



AMERICAN EXPRESS

OptBlue® Program

Operating Regulations

United States Region

October 2024

For changes in this edition please see the [Summary of Changes Table](#)

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Summary of Changes

Change Bars

Change bars are vertical lines in the left margin that identify revised, added, or removed text. All changes in the *Operating Regulations* are indicated with a change bar as shown here:



Summary of Changes Table

Important updates are listed in the following table and are also indicated in the *Operating Regulations* with a change bar.

Chapter	Section/Subsection	Description of Change
Chapter 1, "Introduction"	Section 1.6, "Interpretation"	Clarified language regarding the availability of the "PSE" Edition of the <i>Operating Regulations</i> .
	Section 1.7, "General Requirements for Program Eligibility"	Clarified language regarding Data Security Requirements.
Chapter 7, "Secondary Acquisition Channels"	Subsection 7.2.4, "ISO Registration Process and Due Diligence"	Clarified ISO registration process language.
Chapter 8, "Specific Industries"	Section 8.5, "Private Air Charter Acceptance Procedures - U.S Region Only"	Introduced new acceptance procedures and requirements for the acquisition of MCC 4511.
Chapter 16, "Chargebacks and Inquiries"	Table 16-16: Card Not Present (F29) (ISO 4540)	Enhanced Card Not Present (ISO 4540 / F29) support required to request a Chargeback Reversal where a CID validation is attempted and a "No match" response is received.
	Subsection 16.5.2, "Compelling Evidence for Card Not Present Fraud (F29) (ISO 4540)"	Updated the Compelling Evidence requirements for e-Commerce and Recurring Billing Transactions.
Chapter 19, "Reporting and Records Retention"	Section 19.1, "General Requirements"	Clarified language to incorporate the U.S Region in its descriptor.
Chapter 21, "Regulatory Compliance"	Section 21.3, "United States Federal, State, and Local Tax Compliance"	Clarified language regarding tax information.
Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"		Updated Program Pricing for the Utilities category.

Chapter	Section/Subsection	Description of Change
Appendix F. "ISO Registration and Certification Form"		Streamlined form requirements.
Appendix J. "Prohibited Merchant Industries and Categories — Do Not Sign"		<ul style="list-style-type: none">• Updated description for Multi-Level Marketing.• Removed 4511 from Prohibited Industries.

Contact Information



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Premium Partner Servicing (for Participant use only)	1.800.297.1020
Travelers Cheque Authorizations and Fraud (may be shared with Program Merchants)	1.866.296.5198
Travelers Cheque/Gift Cheque Customer Service (may be shared with Program Merchants)	1.866.296.5198
Trustwave	1.866.659.9016 Email: americanexpresscompliance@trustwave.com Trustwave secure portal (to submit validation documentation): https://login.trustwave.com



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Program Oversight Management (reporting Brand Violations, submitting requested documentation)	program.oversight.management@aexp.com



American Express 360Connect Web Portal for Participants	connect.amex360.com
American Express Data Security Operating Policy (DSOP)	www.americanexpress.com/datasecurity
American Express Data Security Requirements (DSR) (for Program Merchant use only)	www.americanexpress.com/dsr
American Express Global Technical Documents Website (for Participant use only)	www.americanexpress.com/merchantspecs
American Express Merchant Operating Guide (for Program Merchant use only)	www.americanexpress.com/merchantopguide
American Express Privacy Center	www.americanexpress.com/us/company/privacy-center/online-privacy-disclosures/
American Express Signage Bulk Order Web Store (for Participant and PSE use only)	www.americanexpress.com/merchantsignage
American Express Logos and Signage Web Store (for Program Merchant use only)	www.americanexpress.com/signage

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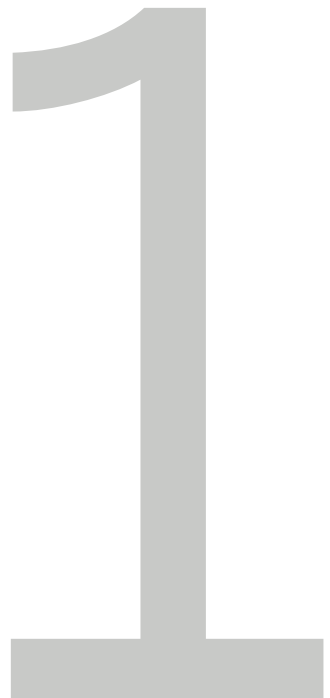
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Introduction

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- 1.2 About the Operating Regulations
- 1.3 Changes in the Operating Regulations
- 1.4 Online Program Resources
- 1.5 Non-Compliance with Operating Regulations
- 1.6 Interpretation
- 1.7 General Requirements for Program Eligibility



1.1 About the Program

- 1.1.1 The American Express OptBlue® Program described in these *Operating Regulations*, referred to alternately as the Program, is designed to increase acceptance of Cards among small merchants in the United States Region by offering an integrated service and competitive pricing through certain eligible third party acquirers and payment processing companies.
- 1.1.2 For the purpose of the Program, the United States (U.S.) Region consists of the 50 United States and the District of Columbia, American Samoa, Guam, Commonwealth of the Northern Mariana Islands, Puerto Rico, U.S. Minor Outlying Islands, and the U.S. Virgin Islands, but no other U.S. territory or possession.
- 1.1.3 Participant will market and implement the Program utilizing those Participant Sales Channels that Participant is authorized to use under its Program Agreement.
- 1.1.4 Participant's responsibilities under the Program include: (i) soliciting Program Merchant Prospects that meet the criteria provided in [Section 2.2, "Qualification Requirements"](#) to accept Cards; (ii) establishing pricing and entering into Merchant Agreements and Sponsored Merchant Agreements (as applicable) directly with Program Merchant Prospects that elect to accept Cards; (iii) accepting Charges from Program Merchants that elect to accept Cards; (iv) providing Transaction Data and Merchant Data; and (v) assuming full responsibility for all processing, risk management, and servicing of Program Merchants that elect to accept Cards, each as further described in the Program Agreement and these *Operating Regulations*.

1.2 About the Operating Regulations

- 1.2.1 This document, together with its appendices, the *American Express Technical Specifications* and other referenced policies and procedures, are collectively referred to as the *Operating Regulations*.
- 1.2.2 The *Operating Regulations*, together with the Program Agreement, provide the minimum requirements and information necessary for Participant to participate in the Program. The *Operating Regulations* supplement, and is incorporated by reference into, but do not supersede, the Program Agreement. Defined terms in this document have the meaning as stated in the Program Agreement or the Glossary of Terms. In the event of a conflict, the Program Agreement shall control. Updates to the *Operating Regulations* will be communicated to Participant in accordance with [Section 1.3, "Changes in the Operating Regulations"](#).

1.3 Changes in the Operating Regulations

- 1.3.1 American Express reserves the right to make changes to the *Operating Regulations* from time to time, including communication of Program policy or procedural changes and new product or service announcements that may impact the Program.
- 1.3.2 The *Operating Regulations* are published twice each year in April and October, and made available to Participant in electronic format on American Express 360Connect at connect.amex360.com, or its successor website, or otherwise as permitted by the Program Agreement. American Express reserves the right to make scheduled changes that will take effect as follows:
 - A release of scheduled changes, to be published every April, which changes shall take effect in the following October.
 - A release of scheduled changes, to be published every October, which changes shall take effect in the following April.

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

- 1.3.3** American Express reserves the right to make unscheduled changes from time to time through separate unscheduled releases or bulletins. These changes will typically take effect ten (10) days after notice to Participant unless another effective date is specified in the notice. Upon notification of an unscheduled change, Participant shall be responsible for obtaining and referring to the then-current version of the *Operating Regulations* which will be available at American Express 360Connect.
- 1.3.4** American Express will use reasonable efforts to identify any previous policies or requirements that changes to the *Operating Regulations* and the *American Express Technical Specifications* are intended to supersede.
- 1.3.5** Participant must implement changes to the *Operating Regulations* and the *American Express Technical Specifications* as soon as reasonably practical, but in each case by the earlier of (a) the time frame required to comply with Applicable Law or (b) within six (6) months from the date of publication or other communication by American Express, except for changes for which American Express and Participant agree in writing to a longer time frame for implementation. Participant must contact American Express with questions or concerns in connection with changes to the *Operating Regulations* or the *American Express Technical Specifications* within thirty (30) days of the publication's release date.
- 1.3.6** Prior to the effective date of a change to the *Operating Regulations* or the *American Express Technical Specifications*, American Express may certify and test applicable updates in order to verify compliance with the same by Participant. Participant will cooperate and provide reasonable assistance requested by American Express to conduct such certification and test activities. American Express reserves the right to limit, impose conditions on, or withhold any component of, or any Program benefit associated with, such changes until American Express certifies Participant's changes.
- 1.3.7** American Express may receive information from Participant in connection with the Program through annual forums and ongoing consultation according to [Chapter 22, "Program Maintenance and Relationship Management"](#), of these *Operating Regulations*. Participant grants American Express a non-exclusive, transferable license, and sub-license right to use the feedback and comments to create, develop, enhance, test, demonstrate, produce, implement, use, distribute, copy, and otherwise make use of the information in connection with the Program.

1.4 Online Program Resources

- 1.4.1** American Express offers Participant access to online tools and resources as part of the Program. The Program web portal American Express 360Connect provides Participant with access to sales and marketing tools, the *Operating Regulations*, training materials, and product information to equip designated personnel to enable Program Merchants to accept Cards under the Program. Participant must enroll at connect.amex360.com, and once enrollment has been verified, Participant's access to secured online publications will be granted.
- 1.4.2** Participant must ensure that its contact information and email addresses provided within American Express 360Connect are always up-to-date to allow for timely communication of Program materials and updates (e.g., bulletins).

1.5 Non-Compliance with Operating Regulations

- 1.5.1** Failure to comply with these *Operating Regulations* adversely affects American Express and undermines the integrity of the American Express Network. Accordingly, Participant's failure to comply with these *Operating Regulations* may result in the assessment of Non-Compliance Fees. [Chapter 9, "Non-Compliance"](#) sets forth certain Non-Compliance Fees that American Express may assess Participant for violations of any Program policy documented in these *Operating Regulations*.

1.6 Interpretation

- 1.6.1** References to Participant in these *Operating Regulations* shall be deemed to be references to both Participant and its Participant Sales Entity when used in connection with requirements or restrictions that apply to functions performed by Participant Sales Entities. Both Participant and Participant Sales Entities have access to a PSE edition of the *Operating Regulations* which can be found on American Express 360Connect. This PSE Edition is provided as a courtesy copy. For avoidance of doubt, a Participant Sales Entity includes Independent Sales Organizations (ISOs) and Payment Facilitators. For example, each Participant Sales Entity must include the flow-down terms referenced in [Subsection 3.2.2 Merchant Agreement Requirements](#) in its Merchant Agreements each Participant Sales Entity must conduct training for its Sales Agents and comply with the communication and other requirements set forth in [Chapter 4, "Welcome Acceptance of American Express® Cards"](#); and the Non-Compliance Fees in [Chapter 9, "Non-Compliance"](#) apply equally when Participant Sales Entities fail to comply with these *Operating Regulations*.

This change is effective
April 12, 2024.

1.7 General Requirements for Program Eligibility

- 1.7.1** Participant must meet the following Program Launch Conditions:
- execution of a Program Agreement with American Express;
 - current status meeting one of the following criteria:
 - (i) An Entity that (i) is an Authorized Processor that provides full Processing Services under an Authorized Processor Agreement (APA) in good standing with American Express and (ii) has equivalent status as a processor under Visa and Mastercard regulations.
 - (ii) An Entity that (i) is an Authorized Processor under an APA in good standing with American Express that (A) provides Data Capture and Transmission services (i.e., "Submission" services) to support Direct Sales Channels, ISO Sales Channels, and Payment Facilitator Sales Channels and (B) subcontracts Authorization Services to another Authorized Processor under an APA in good standing with American Express; and (ii) has equivalent status as a processor under Visa and Mastercard regulations.
 - (iii) An Entity that is no less than forty percent (40%) owned by another Entity that meets either criteria (a) or (b) above.
 - implementation and testing of systems and processes required for Participant to perform and comply with (i) all American Express policies and requirements (evidenced by receipt of written certification from American Express that the Participant complies with all such policies and requirements), and (ii) Participant obligations provided or referenced in the Program Agreement or these *Operating Regulations*, including those in the *American Express Technical Specifications* and the Information Protection Contract Requirements (IPCR) provided in [Appendix D, "Information Protection Contract Requirements"](#);
 - compliance with the data security requirements as outlined in [Chapter 15, "Data Security"](#), and as set forth in the *American Express Data Security Operating Policy (DSOP)*, the *American Express Data Security Requirements (DSR)* and [Appendix D, "Information Protection Contract Requirements"](#), as applicable;
 - a completed review of the Participant's most recent certified financial statements;
 - a completed American Express Compliance & Ethics Due Diligence Questionnaire — OptBlue Program provided in [Appendix I, "American Express Compliance & Ethics Due Diligence Questionnaire — OptBlue Program"](#) and a copy of the Participant's policies and procedures referred to therein;
 - resolution of any outstanding issues identified by American Express during the due diligence process;
 - integration of American Express into all merchant facing materials in a manner approved by American Express in accordance with the terms of these *Operating Regulations*; and

This change is effective
April 12, 2024.

- submission of documentation indicating that Participant has safeguards in place to prevent disclosure of Non-AXP Data and sensitive business information as set forth in [Chapter 15, "Data Security"](#).

Acquiring Program Merchants

- 2.1 Introduction
- 2.2 Qualification Requirements
- 2.3 Merchant Sizing Guidelines
- 2.4 Merchant Verification and Other Requirements
- 2.5 Prohibited Merchant Industries and Categories
- 2.6 Reserved
- 2.7 Brand Protection
- 2.8 Merchant Industry Classification



2.1 Introduction

- 2.1.1** This [Chapter 2, "Acquiring Program Merchants"](#) describes certain policies and rules governing Participant's participation in the Program, including information on qualification and sizing of Program Merchant Prospects, Program Merchant classification and verification, and website information display requirements. Before entering into a Merchant Agreement with a Program Merchant Prospect for Card acceptance, Participant must determine that the Program Merchant Prospect is financially responsible and ensure it will comply with these *Operating Regulations* regarding payment acceptance as well as Applicable Law.

2.2 Qualification Requirements

- 2.2.1** Participant will solicit Program Merchant Prospects to accept Cards in accordance with the terms of the Program Agreement and these *Operating Regulations*.
- 2.2.2** Participant will *only* solicit prospective merchants that meet all of the following criteria:
- have Estimated Annual Charge Volume (ECV) less than the amounts described in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#), as determined using the sizing guidelines provided in [Section 2.3, "Merchant Sizing Guidelines"](#);
 - do not fall within any of the "prohibited merchant" categories provided in [Section 2.5, "Prohibited Merchant Industries and Categories"](#), or any of the other excluded merchant categories provided in [Appendix J, "Prohibited Merchant Industries and Categories — Do Not Sign"](#);
 - are located in the United States Region. In addition to the Program Launch Conditions, Participants must meet additional certification requirements prior to soliciting Program Merchants in Puerto Rico and the U.S. Virgin Islands. Please contact your American Express representative for more information;

For clarification, if a Program Merchant Prospect is located in the United States Region and is an Affiliate of a merchant that is located outside of the United States Region, then Program Merchant Prospect may still qualify for the Program if it otherwise meets the requirements in this [Section 2.2, "Qualification Requirements"](#);
 - are not on the Merchant Exclusion List in [Appendix K, "Merchant Exclusion List"](#). In the event Participant solicits a prospective merchant for Card acceptance and such merchant appears on the Merchant Exclusion List in [Appendix K, "Merchant Exclusion List"](#), then Participant must refer such merchant to American Express' 'Want-to-Honor' Program at 1.855.TAKE.AXP or 1.855.825.3297 should such merchant wish to apply for direct American Express Card acceptance; and
 - transact in USD only (i.e., prices its goods and services to customers and receives payment from Participant solely in U.S. Dollars).
- 2.2.3** Participant must accurately describe Program Merchant Prospect criteria in any type of communications, publications, promotional or marketing materials, whether internal, external, oral, or written.

2.3 Merchant Sizing Guidelines

- 2.3.1** Participant must accurately calculate each Program Merchant Prospect's ECV at the time of signing based upon one of the following methods:
- For Program Merchant Prospects that currently accept Cards, including those that have transitioned from another Participant or American Express merchant acquiring servicing program (e.g., American Express direct, ESA Program or OnePoint® Program), Participant shall use previous statements detailing Charge Volume, which Participant should annualize and adjust based on reasonable input from the Program Merchant Prospect, where necessary.

- For Program Merchant Prospects that do not accept the Card, but already accept one or more Other Payment Products, Participant will use the signing practices and guidelines provided in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#).
- For Program Merchant Prospects that do not accept the Card or Other Payment Products (e.g., "new to plastic"), Participant will use the best estimate that Participant and the Program Merchant Prospect can make based on the business type and the sales volume of the business.

2.3.2 The ECV of a Program Merchant shall be segmented into two regions: (a) the United States Region (excluding Puerto Rico and the U.S. Virgin Islands) and (b) Puerto Rico and the U.S. Virgin Islands. Where a Program Merchant Prospect has more than one Establishment, then the ECV of (i) all Establishments operated under the same tax identification number (TIN) in a region shall be aggregated or (ii) all Establishments operated under different TINs but as a unified business enterprise in a region shall be aggregated. For clarification purposes, a 'unified business enterprise' shall include Establishments that are owned, operated, and/or affiliated to a single business entity.

2.3.3 In the event a Program Merchant Prospect does not qualify for the Program because it exceeds ECV, as calculated under [Subsection 2.3.2](#), or exceeds the threshold set forth in [Subsection 2.2.2](#), then Participant will inform the Program Merchant Prospect that it does not qualify for the Program and must refer such merchant to American Express' Want-to-Honor' Program at 1.855.TAKE.AXP or 1.855.825.3297 should such merchant wish to apply for direct American Express Card acceptance.

2.4 Merchant Verification and Other Requirements

2.4.1 During the application and setup process, Participant will perform the verification activities described in this [Section 2.4, "Merchant Verification and Other Requirements"](#), as well as the risk and regulatory compliance validation processes required by [Chapter 17, "Risk Management"](#) and [Chapter 21, "Regulatory Compliance"](#), for each Program Merchant Prospect that has agreed to participate in the Program. Participant must decline any Program Merchant Prospect application if any of the following verification processes identify unacceptable documentation or information, or if Participant is unable to obtain requisite verifying information or documentation upon signing.

2.4.2 Participant's verification activities shall include the following:

- Verify that the Program Merchant Prospect is in the type of business it claims to be conducting and is financially sound.
- Perform screening of the Program Merchant Prospect in accordance with [Section 21.1, "Anti-Money Laundering and Prevention of Terrorist Financing"](#).
- Ensure that the Program Merchant Prospect is domiciled and maintains a bank account at a financial institution in the United States Region.
- Conduct a physical site visit to the business location (if applicable) or phone/address/name match that confirms that the Program Merchant Prospect has a valid business establishment.
- Determine if the Program Merchant Prospect, regardless of industry, conducts an e-commerce business using a website and verify if there are no known or potential fraudulent activities associated with its URL (Uniform Resource Locator, i.e., website address).

Notwithstanding the foregoing, and in the event that the Program Merchant operates an e-commerce business, Participant shall perform minimum verification processes (e.g., capturing screen shot images and/or website reviews), following a risk-based approach, to ensure that Program Merchant Prospects adhere to the following website information display requirements:

- a. An accurate description of the goods/services offered, including the currency type for the Transaction. Transaction currency must be in U.S. Dollars.

- b. Program Merchant's physical address in the United States Region.
 - c. An email address and a telephone number for customer service disputes.
 - d. Return/refund policy.
 - e. A description of the Program Merchant's delivery policy (e.g., No COD, No overnight).
 - f. A description of the Program Merchant's security practices (e.g., information highlighting security practices the Program Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
 - g. A statement of known export restrictions, tariffs, and any other regulations.
 - h. A privacy statement regarding the type of personal information collected and how the information is used.
 - i. The website must not contain libelous, defamatory, obscene, pornographic, or profane material or any instructions that may cause harm to any individuals or to the American Express Brand.
- Collect advertising copy and, whenever possible, obtain sample merchandise from Program Merchant Prospects conducting mail, telephone, or Internet Transactions.

2.4.3 Convenience Fee Assessments for Specific Industry Types

This subsection describes the requirements applicable to the assessment of convenience fees by Program Merchants classified under industry categories such as insurance, government, utilities, certain education (i.e., higher education, private school – kindergarten to grade 12), and rental establishments.

Customers should feel free to use all forms of payment that Program Merchants accept without being penalized for choosing a particular form of payment. To promote consumer choice, Program Merchants are generally prohibited from imposing any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all Other Payment Products.

Program Merchants must not impose a higher convenience fee, whether in the form of a flat fee or as a percentage of the final Transaction amount, on Charges than they impose on Other Payment Products, except for automated clearing house (ACH) funds transfers, cash, and checks. American Express views such discrimination against Cardmembers as a breach of Card acceptance.

Program Merchants classified in the government, utilities, and education sectors may assess convenience fees on Charges, provided that such Program Merchants comply with the other requirements of this section.

Program Merchants must clearly disclose the amount of convenience fees to the customer, which may include itemization on the customer receipt, invoice, or confirmation email, and give the customer the opportunity to cancel the Charge if the customer does not want to pay the convenience fee.

Any explanation, verbal or written, describing why the convenience fee is being assessed, how it is calculated, must characterize the convenience fee as an assessment to cover the Program Merchant's administrative costs and not as an assessment to cover the Program Merchant's cost of accepting the Card.

Prior to a Program Merchant assessing a convenience fee, Participant shall notify each Program Merchant of the aforementioned requirements, and monitor each Program Merchant's compliance with these requirements.

2.5 Prohibited Merchant Industries and Categories

- 2.5.1** Participant must not sign any Program Merchant Prospect that falls under one of the prohibited industries or prohibited activities/businesses categories listed in [Appendix J, "Prohibited Merchant Industries and Categories — Do Not Sign"](#) and/or accepts Transactions for one of the prohibited activities/ businesses categories listed in [Appendix J, "Prohibited Merchant Industries and Categories — Do Not Sign"](#).
- 2.5.2** In addition, Participant must not sign any Program Merchant Prospect under the Program that meets one or more of the following criteria:
- The Program Merchant Prospect or its Significant Owners and/or Authorized Signer(s) are 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).
 - The Program Merchant Prospect or its Significant Owners and/or Authorized Signer(s) are listed on the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov).
 - The Program Merchant Prospect or its Program Merchant's Significant Owners and/or Authorized Signer(s) are 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 non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member.
 - The Program Merchant Prospect operates solely from a Post Office box number and can only be reached by telephone. The Program Merchant Prospect must have a verifiable physical address in the United States Region.
 - The Program Merchant Prospect or its Significant Owners and/or Authorized Signer(s) are involved (or knowingly participate or have participated) in an illegal, fraudulent, deceptive, unfair, or abusive activity.
 - The Program Merchant Prospect or its Significant Owners and/or Authorized Signer(s) participation as a merchant on the American Express Network or its acceptance of Cards (or both) may cause American Express not to be in compliance with Applicable Laws.
- 2.5.3** If American Express determines or has reason to believe, in its sole discretion, that a Program Merchant falls under one or more of the prohibited merchant industries or categories in this [Section 2.5, "Prohibited Merchant Industries and Categories"](#) or [Appendix J, "Prohibited Merchant Industries and Categories — Do Not Sign"](#) of these *Operating Regulations*, or the Card had been accepted for a Transaction within a prohibited industry or line of business, American Express may request that Participant immediately cancel or disentitle Card acceptance with such Program Merchant in accordance with [Section 3.6, "Merchant Cancellation or Disentitlement"](#). Participant's failure to promptly comply with such request may result in the assessment of a non-compliance fee.
- 2.5.4** In the event a Program Merchant has a line of business within a prohibited industry or category, then Participant must instruct the Program Merchant not to accept the Card for Transactions within such prohibited industry or line of business. Participant may be subject to one of American Express' Chargeback programs for inquiries that arise from any Transactions that took place within any prohibited category, industry or distinct business type.
- 2.5.5** Participant shall provide American Express with notification of all Program Merchant cancellations or disentitlements resulting from brand protection and prohibited category violations. Notification shall be sent by email with the subject line entitled "Compliance" or "Brand Risk" to: program.oversight.management@aexp.com.

2.6 Reserved

2.7 Brand Protection

Brand Protection encompasses policies and procedures designed to mitigate exposure to regulatory, financial and brand risks associated with illegal or Brand Damaging Activity.

2.7.1 Illegal or Brand Damaging Activity

An increase in Card Not Present Transactions, a range of illegal products/services, fraudulent practices, and unfair, deceptive or abusive practices expose American Express, Participant and Program Merchants to regulatory, financial, litigation and brand risk. Threats come from a variety of sources, including:

- The sales of infringing or illegal products/services
- Unlawful sales of pharmaceutical products
- Unlawful sales of tobacco and electronic smokeless tobacco products
- Prohibited gambling activities
- Program Merchants engaged in activities or practices that are illegal, fraudulent, unfair, deceptive, or abusive or that reflect unfavorably upon the good name, goodwill, reputation or image of American Express or any American Express Entity, or that in any way are contrary to Applicable Law
- Transactions related to child pornography, bestiality, or rape

At any time, American Express may determine that a particular Program Merchant activity or industry is an illegal or Brand Damaging Activity. In such cases, Participant will be notified and given a reasonable amount of time to manage the policy change. During this time, Participant will not be subject to Brand Protection Non-Compliance Fees that may arise from violations associated with Program Merchants targeted by the change.

Participant is required to ensure that its Participant Sales Entities and Program Merchants accepting or processing Cards are not participating in illegal or Brand Damaging Activity as determined by American Express, which includes advertising or an intention to sell illegal or brand damaging goods where there is association with the American Express Brand or where the American Express Blue Box logo is displayed. All Transactions must be legal in both the seller's and buyer's jurisdictions.

Participant is also required to:

- Report violations to American Express in accordance with [Subsection 2.7.2, "Reporting Violations"](#).
- Investigate potential violations at the request of American Express in accordance with [Subsection 2.7.3, "Investigations"](#).
- Correct all violations, regardless of how they were identified and regardless of whether an investigation was requested by American Express or not, in accordance with [Subsection 2.7.4, "Correcting Violations"](#).
- Verify compliance of each Program Merchant's business at the request of American Express in accordance with [Subsection 2.7.5, "Verification of Compliance"](#).

2.7.2 Reporting Violations

Participant is required to report violations to American Express in writing related to illegal or Brand Damaging Activity. Violations must be reported as soon as possible, but in no case later than seventy-two (72) hours after discovery. Violations must be reported to American Express by email with "Brand Protection" in the subject line to:

program.oversight.management@aexp.com utilizing the *American Express Brand Protection Violation Report* provided on American Express 360Connect.

Brand Protection non-compliance fees for violations related to illegal or Brand Damaging Activity will be waived if the Participant reports the violations to American Express in writing before American Express notifies the Participant of the violation, so long as the violation is then corrected according to the policies set forth herein.

2.7.3 Investigations

At the request of American Express, Participant must investigate the activity of a Program Merchant and provide all requested information to American Express as soon as possible, but in no case later than the time period stated in the following table:

Table 2-1: Investigate Time Period

Violation	Investigation Time Period
Sale of Infringing Products	Thirty (30) Business Days after receipt of notice by American Express
Illegal or Brand Damaging Activity related to child pornography	Three (3) Business Days after activity is confirmed as involving child pornography
All other cases involving illegal or Brand Damaging Activity	Ten (10) Business Days

In all cases, depending on the actions that Participant has already taken, American Express will decide, based on the Participant's investigation report and any other relevant information, whether to take no action, to require further investigation, or to require cancellation or disentitlement of the Program Merchant.

2.7.4 Correcting Violations

Participant is required to correct violations related to illegal or Brand Damaging Activity as soon as possible, but in no case later than ten (10) Business Days from the date the violation is confirmed (three (3) Business Days for cases involving child pornography). These time frames may be amended at any time at the sole discretion of American Express. Correction may include a requirement by American Express for the Participant to cancel or disentitle the Program Merchant immediately in accordance with [Section 3.6. "Merchant Cancellation or Disentitlement"](#).

2.7.5 Verification of Compliance

Participant may be required to provide verification of legality of a Program Merchant's business. Examples include, but are not limited to, an attestation from the Program Merchant, a certification or accreditation by a recognized third party or an independent written opinion from legal counsel that the Program Merchant's activity complies with all Applicable Laws.

2.7.6 Data Quality

MCCs and Point of Service Data Codes provide American Express with information that helps support Brand Protection policies. Participant is required to ensure:

- Program Merchants are assigned the correct MCC.
- Point of Service Data Code conforms to the current *American Express Technical Specifications*.
- Merchant Data is both accurate and complete.

Violations related to MCCs or Point of Service Data Codes which involves Program Merchants, who participate in activities listed in [Subsection 2.7.1. "Illegal or Brand Damaging Activity"](#) above, must be corrected within thirty (30) Business Days of notification from American Express to Participant.

A Participant found to be submitting inaccurate or incomplete data to American Express in an attempt to circumvent Brand Protection policies will be subject to Brand Protection Non-Compliance Fees.

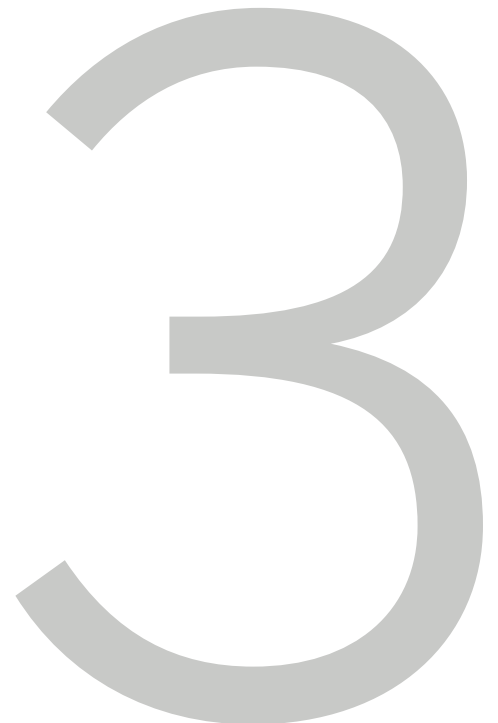
2.8 Merchant Industry Classification

- 2.8.1** Participant will be assigned industry-level Merchant Numbers (also known as *Industry SE Numbers*) which will be used to process Transactions under the Program. Industry-level mapping will be established during the Program implementation process.
- 2.8.2** Participant must assign Program Merchants (whether offering products for sale in a Card Present or Card Not Present environment) to one of the MCCs that most accurately describes the goods or services sold by the Program Merchant Prospect based on the categories specified in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#) and in accordance with the *American Express Technical Specifications*. A Marketplace may be signed as a Program Merchant, provided that the aggregated charge volume of the Marketplace does not exceed the ECV described in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#) and that the MCC assigned to the Marketplace most closely represents the majority of the goods and services sold through the Marketplace. If a Program Merchant Prospect has multiple, clearly distinct businesses, then Participant will assign those businesses with appropriate MCCs. If a Program Merchant Prospect has multiple businesses, but a distinction between them is not clear or cannot reasonably be determined, then Participant will use the MCC most closely representing such merchant's primary industry classification. Participant must ensure a Program Merchant uses an accurate and provides the appropriate MCC in all Authorizations and Submissions. American Express reserves the right to request that Participant corrects an MCC previously assigned by Participant if it determines an incorrect MCC was assigned.
- 2.8.3** Altering an MCC or other industry classification for any Program Merchant Prospect in order to render that merchant eligible for the Program or for the purpose of resubmitting a Transaction that was previously declined by American Express (or an Issuer), is strictly prohibited. For example, it is prohibited for a Participant that is not approved to acquire in Private Air Charter to assign a Program Merchant Prospect that conducts business as Charter Airlines (MCC 4511), to a general category such as Transportation Services (*Not Elsewhere Classified*) (MCC 4789). If Participant fails to assign a Program Merchant Prospect to a correct MCC, or if American Express determines in its sole discretion that an MCC classification was altered in order to render a merchant eligible for the Program or for the resubmission of a previously declined Transaction, then American Express may assess a Non-Compliance Fee as set forth in [Section 9.3, "Program Non-Compliance Fees"](#).
- 2.8.4** If at any time Participant determines that an MCC was incorrectly assigned at the time of signing a Program Merchant Prospect (including incorrectly assigning an existing high risk Card Not Present Program Merchant to a Card Not Present MCC or assigning any Program Merchant to incorrect Program pricing), then Participant will assign the correct MCC under the new corresponding industry-level Merchant Number and submit such change to American Express through the *Sponsored Merchant Information Interface*. If an MCC change results in a Program pricing change, then Participant will communicate the new pricing to the affected Program Merchant(s).
- 2.8.5** **Travel Related Program Merchant Prospects.** Program Merchant Prospects conducting businesses in the airlines, branded lodging, and automobile rental industries that are classified as MCC "3000 series" merchants with Other Payment Networks are not eligible and must not be signed under the Program. See [Appendix J, "Prohibited Merchant Industries and Categories — Do Not Sign"](#) and [Appendix K, "Merchant Exclusion List"](#) of these *Operating Regulations*. If such merchants are acquired under the Program. Participant may be subject to Non-Compliance fees; as well, such merchants may be converted or moved from the Program to a direct Card acceptance relationship with American Express.
- 2.8.6** **Ineligible Petroleum-Associated Program Merchant Prospects.** Any Program Merchant Prospect conducting a business that shares the same Establishment location with one of the

branded petroleum merchants listed in [Appendix K, "Merchant Exclusion List"](#) is not eligible to be signed under the Program. For example, a convenience store or a car wash located at the same property address as 'Major X Brand Oil' (a merchant listed on the Merchant Exclusion List) must not be signed. Participant may be subject to Non-Compliance fees if such merchants are acquired under the Program; as well, such merchants may be converted or moved from the Program to a direct Card acceptance relationship with American Express.

Merchant Agreement

- 3.1 Introduction
- 3.2 Merchant Agreement Requirements
- 3.3 American Express Merchant Operating Guide
- 3.4 Card Acceptance Verification
- 3.5 Electronic Signatures (E-Signatures)
- 3.6 Merchant Cancellation or Disentitlement



3.1 Introduction

- 3.1.1 This [Chapter 3, "Merchant Agreement"](#) outlines the general policies and rules that apply to Card acceptance by Program Merchants participating in the Program. Participant must follow and ensure that the application elements, risk evaluation, and agreement design described below are incorporated into all Merchant Agreements governing Card acceptance.

3.2 Merchant Agreement Requirements

- 3.2.1 Participant and its Participant Sales Entity must enter into a Merchant Agreement directly with each of its Program Merchants and must ensure each Program Merchant's compliance with the provisions of the Merchant Agreements, including suspending, canceling, or disentitling a Program Merchant of Card acceptance if it has breached any of those provisions therein. Each Merchant Agreement must meet the requirements in this [Chapter 3, "Merchant Agreement"](#) and must be executed prior to the provision of payment services to a Program Merchant.
- 3.2.2 The form, content, and appearance of the Merchant Agreement are at the discretion of the Participant, except as specified below. Each Merchant Agreement must (i) be duly executed by an authorized representative who has authority to bind the Program Merchant, (ii) be consistent with the American Express Brand and comply with all Applicable Laws, and (iii) include the following provisions:
- A legally enforceable agreement from the Program Merchant to comply with, and accept Cards in accordance with, the terms of its Merchant Agreement and the *American Express Merchant Operating Guide*, as such terms may be amended from time to time.
 - An explanation of and a link to the *American Express Merchant Operating Guide* confirming that the *American Express Merchant Operating Guide* is incorporated by reference into the Merchant Agreement.
 - An express authorization from the Program Merchant to Participant to submit Transactions to, and receive settlement from, American Express on behalf of the Program Merchant.
 - Express disclosures and consents necessary for (i) Participant to collect and disclose Transaction Data, Merchant Data, and other information about the Program Merchant to American Express; and (ii) American Express to use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Program Agreement, and important transactional or relationship communications from American Express.
 - A provision to ensure data quality and that Transaction Data and customer information is processed promptly, accurately and completely, and complies with the *American Express Technical Specifications*.
 - A marketing opt-out mechanism and/or process for Program Merchants (as further described in [Chapter 18, "Marketing and Communication"](#)). A marketing opt-out mechanism should contain a clear disclosure to Program Merchants that opting-out of marketing messages will not preclude them from receiving important transactional or relationship communications from American Express. As guidance, Participant may refer to the sample language provided below for an illustrative example of acceptable formatting for a marketing opt-out mechanism.

☐ By checking this box, [Insert term used to describe Program Merchant or Sponsored Merchant] opts out of receiving future commercial marketing communications from American Express.

Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

- An express disclosure to Program Merchant that American Express may use the information obtained in the Program Merchant application at the time of setup to screen and/or monitor Program Merchant in connection with Card marketing and administrative purposes.
- An acknowledgment from the Program Merchant that it may be converted from the Program to a direct Card acceptance relationship with American Express if and when it becomes a High CV Merchant in accordance with [Section 10.5, "High CV Merchant Conversions"](#). This acknowledgment must include express agreement that, upon conversion, (i) the Program Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Program Merchant for Card acceptance.
- An express agreement that the Program Merchant shall not assign to any third party any payments due to it under their respective Merchant Agreements, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Program Merchant may sell and assign future Transaction receivables to Participant, its affiliated entities and/or any other cash advance funding source that partners with Participant or its affiliated entities, without consent of American Express.
- A third-party beneficiary provision, conferring on American Express third-party beneficiary rights, but not obligations, to the Merchant Agreement that will fully provide American Express with the ability to enforce the terms of the Merchant Agreement against the Program Merchant.
- An express option for the Program Merchant to opt out of accepting Cards at any time without penalty and without directly or indirectly affecting its rights to accept Other Payment Products.
- A right for Participant to terminate the Program Merchant's right to accept Cards if it breaches any of the provisions in this [Section 3.2, "Merchant Agreement Requirements"](#) or the *American Express Merchant Operating Guide*.
- A requirement that Participant has the right to immediately terminate a Program Merchant for cause or fraudulent or other activity, or upon American Express' request.
- A requirement that Program Merchant's refund policies for purchases on the Card must be at least as favorable as its refund policy for purchases on any Other Payment Products, and the refund policy be disclosed to Cardmembers at the time of purchase and in compliance with Applicable Law.
- A prohibition against billing or collecting from any Cardmember for any purchase or payment on the Card unless Chargeback has been exercised, the Program Merchant has fully paid for such Charge, and it otherwise has the right to do so.
- A requirement to comply with all Applicable Laws, rules and regulations relating to the conduct of the Program Merchant's business.
- A requirement that Program Merchant must comply with the American Express Data Security Requirements (DSR) and Payment Card Industry Data Security Standard (PCI DSS), each as described in [Chapter 15, "Data Security"](#).

- A requirement that Program Merchant must report all instances of a Data Incident immediately to Participant after discovery of the incident.
- A requirement to cease all use of, and remove American Express Licensed Marks from the Program Merchant's website and wherever else they are displayed upon termination of the Merchant Agreement or a Program Merchant's participation in the Program.
- A requirement that Program Merchants are responsible for being aware of and adhering to privacy and data protection laws and provide specific and adequate disclosures to Cardmembers of collection, use, and processing of personal data.

3.2.3 In addition to providing American Express with copies of Participant's standard Merchant Agreement in accordance with these *Operating Regulations*, Participant must keep on file and provide to American Express, upon request, copies of its executed Merchant Agreements with Program Merchants in accordance with the records retention requirements in [Chapter 19, "Reporting and Records Retention"](#).

3.3 American Express Merchant Operating Guide

- 3.3.1** The *American Express Merchant Operating Guide* sets forth the policies and procedures governing Program Merchants' acceptance of the Card. Participant shall ensure that Participant's personnel interacting with Program Merchants are fully familiar with the *American Express Merchant Operating Guide* and that the *American Express Merchant Operating Guide* is incorporated by reference into the Merchant Agreement.
- 3.3.2** Participant is responsible for its Program Merchants' and their respective Establishments' compliance with and performance of all provisions of the *American Express Merchant Operating Guide*, available from American Express online at www.americanexpress.com/merchantopguide.
- 3.3.3** Participant must provide Program Merchants with the aforementioned URL in order for Program Merchants to access the *American Express Merchant Operating Guide*. The method of disclosing the URL to Program Merchants must be in the same manner as provided with the Other Payment Products (e.g., URL embedded in the Merchant Agreement). Participant is jointly and severally liable with each Program Merchant for any Program Merchant's non-compliance or non-performance of the provisions of the *American Express Merchant Operating Guide*.
- 3.3.4** American Express reserves the right to make changes to the *American Express Merchant Operating Guide* in scheduled changes and at any time in unscheduled changes. The *American Express Merchant Operating Guide* and releases of scheduled changes (sometimes called "Notification of Changes" in American Express materials) therein are made available only in electronic form, existing at the website specified in the definition of "Merchant Operating Guide" in the *American Express Merchant Operating Guide* or its successor website.

3.4 Card Acceptance Verification

- 3.4.1** Participant must ensure proof of Card acceptance from each Program Merchant Prospect by obtaining a complete and executed Merchant Agreement (in paper form) or, through any of the following, as applicable: (i) an archived voice recording, (ii) evidence of acceptance by obtaining Program Merchant's IP Address, timestamp and acknowledgment for online web-based Program applications, or (iii) other formats approved in writing by American Express (e.g., including the first time a Card is accepted at an Establishment). In addition, Participant shall provide each new Program Merchant with a form of confirmation acknowledging that they have agreed to accept the Card prior to the date the Program Merchant begins accepting the Card.

3.5 Electronic Signatures (E-Signatures)

- 3.5.1** When implementing an online merchant application process, Participant shall obtain a valid Electronic Signature from Program Merchant, including compliance with the following minimum requirements:
- Proper presentation of appropriate electronic contracting and Electronic Signature disclosures and ability to capture Program Merchant's consent to contract electronically with Participant and to Electronically Sign the application;
 - The online application should be an electronic version of the offline application with addition of a Program Merchant signature line that enables the authorized signer to Electronically Sign the application;
 - Enabling a process for the Program Merchant to review, fill in any required fields, correct any errors and provide its Electronic Signature on the application; and
 - Presentation of a confirmation that the Program Merchant has completed the process and is ready to submit the Electronically Signed application.
- 3.5.2** In the event Participant utilizes a third party to implement and/or provide Participant's online Program Merchant application process, such third party shall be considered Participant's subcontractor for which the Participant is liable under the Program Agreement.

3.6 Merchant Cancellation or Disentitlement

3.6.1 Cancellation Notification and Reporting

It may be necessary to suspend, cancel, or disentitle a Program Merchant of Card acceptance for a number of reasons, including for cause (which may include circumstances that create harm or loss of goodwill to the Participant and/or American Express), or fraudulent or other activities in compliance with these *Operating Regulations* and/or the *American Express Merchant Operating Guide*, or upon American Express' request.

Participant will implement suspension, cancellation, or disentanglement of a Program Merchant of Card Acceptance as follows:

- within two (2) Business Days, following (i) American Express' request to suspend, cancel, or disentitle a Program Merchant, (ii) receipt of the *Seller Canceled Derogatory Notification (SCDNO) File* or (iii) any Program Merchant identified as a High CV Merchant and American Express has provided notice requiring Participant to convert the Program Merchant to a direct Card acceptance relationship with American Express; and
- immediately, upon determination by Participant that a Program Merchant is to be terminated for any other reason, including cause, or fraudulent or other activities in compliance with these *Operating Regulations* and/or the *American Express Merchant Operating Guide*.

3.6.2 Participant must provide American Express with confirmation of Program Merchant cancellations by indicating the cancellation through the *Sponsored Merchant Information Interface*. Refer to the *American Express Technical Specifications* for further information.

3.6.3 MATCH and Terminated Merchant File Reporting

Participant must report applicable Program Merchants to the Mastercard® MATCH or Terminated Merchant File (TMF) Report database through the standard reporting process as soon as possible following the cancellation or disentanglement of Card acceptance for derogatory reasons, but no later than close of business on the day following the date such Program Merchant is notified of the intent to terminate its Merchant Agreement.

Welcome Acceptance of American Express® Cards

- 4.1 Introduction
- 4.2 Sales Training Program
- 4.3 Communications and Engagement with Merchants
- 4.4 Point of Purchase Materials and Signage
- 4.5 POS System and Technical Enablement
- 4.6 Close Rate



4.1 Introduction

- 4.1.1** It is important that Participant engages Program Merchant Prospects during the sales and setup process, creating enthusiasm for accepting the Card and about participating in the Program. This is critical to ensuring the Program Merchant Prospect becomes a "Welcome Acceptor".
- 4.1.2** A Welcome Acceptor is defined as a merchant that: (i) displays American Express signage and point of purchase (commonly referred to as POP) materials in the same manner that it displays signage and POP for Other Payment Products, (ii) welcomes the Card at all times, without selectively accepting the Card, and (iii) has Point of Sale (POS) Systems enabled to accept the Card at all of its Establishments located in the United States Region.
- 4.1.3** Participant must ensure that American Express and the Program are fully integrated into all of Participant's applicable sales, enablement activities, and marketing processes and materials prior to the date it begins marketing the Program to Program Merchant Prospects. Participant will ensure that Program Merchant Prospects signed are made aware of the fact that they have agreed to accept American Express Cards, and to have their POS Systems enabled for Transactions. American Express may provide insights and reasonable cooperation in support of Participant's activation initiatives, but will not be required to commit funds or conduct specific activation campaigns.

4.2 Sales Training Program

- 4.2.1** Participant must implement a comprehensive American Express training program that provides its Participant Sales Entities and Sales Agents with American Express premium value training, an explanation of the Program and its features, and all performance requirements of the Program.
- 4.2.2** Participant's sales training program will include training on:
- American Express products and services;
 - proper use of American Express sales tools, POP decal and business materials, and any other marketing or sales materials developed to generate American Express signings;
 - refresher training and education to its Participant Sales Entities and Sales Agents on material Program-related changes, as specified by American Express, including, but not limited to semi-annual policy and technical specifications updates and prohibited merchant industries or prohibited activities/business categories provided in [Section 2.5, "Prohibited Merchant Industries and Categories"](#) or any of the excluded merchant categories provided in [Appendix J, "Prohibited Merchant Industries and Categories — Do Not Sign"](#);
 - ways to handle Program Merchant objections to Card acceptance; and
 - upholding the American Express Brand, and restricting Program Merchants from engaging in activities that would harm the American Express Brand or business.
- 4.2.3** Prior to launch and on a periodic basis, Participant will provide its Participant Sales Entities and Sales Agents with the necessary tools and materials to effectively sell Card acceptance, which shall include sales materials to reinforce training and aid Participant Sales Entities and Sales Agents in sales signings. Participant will utilize all appropriate communication channels to distribute necessary tools and materials to effectively sell Card acceptance. Participant's failure to implement or conduct a comprehensive American Express sales training program may result in the assessment of a Non-Compliance Fee.

4.3 Communications and Engagement with Merchants

In order to increase the number of Welcome Acceptors, Participant's sales and setup process will include the following:

- 4.3.1** Participant will communicate the American Express value proposition to all Program Merchants at time of signing/sales and setup. Participant's responsibilities include ensuring that its Sales Agents:
- communicate the premium value of the Card;
 - communicate that American Express signage must be equally and as prominently placed as Other Payment Products; and
 - clearly indicate that the Card can never be selectively accepted.
- 4.3.2** Participant will send to all Program Merchants the following items included in Participant's standard setup and welcome pack materials:
- Participant's composite decal with the American Express Blue Box integrated and integral (e.g., not perforated or otherwise removable from the decal) and/or American Express-only decals; or
 - Other Card acceptance materials and supplies (e.g., business card holders) as agreed between American Express and Participant in advance can be deployed.

In addition, Participant will add American Express to all multi-payment card network POP at Program Merchant locations where American Express is not already included.

- 4.3.3** American Express will provide Participant with information to be included in the setup and welcome pack materials. Participant is responsible for printing and distributing physical or digital copies of such material to Program Merchants.
- 4.3.4** Participant must update any and all printed or electronic media as soon as reasonably possible, but no later than the next time that Participant is required to change a given aspect of such communication.
- 4.3.5** American Express may communicate directly with Program Merchants for any purpose, including (i) marketing American Express products and services; and (ii) informing Program Merchants about services and program designed to enhance the value of the American Express Network (e.g., including Shop Small and any other similar programs). In addition, American Express may contact Program Merchants in order to conduct on-site or telephone inspections of their Establishments, for the purpose of evaluating Program Merchant performance, placement of POP materials, and suppression monitoring. American Express will use reasonable efforts to ensure that its inspections do not interfere with Participant's servicing of the Program Merchants.
- 4.3.6** Participant will communicate Card acceptance policy and procedures set forth in the *American Express Merchant Operating Guide* to Program Merchants and conduct appropriate training on such policies and procedures.

4.4 Point of Purchase Materials and Signage

American Express signage and point of purchase (POP) materials includes all items that merchants can place at their business or on their website to let customers know that American Express® Cards are accepted. These materials include decals, check presenters, clipboards, digital signage and more. All products are provided complimentary to new and existing merchants.

Digital Signage Playbook

American Express has made available complimentary digital signage for you and your Merchants. You can choose from a variety of options, including website banners, social posts, an email template, and more to help support Merchants and their online businesses. The Digital Signage Playbook is available at [American Express 360Connect](#).

- 4.4.1** Participant will distribute the then-current version of American Express signage and POP materials to each Program Merchant during the merchant setup or welcome pack setup process.
- 4.4.2** Participant will require Program Merchants to display the American Express decal and signage equally with Other Payment Products (physical and digital), in their Establishments, at the time of setup and during the term of the Program Agreement. This should be reinforced through any training or welcome calls/visits that are made by Participant. Where possible, Participant will place the decal for the Program Merchant in the same manner as the signage for Other Payment Products. For example, if a Program Merchant displays the decals of Other Payment Products at its POS System and on the door of the entrance to its Establishment, and places an American Express decal on the door of the entrance to the Establishment, but does not place an American Express decal at its POS System, then the American Express signage at this Program Merchant is not considered to be placed in the same manner as the signage for Other Payment Products.
- 4.4.3** In cases where a Program Merchant is an existing acceptor of Other Payment Products, Participant will provide such Program Merchant with several types of POP materials (American Express-only POP, and multi-product POP, physical and digital POP), so that the POP materials are placed at all Establishments where there is existing Other Payment Products signage.
- 4.4.4** American Express will provide POP materials and signage to Participant and Program Merchants during the term of the Program Agreement. Participant will contact its key relationship contact at American Express to establish inventory needs and fulfillment of POP materials. Participant will create a process to store POP material for the purposes of Program Merchant or Sales Agent fulfillment. Participant will provide quarterly inventory status updates to American Express on the suite of POP materials available at its fulfillment centers to ensure American Express can assess and meet future POP inventory needs. American Express is committed to satisfying Participant's POP inventory needs, but is only able to provide POP materials and signage based on mutually agreed sales estimates. Participant and its Participant Sales Entities may obtain signage for distribution (e.g., Program Merchant welcome packs, POS System boxes, activation campaigns, etc.) through the American Express Signage Bulk Order Web Store at www.americanexpress.com/merchantsignage. Participant may also direct Program Merchants to the American Express Logo and Supplies Web Store for Merchants at www.americanexpress.com/signage where Program Merchants may order and download additional, complimentary promotional materials beyond those provided in Participant's welcome kit.
- 4.4.5** Participant must:
- Include the American Express logo in the design and production of all new POP merchandise it chooses to produce, including American Express standalone POP and POP where the American Express logo is integrated in the same POP of Other Payment Products (e.g., composite decals, bill holders, tent signs, interactive logos, digital signature for websites and invoices), in accordance with the American Express Brand guidelines which may be obtained on American Express 360Connect;
 - Include the American Express logo at equal prominence with Other Payment Products in physical and digital composite decals;
 - Communicate to new and existing Program Merchants on how to obtain current digital POP at least once annually. Communication methods may include, but are not limited to, statement messaging, social media, and/or promotion on your merchant-facing account portals. American Express will make available marketing collateral on American Express 360Connect for Participant's use to promote and refresh digital POP;
 - Include American Express in all POP placement campaigns that solicit Program Merchant Prospects; and

- Attempt to place American Express POP if and when visiting or otherwise communicating with Program Merchants.

- 4.4.6** Participant will obtain American Express' prior written approval of all POP merchandise created by Participant, according to the process described in [Section 18.2, "Program Merchant Marketing Communications"](#), prior to distributing it to a Program Merchant. Participant will provide all POP materials, signage (physical or digital) which includes the American Express logo that it proposes to distribute, to American Express for such approval.
- 4.4.7** American Express may also require Participant, on at least thirty (30) days prior notice, to directly provide additional American Express POP (e.g., "Cause" promotions, customized merchant orders, and promotional campaigns) to Program Merchants.
- 4.4.8** American Express may inspect any of the Program Merchants to ensure that they are in compliance with their obligations for signage and POP merchandise display. Upon receiving notice from American Express or otherwise discovering any Program Merchant's non-compliance with the signage or POP display requirements, Participant will promptly contact the non-compliant Program Merchant and require that such non-compliance is remedied within thirty (30) days of receipt of such notice or other discovery. Participant will modify its processes if they are deemed by American Express to contribute to Program Merchants' non-compliance with their obligations for signage and POP.

4.5 POS System and Technical Enablement

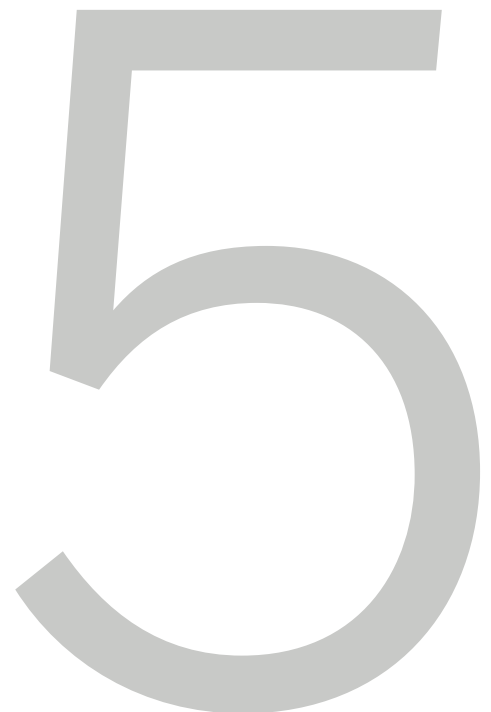
- 4.5.1** At the time of signing a Program Merchant Prospect, or promptly thereafter, Participant will provide basic operating materials and, if necessary, equipment (including the means to obtain Authorizations in an expeditious manner), instructions on the procedures for accepting the Card and processing Charge Record forms, and details as to different payment options.
- 4.5.2** Participant will ensure that each Program Merchant is enabled to accept the Card and that all POS Systems and other devices are appropriately configured and activated to support the ongoing activities of the Program Merchant.
- 4.5.3** Participant will ensure that the Program Merchant's POS Systems and/or software is similarly enabled for Card acceptance at the time of setup and at the same time as any Other Payment Products. Participant will test the Card on each Program Merchant's POS System prior to device deployment. If this is not possible, Participant must notify the Program Merchant immediately when its POS System and/or software becomes enabled for Card acceptance.

4.6 Close Rate

- 4.6.1** Participant shall report Close Rates to American Express through the *Sales Performance Information Interface* described in [Appendix E, "Reports & Data Requirements"](#).

Merchant Data

- 5.1 Introduction
- 5.2 Merchant Data Requirements
- 5.3 Merchant Data Quality
- 5.4 Merchant Data Elements



5.1 Introduction

- 5.1.1 Participant must provide to American Express complete, accurate and current information on all Program Merchants, and must implement a standard process which fully updates Program Merchant records pursuant to this [Chapter 5, "Merchant Data"](#).

5.2 Merchant Data Requirements

- 5.2.1 Participant must assign and provide to American Express a unique seller identification number (Seller ID) for each Program Merchant accepting Cards under the Program, along with the Merchant Data elements described in the specifications for the *Sponsored Merchant Information Interface*. Refer to the *American Express Technical Specifications* for more information.
- 5.2.2 Participant will set up Program Merchants in its systems, unless: (a) such merchant does not meet the criteria set forth in [Section 2.2, "Qualification Requirements"](#), (b) the required Merchant Data is not present in the merchant application, or (c) the merchant application is otherwise incomplete or inaccurate.

5.3 Merchant Data Quality

- 5.3.1 Data quality refers to the completeness, validity, accuracy, and degree to which data provided by Participant satisfies the requirements of these *Operating Regulations* and the *American Express Technical Specifications*. Participant is responsible for supplying American Express with current and accurate Merchant Data and must notify American Express of changes in Merchant Data through the *Sponsored Merchant Information Interface* in accordance with the requirements provided in [Section 5.4, "Merchant Data Elements"](#) and in [Appendix E, "Reports & Data Requirements"](#).
- 5.3.2 American Express regularly monitors the quality of data submitted to the American Express Network. If Participant fails to provide timely, current and accurate Merchant Data files, then Participant, within thirty (30) days prior notice from American Express, must:
- Provide any and all data updates that were not submitted during the period of non-compliance; and
 - Identify and remedy the underlying issues.
- 5.3.3 In the event Participant fails to (i) provide any data updates and/or (ii) identify and remedy any underlying issues causing such data file delays, then Participant may be subject to Non-Compliance fees described in [Chapter 9, "Non-Compliance"](#). American Express reserves the right to audit Participant in connection with Merchant Data accuracy twice annually to ensure one hundred percent (100%) accuracy is achieved.

5.4 Merchant Data Elements

- 5.4.1 The *Sponsored Merchant Information Interface* provides for daily reporting of net new sellers by associated Industry SE Numbers, maintenance of existing sellers, and canceled sellers. Participant must submit to American Express the Merchant Data elements described in the specifications for the *Sponsored Merchant Information Interface* for each Program Merchant, along with any subsequent changes.
- 5.4.2 Following receipt of the *Sponsored Merchant Information Interface*, American Express will send to Participant a *Seller Canceled Derogatory Notification (SCDNO) File*. This notification will contain details related to any Program Merchant account that was previously canceled by American Express for derogatory or negative reasons. Participant must take any action necessary to cancel or disentitle Card acceptance with such Program Merchant in accordance with [Section 3.6, "Merchant Cancellation or Disentitlement"](#). Refer to the *American Express Technical Specifications* for further information regarding this file.

- 5.4.3** Participant will send the *Sponsored Merchant Information Interface* through a secure automated method specified in the *American Express Technical Specifications*. American Express offers a number of IP-based file transfer options, and industry standard file transfer protocols should be used whenever possible. Participant can purchase off-the-shelf products or build an automatic feed functionality into its systems as long as such functionality adheres to the file transfer options supported by the American Express Network.

Merchant Servicing

- 6.1 Merchant Customer Service
- 6.2 Merchant Statements
- 6.3 Chargebacks and Disputed Charge Handling



6.1 Merchant Customer Service

- 6.1.1** Participant shall serve as the primary customer interface with Program Merchants for purposes of sales, customer service and relationship management in connection with the Services under the Program. Participant is responsible for servicing Program Merchants in the same manner it does for Other Payment Products. This includes:
- Administering statements in connection with Program Merchant accounts;
 - Responding to any questions or concerns Program Merchants may have in connection with the Program;
 - Explaining financial Transactions on Program Merchant statements and reconciling as needed; and
 - Incorporating changes to a Program Merchant account as needed.

6.2 Merchant Statements

- 6.2.1** Participant is responsible for administering Program Merchant account statements in the same manner it does for Other Payment Products. For purposes of this section, the term "account statements" includes periodic (e.g., monthly) statements and/or online views of real-time or aggregated processing data.
- 6.2.2** Participant will provide to each Program Merchant an account statement with consolidated details of the Program Merchant's Transactions. These statements will include Card and Other Payment Product transactions, and be consistent in the timeliness and level of detail with the statements provided for Other Payment Products and as required by Applicable Law.
- 6.2.3** Participant will provide the account statements in a format (e.g., paper or electronic) that is agreed by the Program Merchant, and is consistent and integrated with the account statement that Participant provides to the Program Merchant for Other Payment Products.
- 6.2.4** All pricing disclosures in the account statements must be clear and easy to understand. Participant will not refer to, describe, or characterize the prices, fees, and other assessments that Participant charges Program Merchants as prices, fees, or assessments of, or prices, fees or assessments required or requested by, American Express, nor shall Participant refer to such prices, fees, or assessments in a manner that has the potential effect of confusing, misleading, defrauding, or deceiving Program Merchants as to the party charging them to the Program Merchant. For example, where Participant marks-up before passing through to Program Merchants an American Express fee listed in [Section 11.5, "Additional American Express Fees"](#) of the *Operating Regulations* or other American Express fee, Participant must make clear that Participant, not American Express, is the party charging the price or fee to the Program Merchant.

6.3 Chargebacks and Disputed Charge Handling

- 6.3.1** Participant is fully responsible for all Charges, Credits, Credit and Fraud Losses, and other customer service issues related to Transactions involving Program Merchants. American Express may exercise Chargeback for Charges that Participant submits to American Express, in accordance with [Chapter 16, "Chargebacks and Inquiries"](#), of these *Operating Regulations*.

Secondary Acquisition Channels

- 7.1 Introduction
- 7.2 ISO Sales Channel Requirements
- 7.3 Payment Facilitator Channel Requirements



7.1 Introduction

- 7.1.1** This [Chapter 7, "Secondary Acquisition Channels"](#) outlines the general policies and rules that apply to a Participant's use of a Participant Sales Entity to sign and solicit Program Merchants under the Program. A Participant Sales Entity includes Independent Sales Organizations (ISOs) and Payment Facilitators. References to ISOs in these *Operating Regulations* shall be deemed to include references to ISOs, Full Service Providers (FSPs), Financial Institution Merchant Services (FIMS) or any other indirect sales entities, as applicable, when used in connection with requirements or restrictions that apply to services performed by ISOs. Prior to onboarding an ISO or a Payment Facilitator, a Participant must contact its American Express representative to confirm that it and its prospective Participant Sales Entity meets all Program requirements as set forth in these *Operating Regulations* and the *American Express Technical Specifications*.

7.2 ISO Sales Channel Requirements

- 7.2.1** Prior to onboarding an ISO under the Program, Participant must meet the following launch requirements:
- a.** Participant has a direct agreement with each ISO performing Services in accordance with the requirements set forth in [Section 7.2.3, "ISO Agreement Requirements"](#);
 - b.** Participant must register each ISO performing Services in accordance with [Section 7.2.4, "ISO Registration Process and Due Diligence"](#); and
 - c.** Participant is liable for the performance of all ISOs (including Sales Agents within such ISOs) that perform Services and ensuring that such ISOs are in compliance with the requirements of the then-current version of the *Operating Regulations*, including:
 - (i)** acquisition of Program Merchants in [Chapter 2, "Acquiring Program Merchants"](#) and [Chapter 3, "Merchant Agreement"](#);
 - (ii)** sales and setup requirements and best practices for selling Card acceptance in [Chapter 4, "Welcome Acceptance of American Express® Cards"](#), including requiring its Sales Agents to attend training about the Program, in accordance with [Subsection 21.1.5, "General Compliance Training"](#), on an annual basis;
 - (iii)** risk mitigation requirements in [Section 17.4, "Risk Mitigating Techniques"](#);
 - (iv)** records retention requirements (if applicable) in [Section 19.3, "Records Retention"](#); and
 - (v)** conducting due diligence and verifying merchant identification information (if applicable) in [Section 21.1, "Anti-Money Laundering and Prevention of Terrorist Financing"](#).
- 7.2.2** Participant must generate a unique identification (ID) number for each ISO (*ISO Registration Number*) in accordance with the *American Express Technical Specifications*. The ISO Registration Number must be provided to American Express by Participant during the ISO registration and certification process, and any subsequent Semi-Annual reporting period.
- 7.2.3 ISO Agreement Requirements**
- 7.2.3.1** The form, content, and appearance of the ISO Agreement is at the discretion of the Participant, except as specified below. Each ISO Agreement must (i) be duly executed by an authorized representative who has authority to bind the ISO, (ii) be consistent with the American Express Brand and all Applicable Laws, and (iii) include the following provisions:
- A requirement that the ISO comply with the policies and rules set forth in these *Operating Regulations*.
 - A requirement that the ISO comply with the American Express Data Security Operating Policy (DSOP) or other applicable data security requirements provided in the current version of these *Operating Regulations*.

- A requirement that the ISO shall not directly or indirectly (a) require any Program Merchant Prospect to accept American Express Cards as a condition to enabling the merchant to accept any Other Payment Product, or (b) restrict any Program Merchant from transitioning to a direct agreement with American Express at any time.
- A requirement that Participant has the right to immediately terminate an ISO Agreement for cause or fraudulent or other activity, or otherwise upon American Express' request.
- A requirement to cease all use of, and remove American Express Licensed Marks from an ISO's website and wherever else they are displayed upon termination of the ISO Agreement or an ISO's participation in the Program.

7.2.4 ISO Registration Process and Due Diligence

7.2.4.1 Participant must complete the following requirements for each ISO that it intends to use in connection with the Program:

- Perform an upfront screening and due diligence review, and on an annual basis thereafter, which shall include verification that the ISO is financially sound, conducting the type of business in which it claims, has sufficient safeguards in place for handling merchant account and/or transaction information, and is operating in accordance with Applicable Law.
- Conduct a background investigation of each principal or controlling owner to verify responsibility (including financial responsibility, if applicable) and ensure that no significant derogatory information exists.
- Complete an *ISO Registration Form* in accordance with the requirements set forth in this [Section 7.2.4, "ISO Registration Process and Due Diligence"](#).

7.2.4.2 Participant must submit an *ISO Registration Form* for each ISO performing Services (in the template provided in [Appendix F, "ISO Registration and Certification Form"](#) and on American Express 360Connect). The *ISO Registration Form* must be submitted prior to onboarding an ISO under the Program. Completed registration forms must be emailed to: program.oversight.management@aexp.com with the subject line entitled "*ISO Registration Form*".

7.2.4.3 By submitting an *ISO Registration Form*, Participant certifies that ISO meets the requirements for onboarding an ISO, and has processes and procedures in place to comply with the *Operating Regulations* applicable to the Services the ISO performs.

7.2.4.4 An ISO may perform Services only after Participant has completed the registration process set forth above for participation in the Program.

7.2.5 ISO Sales Channel Oversight

7.2.5.1 Participant must audit its ISOs and its ISOs' Sales Agents (as appropriate) on an annual basis to ensure compliance with these *Operating Regulations* and other Program requirements, and will provide such audit results to American Express upon request.

7.2.5.2 Participant must have access to all original agreements it enters with ISOs and all supporting materials. Participant will ensure that ISOs maintain these documents in accordance with the records retention requirements in [Chapter 19, "Reporting and Records Retention"](#), and must forward true and complete copies of these documents to American Express upon request; provided that Participant may redact any confidential portions from such documents that are not required for American Express to validate compliance with the terms of the Program Agreement.

7.2.5.3 Participant must keep adequate documentation on the audits and other reviews conducted for each ISO to confirm the ISOs compliance with the *Operating Regulations* in accordance with the records retention requirements in [Chapter 19, "Reporting and Records Retention"](#).

These changes are effective
April 12, 2024.

7.2.6 ISO Termination

- 7.2.6.1** American Express, in its sole discretion, may require that Participant rescind the use of an ISO in connection with Card acceptance at any time. However, except in unusual circumstances, American Express will not require that Participant rescind authorization of all ISOs due to the non-compliance of an individual ISO as long as Participant promptly ceases using such ISO following the non-compliance identified by either American Express or Participant. If American Express requests Participant to cease using a registered ISO, then Participant will immediately cease using such ISO and in all cases no later than five (5) Business Days after receiving such request from American Express.
- 7.2.6.2** If Participant terminates its relationship with an ISO in connection with sales and solicitation of Other Payment Products acceptance, then Participant must revoke such ISO in connection with sales and solicitation of Card acceptance. Such revocation of ISO regarding sales and solicitation of Card acceptance (and the termination of their Sales Agents) shall occur no later than the effective date for terminating sales and solicitation of Other Payment Products. Participant must provide American Express with an updated list of terminated ISOs twice each year.
- 7.2.6.3** Upon ceasing use of an ISO, Participant must ensure that said ISO and any Sales Agents remove all American Express documentation and brand logos from its websites, unless Participant confirms in writing that ISO (and any Sales Agents) operates under the Program with a different Participant.

7.2.7 ISO Sales Channel Reporting Requirements

- 7.2.7.1** Participant must report to American Express an itemization for each ISO's performance using the appropriate identification numbers in accordance with the specifications set forth in the *Sales Performance Information Interface* described in [Appendix E, "Reports & Data Requirements"](#) and the *ISO Registration Form* provided in [Appendix F, "ISO Registration and Certification Form"](#). Participant's failure to provide American Express with the required reporting described in this section may result in the assessment of Non-Compliance Fees as set forth in [Chapter 9, "Non-Compliance"](#), of these *Operating Regulations*.
- 7.2.7.2** Participant must provide American Express with an updated list of ISOs performing Services under the Program on a semi-annual basis. American Express may request Participant to provide additional information regarding its ISO sub-channel from time to time. Participant will provide such information on Participant's ISO Program or information regarding an individual ISO upon American Express' request.

7.3 Payment Facilitator Channel Requirements

- 7.3.1** Prior to onboarding a Payment Facilitator under the Program, Participant must meet the following launch requirements:
- a.** Participant has a direct agreement with each Payment Facilitator performing Services in accordance with the requirements set forth in [Section 7.3.5, "Payment Facilitator Agreement Requirements"](#);
 - b.** Participant must register each Payment Facilitator performing Services in accordance with [Section 7.3.6, "Payment Facilitator Registration Process and Due Diligence"](#); and
 - c.** Participant must ensure that each Payment Facilitator performing Services meets the requirements set forth in [Subsection 7.3.4, Section 7.3.9, "Technical Enablement Requirements for Onboarding Payment Facilitators"](#), and all applicable requirements specified in these *Operating Regulations*.
- 7.3.2** Participant is liable for all acts, omissions and other adverse conditions caused by Payment Facilitators and their respective Sponsored Merchants under the Program. In the event that a Payment Facilitator is unable to fulfill their obligations to their Sponsored Merchants, Participant will be responsible for Transaction processing and settlement with the Sponsored Merchant.

7.3.3 Participant will indemnify and hold American Express harmless against any claims made by a Sponsored Merchant or its representative that it has not received accurate, complete and timely settlement from the Payment Facilitator. As a result, Participant must at all times be responsible for and manage, direct, and control all aspects of its Payment Facilitator activities and enforce all program management and operating policies applicable to Payment Facilitators and Sponsored Merchants in accordance with this [Chapter 7, "Secondary Acquisition Channels"](#) and other sections referenced in these *Operating Regulations*.

7.3.4 The following general requirements apply to Participant's use of Payment Facilitators in connection with the Program:

- Participant may use Payment Facilitators to solicit and sign Sponsored Merchant Prospects and otherwise market the Program, as long as the Payment Facilitators (i) are registered with American Express as required in [Section 7.3.6, "Payment Facilitator Registration Process and Due Diligence"](#); (ii) meet Participant's internal screening requirements; and (iii) are based in the United States Region.
- Participant must ensure that each Payment Facilitator enters into a Sponsored Merchant Agreement with each Sponsored Merchant in accordance with [Section 3.2, "Merchant Agreement Requirements"](#), including a provision providing for the termination of Payment Services provided to Sponsored Merchants for failure to comply with any of these provisions.
- Participant shall (i) perform appropriate anti-terrorist financing (ATF) background and verification checks, credit checks, "Know Your Customer (KYC)", and anti-money laundering (AML) checks of all their Payment Facilitators and their respective Significant Owners and/or Authorized Signer(s) in accordance with Applicable Laws and otherwise, as American Express may require, and (ii) provide American Express, on request, copies of policies governing these checks and otherwise respond to American Express' requests about performance of these checks. Furthermore, Participant must perform background checks and financial reviews of their Payment Facilitators on an annual basis.
- Participant must conduct a physical site visit to the business location (if applicable) or phone/address/name match to assess the ability of each Payment Facilitator to deliver the services required and comply with these *Operating Regulations* prior to authorizing the Payment Facilitator to participate in the Program.
- Participant must ensure that each Payment Facilitator complies with all provisions in [Chapter 2, "Acquiring Program Merchants"](#), including (i) soliciting only Sponsored Merchant Prospects that meet the qualification requirements in [Section 2.2, "Qualification Requirements"](#) and this [Subsection 7.3.4](#); (ii) performing the merchant verification activities in [Section 2.4, "Merchant Verification and Other Requirements"](#) for all Sponsored Merchant Prospects; (iii) ensuring that none of its Sponsored Merchants are in the prohibited industries described in [Section 2.5, "Prohibited Merchant Industries and Categories"](#); and (iv) complying with the website information display requirements, brand protection, and merchant industry classification requirements in [Section 2.4.2](#), [Section 2.7, "Brand Protection"](#), and [Section 2.8, "Merchant Industry Classification"](#).
- Participant must ensure that Payment Facilitators do not contract with another Payment Facilitator as a Sponsored Merchant, nor allow Payment Facilitators to operate under another Payment Facilitator as a Sponsored Merchant.
- Participant must ensure that Transactions submitted by Payment Facilitators and Sponsored Merchants comply with the *American Express Technical Specifications*, including using the appropriate MCC for each Sponsored Merchant when submitting Transactions.
- Participant must accept and process Transactions only from Payment Facilitators and Sponsored Merchants within the geographic territory or eligible marketing region specified under the Program Agreement.
- Participant must ensure that Payment Facilitators maintain, update as necessary, and execute an escheatment process with respect to amounts payable to a Sponsored Merchant that complies with Applicable Laws. If Payment Facilitator is unable to locate a Sponsored Merchant or a Sponsored Merchant's bank account to remit payment of

Charges to the Sponsored Merchant, then Payment Facilitator will adhere to Applicable Laws.

- Participant must ensure that Payment Facilitators do not solicit or sign Sponsored Merchant Prospects that are classified under the merchant industry categories: Lodging (MCC 7011) and Travel Agencies/Tour Operators (MCC 4722).
- Participant must ensure that Payment Facilitators and their respective Sponsored Merchants are in full compliance with all requirements related to conducting business on the American Express Network, including the *American Express Technical Specifications* and the *American Express Merchant Operating Guide*.
- Participant must ensure that Payment Facilitators and their Sponsored Merchants have all licenses and legal and regulatory permissions necessary to conduct business. Participant must ensure that Payment Facilitators and their Sponsored Merchants operate their businesses in a safe and sound manner and in compliance with Applicable Law, and must not directly or indirectly engage in or facilitate any action that does not comply with Applicable Law.
- Participant must ensure that Payment Facilitator has processes in place to ensure ongoing compliance with American Express subcontracting requirements.
- Participant and Payment Facilitator acknowledge that American Express, in its sole discretion, may place Payment Facilitator on Fraud Full Recourse or in one of its Chargeback programs.
- Participant has processes in place to review each Payment Facilitator's performance against American Express requirements as defined in these *Operating Regulations*, and processes are in place to promptly address any issues and gaps.
- Participant must ensure that Payment Facilitator (i) performs the minimum verification processes and reviews each of its Sponsored Merchant's website for compliance with the American Express website information display requirements described in [Subsection 2.4.1](#); (ii) maintains processes to ensure ongoing compliance with website information display requirements; and (iii) confirms such websites do not contain libelous, defamatory, obscene, pornographic, or profane material or any instructions that may cause harm to any individuals or to the American Express Brand.
- Participant must ensure that Payment Facilitator adheres to the American Express Data Security Operating Policy (DSOP) and PCI DSS, and ensures that Sponsored Merchants adhere to the DSR and PCI DSS, each as described in [Chapter 15, "Data Security"](#).
- Participant must ensure that Payment Facilitator enforces each of its Sponsored Merchant's compliance with the provisions of their respective Sponsored Merchant Agreements, including the termination of Payment Services provided to Sponsored Merchants if they breach any of the provisions that American Express requires Payment Facilitator to include in Sponsored Merchant Agreements.
- Participant must ensure that Payment Facilitator and each Sponsored Merchant maintain customer service information that is readily available for review by Cardmembers transacting with the Sponsored Merchant. The customer service information must provide clear instructions on how to contact Payment Facilitator or the Sponsored Merchant, including an active customer service email address and telephone number.

7.3.5 Payment Facilitator Agreement Requirements

7.3.5.1 The form, content, and appearance of the Payment Facilitator Agreements are at the discretion of the Participant, except as specified below. Each Payment Facilitator Agreement must (i) be duly executed by an authorized representative who has authority to bind the Payment Facilitator, (ii) be consistent with the American Express Brand and all Applicable Laws, and (iii) include the following provisions:

- A requirement that the Payment Facilitator comply with the policies and rules set forth in these *Operating Regulations*.
- A requirement that each agreement between the Payment Facilitator and a Sponsored Merchant comply with the applicable requirements provided in this [Chapter 7, "Secondary Acquisition Channels"](#), the *American Express Merchant*

Operating Guide, and all applicable requirements specified in these *Operating Regulations*.

- A prohibition on signing any merchant to accept Cards under the Program that is not a Sponsored Merchant Prospect (e.g., another Payment Facilitator) or processing Transactions on behalf of another Payment Facilitator.
- A requirement that Payment Facilitator shall accurately describe Sponsored Merchant Prospect criteria in any type of communications, publications, promotional or marketing materials, whether internal, external, oral or written.
- A requirement that Participant has the right to immediately terminate a Payment Facilitator Agreement or Sponsored Merchant Agreement for cause or fraudulent or other activity, or otherwise upon American Express' request.
- A requirement that Payment Facilitator assume financial liability for all settlement activity on behalf of their Sponsored Merchants, including Chargebacks and Credits. Payment Facilitators are also liable for all other acts, omissions, and Cardmember customer service-related issues caused by the Payment Facilitator's Sponsored Merchants.
- A requirement that Payment Facilitators shall (i) perform appropriate ATF background and verification checks, credit checks, KYC, and AML checks of all their Sponsored Merchants and their respective Significant Owners and/or Authorized Signer(s) in accordance with Applicable Laws and otherwise as American Express may require, and (ii) provide American Express, on request, copies of policies governing these checks and otherwise respond to American Express' requests about performance of these checks.
- A prohibition on Payment Facilitator discriminating against the Card by charging Sponsored Merchants higher or additional fees or assessments (or both) for such services than Payment Facilitator would charge Sponsored Merchant for similar services Payment Facilitator provides to merchants for Other Payment Products. Any such fees or assessments must not be prohibited by Applicable Law.
- A prohibition on Payment Facilitator and Sponsored Merchants transferring financial liability by asking or requiring Cardmembers to waive their disputes rights.
- A requirement that Payment Facilitator only deposit Transactions from Sponsored Merchants within the United States Region.
- A requirement that Payment Facilitators must provide to the Participant the Merchant Data for each of their Sponsored Merchants who will be transacting on the American Express Network in accordance with the requirements set forth in [Section 5.4, "Merchant Data Elements"](#).
- A requirement that Payment Facilitator must ensure that its Sponsored Merchants comply with the DSR and PCI DSS, each as described in [Chapter 15, "Data Security"](#).
- A requirement that Payment Facilitator must report all instances of a Data Incident immediately to Participant after discovery of the incident.
- A requirement to cease all use of, and remove American Express Licensed Marks from a Payment Facilitator's website and wherever else they are displayed upon termination of the Payment Facilitator Agreement or a Payment Facilitator's participation in the Program.
- A requirement that Payment Facilitator include an express disclosure to Sponsored Merchants that American Express may use the information obtained in the Sponsored Merchant application at the time of setup to screen, communicate with and/or monitor Sponsored Merchant in connection with Card marketing and administrative purposes.

A High CV Payment Facilitator is a Payment Facilitator with either (i) greater than USD \$250,000,000 in Charge Volume from its Sponsored Merchants in a rolling twelve (12) month period or (ii) greater than USD \$25,000,000 in Charge Volume from its Sponsored Merchants in any three (3) consecutive months.

- 7.3.5.2** An acknowledgment from the Payment Facilitator that it may be converted from the Program to a direct Card acceptance relationship with American Express if and when it becomes a High CV Payment Facilitator. This acknowledgment must include express agreement that, upon conversion, (i) the Payment Facilitator will be bound by

American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Payment Facilitator for Card acceptance.

7.3.6 Payment Facilitator Registration Process and Due Diligence

7.3.6.1 Participant must complete the following requirements for each Payment Facilitator that it intends to use in connection with the Program:

- Perform an upfront screening and due diligence review, and on an annual basis thereafter, which shall include verification that the Payment Facilitator is financially sound, conducting the type of business in which it claims, has sufficient safeguards in place for handling merchant account and/or transaction information, and is operating in accordance with Applicable Law.
- Conduct a background investigation of each principal or controlling owner to verify responsibility (including financial responsibility, if applicable) and ensure that no significant derogatory information exists.
- Complete a *Payment Facilitator Registration Form* in accordance with the requirements set forth in this [Section 7.3.6, "Payment Facilitator Registration Process and Due Diligence"](#).

7.3.6.2 Participant must submit a *Payment Facilitator Registration Form* for each Payment Facilitator performing Services (in the template provided in [Appendix G, "Payment Facilitator Form"](#) and on American Express 360Connect). The *Payment Facilitator Registration Form* must be submitted no less than thirty (30) days prior to onboarding a Payment Facilitator under the Program. Completed registration forms must be emailed to program.oversight.management@aexp.com with the subject line entitled "*Payment Facilitator Registration Form*".

7.3.6.3 By submitting a *Payment Facilitator Registration Form*, Participant certifies that the Payment Facilitator meets the requirements for onboarding a Payment Facilitator, and has processes and procedures in place to comply with the *Operating Regulations* applicable to the Services the Payment Facilitator performs.

7.3.6.4 A Payment Facilitator may perform Services only after Participant has completed the registration process set forth above and American Express has provided its written approval for the Payment Facilitator to participate in the Program.

7.3.6.5 Participant will setup the Payment Facilitator in its systems, unless: (i) the Payment Facilitator does not meet the eligibility requirements provided in [Section 7.3, "Payment Facilitator Channel Requirements"](#); (ii) the required information is not present on the *Payment Facilitator Registration Form*; or (iii) the *Payment Facilitator Registration Form* is otherwise incomplete or inaccurate.

7.3.6.6 Participant will provide changes to information previously submitted for a Payment Facilitator on a semi-annual basis using the *Payment Facilitator Registration Form*. Participant must update Payment Facilitator information as required to keep such information current with American Express.

7.3.6.7 American Express may request Participant to provide additional information regarding its Payment Facilitator sub-channel from time to time. Participant will provide such information on Participant's Payment Facilitator program or information regarding an individual Payment Facilitator upon American Express' request.

7.3.7 Payment Facilitators Channel Oversight

7.3.7.1 Participant shall require and use all reasonable efforts to ensure that each Payment Facilitator complies with the sales and setup requirements and best practices for selling Card acceptance in [Chapter 4, "Welcome Acceptance of American Express® Cards"](#), including attending training about the Program, in accordance with [Subsection 21.1.5, "General Compliance Training"](#), on an annual basis.

7.3.7.2 Participant is required to audit its Payment Facilitators and any Sales Agents (that it may be authorized to engage) on an annual basis to ensure compliance with Program requirements and these *Operating Regulations*, and provide such audit results to

American Express upon request. In addition, Participant is required to perform annual due diligence screenings of its Payment Facilitators, which must include a financial review and background check of each Payment Facilitator, including a background check of their principal or controlling owner(s).

7.3.7.3 Participant must have access to all original agreements it enters with Payment Facilitators and all supporting materials, including copies of its Payment Facilitators' Sponsored Merchant Agreements. Participant will ensure that its Payment Facilitators maintain these documents in accordance with the records retention requirements in [Chapter 19, "Reporting and Records Retention"](#), and provide such copies to Participant, upon Participant's request, from time to time. Participant must forward copies of these documents, or any due diligence or audits Participant completes on its Payment Facilitators and/or its Payment Facilitators' Sponsored Merchants, to American Express, upon American Express' request, provided that Participant may redact any confidential portions from such documents.

7.3.8 Payment Facilitator Termination

7.3.8.1 American Express, in its sole discretion, may require that Participant rescind the use of a Payment Facilitator in connection with Card acceptance at any time. However, except in unusual circumstances, American Express will not require that Participant rescind authorization of all Payment Facilitators due to the non-compliance of an individual Payment Facilitator as long as Participant promptly ceases using such Payment Facilitator following the non-compliance identified by either American Express or Participant. If American Express requests Participant to cease using a registered Payment Facilitator, then Participant will immediately cease using such Payment Facilitator and in all cases no later than five (5) Business Days after receiving such request from American Express.

7.3.8.2 If Participant terminates its relationship with a Payment Facilitator in connection with sales and solicitation of Other Payment Products acceptance, then Participant must revoke such Payment Facilitator in connection with sales and solicitation of Card acceptance and notify American Express of such termination Semi-Annually using the *Payment Facilitator Registration Form* (provided in [Appendix G, "Payment Facilitator Form"](#) and on American Express 360Connect). Revocation of a Payment Facilitator with respect to sales and solicitation of Card acceptance shall occur no later than the effective date for terminating the sales and solicitation of Other Payment Products.

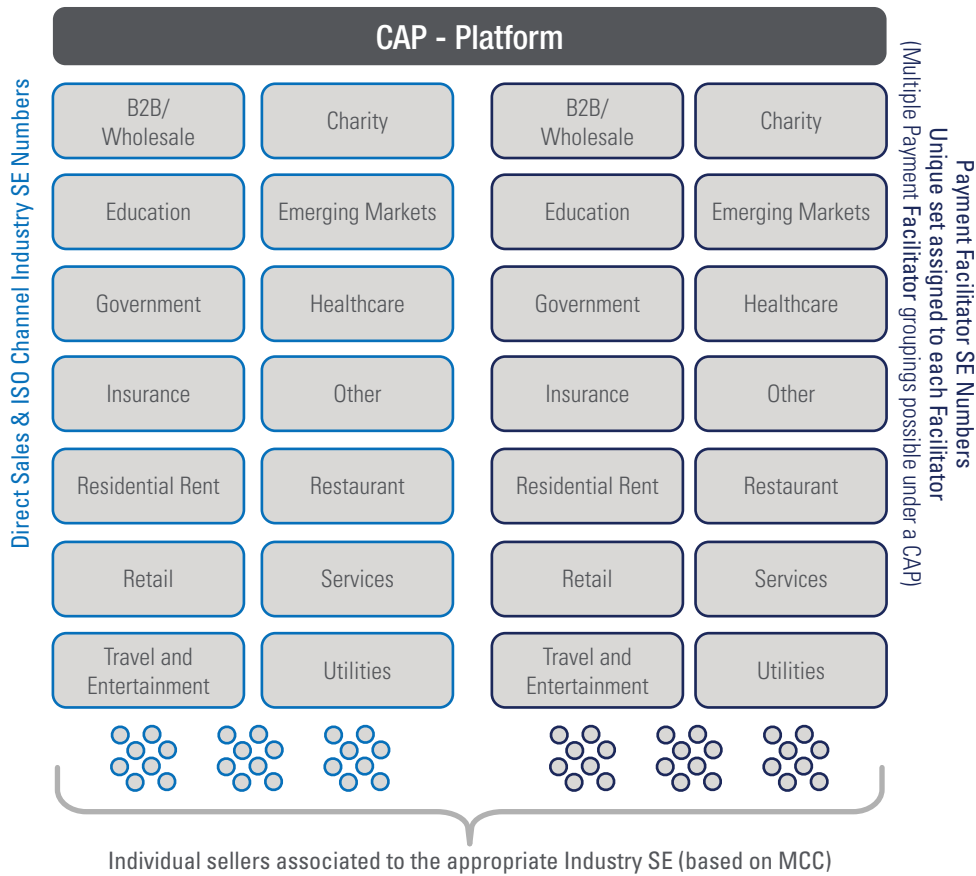
7.3.8.3 Upon ceasing the use of a Payment Facilitator, Participant must ensure that said Payment Facilitator removes all American Express documentation and brand logos from its websites, unless Participant confirms in writing that said Payment Facilitator operates under the Program with a different Participant.

7.3.9 Technical Enablement Requirements for Onboarding Payment Facilitators

7.3.9.1 The following requirements apply to Sponsored Merchants acquired by Payment Facilitators authorized to perform Services under the Program:

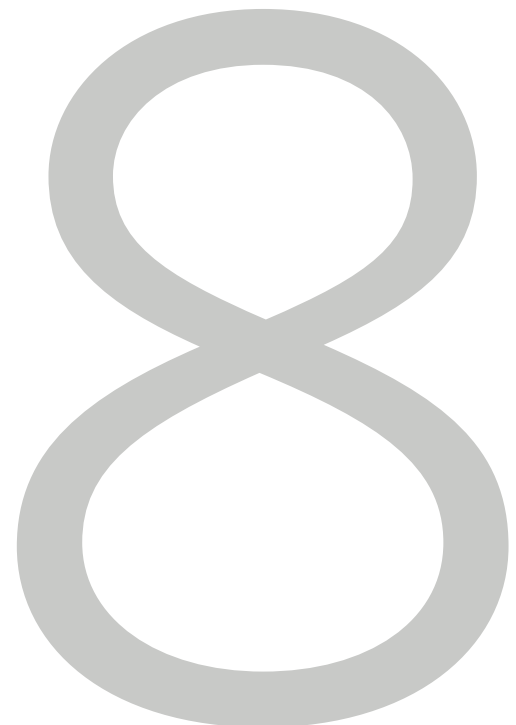
- Participant along with its Payment Facilitators must be fully certified to submit Transaction Data, inclusive of Merchant Data, to American Express in accordance with the *American Express Technical Specifications*.
- A unique set of Industry SE Numbers is required if Participant enables a Payment Facilitator sub-channel. American Express will create and affiliate this set of Industry SE Numbers to Participant's CAP account. All registered Payment Facilitators will transact under a single set of standalone Industry SE Numbers.
- Participant and its Payment Facilitators will identify each Sponsored Merchant it acquires under the Program and submit their Merchant Data to American Express through the *Sponsored Merchant Information Interface*.
- Payment Facilitator will assign a unique Seller ID for each Sponsored Merchant. The Seller ID will be the consistent identifier for all Authorization, Submission, and reporting activities during Sponsored Merchant's participation in the Program.

- Participant must ensure that Payment Facilitators assign its Sponsored Merchants to one of the MCCs that most accurately describes the goods or services sold by such Sponsored Merchants based on the categories specified in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#) and in accordance with the Authorization and Submission File requirements provided in [Chapter 12, "Authorizations"](#) and [Chapter 13, "Submissions"](#) of these *Operating Regulations*.
- Sponsored Merchant Transactions submitted to American Express by Participant or its Payment Facilitators must contain the Merchant Data elements described in the specifications for the *Sponsored Merchant Information Interface*. Refer to the *American Express Technical Specifications* for more information.
- Illustration of a sample Payment Facilitator sub-channel hierarchy under an OptBlue Participant:



Specific Industries

- 8.1 Introduction
- 8.2 Acceptance Procedures for Specific Industries
- 8.3 Installment Payment Transaction Acceptance Procedures
- 8.4 Online Gambling Acceptance Procedures - U.S. Region Only
- 8.5 Private Air Charter Acceptance Procedures - U.S Region Only



8.1 Introduction

- 8.1.1** This chapter sets forth additional policies and procedures applicable to Participants and Program Merchant Prospects acquired under the Program and classified in specific industries. To the extent possible, the provisions of this [Chapter 8, "Specific Industries"](#) and the other provisions of these *Operating Regulations* shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then the provisions of this [Chapter 8, "Specific Industries"](#) shall govern.

8.2 Acceptance Procedures for Specific Industries

- 8.2.1 High Risk Merchant Categories** American Express considers the following industry categories to be high risk. In addition to the onboarding requirements set forth in [Subsection 2.2.2](#) of these *Operating Regulations* and the requirements in this chapter, the following categories may be signed by Participant and qualify as Program Merchant Prospects under the Program. Participant must conduct additional due diligence by obtaining the supporting documentation set forth below prior to signing such merchants and furnish such documentation to American Express within seventy-two (72) hours of request and upon performing an oversight review as set forth in [Section 20.2](#). These requirements do not create a representation, warranty, or guarantee by Participant that such merchant conducts, or will continue to conduct, business in any particular industry. High risk merchant category activities that do not fulfill these procedures are prohibited.
- **Bail/Bail Bond (Fee only):** At the time of signing a Program Merchant Prospect that is classified as bail/bail bond (MCC 9223), Participant must ensure that such Program Merchant Prospect submits transactions for the bail bond fee only. American Express reserves the right to exercise Chargeback for transactions submitted for actual bail/bail bond payments.
 - **Charitable and Social Service Organizations:** At the time of signing a Program Merchant Prospect that is classified as a non-profit, non-political charitable organization (MCC 8398) and accepting payment for tax deductible donations, Participant must obtain proof of such Program Merchant Prospect's tax-exempt status with a regulating tax authority or local council in accordance with Applicable Law. For the purpose of clarification, this category shall also include donation crowdfunding merchants that accept donations on behalf of individuals raising money for various causes without any expectation of repayment and without any additional perceived or actual financial or tangible benefit.
 - **Dating Services:** At the time of signing a Program Merchant Prospect that is classified as a dating service (MCC 7273), Participant must obtain proof that such Program Merchant Prospect is a legitimate dating service and does NOT provide services that (i) accept payment directly or indirectly for potentially sexual related services (e.g., Escort services, strippers, etc.) or (ii) promote or provide sexual services in return for payment (e.g., prostitution). A Program Merchant Prospect that provides services in either (i) or (ii) is prohibited and must not be signed. In the event Program Merchant Prospect is an online dating service, Participant shall perform minimum verification and monitoring processes (e.g., utilizing an automated web scanning service, capturing screen shot images upon acquisition, and/or conducting periodic and ongoing website reviews), to ensure compliance with these additional verification requirements.
 - **Digital File Hosting (Cyberlockers):** At the time of signing a Program Merchant Prospect that is classified as a digital file hosting (cyberlockers) service (MCC 4816), Participant must (i) obtain proof that such Program Merchant Prospect possesses the necessary registration and licensure required in compliance with all Applicable Laws and (ii) perform minimum verification and monitoring processes (e.g., utilizing an automated web scanning service, capturing screen shot images upon acquisition, and/or conducting periodic and ongoing website reviews) to monitor for illegal digital content including pornography, child pornography, pirated digital content, copyright infringement, criminal acts, etc.
 - **Installment Payment Transactions:** At the time of signing a Program Merchant Prospect that is classified as an Installment Payment Transaction Provider (also referred to as a Buy

Now Pay Later or BNPL) (MCC 5999), a Participant must ensure that a BNPL Program Merchant Prospect meets the eligibility requirements prior to accepting the Card under the Program, in accordance with [Section 8.3, "Installment Payment Transaction Acceptance Procedures"](#) below and these *Operating Regulations*.

- **Massage Parlor:** At the time of signing a Program Merchant Prospect that is classified as a massage parlor (MCC 7297), Participant must obtain proof that such Program Merchant Prospect is a legitimate therapeutic massage parlor, possesses the necessary licensure specializing in providing therapeutic massage services, and does NOT provide services that (i) accept payment directly or indirectly for potentially sexual related services or (ii) promote or provide sexual services in return for payment (e.g., prostitution). A Program Merchant Prospect that provides services in either (i) or (ii) is prohibited and must not be signed.
- **Online Gambling:** At the time of signing a Program Merchant Prospect that is classified as online gambling (MCC 7801), a Participant and Program Merchant Prospect must be licensed by an applicable governmental authority (federal, state, or tribal) and registered with American Express prior to accepting the Card under the Program, in accordance with [Section 8.4, "Online Gambling Acceptance Procedures - U.S. Region Only"](#) below, these *Operating Regulations*, and Applicable Law.
- **Online Pharmacy:** At the time of signing a Program Merchant Prospect that is classified as an online pharmacy (MCC 5122, 5912), Participant must submit to American Express an *Online Pharmacy Merchant Registration Form*, via American Express 360Connect, along with an attestation in the format provided in [Appendix C, "Online Pharmacy Program Merchants"](#) (or in a different format chosen by Participant provided that all the information in [Appendix C, "Online Pharmacy Program Merchants"](#) is included) from an authorized representative of the Program Merchant Prospect that it complies with the licensing and inspection requirements of U.S. federal law and the state in which it is located and each state to which it dispenses pharmaceuticals, or proof that the pharmacy is certified by the VIPPS® (Verified Internet Pharmacy Practice Sites) Program of the National Association of Boards of Pharmacy. Participant must retain hard copies of this requisite online pharmacy verifying information or documentation for a period of seven (7) years from the date of receipt
- **Online Tobacco:** At the time of signing a Program Merchant Prospect that is classified as an online seller of tobacco (MCC 5993), including tobacco, smokeless tobacco, e-cigarettes, and vaping products, Participant must submit to American Express an *Online Tobacco Merchant Registration Form*, via American Express 360Connect, along with an attestation in the format provided in [Appendix C, "Online Tobacco Program Merchants"](#) (or in a different format chosen by Participant provided that all the information in [Appendix C, "Online Tobacco Program Merchants"](#) is included) from the Program Merchant Prospect, ensuring that Program Merchant Prospect complies with all Applicable Laws involving the sale of online tobacco, including, but not limited to not being listed on the Bureau of Alcohol, Tobacco, Firearms and Explosives PACT Act Non-Compliant List. Participant must retain copies of the notarized Affidavit of Compliance with Laws for a period of seven (7) years from the date of receipt.
- **Political Organizations:** At the time of signing a Program Merchant Prospect that is classified as a political organization (MCC 8651), Participant must obtain proof that such Program Merchant Prospect is (i) registered as a political party and candidate at the federal, state/provisional, or local level and (ii) registered as a tax exempt organization (e.g., articles of incorporation, online tool to verify non-profit status with tax authority) required in compliance with all Applicable Laws.
- **Securities Brokers/Dealers:** At the time of signing a prospective Program Merchant that is classified as a securities broker/dealer (MCC 6211), Participant must ensure that the Program Merchant submits Transactions for the securities broker/dealer's fee only. American Express reserves the right to exercise Chargeback for Transactions submitted for the purchase of securities, stocks, bonds, commodities, and mutual funds.

8.3 Installment Payment Transaction Acceptance Procedures

- 8.3.1** A Program Merchant Prospect must meet certain eligibility requirements prior to submitting Transactions, for installment payment activities under the Program in accordance with this [Section 8.3, "Installment Payment Transaction Acceptance Procedures"](#).
- 8.3.2 Eligibility Requirements - Program Merchant Prospects.** Prior to signing a Program Merchant Prospect engaged in installment payment activities (BNPL Program Merchant Prospect), a Participant must ensure that each BNPL Program Merchant Prospect adheres to each of the following requirements including, but not limited to:
- **MCC Assignment.** A BNPL Program Merchant Prospect must be assigned MCC 5999 (Miscellaneous Specialty and Retail Shops) under the Program.
 - **Permitted Industry Categories.** A BNPL Program Merchant Prospect is restricted to offering installment payment services to an End Beneficiary classified in the Retail category set forth in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#).
 - **Prohibited Industry Categories.** In addition to the prohibited industry categories set forth in [Appendix J, "Prohibited Merchant Industries and Categories — Do Not Sign"](#), a BNPL Program Merchant Prospect must not sign an End Beneficiary classified in any of the following categories:

Table 8-1: MCC Categories

MCC	Description
0742	Veterinary Services
4119	Ambulance Services
4722	Travel Agencies and Tour Operators
4814	Telecommunication Services
4900	Utilities - Electric, Gas, Water, and Sanitary
5122	Drugs, Drug Proprietarys, and Druggist Sundries
5813	Drinking Places (Alcoholic Beverages) - Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques
5968	Direct Marketing - Continuity/Subscription Merchant
5976	Orthopedic Goods - Prosthetic Devices
6300	Insurance Sales, Underwriting, and Premiums
6513	Real Estate Agents and Managers - Rentals
6538	Person-to-Person Payments
7011	Lodging - Hotels, Motels, Resorts, 'Non-branded' Central Reservation Services (Not Elsewhere Classified)
7512	Car Rental Agencies
7997	Membership Clubs (Sports, Recreation, Athletic), Country Clubs, and Private Golf Courses
8050	Nursing and Personal Care Facilities

MCC	Description
8062	Hospitals
8071	Medical and Dental Laboratories
8099	Medical Services and Health Practitioners (Not Elsewhere Classified)
9222	Fines
9311	Tax Payments

- **Data Requirements.** A BNPL Program Merchant Prospect must use the BNPL business name in conjunction with the name of the actual End Beneficiary for whom the Transaction is submitted in all Authorization and Submission messaging.
For BNPL only, the format is: BNPL~NAME*END~BENEFICIARY~NAME
Note: In the example above, tilde (~) characters represent character spaces.
- A BNPL Program Merchant must settle payment to an End Beneficiary where the original Transaction occurred and must not facilitate payment outside the geographic territory or eligible marketing region specified under the Program Agreement;
- A BNPL Program Merchant must limit a Cardmember's purchase value to not exceed USD \$10,000 with a repayment period no longer than three (3) months;
- A BNPL Program Merchant must not charge a Cardmember interest or any other fees for non-discretionary services, other than late payment fees;

8.3.3 Additional Flow-Down Requirements. In addition to the requirements set forth in [Subsection 3.2.2](#) of these *Operating Regulations*, Participant must ensure each agreement it has with a BNPL Program Merchant Prospect incorporates the following:

- The BNPL Program Merchant must disclose to the Cardmember that it is not the end seller of goods and/or services being purchased and must include language within its customer terms and conditions that directs a customer to deal directly with the End Beneficiary in the event of any dispute relating to the goods and/or services;
- The BNPL Program Merchant must disclose to the Cardmember material terms of the installment agreement, including but not limited to, the amount of the Transaction, frequency of the installment, and any assessment of late payment fees;
- The BNPL Program Merchant must not offer a stored value transaction or allow a Cardmember to preload funds for the purpose of enabling higher value purchases than BNPL eligibility requirements would normally allow;
- The BNPL Program Merchant's mobile device application or website must provide sufficient information appearing on Cardmembers statements to enable easy reconciliation of Transactions. The mobile device application or website must include for each installment, at a minimum, the following information:
 - Description of each individual purchase, including the name of the End Beneficiary;
 - Date and value of each individual purchase;
 - Data and value of each installment charge for that individual purchase; and
 - Number of installments paid and number of installments remaining in the series (e.g., 1 of 4).
- The BNPL Program Merchant must submit an Authorization request for each individual installment Transaction in the amount of the value of the installment (not the full purchase amount) and at the time such installment is due; and

- The BNPL Program Merchant must not submit any related future installment Transactions for settlement until a previously exercised Chargeback or Disputed Charge is resolved in favor of the BNPL Program Merchant.

8.4 Online Gambling Acceptance Procedures - U.S. Region Only

8.4.1 A Participant and Program Merchant Prospect must meet certain eligibility requirements prior to soliciting Program Merchant Prospects, and a Program Merchant Prospect must meet certain eligibility requirements prior to submitting Transactions, for online gambling activities under the Program in accordance with this [Section 8.4, "Online Gambling Acceptance Procedures - U.S. Region Only"](#).

8.4.2 Eligibility and Requirements - Participant. Prior to soliciting a Program Merchant Prospect engaged in online gambling activities (Online Gambling Program Merchant Prospect), a Participant must adhere to each of the following requirements including, but not limited to:

- **Legal Authority.** A Participant must ensure that (i) its enablement of Program Merchants to accept and process the Card under the Program and (ii) all of its online gambling activities and payment activities (whether or not classified in MCC 7801) are permitted under Applicable Law. A Participant must provide American Express with a copy of its license (or similar document), if any, issued by the applicable governmental authority (federal, state, or tribal) that expressly authorizes Participant to engage in such activities.
- **Legal Opinion or Certification.** In jurisdictions that do not require licensure of such activities, a Participant must obtain and provide American Express with either of the following two options:
 - **Legal Opinion.** A copy of a reasoned legal opinion, addressed to the Participant and on which American Express may rely, from a reputable U.S. law firm with expertise in online gambling. The legal opinion must (i) identify all relevant gambling, gaming, and similar laws applicable to the Participant in that jurisdiction, including its Card acceptance and processing activities under the Program; and (ii) demonstrate that the Participant's gambling and payment activities (whether or not classified in MCC 7801) comply at all times with any laws identified above. The legal opinion must be acceptable to American Express.
 - **Certification in Support of Online Gambling Registration.** *Certification in Support of Online Gambling Registration*, available on American Express 360Connect. The *Certification in Support of Online Gambling Registration* must be submitted to American Express at the time of initial registration to sign Online Gambling Program Merchants. This Certification must be acceptable to American Express.
- **Effective Risk Controls.** Participant must maintain effective onboarding, underwriting, compliance, and risk management programs that meet with Applicable Law, industry best practices, and which at a minimum: (a) effectuate the requirements set forth in [Subsection 8.4.3](#) below, (b) ensure full compliance with Applicable Law, including Regulation GG, which implements the Unlawful Internet Gambling Enforcement Act of 2006 (31 USC 5361 et seq.), and (c) include procedures to deny American Express Card processing and suspend, cancel, or disentitle the Online Gambling Program Merchant of Card acceptance, if the Participant has actual knowledge that an Online Gambling Program Merchant submitted restricted transactions (as defined under Regulation GG).
- **Fraud Mitigation Tools.** Participant must be certified for American Express' Enhanced Authorization fraud mitigation tool and ensure that its Online Gambling Program Merchants utilize Enhanced Authorization while accepting the Card for online gambling Transactions in accordance with the *American Express Technical Specifications*.
- **Anti-Money Laundering and Due Diligence.** Participant must maintain an effective anti-money laundering (AML) monitoring program in accordance with [Section 21.1, "Anti-Money Laundering and Prevention of Terrorist Financing"](#) and [Section 21.4, "Anti-Corruption"](#) of these *Operating Regulations*. A Participant must conduct appropriate due diligence and perform risk-based monitoring for each of its Online Gambling Program

Merchant Prospects in accordance with the terms of these *Operating Regulations* and Applicable Law.

- **Notification of Changes to Previously Submitted Information.** A Participant must notify American Express of any changes related to information it provided or conditions given for any such approvals. Such notification shall include, but are not limited to, loss of licensure, licensure renewal lapses, licensure deficiencies, investigations, and any revisions or additions to information previously provided to American Express (e.g., legal opinion, third-party certifications, expansion of online gambling activity jurisdiction for which Participant had not previously registered with American Express) to make the information current and complete. Participant must notify American Express within ten (10) days following any such change. If requested, Participant must submit to American Express documentation in connection with the change(s).
- **Disbursement of Cardmember Winnings.** Cardmember winning proceeds occurring at an Online Gambling Program Merchant Establishment must not be credited back to a Card.
- **Participant Registration.** Participant must register with American Express demonstrating that it meets the requirements described in this [Section 8.4, "Online Gambling Acceptance Procedures - U.S. Region Only"](#) and these *Operating Regulations*.

In order to register, a Participant must submit on behalf of itself an *Online Gambling Registration Form*, available on American Express 360Connect. The *Online Gambling Registration Form* must be submitted to American Express with all supporting documentation as requested on the form, no less than ninety (90) days prior to soliciting Online Gambling Program Merchant Prospects.

By submitting an *Online Gambling Registration Form*, a Participant certifies that it meets the online gambling requirements and has processes and procedures in place to comply with the *Operating Regulations* and Applicable Law. Solicitation of Online Gambling Program Merchant Prospects may occur only after American Express has provided its written approval and the Participant has completed the required technical enablement and certification.

- **Advertising and Marketing.** With respect to advertising and marketing of Program-related Online Gambling activities, Participant must, and must ensure its Participant Sales Entities and Program Merchants, obtain all necessary approvals and comply with [Section 18.2, "Program Merchant Marketing Communications"](#) of these *Operating Regulations*.

8.4.3 Eligibility and Requirements - Program Merchant Prospects. Prior to signing an Online Gambling Program Merchant Prospect to become a Program Merchant, Participant must ensure that each Online Gambling Program Merchant Prospect adheres to the following requirements:

- **Legal Authority.** At all times, a Participant must ensure its Online Gambling Program Merchant Prospects' online gambling activities and Transactions they submit (whether or not classified in MCC 7801) are permitted under Applicable Law. A Participant must obtain from each Online Gambling Program Merchant Prospect a copy of a license (or similar document) issued by the applicable governmental authority (federal, state, or tribal) in each jurisdiction that expressly authorizes the Online Gambling Program Merchant Prospect to engage in online gambling activities (whether or not classified in MCC 7801). Participant will furnish copies of such licenses or other related documents to American Express within seventy-two (72) hours of request.
- **Legal Opinion.** A Participant must obtain from each Online Program Merchant Prospect, in addition to its license, a copy of a reasoned legal opinion, addressed to Participant and on which American Express may rely, from a reputable U.S. law firm with expertise in online gambling. The legal opinion must (i) identify all relevant gambling, gaming, and similar laws applicable to the Online Gambling Program Merchant Prospect in that jurisdiction; and (ii) demonstrate that the Online Gambling Program Merchant Prospect's online gambling activities (whether or not classified in MCC 7801) comply at all times with any laws identified above. The legal opinion must be acceptable to American Express. Participant will furnish copies of such legal opinion or other related documents to American Express

within seventy-two (72) hours of request. If the legal opinion is not acceptable to American Express, then Participant shall obtain another, acceptable legal opinion from the Online Program Merchant Prospect.

- **MCC Assignment.** Only Program Merchant Prospects classified in MCC 7801 (Government-Licensed Online Gambling - U.S. Region) and described in this section may be signed. For the purpose of the Program, MCC 7801 includes online casino-style games (e.g., blackjack, poker, and slots) and online sports wagering in which a customer uses the internet and/or mobile device apps to place wagers on sporting events or contests. This category does not include daily fantasy sports, online lottery gaming, and advanced-deposit wagering (ADWs, i.e., where a customer funds an account either online or by telephone before being allowed to place a bet for horse and/or greyhound dog races for which the bettor is not required to be present). The following MCCs are ineligible and strictly prohibited under the Program:
 - MCC 7800 (Government-Owned Lotteries)
 - MCC 7802 (Government-Licensed Horse/Dog Racing)
 - MCC 7995 (Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks)
- **Effective Risk Controls.** Participant must ensure its Online Gambling Program Merchants maintain effective compliance and risk management programs in accordance with Applicable Law and industry best practices to comply fully with the requirements set forth in [Section 8.4](#). At a minimum, the Online Gambling Program Merchant, demonstrates, without limitation, (i) implementation of written policies and procedures that are reasonably designed to identify and block (or otherwise prevent or prohibit) restricted transactions (as defined in Regulation GG), (ii) conducting ongoing due diligence of their customers consistent with Applicable Law and industry practices, (iii) obtaining and maintaining any third-party certifications that their systems for engaging in online gambling activities are reasonably designed to ensure that the business will remain within the licensed or otherwise lawful limits, including with respect to identity, age, and geolocation verification, and (iv) maintaining procedures for ongoing monitoring and testing to detect potential restricted transactions, including monitoring patterns to detect suspicious payment activities from their customers. Furthermore, an Online Gambling Program Merchant's controls must also include procedures for blocking or otherwise not submitting restricted transactions. Online Gambling Program Merchants will be placed on Fraud Full Recourse or in one of American Express' Chargeback programs as described in the *Operating Regulations*.
- **Anti-Money Laundering and Due Diligence.** Participant must ensure its Online Gambling Program Merchant Prospects maintain effective anti-money laundering (AML) and anti-corruption monitoring programs in accordance with Applicable Law.
- **Notification of Changes to Previously Submitted Information.** A Participant must ensure its Online Gambling Program Merchant notifies it of any changes related to information for which they provided or conditions given for any such approvals. Such notification shall include, but are not limited to, loss of licensure, licensure renewal lapses, licensure deficiencies, investigations, and any revisions or additions to information previously provided to American Express (e.g., legal opinion, third-party certifications, expansion of online gambling activity jurisdiction for which the Online Gambling Program Merchant had not previously registered with American Express, etc.) to make the information current and complete. Participant must notify American Express within ten (10) days following any such change regarding an Online Gambling Program Merchant. If requested, Participant must submit to American Express documentation in connection with the change(s).
- **Program Merchant Prospect Registration.** Prior to signing an Online Gambling Program Merchant Prospect, a Participant must register each Online Gambling Program Merchant Prospect with American Express demonstrating that each registrant meets the requirements described in this [Section 8.4, "Online Gambling Acceptance Procedures - U.S. Region Only"](#) and these *Operating Regulations*.

In order to register, a Participant must submit on behalf of each Online Gambling Program Merchant Prospect, an *Online Gambling Registration Form*, available on American Express 360Connect. The *Online Gambling Registration Form* must be submitted to American Express with all supporting documentation as requested on the form, no less than ninety (90) days prior an Online Gambling Program Merchant Prospect accepting the Card under the Program.

By submitting an *Online Gambling Registration Form*, a Participant certifies that each registrant meets the online gambling requirements and has processes and procedures in place to comply with the *Operating Regulations* and Applicable Law. Submission of Transactions for online gambling activities may occur only after American Express has provided its written approval for each registrant.

8.4.4 Additional Flow-Down Requirements. In addition to the requirements set forth in [Subsection 3.2.2](#) of these *Operating Regulations*, Participant must ensure that each Merchant Agreement with an Online Gambling Program Merchant Prospect incorporates the following:

- A requirement that an Online Gambling Program Merchant must provide a notice on its website clearly identifying U.S. jurisdictions in which it is licensed and authorized to offer online gambling services;
- A written commitment to notify Participant of any changes in the Online Gambling Program Merchant's legal authority to engage in the online gambling business;
- A requirement that an Online Gambling Program Merchant's system for operating its online gambling activities include effective identity, age, and geolocation verification;
- A requirement that an Online Gambling Program Merchant must not sell casino gaming chips or other value that can be used, directly or indirectly, to gamble at locations other than those that are expressly permitted under the Program;
- A requirement that the Program Merchant must utilize, and ensure that its applicable service providers support, American Express' Enhanced Authorization fraud mitigation tool while accepting the Card for online gambling Transactions; and
- A requirement that an Online Gambling Program Merchant must not credit Cardmember winning proceeds for gambling or unused principal back to the Card.

8.4.5 Failure to comply with the requirements set forth in this [Section 8.4, "Online Gambling Acceptance Procedures - U.S. Region Only"](#) may result in the assessment of Non-Compliance Fees described in [Chapter 9, "Non-Compliance"](#) and actions taken up to and including termination of the Program Agreement. Furthermore, American Express reserves the right to request copies of documentation from Participant confirming that its Online Gambling Program Merchants are compliant with the aforementioned requirements. Participant must furnish copies to American Express within seventy-two (72) hours of request.

8.5 Private Air Charter Acceptance Procedures - U.S Region Only

8.5.1 Participants must meet certain eligibility requirements prior to soliciting Program Merchant Prospects for private air charter acceptance. Program Merchant Prospects must also meet certain eligibility requirements prior to submitting Transactions, for air charter activities under the Program in accordance with this [Section 8.5, "Private Air Charter Acceptance Procedures - U.S Region Only"](#).

This change is effective
April 12, 2024.

8.5.2 Eligibility Requirements - Participant. Prior to soliciting a Program Merchant Prospect engaged in private air charter (Private Air Charter Program Merchant Prospect), a Participant must meet and adhere to each of the following requirements including, but not limited to:

- **Data Quality:** Participants must not have any deficiencies in the quality of Program Merchant data currently provided to American Express through the *Sponsored Merchant Information Interface*, in accordance with [Section 5.3, "Merchant Data Quality"](#); and, Participant must not have any deficiencies in the quality of Program Merchant data submitted to American Express in accordance with the *American Express Technical Specifications*, including the then current *Global Credit Authorization Guide* and *Global*

Financial Submission Guide (GFSG), for any Program Merchant in any category permitted under the Program.

- **Certification to submit Airline Transaction Advice Addendum (TAA):** Participant must build and certify to the submission of enhanced data requirements set forth in the “*Airline Industry Specific Transaction Advice Addendum (TAA)*” as outlined in the *GFSG* and any associated specification documents specific to air charter transactions as provided by American Express.
- **Enhanced Due Diligence:** Participant must verify that each Private Air Charter Sponsored Merchant Prospect is operating in full compliance with all applicable laws and meets all industry-specific requirements, such as licensing and regulatory obligations.
- **Additional Risk Requirements:** Participant must undergo a risk assessment and provide American Express with a letter of credit or other specified collateral. This collateral serves as a security measure, offering protection in case of non-compliance or default by the Private Air Charter Program Merchant. At any time, American Express may take additional protective actions to mitigate risk in accordance with [Section 17.3, "Protective Action"](#).
- **Reporting:** American Express may further request Participant build and submit to American Express industry-specific reporting related to Private Air Charter transactions, the format and frequency of which to be determined.

8.5.3 Eligibility and Requirements – Program Merchant Prospects. Prior to signing a Private Air Charter Program Merchant Prospect to become a Program Merchant, Participant must ensure that each Private Air Charter Program Merchant Prospect adheres to the following requirements:

- **Private vs. Public Air Charter:** Private Air Charter Program Merchant Prospects may not operate a public air charter service under the Program.
- **Licensing and Regulatory:** Private Air Charter Program Merchant Prospects must operate in full compliance with all applicable laws and meet industry-specific requirements, such as licensing and regulatory obligations.
- **MCC Assignment:** A Private Air Charter Program Merchant Prospect must be assigned MCC 4511 and must submit all Charges under that MCC. This requirement ensures that Transactions are accurately categorized and monitored for compliance and reporting purposes.
- **General Requirements:** Private Air Charter Program Merchants are subject to all other requirements applicable to Program Merchants as set forth in these *Operating Regulations*.

8.5.4 Participant Registration: Participant must submit a request for approval to American Express to solicit Program Merchants in the Private Air Charter category and complete a certification process demonstrating that it meets the requirements described in [Subsection 8.5.2](#). These requirements are captured on the Private Air Charter Certification Form that may be obtained from your American Express Representative upon request. By submitting the *Private Air Charter Certification Form*, Participant certifies that it meets the eligibility requirements and has processes and procedures in place to comply with the *Operating Regulations* and Applicable Law. Solicitation of Private Air Charter Program Merchant Prospects may occur only after American Express has provided its written approval and the Participant has completed the required technical enablement and certification.

American Express in its sole discretion reserves the right to decline Participant's request to solicit and submit charges for Private Air Charter Program Merchant Prospects.

Non-Compliance

- 9.1 Introduction
- 9.2 Operating Regulations Compliance and Enforcement
- 9.3 Program Non-Compliance Fees



9.1 Introduction

- 9.1.1** Failure to comply with the policies in the *Operating Regulations* or related *Technical Specifications* and manuals may adversely affect Cardmembers, Participants, the American Express Brand, or undermine the integrity of the American Express Network. American Express reserves the right to enforce adherence to policies using various mechanisms, including the assessment of non-compliance fees. This [Chapter 9, "Non-Compliance"](#) sets forth certain Non-Compliance Fees that American Express may assess Participant under the Program.

9.2 Operating Regulations Compliance and Enforcement

9.2.1 Non-Compliance Fee Assessment

American Express may assess fees to Participant for violations of the *Operating Regulations*, including the *Technical Specifications*. In lieu of, or in addition to, the imposition of a Non-Compliance Fee, American Express, in its sole discretion, may require Participant to take such action and American Express itself may take such action as it deems necessary or appropriate to ensure compliance with these *Operating Regulations*. In the exercise of such discretion, American Express may consider the nature, willfulness, number and frequency of occurrences, and possible consequences resulting from a failure to comply with these *Operating Regulations*. American Express may also, in its sole discretion, provide notice and limited time to cure such non-compliance before assessing a Non-Compliance Fee. Participant's continued non-compliance with these *Operating Regulations* or the *Technical Specifications* may result in the assessment of additional Non-Compliance Fee(s) and actions taken up to and including termination of the Program Agreement.

9.2.2 Determination of Violation

American Express may determine a violation of these *Operating Regulations* or *Technical Specifications* has occurred or is occurring by methods including, but not limited to:

- Information based on a response from a Participant to a request for information or other available information
- Failure of a Participant to respond to a request for information or failure to provide all information requested
- Monitoring of data or activity on the American Express Network
- Findings of an American Express audit, investigation, or questionnaire

9.2.3 Notification of Violation Process

American Express will notify a Participant if it determines that a violation of policy has occurred or if it determines that a violation is continuing to occur. A notification of violation will include a description of the violation and a reference to policy.

9.2.4 Request for Information

American Express may request information from a Participant in order to assess adherence to policy or in response to a violation of policy. A Participant must respond to a request for information within the time period specified and by the method specified.

9.2.5 Action Plans

American Express may require a non-compliant Participant to complete and submit an Action Plan that is acceptable to American Express to address deficiencies. Participants are required to complete the actions in an Action Plan by the dates specified in the plan. American Express may periodically request a status update from a Participant for an Action Plan. Participants are required to respond to the request within the time specified by American Express along with any supporting documentation. Failure to respond to requests from American Express or

failure to complete the actions agreed in an Action Plan by the dates specified may result in American Express assessing Non-Compliance Fees described in [Section 9.3, "Program Non-Compliance Fees"](#) below.

9.3 Program Non-Compliance Fees

Non-Compliance Fees will be assessed as follows:

9.3.1 Brand Protection Non-Compliance

Table 9-1: Brand Protection Non-Compliance Fee

Type of Fee	Brand Protection Non-Compliance
Description	Participant must not process illegal, fraudulent, deceptive, unfair or abusive Transactions. Participants are subject to Brand Protection non-compliance fees as described in Section 2.7, "Brand Protection" of the <i>Operating Regulations</i> for violations of the Brand Protection policies. Brand Protection non-compliance fees for violations related to illegal or Brand Damaging Activity will be waived if the Participant reports the violations to American Express in writing before American Express notifies the Participant of the violations, so long as the violations are then corrected according to policy stated in Subsection 2.7.4, "Correcting Violations" .
References	Section 2.7, "Brand Protection"
Remedial Action	Remedial action and corrective action(s) needed will be described in a warning letter.
Fee Assessment	<p>First violation of policy regulation: Warning letter with specific date and action(s) for correction.</p> <p>Second violation of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$50,000 for processing illegal, Brand Damaging or Prohibited Transactions for an eligible merchant.</p> <p>Third and all subsequent violations of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$100,000 per incident.</p>

9.3.2 General Non-Compliance

Table 9-2: General Non-Compliance Fee

Type of Fee	General Non-Compliance
Description	Participant must comply with all provisions contained within the <i>Operating Regulations</i> . American Express may assess fees to Participant for violations of Program policy documented in these <i>Operating Regulations</i> . These fees may be assessed where a non-compliance fee has not been specified for a specific policy violation or when a warning letter has been issued, but the Participant has not taken action to correct the policy violation.
References	<ul style="list-style-type: none"> Section 1.5, "Non-Compliance with Operating Regulations"; All Program requirements.

Type of Fee	General Non-Compliance
Remedial Action	Remedial action and corrective action(s) needed will be described in a warning letter.
Fee Assessment	<p>First violation of policy regulation: Warning letter with specific date and action(s) for correction.</p> <p>Second violation of the same policy regulation within a 12-month period after notification of first violation: Up to USD \$25,000.</p> <p>Third and all subsequent violations of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$50,000 per incident.</p>

9.3.3 Merchant Acquiring Non-Compliance

Table 9-3: Merchant Acquiring Non-Compliance Fee

Type of Fee	Merchant Acquiring Non-Compliance
Description	Participant must comply with American Express' requirements governing the acquisition of Program Merchants under the Program, including solicitation of Program Merchant Prospects that meet Program criteria sizing and verification guidelines, assignment of correct MCC codes, and incorporation of American Express' "flow-down" policy requirements for all Merchant Agreements, Sponsored Merchant Agreements, and Payment Facilitator Agreements used in connection with the Program.
References	<ul style="list-style-type: none"> • Chapter 2. "Acquiring Program Merchants" (excluding Section 2.7. "Brand Protection") • Chapter 3. "Merchant Agreement" • Section 4.3. "Communications and Engagement with Merchants" • Section 4.4. "Point of Purchase Materials and Signage" • Section 4.5. "POS System and Technical Enablement" • Section 7.3. "Payment Facilitator Channel Requirements" • Subsection 7.3.6. "Payment Facilitator Registration Process and Due Diligence" • Chapter 8. "Specific Industries" • Appendix C. "Affidavit of Compliance with Laws" • Appendix J. "Prohibited Merchant Industries and Categories — Do Not Sign" • Appendix K. "Merchant Exclusion List" • <i>American Express Merchant Operating Guide</i>
Remedial Action	Remedial action and corrective action(s) needed will be described in a warning letter.

Fee Assessment	<p>First violation of policy regulation: Warning letter with specific date and action(s) for correction.</p> <p>Second violation of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$50,000.</p> <p>Third and all subsequent violations of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$100,000 per incident.</p>
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9.3.4 Program Technical Specifications Non-Compliance

Table 9-4: Program Technical Specifications Non-Compliance Fee

Type of Fee	Program Technical Specifications Non-Compliance
Description	Participant must provide required data specified in the <i>Operating Regulations</i> and Program Technical Specifications that is complete, current and valid in accordance with Program requirements. Participant may be subject to Program Technical Specifications non-compliance fees if data is missing or incorrect.
References	<ul style="list-style-type: none"> • Section 2.8, "Merchant Industry Classification" • Section 4.6, "Close Rate" • Chapter 5, "Merchant Data" • Section 7.3.9, "Technical Enablement Requirements for Onboarding Payment Facilitators" • Chapter 10, "Merchant Auto-Enablement and Other Transitions" • Chapter 12, "Authorizations" • Chapter 13, "Submissions" • Chapter 14, "Settlement" • Appendix E, "Reports & Data Requirements" • Appendix L, "Auto-Enablement Data Requirements" • <i>American Express Technical Specifications</i>
Remedial Action	Remedial action and corrective action(s) needed will be described in a warning letter.
Fee Assessment	<p>First violation of policy regulation: Warning letter with specific date and action for correction.</p> <p>Second violation of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$100,000.</p> <p>Third and all subsequent violations of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$150,000 per incident.</p>

9.3.5 PSE Registration Non-Compliance

Table 9-5: PSE Registration Non-Compliance Fee

Type of Fee	PSE Registration Non-Compliance
Description	Participant must register and certify Participant Sales Entities (e.g., ISOs and Payment Facilitators), including any refresh of information, in accordance with Program requirements set forth in the <i>Operating Regulations</i> .
References	<ul style="list-style-type: none"> • Section 7.2.4. "ISO Registration Process and Due Diligence" • Section 7.2.5. "ISO Sales Channel Oversight" • Section 7.2.7. "ISO Sales Channel Reporting Requirements" • Section 7.3.6. "Payment Facilitator Registration Process and Due Diligence" • Section 7.3.7. "Payment Facilitators Channel Oversight" • Appendix F. "ISO Registration and Certification Form" • Appendix G. "Payment Facilitator Form"
Remedial Action	Remedial action and corrective action(s) needed will be described in a warning letter.
Fee Assessment	<p>First violation of policy regulation: Warning letter with specific date and action(s) for correction.</p> <p>Second violation of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$25,000.</p> <p>Third and all subsequent violations of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$50,000 per incident.</p>

9.3.6 Regulatory Compliance Non-Compliance

Table 9-6: Regulatory Compliance Non-Compliance Fees

Type of Fee	Regulatory Compliance Non-Compliance
Description	Participant must comply with Program regulatory compliance requirements set forth in the <i>Operating Regulations</i> , including initial and ongoing capture of merchant information, verification, screening, record retention requirements, and timely submission of Program due diligence questionnaire.
References	<ul style="list-style-type: none"> • Chapter 21. "Regulatory Compliance" • Appendix I. "American Express Compliance & Ethics Due Diligence Questionnaire — OptBlue Program"
Remedial Action	Remedial action and corrective action(s) needed will be described in a warning letter.

Fee
Assessment

First violation of policy regulation: Warning letter with specific date and action(s) for correction.

Second violation of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$100,000.

Third and all subsequent violations of the same policy regulation within a 12-month period after notification of the first violation: Up to USD \$150,000 per incident.

9.3.7 Data Security Non-Compliance

Data Security non-compliance will be subject to the requirements and assessments set forth in the DSOP.

Merchant Auto-Enablement and Other Transitions

- 10.1 Introduction
- 10.2 Merchant Base Auto-Enablement
- 10.3 Existing American Express Merchants
- 10.4 Additional Terms
- 10.5 High CV Merchant Conversions
- 10.6 Merchant Portfolio Sales

10

10.1 Introduction

- 10.1.1** This [Chapter 10, "Merchant Auto-Enablement and Other Transitions"](#) sets forth the process the parties shall follow to:
- Auto-Enable Existing Participant Merchants that are not also Existing American Express Merchants;
 - Auto-Enable Existing American Express Merchants (if and when Participant is authorized to do so under the Program Agreement); and
 - Transition High CV Merchants from the Program to a direct Card acceptance relationship with American Express.

10.2 Merchant Base Auto-Enablement

10.2.1 General

The process Participant shall follow to auto-enable its Eligible Non-Accepting Merchant Base to the Program is set forth in this [Section 10.2, "Merchant Base Auto-Enablement"](#). For the purpose of this section, *Eligible Non-Accepting Merchant Base* means the group of Program Merchant Prospects that are (i) Existing Participant Merchants; and (ii) not Existing American Express Merchants (including Program Merchant Prospects whom American Express reserves to itself for sales solicitations).

Immediately following an Auto-Enablement of the Eligible Non-Accepting Merchant Base and/or Existing American Express Merchant Base, Participant must incorporate such merchants into its next *Sponsored Merchant Information Interface* submission in accordance with the *American Express Technical Specifications*.

10.2.2 Eligible Non-Accepting Merchant Base

- Identification of Merchants.** Participant shall, in accordance with the qualification requirements set forth in [Section 2.2, "Qualification Requirements"](#), (i) identify all merchants, for which they have appropriate information sharing permissions with, in its Eligible Non-Accepting Merchant Base and (ii) provide to American Express, in a secured file format, the data required by [Appendix L, "Auto-Enablement Data Requirements"](#) requested by American Express to enable American Express to screen such merchants in order to confirm eligibility as non-accepting American Express merchants under the Program (*Eligible Non-Accepting Base List*) within sixty (60) days following the Program Launch Date. American Express will have thirty (30) days from receipt of such list to screen merchants in accordance with the criteria in [Subsection 10.2.2, "Eligible Non-Accepting Merchant Base"](#), and remove merchants that are Existing American Express Merchants and return the list to Participant. The list returned by American Express shall be the definitive Eligible Non-Accepting Base List. Participant shall not Auto-Enable any Program Merchant Prospects within the Eligible Non-Accepting Merchant Base until American Express returns this definitive list to Participant and complies with the terms of the Program Agreement and this [Chapter 10, "Merchant Auto-Enablement and Other Transitions"](#).
- Eligible Non-Accepting Merchant Base Screening Criteria.** As part of the auto-enablement process, American Express reserves the right to remove merchants from the Eligible Non-Accepting Base List that fulfill any of the following criteria: (1) merchants that are located at an address outside of the United States Region, (2) merchants classified or assigned to a prohibited industry and/or category MCC, (3) merchants that are a prohibited merchant (meaning those merchants listed on the Merchant Exclusion List in [Appendix K, "Merchant Exclusion List"](#)), (4) merchants classified or designated as a derogatory (or negatively) canceled merchant, or (5) merchants that have submitted any Charge Volume in the last twelve (12) months or merchants affiliated through to a CAP submitted any Charge Volume in the last twelve (12) months. Notwithstanding the foregoing, American Express may elect to add Inactive Existing American Express Merchants to the Eligible Non-Accepting Base List. If American Express so elects,

Participant shall Auto-Enable such Inactive Existing American Express Merchants in accordance with this [Subsection 10.2.2, "Eligible Non-Accepting Merchant Base"](#).

- c. **Auto-Enablement Process.** Within ninety (90) days following the date American Express approves the release of the Eligible Non-Accepting Base List, Participant shall send each Program Merchant Prospect on the Eligible Non-Accepting Merchant Base List a notice (a *Merchant Auto-Enablement Notice*) that clearly discloses the following information in a format that is clear and understandable to the general merchant population:
 - (i) notice that Participant will enable it to accept Cards under the Program, and that the Program Merchant Prospect will communicate its express agreement to the enablement upon first acceptance of a Transaction or other demonstrable action signifying its express agreement;
 - (ii) an explanation of the pricing terms applicable under the Program;
 - (iii) notice that Program Merchant Prospect's rights and obligations with respect to Card acceptance will be governed by the Merchant Agreement between the Program Merchant Prospect and Participant;
 - (iv) notice that the Merchant Agreement gives the merchant the right to terminate Card acceptance immediately and without penalty by providing Participant notice of termination; and
 - (v) a notice of the process for the merchant to contact Participant, by inbound telephone, email, facsimile, website and any other means identified by Participant, in order to terminate Card acceptance if it desires.
- d. **Activation Actions.** Following execution of the Auto-Enablement process described above, Participant shall execute a variety of merchant reinforcement actions, as determined by Participant, with the intent of increasing activation among Program Merchant Prospects in the Eligible Non-Accepting Merchant Base.
- e. **Reporting.** Participant shall provide American Express with detailed monthly reporting about the performance of each Auto-Enablement, the content and timing of which to be mutually agreed to by the parties.
- f. **Remediation.** Participant shall be responsible for responding to and resolving any issues raised by Program Merchant Prospects in the Eligible Non-Accepting Merchant Base related to the Auto-Enablement process. Participant shall not refer such merchants to American Express.
- g. **Opt-Out.** If more than one percent (1%) of the Program Merchant Prospects affirmatively opt-out of the Program by contacting Participant within thirty (30) days after receiving a Merchant Auto-Enablement Notice, Participant shall perform a root cause analysis to determine the reasons for the opt-out rate. Based upon the results of the root cause analysis, Participant shall discuss the issue with American Express and take further action to address the root cause of the high opt-out rate.
- h. **Participant Sales Entities.** Participant shall cause each of its Participant Sales Entities to Auto-Enable their respective Program Merchant Prospects in accordance with the process set forth in this [Subsection 10.2.2, "Eligible Non-Accepting Merchant Base"](#). If Participant launches a particular Participant Sales Entity after the Program Launch Date, the time frames set forth above shall be measured from the date such Participant Sales Entity first begins soliciting Program Merchant Prospects to participate in the Program.

10.3 Existing American Express Merchants

10.3.1 General

The process Participant shall follow to Auto-Enable ESA Merchants, OnePoint Merchants, and AXP Proprietary Merchants (collectively, the Existing American Express Merchant Base) to the Program is set forth in this [Section 10.3, "Existing American Express Merchants"](#).

10.3.2 Existing American Express Merchant Base

- a. **Identification of OnePoint Merchants.** Participant shall, in accordance with the qualification requirements set forth in [Section 2.2. "Qualification Requirements"](#), provide to American Express, in a secured file format, a list of its OnePoint Merchants and the data required by [Appendix L. "Auto-Enablement Data Requirements"](#) to enable American Express to screen such merchants in order to confirm their status as OnePoint Merchants (*OP Merchant List*) upon meeting the performance criteria set forth in the Program Agreement. American Express will have thirty (30) days from receipt of such list to screen merchants (in accordance with the criteria listed in [Subsection 10.3.2. "Existing American Express Merchant Base"](#)) and remove merchants that are not OnePoint Merchants and return the list to Participant. The list returned by American Express shall be the definitive OP Merchant List. Participant shall not Auto-Enable any OnePoint Merchants until American Express returns this definitive list to Participant.
- b. **OnePoint Merchants Screening Criteria.** As part of the auto-enablement process, American Express has the right to remove merchants from the OP Merchant List that fulfills any of the following criteria: (1) merchants located at an address outside the United States Region, (2) merchants classified or assigned to a prohibited industry and/or category MCC, (3) merchants that are a prohibited merchant (meaning those merchants listed on the Merchant Exclusion List in [Appendix K. "Merchant Exclusion List"](#)), (4) merchants classified or designated as derogatory (or negatively) canceled merchant, (5) merchants that have submitted, or are affiliated through a CAP that has submitted, annual Charge Volume in excess of the ECV amount described in [Appendix A. "American Express OptBlue® Program Pricing and Signing Guidelines"](#), (6) merchants that are a party to a current or pending merchant financing arrangement with American Express, (7) merchants that are not a current OnePoint Merchant with Participant, (8) merchants that have a claim, dispute, or controversy with American Express, or (9) merchants that are participating in marketing or other offering campaigns with American Express.
- c. **Auto-Enablement Process.** Within ninety (90) days following the date American Express approves the OP Merchant List, Participant shall send each Program Merchant Prospect on the OP Merchant List a Merchant Auto-Enablement Notice that has been approved by American Express and that clearly discloses the following information in a format that is clear and understandable to the general merchant population:
 - (i) notice that Participant will enable it to accept Cards under the Program, and that the Program Merchant Prospect will communicate its agreement to the enablement upon first acceptance of a Transaction or other demonstrable action signifying agreement;
 - (ii) an explanation of the pricing terms applicable under the Program;
 - (iii) notice that Program Merchant Prospect's rights and obligations with respect to Card acceptance will be governed by the Merchant Agreement between the Program Merchant Prospect and Participant;
 - (iv) notice that the Merchant Agreement gives the merchant the right to terminate Card acceptance immediately and without penalty by providing Participant notice of termination; and
 - (v) a notice of the process for the merchant to contact Participant, by inbound telephone, email, facsimile, website and any other means identified by Participant, in order to terminate Card acceptance if it desires.
- d. **Participant Sales Entities.** Participant shall cause each of its Participant Sales Entities to Auto-Enable their respective OnePoint Merchants in accordance with the process set forth in this [Subsection 10.3.2. "Existing American Express Merchant Base"](#). If Participant launches a particular Participant Sales Entity after the Program Launch Date, the time frames set forth above shall be measured from the date such Participant Sales Entity first begins soliciting Program Merchant Prospects to participate in the Program.

10.3.3 ESA Merchants and AXP Proprietary Merchants

- a. **Identification of ESA Merchants and AXP Proprietary Merchants.** Participant shall, in accordance with the qualification requirements set forth in [Section 2.2. "Qualification Requirements"](#), provide to American Express, in a secured file format, a list of its ESA

Merchants and AXP Proprietary Merchants, and the data required by [Appendix L, "Auto-Enablement Data Requirements"](#) to enable American Express to screen such merchants in order to confirm their status as ESA Merchants and AXP Proprietary Merchants (*ESA and AXP Proprietary Merchant List*) upon meeting the performance criteria set forth in the Program Agreement. American Express will have thirty (30) days from receipt of such list to screen merchants in accordance with the criteria listed in [Subsection 10.3.3, "ESA Merchants and AXP Proprietary Merchants"](#), and remove merchants that are not ESA Merchants or AXP Proprietary Merchants and return the list to Participant. The list returned by American Express shall be the definitive ESA and AXP Proprietary Merchant List. Participant shall not Auto-Enable any ESA Merchants or AXP Proprietary Merchants until American Express returns this definitive list to Participant.

- b. **ESA Merchants and AXP Proprietary Merchants Screening Criteria.** As part of the auto-enablement process, American Express reserves the right to remove merchants from the ESA and AXP Proprietary Merchant List that fulfills any of the following criteria: (1) merchants located at an address outside of the United States Region, (2) merchants classified or assigned to a prohibited industry and/or category MCC, (3) merchants that are a prohibited merchant (meaning those merchants listed on the Merchant Exclusion List in [Appendix K, "Merchant Exclusion List"](#)), (4) merchants classified or designated as a derogatory (or negatively) canceled merchant, (5) merchants that have submitted, or are affiliated through a CAP that have submitted, annual Charge Volume in excess of the ECV amount described in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#) or merchants affiliated through to a CAP that submitted annual Charge Volume in excess of USD \$1,000,000, (6) merchants that are a party to a current or pending merchant financing arrangement with American Express, (7) merchants that have a claim, dispute, or controversy with American Express, or (8) merchants that are participating in marketing or other offering campaigns with American Express.
- c. **Auto-Enablement Process.** Within ninety (90) days following the date American Express approves the ESA and AXP Proprietary Merchant List, Participant shall send each Program Merchant Prospect on the ESA and AXP Proprietary Merchant List a Merchant Auto-Enablement Notice that has been approved by American Express and that clearly discloses the following information in a format that is clear and understandable to the general merchant population:
 - (i) notice that Participant will enable it to accept Cards under the Program, and that the Program Merchant Prospect will communicate its express agreement to the enablement upon first acceptance of a Transaction or other demonstrable action signifying express agreement;
 - (ii) an explanation of the pricing terms applicable under the Program;
 - (iii) notice that Program Merchant Prospect's rights and obligations with respect to Card acceptance will be governed by the Merchant Agreement between the Program Merchant Prospect and Participant;
 - (iv) notice that the Merchant Agreement gives the merchant the right to terminate Card acceptance immediately and without penalty by providing Participant notice of termination; and
 - (v) a notice of the process for the merchant to contact Participant, by inbound telephone, email, facsimile, website and any other means identified by Participant, in order to terminate Card acceptance if it desires.
- d. **Participant Sales Entities.** Participant shall cause each of its Participant Sales Entities to Auto-Enable their respective ESA Merchants and AXP Proprietary Merchants in accordance with the process set forth in this [Subsection 10.3.3, "ESA Merchants and AXP Proprietary Merchants"](#). If Participant launches a particular Participant Sales Entity after the Program Launch Date, the time frames set forth above shall be measured from the date such Participant Sales Entity first begins soliciting Program Merchant Prospects to participate in the Program.

10.4 Additional Terms

10.4.1 Fees

An Existing AXP Merchant Access Fee will be assessed on each Charge submitted by a Program Merchant that was an ESA Merchant or AXP Proprietary Merchant. This fee shall be assessed for a period of three (3) years following either (i) the date such Program Merchant was signed or was enabled to accept Cards under the Program or (ii) from the first Transaction submitted, unless the parties agree in writing.

Participant shall not charge merchants any additional fees in connection with Auto-Enablement (including fees for canceling, non-activation, or enablement after Auto-Enablement).

10.4.2 Capacity Limitations

Participant shall work with American Express to schedule Auto-Enablement of the Eligible Non-Accepting Merchant Base and Existing American Express Merchants in phases so that American Express has the resources and capacity to accommodate it.

10.4.3 Notwithstanding the provisions set forth in this [Chapter 10, "Merchant Auto-Enablement and Other Transitions"](#), the following shall apply only to Payment Facilitators who Auto-Enable their Sponsored Merchants under the Program:

- Payment Facilitators shall be eligible to immediately Auto-Enable their Sponsored Merchants upon meeting the Program launch requirements outlined in [Section 7.3, "Payment Facilitator Channel Requirements"](#) and [Section 7.3.6, "Payment Facilitator Registration Process and Due Diligence"](#) of these *Operating Regulations*.
- An Existing AXP Merchant Access Fee will be assessed on each Charge submitted by the Payment Facilitator. This fee shall be assessed for a period of three (3) years following the date such Sponsored Merchant signed or was Auto-Enabled to accept Cards under the Program.
- If, during the first six months following Program launch, Payment Facilitator has not achieved (i) a Close Rate that is higher than ninety percent (90%) in at least two consecutive months and (ii) an Activation Rate for its Eligible Non-Accepting Merchant Base of at least forty percent (40%) in at least two (2) consecutive months, then the AXP Merchant Access Fee shall be increased by an additional thirty (30) basis points for months 13 through 36.

10.5 High CV Merchant Conversions

10.5.1 **General.** Without limiting the prohibition in [Section 2.2, "Qualification Requirements"](#), this [Section 10.5, "High CV Merchant Conversions"](#) describes the process and terms and conditions that will apply to each Program Merchant that is or becomes a High CV Merchant due to (i) growth in Charge Volume after it signs to participate in the Program; (ii) Participant signing a Program Merchant that does not meet the eligibility criteria in [Section 2.2, "Qualification Requirements"](#) of the *Operating Regulations*; or (iii) any other reason.

10.5.2 **High CV Merchant Conversion Process.** If a Program Merchant becomes a High CV Merchant, American Express may initiate the process below by providing notice to Participant (*High CV Merchant Notice*). Effective on the date specified in the High CV Merchant Notice, the following shall apply:

- The Program Merchant will be considered an *AXP Direct Merchant*, and accordingly, will cease to be a Program Merchant. Participant will no longer have the right to permit the Program Merchant to accept Cards under a Merchant Agreement or Sponsored Merchant Agreement, as applicable.
- The AXP Direct Merchant will accept Cards under, and be bound by, a Card Acceptance Agreement between the AXP Direct Merchant and American Express upon AXP Direct Merchant's acceptance of the terms of the Card Acceptance Agreement. Neither

Participant nor any Participant Sales Entity will be a party to the Card Acceptance Agreement.

- American Express will provide the AXP Direct Merchant with an American Express "Welcome Kit" containing the current Card Acceptance Agreement applicable to the AXP Direct Merchant and any additional information it believes necessary to communicate to the AXP Direct Merchant about the AXP Direct Merchant's direct Card acceptance relationship with American Express.
- The pricing and other terms in this [Section 10.5. "High CV Merchant Conversions"](#) shall apply.

10.5.3 American Express Fees. American Express shall establish the amount payable by each AXP Direct Merchant for accepting Cards, and any related downgrade charges or other fees and assessments payable by an AXP Direct Merchant.

10.5.4 American Express Merchant Number. Within ten (10) Business Days after receiving a High CV Merchant Notice, Participant shall provide to American Express with the required data requested by American Express to enable American Express to assign the AXP Direct Merchant a unique number (Merchant Number). Participant shall use the Merchant Number assigned to the AXP Direct Merchant by American Express.

10.5.5 Non-Compliance Period. With respect to High CV Merchants that Participant signs to participate in the Program in violation of the eligibility requirements in the *Operating Regulations*, Participant may be required to reimburse American Express for the AXP Fee Variance during the period between the date Participant signs the High CV Merchant and the effective date of transfer of the High CV Merchant back to American Express (such period, the *Non-Compliance Period*) and may be subject to Non-Compliance fees described in [Chapter 9. "Non-Compliance"](#).

10.6 Merchant Portfolio Sales

10.6.1 Nothing in the *Operating Regulations* prohibits the assignment, sale or other transfer of a merchant portfolio from one Participant or Participant Sales Entity to another, provided that: (i) all Program requirements set forth in the *Operating Regulations* must be met by the purchasing organization (including the existence of an executed Program Agreement with American Express (in the case of a Participant) or prior registration as a Participant Sales Entity; (ii) written notification to American Express at least thirty (30) days before the effective date of any proposed assignment, sale or other transfer of a merchant portfolio that includes Program Merchants; (iii) any remaining liabilities owed to American Express for an existing Program Merchant (including obligations to pay Existing AXP Merchant Access Fees) shall transfer to the purchasing organization; and (iv) any necessary consents must be obtained in connection with the merchant portfolio sale in accordance with Applicable Law.

Program Pricing and Fees

- 11.1 Introduction
- 11.2 Wholesale Fees
- 11.3 Industry Classification
- 11.4 Chargebacks and Credits
- 11.5 Additional American Express Fees



11.1 Introduction

- 11.1.1** This [Chapter 11, "Program Pricing and Fees"](#) describes certain fees and other amounts payable under the Program. All amounts set forth in this [Chapter 11, "Program Pricing and Fees"](#) and elsewhere in these *Operating Regulations* are stated in U.S. Dollars (except as otherwise noted) and shall apply regardless of the location in which the Services are provided or performed. All fees and other amounts provided in this [Chapter 11, "Program Pricing and Fees"](#) are cumulative (i.e., multiple fees may apply to the same Transaction).

11.2 Wholesale Fees

- 11.2.1** American Express shall deduct a fee from each Charge from a Program Merchant submitted to American Express by Participant for settlement (*Wholesale Fee*). The Wholesale Fee shall be calculated by (i) multiplying the face value of the Charge by the applicable rate (*Wholesale Rate*) provided in the standard rate table set forth in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#) and (ii) adding additional American Express Fees to each Charge (as applicable) provided in [Section 11.5, "Additional American Express Fees"](#). American Express may change Wholesale Fees by providing written notice to Participant at least one hundred eighty (180) days prior to the effective date of such Wholesale Fees change, or upon such shorter notice as may be required by Applicable Law.
- 11.2.2** The Wholesale Fee is not interchange. Participant must not, and must ensure that its Participant Sales Entities do not, characterize it as such in any context and in any communications including, but not limited to Card acceptance applications and agreements, communication materials (e.g., marketing, advertising, or press releases), welcome kits, letters or statements. Participant must convey to Program Merchants that the cost for Card acceptance is set by Participant, and not American Express.
- 11.2.3** Participant must not, and must ensure its Participant Sales Entities do not, publish or disclose the Wholesale Fee and/or additional American Express fees publicly unless required or permitted by Applicable Law.

11.3 Industry Classification

- 11.3.1** The American Express OptBlue Program Pricing and Signing Guidelines described in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#) provides a mapping of Program Merchant industries to MCCs. All Transactions submitted by Program Merchants will be assigned to one of these industries using this mapping. American Express has the right to audit any information Participant provides regarding the industry classification of Program Merchants.

11.4 Chargebacks and Credits

- 11.4.1** American Express will retain Wholesale Fees and Additional American Express Fees on all Chargebacks and Credits.

11.5 Additional American Express Fees

Following are additional fees that may be assessed in connection with the Program. Most adjustments and fees, including Non-Compliance fees and other Program-related fees, will appear in the *Global Raw Data Reconciliation (GRRCN) File*. Please refer to the *American Express Technical Specifications* for more information.

Table 11-1: Additional Fees

Fee Type	Description	Amount
General Assessment Fees		
Assessment Fee	An assessment fee that is applied on all American Express Charges, not Credits, submitted under the Program for all industries set forth in Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines" .	Please contact Participant for fee amount.
Acquirer Transaction Fee	An assessment that is applied on all American Express non-Debit Card Charges, not Credits, submitted under the Program for all industries set forth in Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines" .	Please contact Participant for fee amount.
Program Continuation Fee	An assessment fee that is applied on all American Express Charges, not Credits, submitted under the Program for industries with an ECV Program limit of \$1,000,000 or less, described in Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines" , at the Program Merchant's Establishment, not Industry SE level, with Charge Volume in excess of \$3,000,000 in a rolling twelve (12) month period.	Please contact Participant for fee amount.
Authorization Fees		
Non-swiped Transaction Fee (Card/Device Not Present Fee)	A fee applied to any Charge for which American Express did not receive (i) the full Magnetic Stripe or Chip Card Data from the Card/Device and (ii) the Magnetic Stripe or Chip Card Data indicator. This fee is applicable to all industries, except the Charity, Emerging Markets, Insurance, Residential Rent, and Utilities categories, as set forth in Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines" .	Please contact Participant for fee amount.
Non-swiped Application-initiated Transaction Fee	A fee applied to any Charge initiated by a digital wallet utilizing a merchant application within a Mobile Device, and not through the contactless interface, for which American Express did not receive both (i) the full Magnetic Stripe and (ii) the indicator as to whether the Card was swiped. This fee is applicable to all industries, except the Charity, Emerging Markets, Insurance, Residential Rent, and Utilities categories, as set forth in Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines" .	Please contact Participant for fee amount.

Fee Type	Description	Amount
Submission and Settlement Fees		
Inbound Fee	A fee applied on any Charge made using a Card that was issued by an Issuer outside the United States. As used in the proceeding sentence, 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 as set forth in Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines" . Additionally, this fee shall not be applied to Transactions originating at a Program Merchant located in Puerto Rico or the U.S. Virgin Islands.	Please contact Participant for fee amount.
Technical Specifications Non-Compliance (CAPN) Fee	A fee applied to any Transaction submitted to American Express that does not comply with the Technical Specifications. Without limiting Participant's obligation to administer other fees in these <i>Operating Regulations</i> , Participant will obtain Technical Specifications certification by American Express, and require that the Program Merchants authorize and submit field level data in compliance with the Technical Specifications. If Participant does not obtain such certification from American Express, or any Program Merchant does not authorize or submit field level data in compliance with the Technical Specifications, then American Express may assess Participant Non-Compliance Fees. Participant will be liable to American Express for such Non-Compliance Fees regardless of whether or not it is able to pass such fees to Program Merchants.	Please contact Participant for fee amount.
Data Quality Fee	A fee applied to any Transaction submitted to American Express that does not meet the data quality standards of the Program (e.g., Assignment of a prohibited MCC or the MCC does not correspond with the applicable Industry SE Number).	Please contact Participant for fee amount.
Data Security Fees		
Targeted Analysis Program (TAP) Non-Compliance Fee	Non-compliance fee assessed when Cardholder Data compromise obligations are not satisfied within 45 days from the date of notification.	Please contact Participant for fee amount.
Data Incident Non-Compliance Fee	A fee assessed in respect to a Data Incident.	Please contact Participant for fee amount.
Data Security Non-Validation Fee	Depending on Transaction volume, there are reporting obligations under the DSOP and DSR including providing Validation Documentation to Participant and/or American Express. An assessment of a non-validation fee may occur for failure to provide the mandatory Validation Documentation by the applicable deadline. Non-validation fees are cumulative.	Please contact Participant for fee amount.

Fee Type	Description	Amount
Other Merchant Fees		
Data Pass Violation Fee	Participant and its Covered Parties (including Payment Facilitators and Program Merchants) must not accept or have accepted Transaction Data from, not provide or have provided Transaction Data to, any third parties other than their Covered Parties. If American Express, in its sole discretion, determines that there has been a violation of this provision, a data pass violation fee may be assessed.	Please contact Participant for fee amount.
Excessive Chargeback Fee	A fee applied in each month after the following "excessive chargeback" threshold has been met: in any three (3) consecutive months, the monthly ratio of Chargebacks (less Chargeback Reversals) to gross Charges (less Credits) at an Establishment exceeds one percent (1%). For information about Disputed Charge monitoring, see Chapter 16. "Chargebacks and Inquiries" .	Please contact Participant for fee amount.
Existing AXP Merchant Access Fee	A fee applied to each Charge submitted by a Program Merchant that was an ESA Merchant or AXP Proprietary Merchant (including a Sponsored Merchant) on the date such Program Merchant was signed or was Auto-Enabled (as applicable) to accept Cards under the Program as part of the existing American Express Merchant auto-enablement process described in Section 10.3. "Existing American Express Merchants" . This fee shall apply to each such Program Merchant for three (3) years following either (i) the date it was signed or was Auto-Enabled to accept Cards under the Program or (ii) from the first Transaction submitted, unless the parties agree in writing. For the avoidance of doubt, the Existing AXP Merchant Access Fee will continue to apply to a Program Merchant if there was a merchant portfolio sale from one Participant to another Participant.	Please contact Participant for fee amount.

Authorizations

- 12.1 Introduction
- 12.2 Authorization Process
- 12.3 Authorization Data Elements
- 12.4 Service and Systems
- 12.5 Service Levels



12.1 Introduction

- 12.1.1** The terms and conditions applicable to Participant's provision of Authorization Services and of American Express' provision of Authorizations are provided in this [Chapter 12, "Authorizations"](#) and in the Authorized Processor Agreement (APA) between Participant, acting in its capacity as an Authorized Processor, and American Express, and in the *American Express Technical Specifications*, including the *Global Credit Authorization Guide*.

12.2 Authorization Process

- 12.2.1** Authorization requests must be submitted to American Express in accordance with the *American Express Technical Specifications*, including the *Global Credit Authorization Guide*. American Express uses customized versions of the general ISO formats for Authorization requests and responses and for collecting data from a magnetic stripe or a Chip Card. Participant is responsible for communicating and ensuring compliance with the *American Express Technical Specifications*, by all third party processors used to send Authorization requests to American Express on behalf of the Participant's Program Merchant.
- 12.2.2** Participant must enable Program Merchants to transmit requests for Authorization electronically through a POS System for all Transactions. They will not contact American Express directly for Voice Authorization or any other offline process. In addition, Participant must populate the Seller ID in an Authorization request with the same value provided in the *Sponsored Merchant Information Interface*.
- 12.2.3** Authorization requests must not include Authorization for Transactions other than in U.S. Dollars (USD).
- 12.2.4** In addition to submitting the required OptBlue Program specific data elements provided in the *Global Credit Authorization Guide*, Participant must also submit to American Express the appropriate American Express Merchant Numbers (also known as Industry SE Numbers) and Seller ID (for the transacting merchant) within the Authorization request.
- 12.2.5** All Authorization requests must be submitted using the MCC assigned to the Program Merchant.
- 12.2.6** A Charge will not be considered duly approved, unless an electronic Authorization response has been transmitted by American Express. Key response formats and the conditions leading to the response are listed in the *Global Credit Authorization Guide*. In particular, American Express (or another Issuer) is not obligated to issue Approvals for all Authorization requests and may issue Declines.
- 12.2.7** **Timing and Cut-Offs**
- a.** Participant will provide Authorization requests to American Express no later than seven (7) days after receipt from the Program Merchant, except for certain Charges from Program Merchants that are classified in the lodging and vehicle rental industries. Program Merchant must obtain a new Authorization if Program Merchant submits the Charge to Participant more than seven (7) days after the original Authorization date.
- 12.2.8** Participant understands that American Express has special procedures and requirements for certain types of Transactions (as listed in the *Global Credit Authorization Guide*). Participant will enable the Program Merchants to meet such requirements in case of those types of Transactions. Participant will comply with, and in certain cases, must be specifically certified by American Express for the purposes of transmitting and routing requests and responses for Authorization in the case of such special procedures.
- 12.2.9** Participant will not establish any minimum Transaction amount in order to transmit an Authorization request from Program Merchants to American Express.
- 12.2.10** No dynamic or multi-currency conversion practices are permitted on any requests or responses for Authorization, whether by Program Merchants or through Participant's systems under the Program.

- 12.2.11 Any Transaction submitted by a Program Merchant that has been identified and included in the *Seller Canceled Derogatory Notification (SCDNO) File*, as outlined in [Section 5.4, "Merchant Data Elements"](#), will be declined in the Authorization response.
- 12.2.12 Participant will notify and work with Program Merchants to resolve rejections of submitted Transactions.
- 12.2.13 Participant will maintain activity logs on how a specific Transaction has been handled by Participant (e.g., Transaction history details with actual file transmission log) for all submitted Transactions and responses as required by the records retention requirements set forth in [Chapter 19, "Reporting and Records Retention"](#), of these *Operating Regulations*.

12.3 Authorization Data Elements

- 12.3.1 Participant will provide the Authorization data elements set forth in the *Global Credit Authorization Guide* to American Express for all Transactions submitted by Participant. Failure to provide mandatory Authorization file data elements as described in [Subsection 12.2.1](#) above may result in declined Authorizations, and Participant may be subject to Non-Compliance fees as set forth in [Chapter 9, "Non-Compliance"](#).

12.4 Service and Systems

- 12.4.1 Participant will provide Authorization Services to Program Merchants by electronically transmitting all Authorization requests from Participant's network to American Express, and then transmitting a response to Program Merchant that reflects the content of American Express' response to the Authorization request. Participant understands that not all Authorization requests result in an Authorization.
- 12.4.2 Participant will connect its own computers directly to American Express' Credit Authorization System (CAS) for the purpose of performing Authorization Services through a dedicated telecommunications line. The cost of the dedicated telecommunications line and other costs directly related to establishment of the dedicated telecommunications line will be billed to Participant and payment will be made from Participant to American Express.

12.5 Service Levels

- 12.5.1 Participant will maintain all service levels and other performance standards as provided in the APA between American Express and Participant.

Submissions

- 13.1 Introduction
- 13.2 Submissions Process
- 13.3 Submission File Data Elements
- 13.4 Service and Systems
- 13.5 Service Levels

13

13.1 Introduction

- 13.1.1** The terms and conditions applicable to Participant's provision of Submission Services are provided in this [Chapter 13, "Submissions"](#) and in the Authorized Processor Agreement between Participant, acting in its capacity as an Authorized Processor, and American Express, and in American Express' *Global Financial Submission Guide*.
- 13.1.2** As indicated in the Program Agreement, Processing Services (which include Submission Services) will only be provided by an Authorized Processor.

13.2 Submissions Process

- 13.2.1** Participant will establish at least one (1) unique submitter identification number (commonly referred to as a *Submitter ID*) in order to submit Transactions under the Program. The new Submitter ID must not be the same identification number used with any other American Express merchant acquiring program (e.g., ESA Program or OnePoint Program). Participant must submit Transactions utilizing its own Submitter ID. American Express will not be liable for any Settlement payments misdirected to other parties other than Participant because of Participant's failure to provide its unique Submitter ID.
- 13.2.2** All Transactions must be submitted using the unique Submitter ID(s) described in [Subsection 13.2.1](#) above because American Express' reverse PIP and split dial direct connectivity programs are prohibited under the Program. Participant must communicate Program requirements to its integrators, VARs, vendors and gateways, including the prohibition of Program Merchants submitting Transactions for settlement directly to American Express.
- 13.2.3** Participant will transmit to American Express an electronic file (a *Submission* file) that records all authorized Transactions accepted by Program Merchants in order to receive payment from American Express. Missing or incomplete data that is required in the Submission file will result in rejected Transactions. In the event of a rejected Transaction, Participant must resubmit the Transaction with all required data elements set forth in the *Global Financial Submission Guide* utilizing the unique Submitter ID described in [Subsection 13.2.1](#) above.
- 13.2.4** Submission files must be in accordance with the *American Express Technical Specifications*, including the *Global Financial Submission Guide*, with the exception of any Merchant Data compliance certification exceptions granted by American Express in writing, and must not include Submissions for Transactions other than in U.S. Dollars. Participant must submit to American Express the appropriate American Express Merchant Number and the Seller ID for the Submission file. In addition, Participant must populate the Seller ID in a Submission file with the same value provided in the *Sponsored Merchant Information Interface* and Authorization request.
- 13.2.5** All Transactions must be submitted using the same MCC as was included with each original Authorization request.
- 13.2.6** **Timing and Cut-Offs:**
- Participant will provide Submission files to American Express no later than two (2) Business Days after receipt from the Program Merchant.
 - Participant may transmit to American Express multiple Submission files each day.
 - If Participant transmits the Submission file to American Express later than 11.59.59 P.M. Mountain Standard Time (MST) of any day, then the Submission file is considered to have been submitted the following Business Day.
- 13.2.7** American Express will review the Submission file, and for each Transaction submitted in the file, American Express will either:
- accept the submitted Charges and proceed to include the payment for these Charges in settlement files (subject to deductions for amounts owed to American Express); or
 - reject the submitted Charges if they do not meet the requirements outlined in the *Global Financial Submission Guide*.

- 13.2.8 Participant will notify and work with Program Merchants to resolve rejections of Submissions.
- 13.2.9 Participant will maintain activity logs on how a specific Transaction has been handled by Participant (e.g., Transaction history details with actual file transmission log) for all Submission files and responses as required by the records retention requirements set forth in [Chapter 19, "Reporting and Records Retention"](#), of these *Operating Regulations*.

13.3 Submission File Data Elements

- 13.3.1 Participant will provide the Submission file data elements set forth in the *Global Financial Submission Guide* to American Express for all Transactions submitted by Participant. For clarification purposes, Participant must **not** utilize the *XML Global Financial Submission Guide* version of the specifications for the Program. Failure to provide required Submission file data elements may result in rejected Transactions as described in [Subsection 13.2.3](#) above, and Participant may be subject to Non-Compliance fees as set forth in [Chapter 9, "Non-Compliance"](#).

13.4 Service and Systems

- 13.4.1 Participant will provide Submissions Services to Program Merchants by electronically transmitting all Submission files from Participant's network to American Express. American Express will provide a confirmation file or report of the Submission files to Participant.
- 13.4.2 Participant will connect its own computers directly to American Express through a dedicated telecommunications line for the purpose of performing Submission Services. The cost of the dedicated telecommunications line and other costs directly related to establishment of the dedicated telecommunications line will be billed to Participant and payment will be made from Participant to American Express.

13.5 Service Levels

- 13.5.1 Participant will maintain all service levels and other performance standards as provided in the APA between American Express and Participant.

Settlement

- 14.1 Introduction
- 14.2 Settlement Process
- 14.3 Participant Account and FBO Account



14.1 Introduction

- 14.1.1** The terms and conditions applicable to Participant's provision of Settlement are provided in this [Chapter 14, "Settlement"](#) and in the *Global Financial Submission Guide*. American Express hereby waives the prohibition in the APA restricting Participant from settling Charges with Program Merchants to the extent necessary to allow Participant to make settlement payments to Program Merchants as contemplated in this [Chapter 14, "Settlement"](#).

14.2 Settlement Process

- 14.2.1** Participant will submit Transactions from Program Merchants to American Express in U.S. Dollars. American Express will pay Participant in U.S. Dollars for the face amount of Charges Participant submits, less applicable deductions, rejections, and withholdings, which include: (a) the Wholesale Fee for the Charges relating to the payments for obligations made to, or goods and services purchased from, such Program Merchants and any applicable Transaction Fees; (b) any amounts for which American Express has exercised Chargeback with respect to Charges Participant submits; (c) any Credits Participant properly issued; and (d) any other amounts Participant owes American Express or its Affiliates. Participant is solely liable for all payments to and from the Program Merchants and the Participant Sales Entities, and if American Express cannot deduct such amounts from Settlement Funds, Participant must pay American Express for all undisputed amounts promptly upon receipt of American Express' invoices. Any such deductions, rejections and/or withholdings shall be identified in accordance with the *American Express Technical Specifications*.
- 14.2.2** American Express will use commercially reasonable efforts to pay Settlement Funds to Participant for Charges properly submitted by its Program Merchants to Participant and by Participant to American Express at the intervals and in accordance with the process specified below. American Express will make payments of these Settlement Funds by wire transfer to the appropriate Participant Account after American Express' cut-off for receiving the Submissions file from Participant. For each scheduled payment, American Express will provide a net position and payment to Participant for all relevant Charges for settlement on that day. American Express' payments are constrained by the operation of the wire transfer network and the calendar of the Federal Reserve Bank. If Participant transmits a Submission file to American Express later than 11.59.59 P.M. Mountain Standard Time (MST) on any day, then the Submission file is considered to have been submitted the following Business Day.

The illustrative calendar for the settlements is provided below:

Table 14-1: Settlement Calendar

Submission Receipt Date Day 0	Wire Transfer Payment Initiated Day 1
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday*
Saturday	Monday*
Sunday	Monday*

*Wire transfers do not operate on Sunday or Federal Reserve holidays. For the purpose of clarification, Submissions sent on Friday, Saturday, and Sunday will result in Participant receiving three individual payments on Monday.

14.2.3 Chargebacks

Chargebacks will be administered in accordance with the policies set forth in [Chapter 16, "Chargebacks and Inquiries"](#), of these *Operating Regulations* and in the policies governing Program Merchants in the *American Express Merchant Operating Guide*.

14.2.4 Withholdings

If there are insufficient or inadequate Submissions from Participant to meet payments or monies owed to American Express, American Express will have the right to deduct such amounts by debit ACH funds transfer. If this fails, American Express will invoice Participant until all the monies are paid, and Participant will pay American Express promptly on receipt of the invoice. Participant will provide American Express with the necessary information and authorization to perform the activities contemplated above.

14.2.5 Payment to Program Merchants

Participant will pay Charges to the applicable Program Merchants in accordance with the terms of this [Chapter 14, "Settlement"](#). Participant will pay Charges to the "trading name", the "legal entity", or the name of the sole proprietor. Participant must not misdirect funds (e.g., pay the wrong Program Merchant) or make erroneous payments (e.g., pay the correct Program Merchant the incorrect amount) of Charges. If Participant misdirects funds or makes an erroneous payment, it must correct the issue within ten (10) days of receiving notice from American Express or otherwise becomes aware of the issue.

Participant must pay Charges to only a U.S. bank account of the applicable Program Merchant and payment timing will be at parity to Other Payment Networks.

14.2.6 Reconciliation

American Express provides reconciliation information in a file that is generated daily. This file, *Global Raw Data Reconciliation (GRRCN) File*, contains transaction detail and summary information necessary to reconcile business transactions between the Participants and American Express. American Express produces the GRRCN File whenever payments are made. Most adjustments and fees, including Non-Compliance fees and other Program-related fees,

will appear in the GRRCN File. Please refer to the *American Express Technical Specifications* for more information.

American Express and Participant will individually reconcile payments, Chargebacks, Credits, adjustments, and other accounting with respect to the Program on a daily basis. Any financial adjustments that the parties determine should be made as a result of this reconciliation will be included in the next scheduled payment. If American Express makes an overpayment to Participant, including if American Express pays for a duplicate Submission, the party that identifies the overpayment will promptly advise the other party of the overpayment.

American Express will have the right to deduct the amount of the overpayment from its next payment due to Participant (or, if there are no future payments due, then American Express will have the right to invoice Participant for the amount of the overpayment, which Participant will pay promptly). If there is a conflict between Participant's records and American Express' records concerning Transactions, American Express' records will control.

American Express' current process is to provide Participant with the information, including reconciliation files, supporting each payment to Program Merchants. Participant will include such information in the reports and/or data files Participant provides to Program Merchants.

14.2.7 Abandoned Property

Participant shall be responsible for maintaining, updating as necessary, and executing an escheatment process with respect to amounts payable to a Program Merchant that complies with Applicable Laws. If Participant is unable to locate a Program Merchant or a Program Merchant's bank account to remit payment of Charges to the Program Merchant in accordance with this [Chapter 14, "Settlement"](#), Participant will adhere to Applicable Laws.

14.2.8 Statements

With respect to all Program Merchant statements, Participant will adhere to the requirements provided under [Section 6.2, "Merchant Statements"](#) of these *Operating Regulations*.

14.3 Participant Account and FBO Account

14.3.1 Participant shall designate in writing a U.S. bank account with American Express for the deposit of Settlement Funds and any other purposes specified in these *Operating Regulations* (Participant Account). The Participant Account shall be owned by the Participant.

If the Participant wishes to designate a bank account that is not owned by Participant but is created for the benefit of Participant's Program Merchants (FBO Account), Participant shall promptly notify American Express in writing. An FBO Account may be used as a Participant Account subject to American Express' written approval.

In general, American Express may approve the use of an FBO Account if the following criteria are met:

- The FBO Account is owned by a bank disclosed, in writing, to American Express (FBO Bank);
- The FBO Account is established using the tax ID number of the FBO Bank;
- The FBO Bank, and not Participant, will receive and transmit Settlement Funds;
- The agreement between Participant and Participant's Program Merchants states that the FBO Bank, and not Participant, will receive and transmit Settlement Funds;
- Participant is the only Entity with the authority to direct the payment of funds from the FBO Account and no other party has authority to direct or instruct the FBO Bank to pay Settlement Funds from the FBO Accounts;

- The FBO Bank employs industry standard practices relating to KYC and anti-money laundering (AML) checks and other Applicable Laws or regulations that may pertain to the transfer of funds as well as data security, privacy, and protection practices;
- The FBO Bank gives Participant the authority to grant debit rights to American Express in connection with any Withholdings, as described in [Chapter 14, "Settlement"](#) of these *Operating Regulations*, and as otherwise may be permitted under the OptBlue Program Agreement; and
- The FBO Account must, at all times, be a financially responsible institution with an investment grade or better credit rating.

14.3.2

If Participant or American Express becomes aware of any changes to the Participant Account and/or an FBO Bank's credit rating falls below investment grade, at American Express' request, Participant shall select a new financially responsible institution with an investment grade or better credit rating, meeting American Express' approval. If the FBO Account or FBO Bank does not meet American Express' requirements as listed in these *Operating Regulations* or American Express is otherwise unable to verify the FBO Account or FBO Bank, American Express may, in its sole discretion, immediately withhold payments without interest until Participant provides American Express with information sufficient to enable American Express to make deposits into a bank account which meets American Express' requirements and Participant has cured any non-compliance. American Express reserves the right, in its sole discretion, to limit the number of FBO Banks and/or FBO Accounts Participant may use in connection with the Services at any time.

By using an FBO Account as a Participant Account, Participant also acknowledges and agrees to the following:

- The FBO Bank is Participant's subcontractor for the purposes of the OptBlue Agreement and these *Operating Regulations* and Participant is responsible for the acts and omissions of the FBO Bank and for ensuring the FBO Bank's ongoing compliance with the applicable terms of the OptBlue Agreement and these *Operating Regulations*;
- Participant shall comply with any reasonable request for information from American Express related to the FBO Bank (including a request for the account agreement or terms establishing the FBO Account) and shall provide such information, when practicable, within 48 hours of the request being made;
- Participant shall remain responsible for ensuring that any taxes and levies related to Settlement Funds are fully accounted for and Participant shall be responsible for and shall indemnify and hold American Express harmless from any new or increased taxes that may result from Participant's use of an FBO Account; and
- Participant shall, at all times, ensure that any information related to the Participant Account is accurate and shall hold American Express harmless for any losses that may occur related to Participant's failure to provide accurate and/or updated information.

Data Security

- 15.1 General Requirements
- 15.2 Data Security Requirements
- 15.3 Management, Reporting, and Liability
- 15.4 Compliance Validation Requirements
- 15.5 Information Protection Contract Requirements
- 15.6 Data Security Policy Non-Compliance Fees
- 15.7 Exchange of Sensitive Business Information

15

15.1 General Requirements

- 15.1.1 Participant must comply, and must ensure that its Participant Sales Entities and Program Merchants comply, with the data security requirements provided in this [Chapter 15, "Data Security"](#), including the DSOP, DSR, and IPCR, as applicable.

15.2 Data Security Requirements

15.2.1 American Express Data Security Operating Policy

- a. Participant must comply, and must ensure that each of its Covered Parties (including Participant Sales Entities) comply, with the DSOP, as it may be updated from time to time by American Express. The DSOP is available at www.americanexpress.com/datasecurity.
- b. For purposes of this [Chapter 15, "Data Security"](#): (i) Participant shall be considered a "Service Provider" under the DSOP and (ii) the definition of "Covered Parties" in the DSOP shall include all Participant Sales Entities and other subcontractors, and all of their respective employees, agents, representatives, subcontractors, processors, service providers, providers of point-of-sale equipment or systems or payment processing solutions, and any other party to whom they may provide access to Cardmember Information.

15.2.2 American Express Data Security Requirements

Participant must ensure that each of its Program Merchants and their respective Covered Parties comply with PCI DSS and the DSR, as it may be updated from time to time by American Express. The DSR is available at www.americanexpress.com/dsr.

15.3 Management, Reporting, and Liability

- 15.3.1 This [Section 15.3, "Management, Reporting, and Liability"](#) provides additional guidance about Participant's obligations with respect to the protection of Cardholder Data and/or Sensitive Authorization Data. It is not intended to limit Participant's general obligations under [Section 15.2, "Data Security Requirements"](#) to comply with the DSOP and DSR. References in this Section to "Program Merchants" include Program Merchants and their Covered Parties.

15.3.2 Management of Data Security Requirements

- a. Participant shall manage the administration of data security for all of its Covered Parties and Program Merchants in accordance with the then-current DSOP and DSR, as applicable. If American Express identifies any data security requirements that are not being met by Participant or any of its Covered Parties or Program Merchants, Participant must implement controls to remediate the issues and unmet standards promptly and otherwise within the time periods specified by American Express.
- b. Participant must communicate to its Participant Sales Entities and other Covered Parties the DSOP, applicable privacy policies, and other information security policies provided by American Express prior to such parties providing Services under the Program. Participant shall provide updates to the DSOP, the DSR (with respect to Program Merchants), and such other policies no later than sixty (60) days following the date the DSOP, DSR, or such other policies (as applicable) are made available to Participant by American Express.

15.3.3 Targeted Analysis Program (TAP)

Cardholder Data compromises may be caused by data security gaps in the Cardholder Data Environment (CDE). Examples of Cardholder Data compromise include, but are not limited to:

- **Common Point of Purchase (CPP):** American Express Cardmembers report fraudulent Transactions on their Card accounts and are identified and determined to have originated from making purchases at one of your Program Merchant's Establishments.
- **Card Data found:** American Express Card and Cardholder Data found on the world wide web linked to Transactions made at one of your Program Merchant's Establishments.

- **Malware suspected:** American Express suspects that one of your Program Merchant's businesses is using software infected with or vulnerable to malicious code.

TAP is designed to identify potential Cardholder Data compromises.

Participant must comply, and must ensure that each of its Covered Parties (including Participant Sales Entities) and Program Merchants comply, with the following requirements upon notification from American Express, of a potential Cardholder Data compromise.

- Participant must ensure Program Merchant promptly reviews its CDE for data security gaps and remediate any findings.
 - Participant must ensure Program Merchant causes its third-party vendor(s) to conduct a thorough investigation of the Program Merchant's CDE if outsourced.
- Participant must provide a summary of action taken or planned after such review, evaluation, and/or remediation efforts upon notification from American Express.
- Participant must provide updated PCI DSS validation documents in accordance with Section 5, "Important Periodic Validation of Your Systems" of the DSOP in the case of Participant and its Covered Parties, and the DSR in the case of Program Merchants.
- As applicable, Participant must engage, and must ensure that each of its Covered Parties (including Participant Sales Entities) and Program Merchants engage, with a qualified PCI Forensic Investigator (PFI) to examine their CDE if Participant or Participant's Covered Party and/or Program Merchants:
 - Cannot resolve the Cardholder Data compromise within a reasonable period of time, as determined by American Express, or
 - Confirm that a Data Incident has occurred and comply with the requirements set forth in Section 3, "Data Incident Management Obligations" of the DSOP in the case of Participant and its Covered Parties, and the DSR in the case of Program Merchants.

15.3.4 Reporting

Participant must report all Data Incidents to American Express immediately, and in no case later than seventy-two (72) hours after discovery of the incident, that occur at Participant or at any of its Covered Parties or Program Merchants through the Enterprise Incident Response Program (EIRP) toll free at (888) 732.3750 or at 1 (602) 537.3021, or email at EIRP@aexp.com. Participant must ensure that its Covered Parties and Program Merchants report Data Incidents to Participant so that Participant can comply with this reporting obligation.

15.3.5 Indemnity and Liability

If a Data Incident occurs at any of Participant's Covered Parties or Program Merchants:

- Participant will cause the Covered Party or Program Merchant at which the Data Incident occurs to conduct the forensic investigation and take the other actions required by the DSOP or DSR, as applicable. Participant shall promptly provide American Express with all results from the forensic investigation and all other information the Covered Party or Program Merchant is required to provide in connection with Data Incident.
- Participant shall indemnify American Express for the Data Incident in accordance with the terms of Section 3 of the DSOP; provided, the safe harbor language in Section 3 of the DSOP specifying when American Express will not seek indemnification for a Data Incident shall be modified as follows for Data Incidents at a Covered Party or Program Merchant:

"American Express will not seek indemnification from you for a Data Incident (a) involving less than 10,000 unique Compromised Card Numbers or (b) if:

 - Participant notified American Express of the Data Incident pursuant to Section 2, "Data Incident Management Obligations" of the DSOP,*
 - The Covered Party or Program Merchant at which the Data Incident occurred was in compliance at the time of the Data Incident with the PCI DSS (as determined by the PCI Forensics Investigator's (PFI) investigation of the Data Incident), and*

- (iii) the Data Incident was not caused by your wrongful conduct or that of your Covered Parties or *Program Merchants*, as applicable."

15.4 Compliance Validation Requirements

15.4.1 Participant

Participant is responsible for compliance with PCI DSS either through an Annual Onsite Security Assessment or Annual Self-Assessment Questionnaire and Quarterly Network Scans ensuring that American Express Cardholder Data, Sensitive Authentication Data, and encryption keys are within scope of these reviews for the purposes of providing American Express with the required validation documentation, in each case as required by the DSOP.

15.4.2 Covered Parties and Program Merchants

Participant is responsible for validating the PCI DSS compliance status of its Covered Parties and Program Merchants in accordance with the DSOP and DSR.

15.4.3 Non-Compliance

Participant shall be responsible for any Non-Compliance fees payable as a result of Data Incidents or acts or omissions of its Covered Parties or Program Merchants under the DSOP or DSR.

15.5 Information Protection Contract Requirements

- 15.5.1 The *Information Protection Contract Requirements (IPCR)* in [Appendix D, "Information Protection Contract Requirements"](#) provides for terms and conditions applicable to Participant's use of Amexco Data. Participant shall comply, and shall ensure that its Participant Sales Entities and other subcontractors comply, with the IPCR.

15.6 Data Security Policy Non-Compliance Fees

- 15.6.1 Participant must comply with the American Express data security policy as outlined in this chapter. Participant's failure to comply with the policy may be subject to Data Security Fees, as described in [Section 11.5, "Additional American Express Fees"](#) and the DSOP.

15.7 Exchange of Sensitive Business Information

- 15.7.1 Participant shall maintain, and shall ensure that its Participant Sales Entities maintain, internal protections, limitations and other controls (including firewalls) necessary to prohibit and prevent (i) any Cardmember Information or Transaction Data from being accessed by or disclosed to any third party, including internal business units that may have issuing and acquiring relationships with American Express, except as expressly permitted by the Program Agreement; and (ii) any similar data of Other Payment Networks from being accessed by or disclosed to American Express.
- 15.7.2 Upon American Express' request, Participant shall certify that it has applicable safeguards in place to prevent disclosure of Non-AXP Data to American Express under the Program.

Chargebacks and Inquiries

- 16.1 Introduction
- 16.2 Transaction Process
- 16.3 Disputed Charge Process
- 16.4 Chargeback Reasons
- 16.5 Compelling Evidence
- 16.6 Chargeback Reversals
- 16.7 Inquiry Types
- 16.8 Substitute Charge Records
- 16.9 Chargeback and Inquiry Monitoring
- 16.10 Chargeback Programs
- 16.11 Tips for Avoiding Chargebacks and Inquiries



16.1 Introduction

American Express has made available "Account Online," a dedicated supplementary tool designed to assist Participants in efficiently managing disputes. You can enroll in the Account Online tool to access essential information for dispute management.

- The Account Online enrollment form is made available at connect.amex360.com.
- It is the Participant's responsibility to maintain current user access by running the User List Report on an ongoing basis and whenever requested by American Express.

16.1.1 This chapter describes how American Express processes Chargebacks and Inquiries. Highlights of this chapter include:

- a discussion of the American Express Disputed Charge process,
- a review of Chargeback and Inquiry reasons,
- examples of various Inquiry types and recommended supporting documentation,
- an overview of the American Express Chargeback policies,
- tips for avoiding Chargebacks and Inquiries, and
- preventing fraud.

16.1.2 Participant is required to comply with Applicable Law when handling disputed Transactions. In addition, Participant will abide by the policies and procedures set forth in these *Operating Regulations* relating to Disputed Charge handling, including monitoring the number of Disputed Charges it handles, reviewing for trends and patterns. For example, a pattern may suggest a review of inappropriate Card acceptance procedures or Program Merchants not fulfilling Inquiry requests.

16.1.3 Participant will communicate and manage all Program-related Disputed Charges with Program Merchants including collection of any amounts in connection with a Chargeback from Program Merchant. Participant's handling of Disputed Charges will be of no less quality than for Other Payment Products.

16.1.4 American Express may exercise Chargeback for Charges that Participant submits to American Express. Upon exercise of Chargeback, financial liability transfers from American Express to Participant. Participant, at its option, may elect to recover such amounts from Program Merchants to the extent permitted by Participant's Merchant Agreement and Applicable Law.

16.1.5 In cases when a Program Merchant transitions to another Participant or its Merchant Agreement is canceled or disentitled, the Participant having the relationship with the Program Merchant on the date of the original Transaction in which the Chargeback or Inquiry by American Express was initiated will process and assist in resolving the Chargeback or Inquiry on behalf of American Express regardless of whether the Participant is currently servicing the applicable Program Merchant.

16.2 Transaction Process

16.2.1 Charges may be disputed for a variety of reasons. In general, most Disputed Charges stem from:

- dissatisfaction with some aspect of the purchase (e.g., a failure to receive the merchandise, duplicate billing of a Charge, incorrect billing amount),
- an unrecognized Charge where the Cardmember requests additional information,
- billed for goods or services not yet received, or
- actual or alleged fraudulent Transactions.

16.2.2 If a Cardmember disputes a Charge, American Express opens a case. American Express may also open cases when Issuers or the Network initiates disputes. If a case is opened, American Express may initiate a Chargeback to Participant with respect to the case immediately or send an Inquiry.

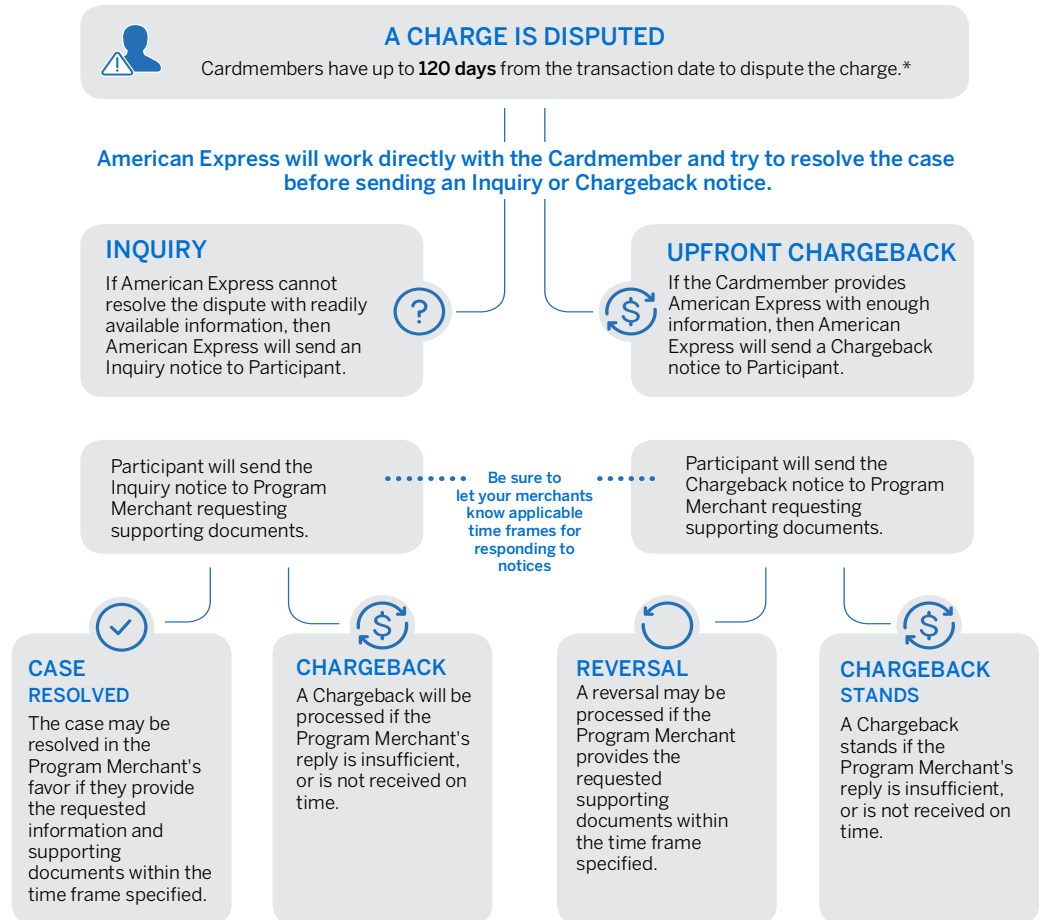
16.2.3 Participant, Participant Sales Entities, and Program Merchants, must not suggest or require Cardmembers to waive their rights to dispute any Transaction.

16.3 Disputed Charge Process

16.3.1 Mapping out the Disputes Process

Most disputes begin when a Cardmember contacts American Express with a question or problem with a specific Transaction. Disputes can be complicated. This step-by-step flowchart can help make the process clearer, so you know what to expect if a Charge is disputed.

For more information on disputes handling, please visit www.americanexpress.com/us/disputesmanagement.



* Except for these disputes categories: 1. Goods/services not received. 2. Goods/services returned/canceled. 3. Redisputes. In these instances, the time frame can extend slightly.

16.3.2 Disputed Charges Rights

16.3.2.1 With respect to a Disputed Charge:

- American Express may send Participant an Inquiry prior to exercising Chargeback, or
- American Express has Chargeback rights, prior to sending Participant an Inquiry, if American Express determines that it has sufficient information to resolve the Disputed Charge in favor of the Cardmember.

16.3.2.2 American Express has Chargeback rights:

- whenever Cardmembers bring Disputed Charges, as described in this chapter, or has rights under Applicable Law or contract to withhold payments
- in cases of actual or alleged fraud relating to Charges, or
- if Participant, Participant Sales Entity, or Program Merchant does not comply with the Agreement, these *Operating Regulations*, or the *American Express Merchant Operating Guide*, as applicable, even if American Express had notice when it

provided settlement for a Charge that did not so comply and even if Authorization was obtained for the Charge in question.

- 16.3.2.3** All judgments regarding resolution of Disputed Charges are at American Express' sole discretion.
- 16.3.2.4** American Express may reinvestigate a previously Disputed Charge if a Cardmember provides new or additional information after we review the initial supporting documentation. In such case, additional information may be required to support the validity of the Charge.
- 16.3.2.5** Resubmitting a Disputed Charge after it has been resolved in favor of the Cardmember is prohibited. American Express will Chargeback all such Disputed Charges that are resubmitted.
- 16.3.2.6** American Express will retain Wholesale Fees and additional American Express Fees on all Chargebacks.

16.4 Chargeback Reasons

- 16.4.1** American Express will provide specific information about a Chargeback to Participant when exercising Chargeback. The following subsections list Chargebacks that may be assessed under the Program indicating the reason why a Transaction was charged back:

Chargeback Time Frames are provided at the end of each Chargeback description set forth in [Section 16.4, "Chargeback Reasons"](#) and are provided for general guidance purposes only, and not as a definitive source for determining Chargeback Time Frame validity. Since there are multiple contributing factors to consider if a Chargeback will be processed, it is recommended that Participants do not code these time frames to the date of the Transaction.

- **Description** – brief description of the Chargeback reason,
- **Information provided with Chargeback** – type of information provided by the Cardmember or Issuer (or both) to support the Chargeback (documentation may not be provided with the Chargeback if it was preceded by an Inquiry),
- **Inquiry required prior to Chargeback** – indicates if an Inquiry must be sent prior to Chargeback,
- **Support required to request a Chargeback Reversal** – examples of required documentation if Participant requests a Chargeback Reversal.
- **Chargeback Time Frame (Days)** – indicates the time frame specified in the American Express Network rules in which an initial Chargeback must be exercised by an Issuer (from the date the Network processes the original Transaction that is being disputed).

Chargeback Time Frames may be extended in the event a Cardmember re-disputes a previously resolved Disputed Charge where American Express requests additional supporting documentation from the Participant based on new information provided by the Cardmember that was not originally addressed in a Chargeback Reversal.

A Chargeback that appears to be outside the Chargeback Time Frame does not necessarily mean that a Chargeback will not be processed. Participant must respond with support required to request a Chargeback Reversal in all cases. Failure to do so may result in an Insufficient Reply Chargeback. American Express reserves all rights when exercising Chargebacks.

16.4.2 Authorization Chargeback Types

The Authorization Chargeback provides American Express the right to transfer liability to Participant when there are discrepancies between the Network's Authorization policies and the manner in which Authorization was carried out. Following are types of Authorization Chargebacks that may be assessed under the Program:

Table 16-1: Charge Amount Exceeds Authorization Amount (A01) (ISO 4521)

Charge Amount Exceeds Authorization Amount (A01) (ISO 4521)	
Description	The amount of the Authorization Approval was less than the amount of the Charge submitted. Certain exceptions apply, see Chapter 12, "Specific Industries" in the <i>American Express Merchant Operating Guide</i> .
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none">• Proof that a valid Authorization Approval was obtained for the full amount of the Charge, or• Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-2: No Valid Authorization (A02) (ISO 4521)

No Valid Authorization (A02) (ISO 4521)	
Description	The Charge submitted did not receive a valid Authorization Approval; was declined or the Card was expired; or the Cardmember denies participation in the Charge submitted and proof that the Cardmember participated in the Charge was not provided. Certain exceptions apply, see Chapter 12, "Specific Industries" in the <i>American Express Merchant Operating Guide</i> .
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that a valid Authorization Approval was obtained, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed. <p>For a Transit Contactless Transaction, proof that:</p> <ul style="list-style-type: none"> • An approved Account Status Check or Authorization was obtained within the Authorization Time Period, prior to the Submission of the corresponding Aggregated Charge for an amount that does not exceed the Chargeback Protection Threshold, or • Authorization was obtained for an Aggregated Charge that exceeded the Chargeback Protection Threshold or the Authorization Time Period, or • If the Account Status Check or Authorization was declined, the Transaction amount was less than or equal to the Declined Authorization Protection threshold. <p>For "expired or not yet valid" Cards, the following support is also acceptable:</p> <ul style="list-style-type: none"> • Proof that the Charge was incurred prior to the Card Expiration Date or within the Valid Dates on the Card.
Chargeback Time Frame	120 days

Table 16-3: Authorization Approval Expired (A08) (ISO 4521)

Authorization Approval Expired (A08) (ISO 4521)	
Description	The Charge was submitted after the Authorization Approval expired. See "Authorization Time Limit" in the <i>American Express Merchant Operating Guide</i> .
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that a valid Authorization Approval was obtained, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

16.4.3 Cardmember Dispute Chargebacks

Cardmember Dispute Chargebacks provide American Express the right to transfer liability to Participant where the Cardmember has raised issues that either caused the Cardmember to withhold payment for such Transactions or claim that Credit is due to the Cardmember's account. Following are types of Cardmember disputes Chargebacks that may be assessed under the Program:

Table 16-4: Credit Not Processed (C02) (ISO 4513)

Credit Not Processed (C02) (ISO 4513)	
Description	American Express has not received the Credit (or partial Credit) a Program Merchant was to apply to the Card.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Copy of the Credit Record or details showing that Program Merchant was to provide Credit to the Cardmember.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • If no Credit (or only partial Credit) is due, a written explanation of why credit is not due with appropriate documents to support the Program Merchant's position, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	<ul style="list-style-type: none"> • 120 days from the date the Network processes the original Transaction, or • 120 days from the date the Program Merchant's written acknowledgment of Credit due, or • 120 days from the date Goods or Services were canceled, refused, or returned by the Cardmember.

Table 16-5: Goods/Services Returned or Refused (C04) (ISO 4513)

Goods/Services Returned or Refused (C04) (ISO 4513)	
Description	The goods or services were returned or refused but the Cardmember did not receive Credit.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • If returned: Details of the return (e.g., returned date, shipping documentation, etc.), or • If refused: Date of the refusal and the method of refusal.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • If returned: A copy of Program Merchant's return policy, an explanation of Program Merchant's procedures for disclosing it to the Cardmember, and details explaining how the Cardmember either did not follow the return policy or did not return the goods to Program Merchant's business, or • A copy of the Charge Record indicating the terms and conditions of the purchase with details explaining how the Cardmember did not follow the policy, or • If goods/services refused: Proof that the goods/services were accepted (e.g., signed delivery slip if the goods were delivered, screen print showing use of the service if service was provided via Internet), or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	<ul style="list-style-type: none"> • 120 days from the date the Network processes the original Transaction, or • 120 days from the date the Program Merchant's written acknowledgment of Credit due, or • 120 days from the date Goods or Services were canceled, refused, or returned by the Cardmember.

Table 16-6: Goods/Services Canceled (C05) (ISO 4513)

Goods/Services Canceled (C05) (ISO 4513)	
Description	The Cardmember claims that the goods/services ordered were canceled.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Cancellation details (e.g., cancellation number, cancellation date, email notification, written documentation requesting cancellation, acknowledgment that cancellation request was received).
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • A copy of Program Merchant's cancellation policy, an explanation of Program Merchant's procedures for disclosing it to the Cardmember, and details explaining how the Cardmember did not follow the cancellation policy, or • A copy of the Charge Record indicating the terms and conditions of the purchase and details explaining how the Cardmember did not follow the policy, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	<ul style="list-style-type: none"> • 120 days from the date the Network processes the original Transaction, or • 120 days from the date the Program Merchant's written acknowledgment of Credit due, or • 120 days from the date Goods or Services were canceled, refused, or returned by the Cardmember.

Table 16-7: Goods/Services Not Received or Only Partially Received (C08) (ISO 4554)

Goods/Services Not Received or Only Partially Received (C08) (ISO 4554)	
Description	The Cardmember claims to have not received (or only partially received) the goods/services.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Written description of the goods/services the Cardmember purchased, or • Documentation showing return, or attempt to return, the partially received goods (e.g., pick-up/delivery confirmation)

Goods/Services Not Received or Only Partially Received (C08) (ISO 4554) (Continued)

Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that the goods or services were received in their entirety by the Cardmember or the Cardmember's authorized representative, or • Proof that the goods or services were delivered to the address specified by the Cardmember, or • Completion of work order approved in writing by the Cardmember showing the Cardmember received the services and dates that the services were used/provided, or • Proof refuting Cardmember's claim that services were canceled or that the goods were returned to the Merchant, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed, or • Compelling Evidence as defined in Subsection 16.5.1. "Compelling Evidence for Goods/Services Not Received or Only Partially Received (C08) (ISO 4554)".
Chargeback Time Frame	<p>Either of the following:</p> <ul style="list-style-type: none"> • 120 days from the date the Network processes the original Transaction, or • 120 days from one of the below (whichever occurred first): <ul style="list-style-type: none"> ▪ From the expected date of receipt of the Goods and Services (e.g., entertainment performance), or ▪ From the date the Cardmember becomes aware that the expected Goods and Services would not be provided, not to exceed 540 days from the date the Network processes the original Transaction (e.g., entertainment performance cancellation).

Table 16-8: Paid by Other Means (C14) (ISO 4515)

Paid by Other Means (C14) (ISO 4515)	
Description	The Cardmember has provided American Express with proof of payment by another method.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Documentation or written explanation describing how the Cardmember paid with another form of payment.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Documentation showing that the Cardmember's other form of payment was not related to the Disputed Charge, or • Proof that the Cardmember provided consent to use the Card as a valid form of payment for the Disputed Charge, or • Proof or an explanation that the other form of payment is not valid or that the Program Merchant did not receive payment from a third party for the same goods or services, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-9: "No Show" or CARDeposit Canceled (C18) (ISO 4513)

"No Show" or CARDeposit Canceled(C18) (ISO 4513)	
Description	The Cardmember claims to have canceled a lodging reservation or a Credit for a CARDeposit Charge was not received by the Cardmember.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Cancellation details (e.g., cancellation number, cancellation date, email notification, written documentation requesting cancellation, acknowledgment that cancellation request was received).
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Documentation that supports the validity of the "no show" reservation or CARDeposit Charge, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	<ul style="list-style-type: none"> • 120 days from the date the Network processes the original Transaction, or • 120 days from the date the Program Merchant's written acknowledgment of Credit due, or • 120 days from the date Goods or Services were canceled, refused, or returned by the Cardmember.

Table 16-10: Cancellation of Recurring Goods/Services (C28) (ISO 4544)

Cancellation of Recurring Goods/Services (C28) (ISO 4544)	
Description	Cardmember claims to have canceled or attempted to cancel Recurring Billing Charges for goods or services. Please discontinue all future billing for this Recurring Billing Charge.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Cancellation or attempted cancellation details (e.g., cancellation number, cancellation data, email notification, written documentation requesting cancellation, acknowledgment that cancellation request was received).
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that the Cardmember has not canceled and continues to use the Service or receives the Goods, and a copy of Program Merchant's cancellation policy, an explanation of Program Merchant's procedures for disclosing it to the Cardmember, and details explaining how the Cardmember did not follow the cancellation policy. For Charges in connection with an Introductory Offer, proof that the Program Merchant has fulfilled the requirements set forth in the section entitled "Introductory Offers" in the <i>American Express Merchant Operating Guide</i>, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days from the Network processing date of the recurring Transaction under dispute.

Table 16-11: Goods/Services Not As Described (C31) (ISO 4553)

Goods/Services Not As Described (C31) (ISO 4553)	
Description	The Cardmember claims to have received goods/services that are different than the written description provided at the time of the Charge.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • A description of the Cardmember's claim that the goods/services received differ from Program Merchant's written description provided at the time of the Charge, and • In the case of goods: written description of the Cardmember's attempt to return the goods.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof refuting the Cardmember's claim that the written description differs from the goods/services received, or • Proof that the Cardmember agreed to accept the goods/services as provided, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed, or • Proof that goods and services matched what was described at the time of purchase (e.g., photographs, e-mails). <p>For goods and services purchased by the Cardmember that were received in a damaged or defective state, the Program Merchant must provide one (1) or more of the following items:</p> <ol style="list-style-type: none"> 1. Show that an attempt was made by the Program Merchant to repair or replace damaged or defective goods or to provide replacement services. 2. If returned, state how the Cardmember did not comply with the Program Merchant's clearly documented cancellation, return policy or Applicable Law. 3. Show that the Cardmember agreed to accept the goods or services "as is".
Chargeback Time Frame	<p>Either of the following:</p> <ul style="list-style-type: none"> • 120 days from the date the Network processes the original Transaction, or • 120 days from the date of receipt of goods or services.

Table 16-12: Goods/Services Damaged or Defective (C32) (ISO 4553)

Goods/Services Damaged or Defective (C32) (ISO 4553)	
Description	The Cardmember claims to have received damaged or defective goods/services.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Description of the damage or defective goods/services, date of receipt of the goods/services, extent of the damage to the goods or how the service was defective, and • Details of how Program Merchant was notified or how the Cardmember attempted to notify Program Merchant of the issue, and • If returned: Details of how the Cardmember returned, or attempted to return, the goods to the Program Merchant.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof refuting the Cardmember's claim that the goods/services were damaged or defective (provided that, in the case of goods, they were not returned to the Program Merchant), or • Proof that an attempt was made to repair or replace damaged or defective goods or to provide replacement services, or • Proof that the Cardmember did not comply with Program Merchant's clearly documented cancellation, return policy or Applicable Law (provided that, in the case of goods, they were returned to Program Merchant), or • Proof that the Cardmember agreed to accept the goods as delivered, or • Proof that the goods/services were not returned to the Program Merchant, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	Either of the following: <ul style="list-style-type: none"> • 120 days from the date the Network processes the original Transaction, or • 120 days from the date of receipt of goods or services.

Table 16-13: Vehicle Rental – Capital Damages, Theft, or Loss of Use (M10) (ISO 4750)

Vehicle Rental – Capital Damages, Theft, or Loss of Use (M10) (ISO 4750)	
Description	The Cardmember claims to have been incorrectly billed for Capital Damages, theft, or loss of use.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • If the Transaction amount exceeds the estimated amount by more than 15%, a copy of the specific estimate of the Capital Damages agreed to by the Cardmember, showing the amount agreed upon with the Program Merchant. • If the Cardmember purchased the Program Merchant's collision, loss, or theft insurance, documentation that proves the Cardmember purchased, and was charged for the car rental Program Merchant's collision, loss, or theft insurance. • If the Cardmember was charged for theft or loss of use of the vehicle, documentation that proves the Cardmember was charged for theft or loss of use of the vehicle.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that the Charge submitted was within the specific estimate of the Capital Damages agreed in writing by the Cardmember, plus 15%. • Proof refuting Cardmember's claim that they were covered by the Program Merchant's insurance (i.e., rental agreement evidencing Cardmember's waiver of insurance or documentation that shows the Cardmember purchased insurance that was not sufficient to pay for the Capital Damages). • Proof that the Charge was valid and not for theft or loss of use. • Proof that the Cardmember agreed in writing to accept liability for the Capital Damages. • Proof that a credit which directly offsets the Disputes Charge has already been processed.
Chargeback Time Frame	120 days

16.4.4 Fraud Chargeback Types

Fraud Chargebacks provide American Express with the right to transfer liability to Participant according to specific conditions of the applicable Chargeback reason and after reporting the incident of confirmed fraud to American Express. Following are types of Fraud Chargebacks that may be assessed under the Program:

Table 16-14: Missing Imprint (F10) (ISO 4527)

Missing Imprint (F10) (ISO 4527)	
Description	The Cardmember claims that they did not participate in this Charge that was not processed using Magnetic Stripe or Chip Card Data. Note: Not applicable to Card Not Present Charges and Digital Wallet Payments.
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that this was a Card Not Present Charge, or • Proof that the Card was present by providing an imprinted Charge Record or showing capture of the Magnetic Stripe, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-15: Multiple ROCs (F14) (ISO 4534)

Multiple ROCs (F14) (ISO 4534)	
Description	The Cardmember claims they participated in one valid Transaction with a Program Merchant's Establishment, however, the Cardmember denies participation in the additional and subsequent Transactions that were submitted by that Program Merchant. This Chargeback is not intended to remedy multiple processing of a single Transaction through a processing error. Chargeback reason code "ISO 4512 – Duplicate Charge" is utilized for these types of errors.
Information provided with the Chargeback	Charge Data for each Charge
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that all Transactions are valid charges, or • Proof that a Credit, which directly offsets the Disputed Charge, has already been processed.
Chargeback Time Frame	120 days

Table 16-16: Card Not Present (F29) (ISO 4540)

Card Not Present (F29) (ISO 4540)	
Description	The Cardmember denies participation in a mail order, telephone order, Application-initiated, or Internet Transaction.
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof of Delivery to the Cardmember's billing address, or • Proof that a valid Authorization Approval was obtained, and that Program Merchant attempted to validate the CID and the response received was: <ul style="list-style-type: none"> ▪ a "no match," ▪ an "unchecked," ▪ no response, or • Proof that Program Merchant validated the address through Authorization and shipped goods to the validated address, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed, or • Compelling Evidence as defined in Subsection 16.5.2, "Compelling Evidence for Card Not Present Fraud (F29) (ISO 4540)".
Chargeback Time Frame	120 days

Since Participants are not subject to the F29 Chargeback on Transactions where a valid Authorization Approval and CID "no match" response was obtained, it is recommended that Participant investigate and update, if needed, its submission and fraud rules to submit these Transactions.

Table 16-17: EMV® Fraud Liability Shift – Counterfeit (F30) (ISO 4798)

EMV® ¹ Fraud Liability Shift – Counterfeit (F30) (ISO 4798)	
Description	<p>The Cardmember denies participation in the Charge and a counterfeit Chip Card was used at a Point of Sale (POS) System where the Transaction was not processed as a Chip Card Transaction because either the POS System was unable to process a Chip Card or the Transaction was manually keyed.</p> <p>Note: Not applicable to contactless Transactions and Digital Wallet Payments.</p>
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that this was a Card Not Present Charge, • Proof that the Point of Sale (POS) System processed a Chip Card Transaction, or • Proof that a Credit, which directly offsets the Disputed Charge, has already been processed.

EMV^{®1} Fraud Liability Shift – Counterfeit (F30) (ISO 4798)

Chargeback Time Frame	120 days
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1. EMV[®] is a registered trademark in the U.S. and other countries and an unregistered trademark elsewhere. The EMV trademark is owned by EMVCo, LLC.

Table 16-18: EMV Fraud Liability Shift – Lost/Stolen/Non-Received (F31) (ISO 4799)

EMV Fraud Liability Shift – Lost/Stolen/Non-Received (F31)
(ISO 4799)

Description	Cardmember denies participation in the Charge and Chip Card with PIN capabilities was lost/stolen/non-received and was used at a Point of Sale (POS) System where the Transaction was not processed as a Chip Card Transaction with PIN validation because either the Point of Sale (POS) System is not a Chip Enabled Device or the Transaction was manually keyed. Note: Not applicable to contactless Transactions and Digital Wallet Payments, and Charges that qualify under the No PIN Program. See "No PIN Program" in the <i>American Express Merchant Operating Guide</i> .
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that this was a Card Not Present Charge, • Proof that the Point of Sale (POS) System processed a Chip Card Transaction with PIN validated, or • Proof that a Credit, which directly offsets the Disputed Charge, has already been processed.
Chargeback Time Frame	120 days

16.4.5 Retrieval Chargeback Types

Retrieval Chargebacks provide American Express with the right to transfer liability to Participant when documentation requested by American Express in support of an intended Chargeback is unfulfilled, illegible, or missing vital data. Following are types of Retrieval Chargebacks that may be assessed under the Program:

Table 16-19: Insufficient Reply (R03) (ISO 4517)

Insufficient Reply (R03) (ISO 4517)	
Description	Complete support and/or documentation were not provided as requested.
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	Yes
Support required to request a Chargeback Reversal	Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-20: No Reply (R13) (ISO 4516)

No Reply (R13) (ISO 4516)	
Description	American Express did not receive a response to an Inquiry within the specified time frame. See Subsection 16.7.4 of these <i>Operating Regulations</i> below.
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	Yes
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof Program Merchant responded to the original Inquiry within the specified time frame, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-21: Local Regulatory/Legal Disputes (M01) (ISO 4754)

Local Regulatory/Legal Disputes (M01) (ISO 4754)	
Description	Certain laws may provide Cardmembers with the right to be refunded by the Issuer. In such circumstances, American Express will have Chargeback rights with respect to such Transactions. Where such laws are in effect and the Cardmember claims the rights provided, the Issuer may charge back for this reason, but only where no other Chargeback rights apply, the Transaction meets the defined requirements, and both the acquirer and Issuer have an obligation under the applicable law or regulation.
Information provided with the Chargeback	Charge Data and Applicable Law or regulation
Inquiry required prior to Chargeback	Yes
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> Supporting documentation demonstrating that the alleged law/regulation does not exist (e.g., was repealed or expired), the Cardmember is not covered by it, or it does not apply to the facts of the Cardmember's dispute, or it does not establish an obligation of the acquirer. Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

16.4.6 Processing Error Chargeback Types

Processing Error Chargebacks provides American Express with the right to transfer liability to Participant when errors occur at the POS System or at Participant's data processing center. Following are types of Processing Error Chargebacks that may be assessed under the Program:

Table 16-22: Unassigned Card Number (P01) (ISO 4523)

Unassigned Card Number (P01) (ISO 4523)	
Description	A Charge using an invalid or otherwise incorrect Card Number was submitted. Note: The Charge may be resubmitted to American Express if the Program Merchant is able to verify and provide the correct Card Number.
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Copy of the imprint that confirms Card Number, or • Proof that Program Merchant obtained an Authorization Approval for such Card Number, or • Copy of the Charge Record from the terminal that electronically read the Card Number, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-23: Credit Processed as Charge (P03) (ISO 4752)

Credit Processed as Charge (P03) (ISO 4752)	
Description	The Cardmember claims the Charge submitted should have been submitted as a Credit.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Copy of the Credit Record or details showing Program Merchant agreed to provide Credit to the Cardmember.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that the Charge was submitted correctly, or • Proof that a Credit which directly offsets the Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-24: Charge Processed as Credit (P04) (ISO 4752)

Charge Processed as Credit (P04) (ISO 4752)	
Description	The Cardmember claims the Credit Program Merchant submitted should have been submitted as a Charge.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Copy of the Charge Record or details of the Charge.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that the Credit was submitted correctly, or • Proof that a Charge that directly offsets the Credit has already been processed.
Chargeback Time Frame	120 days

Table 16-25: Incorrect Charge Amount (P05) (ISO 4507)

Incorrect Charge Amount (P05) (ISO 4507)	
Description	The Charge amount submitted differs from the amount the Cardmember agreed to pay.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Details describing the discrepancy and a copy of the Charge Record, if available.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that the Cardmember agreed to the amount submitted, or • Proof that the Cardmember was advised of and agreed to pay for any additional or delayed Charges using the Card the Charge was submitted to, or • Itemized contract/documentation substantiating the Charge amount submitted (e.g., copy of the itemized Charge Record or the Charge Record combined with itemized documentation showing the breakdown of charges), or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-26: Late Submission (P07) (ISO 4536)

Late Submission (P07) (ISO 4536)	
Description	The Charge was not submitted within the required time frame. See "Submission Requirements – Electronic" in the <i>American Express Merchant Operating Guide</i> .
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof the Charge was submitted within the required time frame, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-27: Duplicate Charge (P08) (ISO 4512)

Duplicate Charge (P08) (ISO 4512)	
Description	The individual Charge was submitted more than once.
Information provided with the Chargeback	Charge Data for each Charge
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Documentation showing that each Charge is valid, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-28: Non-Matching Card Number (P22) (ISO 4507)

Non-Matching Card Number (P22) (ISO 4507)	
Description	The Card Number in the Submission does not match the Card Number in the original Charge.
Information provided with the Chargeback	<ul style="list-style-type: none"> • Charge Data, and • Supporting documentation showing the Card Number on the Charge Record is different than on the Submission.
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Copy of the Card imprint confirming the Card Number, or • Copy of the Charge Record from the terminal that electronically read the Card Number, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

Table 16-29: Currency Discrepancy (P23) (ISO 4530)

Currency Discrepancy (P23) (ISO 4530)	
Description	The Charge was incurred in an invalid currency. See "Submission Requirements – Electronic" in the <i>American Express Merchant Operating Guide</i> .
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	120 days

16.4.7 Chargeback Programs

Table 16-30: Fraud Full Recourse Program (FR2) (ISO 4763)

Fraud Full Recourse Program (FR2) (ISO 4763)	
Description	The Cardmember denies authorizing the Charge and Program Merchant has been placed in the Fraud Full Recourse Program.
Information provided with the Chargeback	Charge Data
Inquiry required prior to Chargeback	No
Support required to request a Chargeback Reversal	<ul style="list-style-type: none"> • Proof that Program Merchant had not been placed in the Fraud Full Recourse Program at the time of the Chargeback, or • Proof that the POS System processed a Transit Contactless Transaction for less than or equal to the Chargeback Protection Threshold, or • Proof that a Credit which directly offsets the Disputed Charge has already been processed.
Chargeback Time Frame	<ul style="list-style-type: none"> • 120 days from the date the Network processes the original Transaction, or • 365 days if Program Merchant is determined to be a fictitious and/or collusive, <u>or</u> illegal/prohibited business.

16.4.8 Other Reason Codes

Table 16-31: Other Reason Codes

Chargeback Reason	Description
(FR4)	Immediate Chargeback Program – The Cardmember has disputed the Charge and Program Merchant has been placed in the Immediate Chargeback Program.
(FR5)	No Further Recourse – Program Merchant is on the Immediate Chargeback program. Under these circumstances, Disputed Charges are debited from Participant Account with no further recourse. These Chargebacks cannot be reversed unless Program Merchant issues a Credit to the Cardmember, or the Cardmember advises the Charge(s) are valid.
(FR6)	Partial Immediate Chargeback Program – The Cardmember has disputed the Charge and Program Merchant has been placed in the Partial Immediate Chargeback Program.
(M02)	The Cardmember no longer disputes the charge(s). Discontinue further investigation.
(M04)	Deal Direct – American Express previously received authorization to debit Participant Account. Please deal directly with the Cardmember for resolution on this matter.

Chargeback Reason	Description
(M11)	CM Credited – Chargeback Reversed – American Express recently debited Participant Account for the adjustment amount indicated. Program Merchant has credited Cardmember for this Charge and American Express is reversing the debit and crediting Participant Account.
(M36)	See Additional Notes – Please see the additional notes related to this dispute.
(M38)	Chargeback Reversed – American Express recently debited Participant Account for the adjustment amount indicated. American Express is now reversing the debit and crediting Participant Account.
(M42)	Chargeback Reversal Expired – Due to the length of time between the Chargeback to Participant Account and receiving Program Merchant dispute, American Express is unable to review this for reversal.
(S01)	Reversal Request Denied – Request for a Chargeback Reversal has been reviewed. The Chargeback will remain, and Participant Account will not be credited.
(S04)	Pending Reversal Research – American Express has received the request for a Chargeback Reversal. Please allow 2 to 3 weeks for research.

16.5 Compelling Evidence

If Compelling Evidence is provided, we will validate the support (e.g., name and address supplied for the Cardmember matches the Issuer's records, confirm that previous Transactions were not disputed).

Compelling Evidence may be provided as support to demonstrate the Cardmember participated in the Transaction, received goods or services, or benefited from the Transaction. If American Express determines that the evidence satisfies the relevant section(s) of the Compelling Evidence policy, the Issuer will review the Compelling Evidence with the Cardmember prior making a decision on the Chargeback Reversal request. All available information is expected to be provided, and to only submit Compelling Evidence when it is strongly believed the Cardmember participated in the Transaction, received goods or services, or authorized the Charge. Only Compelling Evidence that has been gathered in compliance with Applicable Law may be relied upon. For a list of Compelling Evidence items, (see [Subsection 16.5.1, "Compelling Evidence for Goods/Services Not Received or Only Partially Received \(C08\) \(ISO 4554\)"](#) and [Subsection 16.5.2, "Compelling Evidence for Card Not Present Fraud \(F29\) \(ISO 4540\)"](#)).

16.5.1 Compelling Evidence for Goods/Services Not Received or Only Partially Received (C08) (ISO 4554)**Table 16-32: Compelling Evidence for Goods/Services Not Received or Only Partially Received (C08) (ISO 4554)**

Item #	Allowable Compelling Evidence for Goods/Services Not Received or Only Partially Received (C08) (ISO 4554) Chargeback Reversal request must include one (1) of the following items:
1.	For Transactions involving goods or services, evidence to prove that there is a link between the person who received the goods or services and the Cardmember (e.g., photographs, emails), or
2.	For Card Not Present Transactions where the goods are picked up at the Program Merchant's location: <ul style="list-style-type: none"> The Program Merchant must provide the Cardmember or authorized third party signature on the pickup form as well as additional proof to demonstrate that the identity of the Cardmember or authorized third party was verified at the time of pickup Or,
3.	For E-commerce Transactions representing the sale of Digital Goods or Services downloaded from a Program Merchant's website or application or accessed online, one (1) of the following must be provided: <ul style="list-style-type: none"> Proof that the Cardmember's IP address at the time of purchase matches the IP address where the digital goods were downloaded, or Proof the Cardmember's email address provided at the time of purchase matches the email address used to deliver the digital goods, or Proof that the Program Merchant's website was accessed by the Cardmember for Digital Goods or Services after the Transaction Date. Note: In addition to the above, one (1) of the following may also be provided: <ul style="list-style-type: none"> Description of the digital goods, or Date and time the digital goods were downloaded or accessed.

16.5.2 Compelling Evidence for Card Not Present Fraud (F29) (ISO 4540)**Table 16-33: Compelling Evidence for Card Not Present Fraud (F29) (ISO 4540)**

Item #	Allowable Compelling Evidence for Card Not Present Fraud (F29) (ISO 4540) Chargeback Reversal request must include one (1) of the following items:
1.	For Transactions involving the shipment of goods or services, proof that the Transaction contains a shipping address that matches a previously used shipping address from an undisputed Transaction, or

This change is effective
April 12, 2024.

Item #	Allowable Compelling Evidence for Card Not Present Fraud (F29) (ISO 4540) Chargeback Reversal request must include one (1) of the following items:
2.	<p>For E-commerce Transactions involving the sale of goods or services, provide all of the following:</p> <ol style="list-style-type: none"> Description of goods or services Date and time the goods or services were purchased and when the Cardmember downloaded, accessed, or was provided the goods or services Proof that the Cardmember participated in at least one prior undisputed e-commerce Transaction at the Program Merchant using the same Payment Credential for the same unique Account in the twelve (12) months preceding the Chargeback processing date, including the following information for the undisputed Transaction(s) and disputed Transaction: <ol style="list-style-type: none"> The customer name and login information linked to the Cardmember account at the Program Merchant. Two or more of the following, which must be the same for the previous undisputed Transaction(s) and the disputed Transaction: <ol style="list-style-type: none"> Device ID The full IP address Email address used to receive confirmation of the Transaction from the Program Merchant Proof that the Program Merchant verified the Cardmember on the Program Merchant website or platform, in order to complete the Transaction. Examples include: <ol style="list-style-type: none"> Proof that the Cardmember password was captured by the Program Merchant in order to complete the Transaction Proof of prior history with Device ID and IP address used for the disputed Transaction Proof that Two Factor Authentication was performed in order for the Cardmember to complete the Transaction Proof that the Program Merchant validated the Card and the Cardmember at the time of the Transaction using AAV (Automated Address Verification) verification response of "Y" or CID/CVV verification response of "Y"

E-commerce Merchants must adhere to policy noted in Item three (3) rather than attempting to provide incomplete evidence such as usage details or billing authorization.

Item #	Allowable Compelling Evidence for Card Not Present Fraud (F29) (ISO 4540) Chargeback Reversal request must include one (1) of the following items:
3	<p>For Recurring Billing Transactions all of the following must be provided:</p> <ol style="list-style-type: none"> Proof that the Cardmember agreed in writing to authorize the Program Merchant to bill the Cardmember's Card account on a periodic basis for the goods or services Cardmember name and login information linked to the Cardmember account with the Program Merchant Proof that the Cardmember participated in at least one prior undisputed Recurring Billing Transaction for the same goods or services at the Program Merchant using the same Payment Credential for the same unique Account, including: <ol style="list-style-type: none"> Description of goods or services for the previous, undisputed Transaction(s) and the disputed Transaction. Date and time of purchase of the previous, undisputed Transaction(s) and disputed Transaction. Evidence showing how the Program Merchant notified the Cardmember of the Recurring Billing Transaction, including: <ol style="list-style-type: none"> The communication sent to the Cardmember after the first customer initiated Recurring Billing Transaction for the same goods or services, And, if the disputed Transaction was an annual or semi-annual Program Merchant-Initiated Transaction, provide details about how the Program Merchant obtained the Cardmember's express consent of the upcoming renewal. <ol style="list-style-type: none"> Date and time of the notification regarding the upcoming Recurring Billing [renewal /Transaction] Communication method and the Cardmember's contact information used for the notification (e.g., if the communication was sent by email, provide the Cardmember's email address) <p>Or,</p>

"Item four (4)" only applies to Merchants in the following Merchant categories: Dating Service and E-commerce Merchants.

Item #	Allowable Compelling Evidence for Card Not Present Fraud (F29) (ISO 4540) Chargeback Reversal request must include one (1) of the following items:
4.	<p>For Transactions involving the sale of website search and/or advertising services to promote consumer products or services, all of the following must be provided:</p> <ol style="list-style-type: none"> Proof of a legally binding contract held between the Program Merchant and the Cardmember, and Details of the initial ad-service setup, including at least two (2) of the following items: <ol style="list-style-type: none"> Purchaser's IP address and geographical location at the date and time of the initial ad-service setup Email address of purchaser Company name or purchaser name, and Proof the Cardmember has accessed the Program Merchant's website to establish services on or before the Transaction date, and Proof that the device and Card used for the disputed Transaction was used in a previous Transaction that was not disputed. In addition, provide the following information that are currently linked to the Cardmember account with the Program Merchant: <ol style="list-style-type: none"> Device ID IP address and geographical location Device name (if available) Proof that the Cardmember received the goods or services, and Description of the goods or services and the date they were provided.

16.6 Chargeback Reversals

Participant shall use best efforts to extend additional time to Program Merchants to provide support to comply with Chargeback reply-by time frames.

- 16.6.1** A Chargeback Notifications (CBNSP) Technical File will be sent to Participants that wish to electronically receive Chargeback and adjustment notifications. These file layouts allow a Participant to extract data and create organization reports and/or online systems. In the event of a Chargeback which Participant (or its Program Merchant) believes was applied in error, Participant may request a Chargeback Reversal. Requests for Chargeback Reversals must be made no later than thirty (30) days after the date of the Chargeback. Participant must provide the supporting information as described in [Section 16.4, "Chargeback Reasons"](#) with all Chargeback Reversal requests.
- 16.6.2** Participant must submit a Chargeback Reversal request electronically in accordance with the *American Express Technical Specifications*. In emergency circumstances only, Participant may contact [Premium Partner Servicing](#) for instructions on submitting a Chargeback Reversal by fax or mail.
- 16.6.3** If a Chargeback is applied under any of the Chargeback programs, the Chargeback Reversal can only be requested by Participant if there is proof that a Credit was already issued to the Cardmember for the amount of the Disputed Charge, or proof that the Program Merchant had not been placed in one of Chargeback programs at the time of the Chargeback.
- 16.6.4** Once a Chargeback Reversal request is received, a Final Chargeback must be issued within forty-five (45) days from the date the Network processes the Chargeback Reversal request. If it is determined (based on a review of the Chargeback Reversal request, First Chargeback supporting documentation, and any further supporting documentation provided) that there is sufficient justification to dispute the Chargeback Reversal request, then a Final Chargeback will be issued and the Disputed Charge process is complete. There is no opportunity for good faith, arbitration, or compliance filing processes under the Program.

16.7 Inquiry Types

- 16.7.1

American Express tries to resolve Disputed Charges by first using information available to American Express. This may include but is not limited to replying with a Substitute Charge Record in attempting to resolve a dispute. American Express may rely on the information previously provided by Participant and the Program Merchant related to the disputed transaction when generating a Substitute Charge Record. No warranty, express or implied, is made by American Express, nor does American Express accept any liability regarding the accuracy, adequacy, completeness, reliability, or usefulness of the information provided or used in creating a Substitute Charge Record.
- 16.7.2

In instances where American Express cannot resolve a Disputed Charge, an Inquiry will be sent. The form of Inquiry that American Express will send includes information about the Charge in question, an explanation of the material a Participant must send American Express to support the Charge, and a deadline by which Participant's response must be received. In response to Inquiries, American Express will accept Compelling Evidence items ([Section 16.5, "Compelling Evidence"](#)) to show that the Cardmember participated in the Transaction, received the goods or services, or benefited from the Transaction. In addition, when providing Proof of Delivery, a signature from the Cardmember or an authorized signer of the Card is not required.
- 16.7.3

American Express may send all Inquiries to Participant electronically, which Participant will incorporate into its Program Merchant contact process. Participant must respond to an Inquiry electronically, including the Inquiry response and any supporting images, in accordance with the *American Express Technical Specifications*.
- 16.7.4

Participant must respond to an Inquiry and provide American Express with the requested information (*Inquiry Fulfillment Notification*) as described in [Section 16.7.6, "Inquiry Reasons"](#) within thirty (30) days of receipt of such Inquiry from American Express. In emergency circumstances only, Participant may contact [Premium Partner Servicing](#) for instructions on submitting a response to an Inquiry by fax or mail.
- 16.7.5

American Express will review the documentation submitted by the Participant to ensure the intended Chargeback reason is still appropriate. If the applicable Chargeback policy rule requires an Inquiry and documentation is requested by American Express and is not received from Participant by the 'reply-by' time frame specified in the Inquiry Notifications (INQ02) Technical File as described in the *American Express Technical Specifications* or, if the documentation received is illegible or missing vital information, American Express may file a Chargeback.
- 16.7.6

Inquiry Reasons
The following table lists Inquiry reasons that are available under the Program:

Participant shall use best efforts to extend additional time to Program Merchants to provide support to comply with Inquiry reply-by time frames.

Table 16-34: Inquiry Reasons

Inquiry category and definition	Industry and supporting documentation
<p>(127 / 176) Does Not Recognize/ Remember/ No Knowledge (127) <i>Cardmember does not recognize or remember the Charge.</i> (176) <i>Cardmember does not recognize or remember the Card Not Present Charge.</i></p>	<p>The Cardmember claims to not recognize the Charge. Please perform one of the following:</p> <ul style="list-style-type: none"> • provide support and itemization; or • issue Credit <p>Optional support, if available:</p> <ul style="list-style-type: none"> • If the Charge relates to shipped goods, please include shipping details with the full delivery address.
<p>(158) Credit Not Processed <i>Cardmember claims Credit is due from Merchant, but has not received the Credit.</i></p>	<p>The Cardmember has requested Credit for goods that were returned to your Establishment. Please perform one of the following:</p> <ul style="list-style-type: none"> • issue Credit or • explain why Credit is not due along with a copy of your return policy
<p>(004) Non Receipt of Goods/Services <i>Cardmember did not receive the goods or services.</i></p>	<p>The Cardmember requests delivery of goods / services ordered but not received. Please perform one of the following:</p> <ul style="list-style-type: none"> • provide the service or ship the goods, • issue Credit, or • provide Proof of Delivery or proof that the Cardmember received the services in full. <p>For other recommended supporting documentation, please refer to Section 16.5. "Compelling Evidence".</p> <p>When providing Proof of Delivery, a signature from the Cardmember or an authorized signer of the Card is not required.</p>
<p>(680) Overcharge/ Incorrect Transaction Amount <i>Cardmember claims that the amount of the Transaction is incorrect.</i></p>	<p>The Cardmember claims the Charge amount you submitted differs from the amount the Cardmember agreed to pay. Please perform one of the following:</p> <ul style="list-style-type: none"> • issue Credit, or • explain why Credit is not due and provide relevant documentation.
<p>(024) Damaged or Defective Goods <i>Goods received from the Merchant were damaged or defective.</i></p>	<p>The Cardmember claims the goods received are damaged or defective and requests return authorization. If a return is not permitted, please provide:</p> <ul style="list-style-type: none"> • a copy of your return or refund policy, and • information on your efforts to resolve the claim.

Inquiry category and definition	Industry and supporting documentation
<p>(059) Repair or Replacement of Defective Goods</p> <p><i>Goods received from the Merchant were damaged or defective. Request for repair, replacement or return instructions.</i></p>	<p>The Cardmember requests repair or replacement of damaged or defective goods received. Please perform one of the following:</p> <ul style="list-style-type: none"> • issue Credit, or • provide return instructions and make the appropriate repairs, or • provide a copy of your return/replacement policy and explain why the goods cannot be repaired/replaced.
<p>(021) Goods or Services Canceled or Returned</p> <p><i>The Cardmember recalls the purchase, but claims to have canceled / returned it. This category includes billings for canceled reservations, no show Charges, canceled lodging/cruise deposits, canceled recurring/ continuing billing and other deposits.</i></p>	<p>The Cardmember claims the goods / services were canceled / expired or the Cardmember has been unsuccessful in an attempt to cancel the goods / services. Please discontinue future billings and perform one of the following:</p> <ul style="list-style-type: none"> • issue Credit, or • provide a copy of your cancellation policy or, • if the Charge is a Recurring Billing Charge, provide evidence the Cardmember has not canceled and continues to use the service or receive the goods.
<p>(063) Not as Described or Dissatisfied with Goods or Services</p> <p><i>Goods or services do not conform to the documented description; or the Cardmember is not satisfied with the goods or services that were delivered or provided</i></p>	<p>The Cardmember claims the goods / services do not conform to the documented description or they are not satisfied with the goods / services that were delivered or provided. Please perform one of the following:</p> <ul style="list-style-type: none"> • provide proof of repair or replacement for goods or services that were not as described by your Establishment, • issue Credit, or • provide a copy of terms and conditions for all goods or services provided including warranty information, if applicable. Advise of efforts taken to resolve the issue and/or options available for resolution.
<p>(155) Services Not Rendered</p> <p><i>Cardmember has not received the goods or services that were purchased.</i></p>	<p>The Cardmember has requested Credit for goods / services that were not received from your Establishment. Please perform one of the following:</p> <ul style="list-style-type: none"> • issue Credit, or • provide Proof of Delivery or services were provided in full. <p>For other recommended supporting documentation, please refer to Section 16.5, "Compelling Evidence".</p> <p>When providing Proof of Delivery, a signature from the Cardmember or an authorized signer of the Card is not required.</p>

Inquiry category and definition	Industry and supporting documentation
(193) Fraudulent Transactions <i>Cardmember claims Charge is fraudulent.</i>	<p>The Cardmember claims the Charge incurred at your Establishment is fraudulent.</p> <p>For a Card Present Charge, provide:</p> <ul style="list-style-type: none"> a copy of the Charge Record and if applicable, an imprint of the Card, if one was taken. <p>For a Card Not Present Charge, provide:</p> <ul style="list-style-type: none"> a copy of the Charge Record, any contracts or other details associated with the purchase, and Proof of Delivery with the Cardmembers complete and valid billing address. <p>For other recommended supporting documentation, please refer to Section 16.5, "Compelling Evidence".</p> <p>When providing Proof of Delivery, a signature from the Cardmember or an authorized signer of the Card is not required.</p>
(062) Credit Presentment Error <i>The Charge should have been submitted as a Credit</i>	<p>The Cardmember claims the referenced Charge should have been submitted as a Credit. Please perform one of the following:</p> <ul style="list-style-type: none"> issue Credit, or provide support and itemization for the Charge and an explanation of why Credit is not due.
(154) Canceled or refused <i>The goods or services were canceled or refused.</i>	<p>The Cardmember claims the goods / services were canceled and /or refused. Please perform one of the following:</p> <ul style="list-style-type: none"> issue Credit or provide your cancellation or refund policy provided to the Cardmember at the time of the purchase, and an explanation regarding how the Cardmember did not follow your cancellation policy.
(173) Duplicate Billing <i>Cardmember was Charged multiple times for the same Transaction</i>	<p>The Cardmember requests Credit from your Establishment for a duplicate billing.</p> <ul style="list-style-type: none"> If your records show this is correct, please issue Credit. If Credit is not due, provide support and itemization of both charges and explain fully in the space below.
(175) Credit Not Presented <i>Credit is due but does not appear.</i>	<p>The Cardmember claims that a Credit is due but has not appeared on his/ her account. Please perform one of the following:</p> <ul style="list-style-type: none"> issue Credit, or provide support for the Charge and an explanation of why Credit is not due.
(684) Paid by Other Means <i>Charge was paid by another form of payment</i>	<p>The Cardmember claims the Charge was paid by another form of payment. Please perform one of the following:</p> <ul style="list-style-type: none"> issue Credit, or provide proof that the Cardmember's payment by other means was not related to the Disputed Charge; or provide an explanation that you have no record of the Cardmember's other payment.

Inquiry category and definition	Industry and supporting documentation
(691) Cardmember Requests Support <i>Cardmember only requesting supporting documentation.</i>	The Cardmember is not disputing the Charge at this time, but is requesting support and itemization. Please provide this requested documentation.
(693) Vehicle Rental and capital damages <i>Cardmember has questioned the Charge for damages/theft or loss.</i>	The Cardmember has questioned the Charge for damages / theft or loss. Please perform one of the following: <ul style="list-style-type: none"> • issue credit; or • provide a copy of the following documentation: <ul style="list-style-type: none"> ▪ itemized rental agreement, ▪ itemized documentation to support the Charge, ▪ proof that the Cardmember agreed in writing to accept responsibility for the Charge, and ▪ proof that the Cardmember agreed in writing to select American Express as the payment method for the Charge.
(S02) Sufficient Support Confirmation	American Express reviewed the supporting documentation received in connection with the disputed Charge and will not be debiting your account.

16.8 Substitute Charge Records

16.8.1 In some cases, a Substitute Charge Record may be provided as supporting documentation for Card Not Present Charges in place of the original Charge Record along with any additional information requested in the Inquiry. Substitute Charge Records may be used in response to the following Inquiry reasons:

- [\(127\)](#)
- [\(176\)](#)
- [\(193\)](#)
- [\(691\)](#)

See [Section 16.7.6, "Inquiry Reasons"](#) for additional information regarding Inquiry reasons.

16.8.2 The Substitute Charge Record must include the following:

- Card Number
- Cardmember name
- Merchant name
- Merchant location
- Transaction date/date goods or services were shipped or provided
- Transaction amount
- Authorization Approval
- Description of goods/services

16.8.3 Additionally, the following optional information should be included, if available, on the Substitute Charge Record:

- Date goods/services were offered
- Website address

- Customer service telephone number/email address
- "Ship to" name and address
- Automated Address Verification response code
- Order confirmation number
- Electronically captured Cardmember signature

16.9 Chargeback and Inquiry Monitoring

16.9.1 American Express monitors the number of Chargebacks and Inquiries on the Network. Chargebacks and/or Inquiries may be considered disproportionate if any of the following conditions are present:

- Program Merchant is unable to provide supporting documentation for Charges made at its Establishments (e.g., Internet delivery) consistently.
- The number of No Reply and Insufficient Chargebacks at a Program Merchant's Establishment is deemed to be excessive relative to the Program Merchant's prior history or industry standards.
- American Express receives a disproportionately high number of Disputed Charges relative to the Program Merchant's prior history or industry standards.

If any of the preceding conditions are present, American Express may place a Program Merchant in any of American Express' Chargeback programs. The list of conditions above is illustrative and does not reflect all circumstances under which American Express will act to protect its interests.

American Express may assess an Excessive Chargeback Fee as described in [Section 11.5. "Additional American Express Fees"](#) of these *Operating Regulations* if the monthly ratio of Chargebacks (less Chargeback Reversals) to gross Charges (less Credits) at a Program Merchant's Establishment exceeds one percent (1%) in any three (3) consecutive months.

American Express will send Participant a *Seller Dispute Program Notification File* to alert Participant of a Program Merchant's status in the Excessive Chargeback program. Participant will receive a warning notification for those Program Merchants meeting the following criteria for one (1) month:

Criteria:

- Monthly Net Chargeback threshold > 10 and;
- Monthly Net Transaction threshold > 50 and;
- Net-Chargeback-to-Net-Transaction ratio > 1%

An Excessive Chargeback Fee may be assessed for Program Merchants who trend for three (3) consecutive months at which time such Program Merchants will automatically be enrolled in the Excessive Chargeback program. The fee will not be assessed if any one of the aforementioned criteria is not met within a given month while enrolled in the program. Refer to the *American Express Technical Specifications* for further information regarding the *Seller Dispute Program Notification File*. Program Merchants with positive trend for three (3) consecutive months will be removed from the Excessive Chargeback program.

16.10 Chargeback Programs

16.10.1 Certain Chargebacks arise because Program Merchants are in American Express' Chargeback programs.

16.10.2 The reasons for which American Express may place a Program Merchant in one of American Express' Chargeback programs are not exhaustive. American Express may, at its sole discretion, place a Program Merchant in any of American Express' Chargeback programs at

any time. American Express may notify Participant directly if a Program Merchant is placed in any of these programs.

Table 16-35: Fraud Full Recourse Program

Fraud Full Recourse Program

American Express may Chargeback without first sending an Inquiry any time a Cardmember disputes a Charge based on actual or alleged fraud.

Program Merchant may be placed in this program for one or more of the following reasons:

- Program Merchant is classified in a high risk category. For more information on the high risk criteria, see [Subsection 8.2.1](#) and further described in Subsection 10.3.1, "High Risk Merchants" of the *American Express Merchant Operating Guide*.
- A Program Merchant's fraud performance levels meet or exceed either the Low Tier or High Tier Program Thresholds set forth in [Subsection 16.10.3, "Low Tier and High Tier Program Thresholds"](#).
- American Express determines that the Program Merchant's fraud-related Disputed Charge volume is greater than 0.9% of total American Express Charge Volume. If a Program Merchant is placed on the Fraud Full Recourse Program, then such Program Merchant must reduce its ratio of fraud related disputes in order to be removed from the program and regain the ability to appeal these types of disputes. If a Program Merchant maintains its fraud-related Disputed Charge volume below the 0.9% fraud to gross threshold for a minimum of three (3) consecutive months American Express, in American Express' sole discretion, may remove such Program Merchant from the Fraud Full Recourse Program.
- Program Merchant engages or participates in fraudulent, collusive, deceptive, or unfair business practices, illegal activities, or prohibited uses of the Card, see Subsection 10.3.2, "Fraudulent, Deceptive, or Unfair Business Practices, Illegal Activities, or Prohibited Uses of the Card" of the *American Express Merchant Operating Guide*.

Note: We may place Program Merchant in this program upon signing, or any time during the term of the agreement. The above list is not exhaustive and we may, at our sole discretion, place Program Merchant in the program for other reasons. Placement in the Fraud Full Recourse Program binds Program Merchant to the program terms indicated above. In the event of a conflict between this program and any other program, e.g., Fraud liability shift programs, the terms of the Fraud Full Recourse Program will prevail.

16.10.3 Low Tier and High Tier Program Thresholds

Program Merchants will be placed in the Fraud Full Recourse Program if a Program Merchant's fraud performance levels meet or exceed either the Low Tier or High Tier Program Thresholds set forth in the following table:

Table 16-36: FTG Performance Tiers

Program Tier	Performance	Program Threshold
Low Tier Program Threshold	<ul style="list-style-type: none"> The monthly fraud related disputes to gross* Charges ratio for a Program Merchant equals or exceeds 0.9% and A Program Merchant has a minimum fraud related disputes amount of \$25,000 in a one (1) month period 	<ul style="list-style-type: none"> If the Program Merchant does not reduce fraud performance levels below the Low Tier Program Threshold for three (3) consecutive calendar months following the date of notice the Program Merchant will be subject to FFR Chargebacks and will no longer qualify for fraud liability shift. To exit the Fraud Full Recourse Program, see Subsection 16.10.4, "Removing a Program Merchant from the Fraud Full Recourse Program".
High Tier Program Threshold	<ul style="list-style-type: none"> The monthly fraud related disputes to gross* Charges ratio for a Program Merchant equals or exceeds 1.8% and A Program Merchant has a minimum fraud related disputes amount of \$50,000 in a one (1) month period 	<ul style="list-style-type: none"> Following the date of notice to the Program Merchant, and will be subject to FFR Chargebacks and will no longer qualify for fraud liability shift. To exit the Fraud Full Recourse Program, see Subsection 16.10.4, "Removing a Program Merchant from the Fraud Full Recourse Program".

* For the purposes of this table only, Fraud to Gross (FTG) means the ratio of fraudulent Transactions as compared to total Charge volume in a single month, provided that both volume amounts are in the same currency.

A Program Merchant will move from the Low Tier Program Actions and be subject to the High Tier Program Actions set forth in the above table if the Program Merchant meets or exceeds the High Tier Program Thresholds during placement in the program until the Program Merchant exits the program.

16.10.4 Removing a Program Merchant from the Fraud Full Recourse Program

A Program Merchant that is in the Fraud Full Recourse Program because of its fraud performance levels will be removed from the Fraud Full Recourse Program and the Program Merchant's fraud liability shift will be reinstated if Program Merchant's fraud performance levels fall below either of the following thresholds:

- The fraud related disputes to gross Charges ratio for a Program Merchant is below 0.9% per month for three (3) consecutive months, or
- A Program Merchant's fraud related disputes amount is below \$25,000 per month for three (3) consecutive months.

Table 16-37: Chargeback Programs

Immediate Chargeback Program	Partial Immediate Chargeback Program
American Express may Chargeback without first sending an Inquiry any time a Cardmember disputes a Charge for any reason other than actual or alleged fraud.	American Express may Chargeback below a predetermined amount without first sending an Inquiry any time a Cardmember disputes a Charge for any reason other than actual or alleged fraud. All disputed amounts above the predetermined amount will be processed under American Express' standard Chargeback and Inquiry policy.
Note: We may, at our sole discretion, place Program Merchant in this program at any time during the term of the agreement for other reasons.	

- 16.10.5** American Express will send communication regarding Chargeback and Inquiries to Participant electronically. Participant responses must be sent to American Express electronically in accordance with the *American Express Technical Specifications*.

16.11 Tips for Avoiding Chargebacks and Inquiries

Inquiries are expensive for all parties involved. Encourage Program Merchants to follow these general steps in order to avoid unnecessary Chargebacks and Inquiries:

- Keep track of all Charge Records.
- Issue Credits immediately after determining that Credit is due.
- Disclose all terms and conditions of sale/return/exchange/cancellation policies at the point of sale, on all Charge Records and customer receipts and websites.
- Encourage Cardmembers at the point of sale to contact the business directly should there be any problems with a purchase, and to include a telephone number or web address and an appropriate description of goods or services purchased.
- Contact their Merchant Services Provider to make sure the name that they provided to you in their Submission matches their business name.
- Inform Cardmembers of the business name that will appear on the billing statement.
- Submit Charges only after goods have been shipped or services have been provided.
- Advise Cardmembers when goods or services will be delivered or completed, and always advise the Cardmember of any delays.
- Obtain a Cardmember's agreement in writing whenever completing a service or work order.
- Provide a cancellation number when applicable.
- Remind the Cardmember to retain any documents that have been provided, along with shipping information when applicable.

Risk Management

- 17.1 Introduction
- 17.2 Risk Monitoring
- 17.3 Protective Action
- 17.4 Risk Mitigating Techniques
- 17.5 Reports, Data Files, and Notification

17

17.1 Introduction

- 17.1.1 Participant will perform the risk management Services described in this [Chapter 17, "Risk Management"](#).

17.2 Risk Monitoring

- 17.2.1 This Section outlines American Express' risk referral notification process, policies and other ongoing requirements (*Risk Referrals*) involving Program Merchants. American Express may provide Participant with a Risk Referral regarding a Program Merchant in order to mitigate any risk, including those activities provided below. Participant will conduct appropriate due diligence and performance of certain risk-based monitoring for all Program Merchant Prospects and Program Merchants in accordance with the terms of these *Operating Regulations*.
- 17.2.2 In the event Participant receives a Risk Referral from American Express requesting cancellation or disentanglement of Card acceptance for a Program Merchant account, Participant will immediately implement such cancellation or disentanglement in accordance with [Section 3.6, "Merchant Cancellation or Disentanglement"](#).

- 17.2.3 The reasons American Express may issue a Risk Referral, include:

a. Derogatory Cancellations

A derogatory (or negative) Risk Referral means that the Program Merchant account involved excessive fraud, excessive Chargebacks, bankruptcy/liquidation, breach of the *American Express Merchant Operating Guide*. Upon either party determining that a Program Merchant should be canceled for a derogatory reason, Participant will (i) implement cancellation of the Program Merchant in accordance with [Section 3.6, "Merchant Cancellation or Disentanglement"](#); (ii) ensure post cancellation Submissions from Program Merchant are limited to those Transactions that occurred prior to the cancellation date; (iii) report applicable derogatory Program Merchants to the Mastercard® MATCH or Terminated Merchant File (TMF) Report database through the standard reporting process; (iv) proceed to make final settlement of American Express payments to Program Merchant; and (v) take any other actions with respect to such Program Merchant reasonably requested by American Express.

If American Express or Participant identifies a Program Merchant that may be engaged in fraudulent activities, each will notify the other no later than twenty-four (24) hours after potential fraudulent activities are identified, cancel or disengage the Program Merchant from Card acceptance in accordance with [Section 3.6, "Merchant Cancellation or Disentanglement"](#), and stop future payments to such Program Merchant. Participant must also follow the reporting and ledgering requirements provided in [Chapter 19, "Reporting and Records Retention"](#) with respect to such Program Merchant.

b. Fraudulent, Collusive, Deceptive, or Unfair Business Practices, or Illegal Activities Monitoring

American Express will monitor Submissions from Program Merchants for indicators of fraudulent, collusive, deceptive, or unfair business practices, or illegal activities. If American Express identifies such activities, American Express may require that Participant take one or more of the following actions: (i) perform additional monitoring of the Program Merchant; (ii) obtain additional information requested by American Express on the Program Merchant; (iii) recommend additional actions (e.g., building up additional reserves, reversing Transactions); and (iv) implement cancellation or disentanglement of the Program Merchant account in accordance with [Section 3.6, "Merchant Cancellation or Disentanglement"](#). Participant shall promptly comply with such request. Participant may internally use information provided by American Express with regard to fraudulent, collusive, deceptive, or unfair business practices, or illegal activities of a Program Merchant to review Transactions through Other Payment Products.

c. "Internet/Online" Program Merchants – Brand Monitoring

American Express monitors "Internet/Online" Program Merchants, including protecting the American Express Brand. Participant will execute all actions requested by American Express to reduce brand risk, including cancellation or disentanglement of "Internet/Online" Program Merchants in accordance with [Section 3.6, "Merchant Cancellation or Disentanglement"](#). Participant must complete such actions within the time period requested by American Express, and promptly provide confirmation to American Express that the requested actions are complete.

d. Travel Industry Monitoring

American Express will monitor Participant's portfolio of travel related Program Merchants conducting business in the Travel Agencies/Tour Operators (MCC 4722) category and reserves the right to require additional risk mitigating controls. In the event Participant's concentration of travel volume for Travel Agencies/Tour Operators, exceeds five percent (5%) of Participant's overall American Express Charge Volume or Sponsored Merchant base:

- (i) Participant may be subject to one or more of the following additional risk controls, including, but not limited to:
 - Submission of additional enhanced data requirements set forth in the Travel/ Cruise Industry Specific Transaction Advice Addendum (TAA) Record of the *American Express Global Financial Submission Guide*;
 - Participation in bi-annual meetings with members of American Express' Risk team to review credit risk and exposure management policies pertaining to Program Merchants classified in the travel industry; and
 - Requirement that Participant provide to American Express a letter of credit or other third-party guarantee of payment.
- (ii) Notwithstanding the foregoing, Participant must collect and provide evidence of membership to a travel industry bonding organization (e.g., ARC, TICO, or IATA) for each Sponsored Merchant identified and approved by American Express as a High CV Merchant.

17.3 Protective Action

American Express shall have the right in its sole discretion to establish or increase a Reserve on a Participant to cover any payment obligations or other financial exposure or risk to American Express or Its Affiliates from Participant, its Affiliates, or its Program Merchants under the Program Agreement any Other Agreement or for any other reason or purpose.

- 17.3.1 Establishing or increasing a Reserve.** American Express shall inform Participant promptly if it establishes or increases a Reserve, and shall reasonably identify the reason or reasons for such Reserve; however, notice by American Express to Participant is not a condition of, or requirement for, seeking such action. American Express may establish or increase the amount of a Reserve by (a) withholding amounts from payment it otherwise would make to Participant under the Program Agreement and / or (b) requiring Participant to pay or otherwise deliver funds or other collateral to American Express. Any collateral provided pursuant to this [Section 17.3, "Protective Action"](#) other than cash is subject to American Express' prior written approval, which American Express may grant or withhold in its sole discretion. American Express may hold the Reserve in its sole discretion for as long as it determines there is financial exposure or risk to American Express, its Affiliates and/or its Cardmembers in connection with the Program Agreement or any Other Agreement. The Reserve, all funds, money, and other property from time to time held in the Reserve or in connection therewith, and all interest and other earnings (if any) on any of the foregoing, all writings evidencing any of the foregoing, and all proceeds and products of any of the foregoing (collectively, the Reserve Assets) are and at all times shall remain American Express' sole property and shall not be owed to Participant. Accordingly, Participant is not entitled to and will not receive interest on amounts constituting the Reserve Assets. None of the Reserve Assets shall become the

property of Participant unless and until American Express releases them from the Reserve to Participant.

- 17.3.2 Trigger Events for Reserve.** Without limiting American Express' right to establish or increase a Reserve in its sole discretion, some of the events and conditions that may cause American Express to establish and/or increase a Reserve include: (a) Participant ceasing a substantial portion of or materially or adversely altering its operations; (b) Participant selling any material portion of its assets, or any party acquiring twenty-five percent (25%) or more of any class of the equity interests issued by Participant (other than parties currently owning twenty-five percent (25%) or more of such interests), whether through acquisition of new equity interests, previously outstanding interests, or otherwise; (c) a material adverse change in Participant's business, assets, condition (financial or otherwise) or prospects, or in Participant's industry; (d) Participant's breach of the Program Agreement, including the provisions of providing information described in [Subsection 17.3.7](#) below; (e) Participant becoming or appearing to become insolvent; or (f) American Express receiving a disproportionate number or amount of Disputed Charges at Program Merchant Establishments; (g) American Express' reasonable belief that Participant will not be able to perform its obligations under the Program Agreement or any Other Agreement, or to Program Merchants; or (h) the establishment of a reserve with, or other protective action taken by, any Entity with whom Participant has entered into an arrangement for the acceptance or processing (or both) of Other Payment Products that (i) results in the withholding of funds that would otherwise have been payable to Participant or its Program Merchants, (ii) requires Participant to make a direct payment into a reserve account or similar device, or (iii) requires Participant to provide such Entity with a letter of credit, guaranty or other third-party assurance of payment.
- 17.3.3 Application of Reserve.** American Express may, at any time and without prior notice to Participant, deduct from, recoup, set-off, and/or apply against the Reserve: (a) any amounts Participant or any of its Affiliates owe American Express or any of its Affiliates under the Program Agreement or any Other Agreement; (b) any costs incurred by American Express in connection with the administration of the Reserve, including attorneys' fees; (c) any unpaid Charges at your Program Merchants by any Cardmember for Transactions by such Cardmember that violated the Program Agreement or for whom Participant or one of its Affiliates has paid; and (d) any costs incurred by American Express as a result of Participant's failure to fulfill any obligations to American Express, any of its Affiliates, or to Cardmembers, including attorneys' fees and costs of handling Disputed Charges.
- 17.3.4 Grant of Security.** Participant hereby grants American Express for the benefit of American Express and its Affiliates a first priority security interest in and to and a continuing lien on all of Participant's right, title and interest in and to the following property, in each case whether now owned, held or existing or hereafter acquired or arising, and wherever located: (i) the Reserve Assets (to the extent that you now or hereafter have or are deemed to have any rights in the Reserve Assets); (ii) the Program Agreement, any Other Agreement, and any rights to payment arising from the Program Agreement or any Other Agreement; and (iii) any and all products and proceeds of any of the foregoing (collectively, the *Collateral*). The security interest and lien granted hereby secure, and the Collateral is security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand, or otherwise, of all present and future obligations (whether direct, contingent, or otherwise) of Participant and/or its Affiliates under the Program Agreement and the Other Agreements. Any and all Collateral, and any and all other funds, money or amounts now or hereafter in American Express' or its Affiliates' possession, may be commingled with other funds or property. In addition to American Express' rights and remedies provided for in the Program Agreement, American Express and its Affiliates will have all rights and remedies of a secured party and secured creditor under the Uniform Commercial Code and any other Applicable Law in any applicable jurisdiction. Notwithstanding anything herein to the contrary, Participant and its Affiliates shall remain liable for all obligations under the Collateral, the Program Agreement and all Other Agreements and nothing contained herein is intended or shall be a delegation of duties to American Express or its Affiliates.

- 17.3.5 Further Assurances.** Promptly upon any request by American Express, Participant agrees to duly execute, deliver, and record such further instruments, agreements, powers of attorneys and other documents, and take all further actions, as American Express may reasonably request to create, perfect, preserve the priority of and confirm the lien, security interest, or rights of set off and recoupment set forth in the Program Agreement, to enforce American Express' rights and remedies under the Program Agreement with respect to the Collateral, or to otherwise further effect the purposes of the Program Agreement.
- 17.3.6 Other Protections.** American Express and its Affiliates may take other actions reasonably necessary to protect its and its Affiliates' exposure or risk to Participant or its Affiliates under the Program Agreement or any Other Agreement, including changing the speed or method of payment for Charges, exercising Chargeback rights, charging Participant fees for Disputed Charges, or recouping from, or otherwise offsetting against, any amounts due from American Express or any of its Affiliates to Participant or any of its Affiliates under the Program Agreement or any Other Agreement against amounts that Participant or any of its Affiliates owe American Express or its Affiliates under the Program Agreement or any Other Agreement. American Express may also terminate the Program Agreement or suspend any of the services in whole or in part under the Program Agreement at any time with or without notice to Participant for any reason.
- 17.3.7 Providing Information.** Participant must provide to American Express promptly, upon reasonable request, information about its and its Affiliates' finances, creditworthiness, and operations, including the most recent certified financial statements. Participant must notify American Express immediately of the occurrence of any event described in [Subsection 17.3.2](#)

17.4 Risk Mitigating Techniques

Participant shall operate its risk mitigation processes, including its management of fraud and credit risk under the Program, in accordance with practices and high professional standards used in well-managed operations. The following practices are recommended:

- 17.4.1 Underwriting**
- a.** Incorporate Transactions into the overall evaluation process for Program Merchants.
 - b.** Evaluate the credit-worthiness of each Program Merchant and conduct a credit check on the authorized signer of the Program Merchant.
 - c.** Set a credit score floor limit for Program Merchant signings.
 - d.** Calculate the risk exposure for the Program Merchant, based on its entire expected payment card charge volume, including Transactions.
 - e.** When appropriate, obtain collateral (e.g., cash deposits, letter of guaranty) from the Program Merchants.
- 17.4.2 Account Management**
- a.** Monitor out-of-pattern Charges at Program Merchants.
 - b.** Monitor Chargeback ratios and Dispute ratios.
 - c.** Leverage decision science tools used to predict and evaluate the ongoing credit-worthiness of Program Merchants (e.g., predictive model or rules). Incorporate industry-specific variables to tools and periodically update tools to maintain effectiveness.
 - d.** When appropriate, build financial reserves, withhold payments to Program Merchants, establish shadow limits on the volume of Charges processed at the Program Merchant, and obtain additional collateral.
 - e.** Ensure that all Submissions are valid with an appropriate Authorization and implement an Authorization monitoring method.

17.5 Reports, Data Files, and Notification

- 17.5.1** Participant is required to provide periodic risk data to American Express as it relates to risk performance of the Program Merchant portfolio upon request.

Marketing and Communication

- 18.1 American Express Licensed Marks
- 18.2 Program Merchant Marketing Communications
- 18.3 Merchant Marketing Opt-Outs
- 18.4 Communication by Participant
- 18.5 Press Releases
- 18.6 Privacy Policies

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18.1 American Express Licensed Marks

18.1.1 Use of American Express® Blue Box Logo and Word Marks

Participant shall use the Licensed Marks of American Express only with American Express' prior written approval and in accordance with the Program Agreement, and in accordance with the following guidelines:

- a. American Express' corporate logo, the "American Express® Blue Box" logo, is the strongest visual symbol of American Express' image. The "Blue Box" represents and reinforces the high quality service and values of American Express. The appropriate version of the "Blue Box" logo must appear on all POP materials and signs. The following guidelines apply to Participant's use of the "Blue Box" logo.

Blue Box Registration Mark

The ® next to the Blue Box is optional in most countries but is mandatory in some and in new or emerging markets where the trademark is less established. To determine which markets require the registration mark and which countries it is optional but require disclosures, contact your American Express Representative.

Card Art In Marketing

- Never alter or distort Card art in any way. Do not add text or imagery.
- Card art can be obtained by contacting your American Express Representative.
- If it is necessary to crop an image of a Card, crop below the chip. The Blue Box logo may not be partially shown.
- Don't make the Card into another object — a suitcase, table, sunglasses, etc.

Participant may refer to American Express 360Connect for additional information on American Express Brand guidelines and marketing requirements.

- b. When using the "American Express" name in communication and related materials, the following applies:
 - When using the name "American Express" in reference to our company, no ® is required.
 - When referencing an American Express product/service like "American Express® Card" or "American Express® Cardmember", the ® is required only in the first instance it is used in communication.
 - Because of the heritage and the equity built into the American Express name, it should not be abbreviated. Recent research clearly indicated that "American Express" is preferred over "Amex" in all markets and by all audiences.
 - There are instances when an abbreviation can't be avoided. It is acceptable to abbreviate American Express to Amex in:
 - Social media channels where character limits are strictly controlled and no other edits are available
 - URLs that would otherwise be too lengthy
 - Internal communications, selectively
 - When Amex is used in copy, it should always be "Amex" (with an uppercase "A" and lowercase "mex"). Also, please note that in headlines, subheads and body copy, American and Express should be together, on one line.
 - "AX" or "AM" are valid 2- character abbreviations for American Express generally used in merchant statements and reporting only.
 - When referencing our company in an abbreviated format, no ® is required.
- c. American Express uses the words "Card Member" or "Cardmember" and "Card Membership" or "Cardmemberships" to acknowledge our special relationships with customers. (In the U.S., it's two words. The decision for one or two words is made on local market levels.) "Cardmember" should be used as one word in Card art and in existing legal agreements.

Also, remember:

- Never use the abbreviation 'CM'
 - When referring to American Express Cards, the 'Cs' in Charge, Credit and Card should always be upper case: Credit Card, Charge Card, Card, Cards
- d. Participant must not use the Licensed Marks in any way that injures or diminishes the goodwill associated with the Licensed Mark, nor (without American Express' prior written consent) indicate that American Express endorses Participant's goods or services. Participant shall only use the Licensed Marks as permitted by the Program Agreement and its Merchant Agreement with Program Merchants, and shall cease using the Licensed Marks upon termination of such agreements.
- e. When Licensed Marks are used only to reflect card products processed or accepted, and in a grouping with other card brands, no review or approval is required as long as the basic brand guidelines for use of the Licensed Marks are followed.
- f. Nothing in the Program Agreement authorizes Participant to use the Licensed Marks in connection with any activity, product, or service other than those specifically authorized therein. For the avoidance of doubt, nothing therein authorizes Participant to use "American Express", "Amex", or any variation likely to be assumed to mean "American Express" or any non-English language translation or other American Express product/service name as part of a domain name or email.

18.1.2 Use of American Express OptBlue® Word Marks

The official name of the enhanced acquisition program for American Express is OptBlue®. The name reflects the continuing evolution of American Express' merchant acquiring business, and is intended to represent the ability of more small merchants to "opt" into American Express® Card acceptance through programs offered directly by Participants in the OptBlue® program.

When using the OptBlue® mark, the following applies:

- The mark OptBlue® may be used in sales agent and merchant communications, and characterized as "a program". In all cases, communications should clearly communicate that American Express Card acceptance is being offered directly by the Participant and should seem as seamless to merchants, and as simple and straightforward as acceptance of any other major card brand.
- In written, internal and external communications, always associate the OptBlue® mark with American Express, using phrases such as "American Express OptBlue® Program" or "OptBlue® from American Express".
- Until further notice, the mark should appear with (®).
- Use the OptBlue® mark once to initially introduce the new program, then simply refer to American Express or American Express Card acceptance throughout the rest of the communication.
- The OptBlue® mark must never be used to denote acceptance of Other Payment Product brands.

18.2 Program Merchant Marketing Communications

- 18.2.1 Participant must obtain the prior written approval of American Express for all Program related materials, including training materials, marketing materials, and social media and marketing campaigns, which refer to or use a Licensed Mark, including such materials of its Participant Sales Entities and Program Merchants. Participant's failure to obtain American Express' approval may result in the assessment of Non-Compliance Fees as set forth in [Chapter 9, "Non-Compliance"](#), of these *Operating Regulations*.

Participant will provide American Express with drafts and/or proofs of any such Program documentation (e.g., Card acceptance application, Program materials, welcome kit or letter, etc.) or for marketing programs which bear American Express' Licensed Marks prior to using

the material. Participant must provide the material to American Express at least thirty (30) days in advance of the anticipated use or marketing program launch date.

American Express will provide changes or a final decision no later than thirty (30) days following initial receipt of the materials from Participant. If American Express requires more time to provide requested changes or a final decision, American Express will notify Participant.

Participant must not refer to American Express as a "partner" in communications describing Participant's relationship with American Express under the Program.

- 18.2.2** American Express may periodically market directly to Program Merchants, which includes in-person marketing such as POP visits and Shop Small campaigns. In such cases, American Express may notify the Participant in advance, providing general guidance for Participant to address Program Merchant inquiries.
- 18.2.3** The party that develops and initiates a marketing campaign bears all costs associated with such marketing campaign. For joint marketing campaigns, the parties will work together in determining responsibility for associated costs.
- 18.2.4** Participant will communicate American Express marketing programs, upon the request of American Express, as follows:
- American Express will email "marketing information bulletins" to Participant in advance of the proposed communication to Program Merchants.
 - This bulletin will include instructions indicating Participant's role in connection with the marketing and general guidance for Participant to address merchant queries regarding American Express marketing communications to Program Merchants.
 - American Express will email the marketing information bulletins to Participant's designated contact.
- 18.2.5** At American Express' request, Participant will insert American Express information in the Participant's statements to Program Merchants. In such event, American Express will supply Participant with materials for statement inserts prior to the Participant's completion date for the production of the statements. Materials will reasonably comply with Participant's guidelines regarding size, weight and format.
- 18.2.6** Under no circumstances shall an American Express approval of, or provision of pre-approval, materials or any content therein (or both) be construed to imply any endorsement, representation, or warranty by American Express, and Participant shall not state or imply anything to the contrary. American Express disclaims any and all representations, warranties, whether express, implied, oral, or statutory, and liabilities with respect to such materials or any content therein (or both). Participant's use of such materials or content (or both) is at its sole risk.
- 18.2.7** Participant shall not use any Cardmember Information or lists of partial or complete Cardmember names for the purpose of providing or selling this information to third parties or other internal uses (e.g., marketing). Participant shall not use for marketing, sell, or disseminate a list compiled specifically of those Cardmembers who make purchases on the Card at Program Merchants.

18.3 Merchant Marketing Opt-Outs

- 18.3.1** Participant must ensure that Program Merchants agree when providing their contact information to Participant that, they consent to receiving commercial marketing messages from American Express, including important information about American Express products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers Program Merchant provides. If a Program Merchant provides a wireless phone number, Participant must ensure that the Program Merchant consents that it may be contacted at that number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. If a Program Merchant provides a fax number, Participant must ensure that

the Program Merchant agrees that it may be sent fax communications. American Express may otherwise use and share Program Merchant information for business purposes and as permitted by Applicable Law. American Express uses reasonable administrative, technical and physical security measures to protect Program Merchant information consistent with the sensitivity of the information.

- 18.3.2** Participant must provide Program Merchants a choice to opt-out of receiving American Express commercial marketing communications about products and services. Participant may collect this choice by using an "opt-out checkbox" (illustrative sample included in [Section 3.2, "Merchant Agreement Requirements"](#)) or other acceptable means such as directing Program Merchants who wish to opt-out to contact Participant directly by inbound telephone, email, website and any other means identified by Participant. If a Program Merchant has opted-out, Participant must disclose to Program Merchant that it may continue to receive important transactional or relationship communications from American Express. Participant must identify Program Merchants through the *Sponsored Merchant Information Interface* that opt-out in order for American Express to update its records accordingly.
- 18.3.3** If a Program Merchant opts out from receiving American Express related marketing, Participant shall not, and shall ensure that its Participant Sales Entities do not, send such Program Merchant further marketing that appears to have originated or involved American Express. Participant shall disclose to Program Merchant that it may continue to receive marketing communications from American Express while American Express updates its records to reflect the Merchant's opt-out choice.

18.4 Communication by Participant

- 18.4.1** In performing the Services, Participant shall not act in a way that adversely affects American Express, the American Express Brand, or Cardmembers. Participant shall properly communicate Program eligibility requirements to all Sales Agents and shall not knowingly make misrepresentations about the scope of the Program or eligibility criteria for Program Merchant Prospects. If Participant or a Sales Agent makes a misrepresentation about the scope of the Program or eligibility criteria for Program Merchant Prospects, or markets the Program to merchants that do not meet the eligibility criteria, Participant shall promptly correct the misrepresentation and clarify eligibility requirements for affected merchants.

18.5 Press Releases

- 18.5.1** Any disclosure to the media in the form of a press release concerning Participant's, its sales channels' and/or its Program Merchants' participation in the Program must be mutually agreed in advance by American Express and the parties involved in making such disclosure.

18.6 Privacy Policies

- 18.6.1** Participant is obligated to comply with Applicable Law, including privacy, data protection, and anti-spam measures. For more information on American Express' Online Privacy Statement, please visit www.americanexpress.com/us/company/privacy-center/online-privacy-disclosures/.

Reporting and Records Retention

19.1 General Requirements

19.2 Reporting

19.3 Records Retention

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19.1 General Requirements

- 19.1.1** Prior to the Program Launch Date, Participant will provide American Express with the baseline percentage of American Express coverage and signing potential for existing Participant merchants that meet the requirements for Program Merchant Prospects provided in [Section 2.2, "Qualification Requirements"](#).
- 19.1.2** If implementing an online Program Merchant application process, Participant shall comply with Applicable Law relating to United States Region, federal, state and local electronic signature and electronic record requirements, including the Uniform Electronic Transaction Act, Uniform Computer Information Transactions Act or any applicable state law equivalent, and industry standards for electronic contracting and electronic records in connection with all Program Merchants.
- 19.1.3** Participant will provide reporting, and accompanying data files, on its performance against each of the service levels in these *Operating Regulations*, the additional reports and data files specifically required under these *Operating Regulations* or the Program Agreement, and any other reporting and data files relating to the Program reasonably requested by American Express.

This change is effective
April 12, 2024.

19.2 Reporting

- 19.2.1** Participant will provide to American Express reporting and data files described in [Appendix E, "Reports & Data Requirements"](#) within the time frames specified by American Express. The reports represent a non-exhaustive list of required information that Participant will provide to American Express under the Program.
- 19.2.2** For the avoidance of doubt, Participant shall, and agrees to ensure that its Participant Sales Entities shall, provide reporting to enable American Express to comply with Applicable Law.

19.3 Records Retention

- 19.3.1** Unless otherwise specified in these *Operating Regulations* or as required by Applicable Law and/or electronic record retention requirements, Participant will maintain all Program Merchant accounts, setup and supporting verification documentation, and data and voice recordings for seven (7) years from the date of creation, except Participant shall maintain: (i) copies of its Merchant Agreements and Sponsored Merchant Agreements for seven (7) years after the termination date of such agreements; and (ii) Transaction Data for two (2) years from creation of Transaction Data.
- 19.3.2** Participant will maintain all Customer Identification Information (or CII) obtained pursuant to [Subsection 21.1.1, "Customer Identification and Verification Requirements"](#) of these *Operating Regulations* for the longer of the Program Agreement (and the associated transition assistance period required by the Program Agreement) or such period required under Applicable Law. In the event the Program Agreement is terminated or the account or relationship between Participant and a Program Merchant is terminated, the CII obtained pursuant to [Subsection 21.1.1, "Customer Identification and Verification Requirements"](#) of these *Operating Regulations* must be retained for five (5) years from the date of termination.
- 19.3.3** The documentation of, or recording of, the due diligence or steps undertaken by Participant to validate the identity of a Program Merchant (*Customer Identification Verification* or CIV) must be retained for five (5) years from the date the Customer Identification due diligence steps were completed. Participant's documentation of CIV may include the record or audit trail of the process used by Participant to validate the Program Merchant's identity (e.g., case notes recording or acknowledging the physical review of documentation provided by the Program Merchant or documenting validation by a reliable and independent source of identity verification) is sufficient and retention of any physical document itself (e.g., articles of incorporation) is not required.
- 19.3.4** Participant will make data and documents cited in this [Chapter 19, "Reporting and Records Retention"](#) available to American Express within seventy-two (72) hours upon request or

sooner based on Applicable Law. Participant will redact any pricing and any other terms specifically related to Other Payment Products or other non-American Express information from the all records prior to forwarding to American Express.

Audit and Oversight

20.1 Audit Rights

20.2 Oversight Reviews

20.3 Audit and Oversight Review Follow-up

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20.1 Audit Rights

- 20.1.1** In addition to the audit rights in the Program Agreement and elsewhere in these *Operating Regulations*, American Express reserves the right to conduct oversight, including audits of Participant, its Participant Sales Entities, and Program Merchants, at any time, for the purpose of determining compliance with Program terms and policies set forth in these *Operating Regulations*. Participant will provide to American Express and its Auditors, whether internal or externally outsourced, access during business hours and upon reasonable notice to (i) any facility or part of a facility at which either Participant or any of its Participant Sales Entities or other subcontractors is providing the Services, (ii) Participant personnel, and (iii) data and records relating to the Services for the period Participant is required to maintain such records under the Program Agreement or these *Operating Regulations*. Such access is necessary to:
- a. verify the security and integrity of Cardmember Information, Transaction Data, Merchant Data and other Amexco Data and to examine the systems that process, store, support and transmit that data;
 - b. verify the appropriate administration and retention of Merchant Agreements, Sponsored Merchant Agreements and Payment Facilitator Agreements;
 - c. review communications generated in connection with the Program from Participant to Program Merchants and Payment Facilitators that refer to American Express;
 - d. conduct any of the audits or inspections referenced elsewhere in these *Operating Regulations*;
 - e. examine Participant's and its Participant Sales Entities' performance of the Services and conformance to the terms of these *Operating Regulations* and the Program Agreement including, to the extent applicable to the Services and to the Charges, by performing audits: (i) of practices and procedures; (ii) of systems, equipment and software; (iii) of supporting information and calculations regarding compliance with Service Levels; (iv) of general controls and security practices and procedures; (v) of Sales Agent training; (vi) of disaster recovery and back-up procedures; and (vii) as reasonably necessary to enable American Express to meet, or to confirm that Participant is meeting, Applicable Laws;
 - f. verify that settlement timing for Program Merchant is performed in the same manner as for Other Payment Products;
 - g. verify that requisite CIV efforts were performed by Participant in connection with verification of Program Merchant Prospects during the solicitation and application process;
 - h. verify that Participant Sales Entities and Sales Agents are in compliance with these *Operating Regulations*; and
 - i. review Participant's Risk Management and Compliance practices, policies and controls.
- 20.1.2** Participant will provide to American Express and its Auditors such assistance as they may reasonably request. Participant will cooperate fully with American Express or its designees in connection with any audit functions, including Oversight Reviews described in [Section 20.2, "Oversight Reviews"](#) below, and with regard to examinations by regulatory authorities.
- 20.1.3** American Express and its Auditors will comply with Participant's reasonable security requirements and will schedule and conduct audits in a manner that does not unreasonably interfere with Participant's ordinary business operations.
- 20.1.4** Participant will maintain financial and non-financial records of Transactions, policies and procedures, and activities used or performed in connection with the Program (subject to redaction of confidential information and other information not relevant to the Program) that is reasonably necessary to enable American Express to exercise the audit rights under this [Chapter 20, "Audit and Oversight"](#) and the Program Agreement.
- 20.1.5** In conjunction with an Oversight Review, or prior to enabling a Participant under the Program, American Express may conduct a financial review of Participant's current and audited financial statements in order to assess the financial soundness of Participant. Upon request, and if not publicly available, Participant shall furnish American Express with such financial statements.

20.2 Oversight Reviews

- 20.2.1** Notwithstanding American Express' audit rights set forth in [Section 20.1. "Audit Rights"](#) above and as set forth in the Program Agreement, American Express shall have the right to conduct an oversight review of Participants' acceptance and servicing programs at all reasonable times (Oversight Review). The Oversight Review shall be conducted by representatives of American Express' Global Acquisition Capabilities team or a third party acting on behalf of American Express.
- 20.2.2** American Express shall provide Participant with advance notice before conducting an Oversight Review. Prior to commencement, American Express shall schedule a kick-off meeting at which time the scope of the review shall be communicated to Participant. Participant shall have four (4) weeks to provide American Express with all requisite documentation requested in connection with the Oversight Review.

20.3 Audit and Oversight Review Follow-up

- 20.3.1** Following an audit or examination as set forth in [Section 20.1. "Audit Rights"](#) and [Section 20.2. "Oversight Reviews"](#) above, American Express may conduct, or request its Auditors to conduct, an exit conference with Participant to obtain factual concurrence with issues identified in the review.
- 20.3.2** Participant and American Express will promptly meet to review each audit report after its issuance and to mutually agree upon the appropriate manner in which to respond to the changes suggested by the audit report.
- 20.3.3** If an audit identifies deficiencies in systems or processes related to the performance of Services, compliance with Applicable Law, compliance with the American Express Brand guidelines and marketing requirements, or the integrity or security of American Express Information, Participant shall provide to American Express, within thirty (30) days after receiving notice, a remediation plan for American Express' approval addressing the identified deficiencies and actions Participant will take to cure such deficiencies.

Regulatory Compliance

- 21.1 Anti-Money Laundering and Prevention of Terrorist Financing
- 21.2 Consumer Protection Monitoring Program
- 21.3 United States Federal, State, and Local Tax Compliance
- 21.4 Anti-Corruption
- 21.5 Licenses
- 21.6 Due Diligence Questionnaire
- 21.7 Subpoenas

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21.1 Anti-Money Laundering and Prevention of Terrorist Financing

21.1.1 Customer Identification and Verification Requirements

- a. Participant will conduct appropriate due diligence for all Program Merchants during the application and setup process. As part of such due diligence, Participant will obtain and verify the customer identification information for each Program Merchant (*Customer Identification Information* or *CII*) set forth in the *American Express Technical Specifications* and in accordance with Applicable Law.
- b. Participant must validate the Program Merchant's identity prior to setting up the Program Merchant to receive Charges. Validation must be completed either through a reliable and independent source (e.g., Dun & Bradstreet or similar resource) or appropriate corporate registry. If the Program Merchant cannot be validated through a reliable and independent source, Participant should obtain and retain appropriate business documentation (e.g., articles of incorporation, business license or lease agreement), and/or by conducting a physical site visit to the business location (if applicable) or phone/address/name match in order to support the Program Merchant's identity.
- c. Participant will retain CII and CIV documentation pursuant to the record retention requirements in [Section 19.3, "Records Retention"](#) of these *Operating Regulations*.
- d. Participant must capture CII and complete all requisite CIV within thirty (30) days of Program Merchant signing a Merchant Agreement.
- e. Participant must provide American Express with the CII about each Program Merchant (e.g., copies of Articles of Incorporation) within seventy-two (72) hours of request by American Express or earlier as required by a regulatory or enforcement agency.
- f. Participant will document and maintain Program Merchant identification and verification procedures, and update such procedures as necessary to ensure these procedures continue to address Participant's requirements under Applicable Law.
- g. Participant will periodically review, validate, and update substantive changes to CII and CIV data for Program Merchants. Reviews must follow a risk based approach as defined by the Participant to determine periodic review cycles and/or triggers. The risk based approach can be a part of existing processes that Participant already has in place, including periodic credit risk reviews, validation within customer service functions, risk based monitoring triggers, TIN matching, and/or validation through reliable and independent sources as referenced in [Subsection 21.1.1, "Customer Identification and Verification Requirements"](#). Participant will make available for review to American Express the risk based approach used in determining its periodic review cycle and/or triggers upon request.
- h. Participant must ensure that it undertakes appropriate due diligence in the selection and commission of subcontractors prior to performing Services under the Program. At a minimum, such due diligence should include, but not be limited to, performing background checks to ensure that subcontractors and their representatives represent a legitimate business and do not participate in any illegal products/services, fraudulent practices and unfair, deceptive or abusive practices.

21.1.2 General Testing and Monitoring Activities

- a. Participant will regularly perform testing and monitoring of Program Merchant Transaction activity. Participant's responsibilities in this regard include performing testing and monitoring of the following information, pursuant to Participant's then-current processes and procedures, to identify potentially problematic Program Merchant Transactions:
 - (i) Out-of-pattern spend at a particular Program Merchant;
 - (ii) Out-of-pattern spend for a particular Program Merchant's industry type;
 - (iii) Surge in Program Merchant Submissions for which there is no apparent reason;
 - (iv) Common point of purchase (e.g., high concentration of Charges made by one Cardmember or small group of Cardmembers at a particular Program Merchant); and
 - (v) High volume of Disputed Charges, Chargebacks or Credits occurring at a particular Program Merchant.

- b. Participant will monitor Program Merchant for potentially Suspicious or Unusual Activity, and will file the requisite reports in accordance with Applicable Law.
- c. Participant will undertake, in conjunction with the above processes, to identify and address potential instances of illegal, fraudulent, deceptive, unfair or abusive sales and marketing practices on the part of Program Merchants and monitor each Program Merchant's dispute rate on a monthly basis.
- d. Participant will maintain records of the tests and monitoring activities performed pursuant to this [Subsection 21.1.2, "General Testing and Monitoring Activities"](#) and provide such records to American Express upon request.

21.1.3 Prohibited Industries Screening and Ongoing Monitoring

- a. Prior to signing a Program Merchant Prospect, Participant will screen the Program Merchant Prospects to ensure it does not fall under a prohibited merchant industry or category described in [Section 2.5, "Prohibited Merchant Industries and Categories"](#).
- b. Participant will monitor on an ongoing basis all Program Merchants to ensure they do not fall under or have a line of business that falls under a prohibited merchant industry or category as described in [Section 2.5, "Prohibited Merchant Industries and Categories"](#) (e.g., with respect to the Payday Lending prohibited merchant category, Participant will review Program Merchants with multiple lines of business that include payday loans/pawn loan cash advances, such as pawn shops, on an ongoing basis to ensure compliance with the prohibition against accepting the Card for payday loans/pawn loan cash advance repayment).
- c. Participant will provide monitoring results to American Express upon American Express' request. Participant will alert American Express immediately of any confirmed match of a Program Merchant to a prohibited merchant Industry or category screening. In the event that Participant utilizes a third party to perform this screening, American Express reserves the right to request copies of or access to the reports related to such prohibited industries and categories screening(s).
- d. For Program Merchants operating an e-commerce business, it is strongly recommended that Participant utilize an automated web scanning service.

21.1.4 Sanctions Screenings

- a. Participant will maintain a compliance program that includes comprehensive procedures designed to ensure Participant's compliance with the rules and regulations promulgated by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. Participant's procedures, which may be changed as Participant determines necessary to comply with Applicable Law, shall include regular screening against certain watch lists promulgated by the U.S. Government (*Prohibition Lists*), including OFAC's Specially Designated Nationals and Blocked Persons List and the U.S. Department of State's Terrorist Exclusion List (TEL).
- b. Participant shall review potential matches identified by such screening, and if an actual match is confirmed, Participant shall (i) take any required actions to comply with Applicable Law (including, as needed, providing required notifications, blocking Transactions or freezing funds) and (ii) alert American Express of any confirmed positive match of a Program Merchant to a Prohibition List.
- c. Participant will:
 - (i) Include at least the following information in its screens of the Program Merchants against the Prohibition Lists:
 - 1. legal name of the Program Merchant;
 - 2. "Doing Business As"/"Trade Name" name; and
 - 3. Program Merchant Authorized Signer (including last name, first name, and, if obtained, middle name or initials on an account);
 - (ii) Conduct screening

1. against the entire Prohibition List for a particular Program Merchant when an account is opened for such Program Merchant, and for all Program Merchants on a periodic basis (generally quarterly) and
2. against each update to the Prohibition List for all Program Merchants promptly (generally no later than within two (2) Business Days) after the update is published.

For clarification, Participant may change the frequency specified in this paragraph as it deems necessary in its sole discretion to comply with Applicable Law; and

- (iii) Promptly cancel or disentitle Card acceptance of any Program Merchant listed on a Prohibition List in accordance with [Section 3.6, "Merchant Cancellation or Disentitlement"](#), and then notify American Express and any required governmental agency and/or regulator promptly after effecting such cancellation.

21.1.5 General Compliance Training

Participant will: (i) ensure all personnel performing applicable compliance activities, including those covering Customer Identification Information and Customer Identification Verification procedures in accordance with the requirements of [Chapter 19, "Reporting and Records Retention"](#) and [Chapter 21, "Regulatory Compliance"](#), are adequately trained, and Participant must provide refresher training at least annually thereafter. The scope of each employee's training will be tailored to his or her particular job function; (ii) cause its management to participate in training programs and take action to ensure high employee attendance; (iii) ensure identified staff attend appropriate training sessions and have the knowledge necessary to fulfill their respective compliance obligations; and (iv) refresh training programs and materials so that they remain current and relevant to the then-current regulatory environment and business processes.

21.2 Consumer Protection Monitoring Program

- 21.2.1 American Express monitors the Network for illegal, fraudulent, deceptive, unfair and abusive practices relating to the sale, advertising, promotion, or distribution of goods or services to consumers. If American Express determines or has reason to believe, in its sole discretion, that a Program Merchant engages or has engaged (or knowingly participates or knowingly has participated) in such illegal, fraudulent, deceptive, unfair or abusive practices, American Express may place the Program Merchant in its Consumer Protection Monitoring Program.
- 21.2.2 American Express may at any time, in its sole discretion, evaluate the Program Merchants in the Consumer Protection Monitoring Program and determine whether action should be taken with respect to such Program Merchants, which actions may include requiring Participant to implement cancellation or disentitlement of the Program Merchant in accordance with [Section 3.6, "Merchant Cancellation or Disentitlement"](#) or place the Program Merchant in a Chargeback program as described in [Section 16.10, "Chargeback Programs"](#) of these *Operating Regulations*.

21.3 United States Federal, State, and Local Tax Compliance

- 21.3.1 Participant shall fulfill all its obligations under applicable United States federal, state, and local tax laws and rules, including, electronic signature and electronic record requirements and tax information reporting and withholding obligations as a Payment Settlement Entity or an Electronic Payment Facilitator under Section 6050W of the Internal Revenue Code in connection with all Program Merchants. Participant shall also comply with any other tax information reporting and withholding obligations that arise under any applicable laws and rules of the United States Region (including, without limitation, Section 1063.15 of the Puerto Rico Internal Revenue Code). Any documentation or information maintained by Participant in connection with Participant's obligations under Section 6050W of the Internal Revenue Code or other applicable tax information reporting and withholding laws and rules must be provided to American Express upon request.

This change is effective
April 12, 2024.

21.4 Anti-Corruption

21.4.1 Compliance with Anti-Corruption Laws and Regulations. Participant represents and warrants that it, its officers, its directors, and its employees, and every other person acting on its behalf or with its authority, in connection with the transactions or services contemplated by the Program Agreement and these *Operating Regulations* or any other transactions or services involving American Express:

- a. Have not made, permitted or authorized, and shall not make, permit or authorize, directly or indirectly, any offer, payment, promise, gift or transfer of money, anything of value, or any financial or other advantage:
 - (i) To any Government Official (or family member or representative of such Government Official) to obtain, retain or direct business or to secure any commercial advantage;
 - (ii) To any person or Entity to induce the person to improperly perform, or to reward the person or Entity for the improper performance of, a relevant function or activity; or knowing or believing that the acceptance of the advantage would itself constitute the improper performance of a relevant function or activity;
 - (iii) If such offer, payment, promise, gift or transfer would constitute extortion, kickbacks or other unlawful or improper means of obtaining business or any commercial advantage, or acquiescence thereto;
- b. Have not requested, agreed to receive or accepted, and shall not request, agree to receive or accept any bribe;
- c. Have not taken, permitted or authorized and shall not take, permit or authorize, directly or indirectly, any other action that would or might cause Participant or American Express (or any of its affiliates) to be in violation of any applicable Anti-Corruption Laws and Regulations; and
- d. Shall not make or authorize any Facilitating Payment.

21.4.2 Definitions.

- a. "*Anti-Corruption*" is designed to mitigate risks of any improper payment or benefit, or the appearance of one, being given or received, to ensure compliance with applicable Anti-Corruption Laws and Regulations.
- b. "*Anti-Corruption Laws and Regulations*" means the anti-bribery or anti-corruption laws of any country in which Participant is located, providing services to American Express or otherwise conducting business, as such laws are currently in effect and may be amended from time to time.
- c. "*Facilitating Payment*" (also known as expediting payment, speed money or grease money) means anything of value provided to an individual employed by or acting on behalf of a government, ministry, embassy or consulate that is intended to encourage that individual to fulfill, or to speed up the execution of, his or her duties.
- d. "*Government Official*" means:
 - (i) any person who is employed full- or part-time by a government, including any judicial, legislative or administrative body, a regional subdivision of government (including states, provinces, districts, counties, cities, towns and villages), an independent agency, a wholly or partially state-owned or state-controlled entity, a sovereign wealth fund, or a public academic institution, and any person acting on behalf of such a person;
 - (ii) any political party, political party official or candidate for political office; or
 - (iii) any employee of a public international organization (such as the African and Asian Development Banks, the European Union, the International Monetary Fund, the World Bank or the United Nations).
- e. For the purposes of this [Section 21.4, "Anti-Corruption"](#), references to "American Express" include the American Express entity that has executed the Program Agreement and its Affiliates.

- 21.4.3 No Assignment.** American Express has selected Participant on the basis of Participant's experience, qualifications, and reputation for ethical business conducted in compliance with Applicable Law. Participant shall not assign its rights or obligations under the Program Agreement to any third party or use or employ any third party in connection with the performance of its duties under the Program Agreement without the prior written approval of American Express.
- 21.4.4 Not Acting as Intermediary.** Participant represents and warrants that Participant does not act as an intermediary, and does not anticipate acting as an intermediary, with any Government Official or government agency in order to provide the Services under the Program Agreement (or any amendment, schedule, statement of work or other addition hereto). Participant agrees to promptly notify American Express if this information changes (whether by changes or additions to the Services provided hereunder or otherwise), and acknowledges that in such case, American Express may reasonably require revisions to the Program Agreement.
- 21.4.5 Disclosure of the Program Agreement.** American Express may, at any time and for any reason, disclose the existence and terms of the Program Agreement to any person American Express determines has a legitimate need for this information.
- 21.4.6 Termination.** In the event that American Express should believe, in good faith, that Participant, its officers, employees, directors or any other person acting on its behalf has acted or failed to act in any way that may breach the representations, warranties and covenants in this [Section 21.4, "Anti-Corruption"](#) of the *Operating Regulations*, American Express shall have the unilateral right, without prejudice to its other rights, to terminate the Program Agreement by written notice to Participant, such notice to have immediate effect. Upon termination of the Program Agreement, Participant shall return to American Express any books, records, and other property in its possession belonging to American Express.
- 21.4.7 Duty to Notify.** Participant warrants that, should it learn of or have reason to suspect any breach of the covenants in this [Section 21.4, "Anti-Corruption"](#) of these *Operating Regulations*, it will promptly notify American Express and take appropriate remedial measures.
- 21.4.8 Certification.** At the request of and in the form provided by American Express, Participant shall certify that it has not, and to its knowledge none of its officers, employees, directors or any other person acting on its behalf, have made, authorized or permitted any offer or payment or taken any action in violation of the representations, warranties and covenants in this [Section 21.4, "Anti-Corruption"](#) of these *Operating Regulations* or applicable Anti-Corruption Laws and Regulations.
- 21.4.9 Audit**
- Without limiting American Express' rights under [Chapter 20, "Audit and Oversight"](#):
- a.** Participant grants American Express the unrestricted right to take reasonable steps to verify the Participant's compliance with anti-corruption laws, rules and regulations;
 - (i)** Upon notice from Participant to American Express pursuant to Participant's Duty to Notify in [Subsection 21.4.5](#) of the *Operating Regulations*; or
 - (ii)** Upon notice from American Express to Participant that American Express has a reasonable suspicion that applicable Anti-Corruption Laws and Regulations or a covenant in this [Section 21.4, "Anti-Corruption"](#) of the *Operating Regulations* has been breached; or
 - (iii)** Upon notice to Participant from American Express that, based on information discovered elsewhere, American Express deems it prudent to review the activities of Participant.
 - b.** American Express may, in its discretion, audit (or engage a third party to audit) all services performed, all invoices and requests for expense reimbursement submitted to American Express, and all payments made to or benefits conferred by Participant on third parties, in the course of Participant's performance under the Program Agreement. Provider must fully cooperate in any audit. Upon notice of an intended audit, Provider must, within five (5) Business Days, make available to American Express (or third party) all invoices, supporting receipts and substantiation, and original entry records for all charges invoiced to American

Express, and make available for interviews, all persons within the control of the Participant who performed services or incurred expenses, or are otherwise knowledgeable with regard to such services or expenses, as requested by American Express.

- c. Nothing in this [Subsection 21.4.9](#) shall be construed to prevent American Express from exercising other audits, inspections, or examination rights pursuant to the Program Agreement and these *Operating Regulations*.

21.4.10 No Connection to Government Officials. Participant represents that (i) none of its employees, officers, directors or owners is a Government Official or immediate family member of a Government Official, (ii) no Government Official or immediate family member has a direct or indirect interest in Participant or the Program Agreement, and (iii) Participant is not wholly or partially government owned or controlled. If during the Term of the Program Agreement there is a change in the information contained in this paragraph, Participant will promptly notify American Express and the Program Agreement may be subject to amendment or termination.

21.4.11 Reimbursement. Participant agrees that:

- a. All payments to Participant shall be by wire transfer or ACH funds transfer (or as specified in the Program Agreement);
- b. No requests for cash payments shall be accepted (notwithstanding anything in the Program Agreement to the contrary);
- c. All payments to Participant shall be made payable to Participant in the country where Participant is located or where the work is performed, not to third parties or to different countries; and
- d. Reasonable travel, entertainment, or other expenses incurred in the performance of the Program Agreement, if authorized by the Program Agreement, will be reimbursed by American Express only if Participant obtains prior written approval from American Express for such expenses; and retains accurate detailed records of such expenses, for review by American Express upon its request.

21.5 Licenses

- 21.5.1** Participant must maintain, and ensure that its Participant Sales Entities maintain, all licenses and legal and regulatory permissions necessary to perform the Services.

21.6 Due Diligence Questionnaire

- 21.6.1** Participant must complete and deliver an American Express Compliance & Ethics Due Diligence Questionnaire (or *DDQ*) or such other similar report as American Express may require from time to time. The purpose of the DDQ is to collect appropriate due diligence information in order to assess the risk associated with Participant.
- 21.6.2** Participant will complete and return the DDQ provided in [Appendix I, "American Express Compliance & Ethics Due Diligence Questionnaire — OptBlue Program"](#), together with a copy of Participant's policies and procedures referred to therein, within thirty (30) days of American Express' request.

21.7 Subpoenas

- 21.7.1** In the event American Express receives a subpoena for records of a Program Merchant, it may redirect the issuer of the subpoena to Participant and provide Participant's contact information.

Program Maintenance and Relationship Management

- 22.1 Exchange of Information
- 22.2 Key Relationship Contacts
- 22.3 Disclosure and Limited Use of "BIN" Number Ranges



22.1 Exchange of Information

- 22.1.1 American Express and Participant will confer, quarterly during year one of the term of the Program Agreement, and annually thereafter, in order to exchange feedback on the Program. In addition, American Express encourages ongoing feedback and input from Participant in connection with the Program.

22.2 Key Relationship Contacts

- 22.2.1 American Express will appoint and make available one key relationship contact to serve as the main liaison with Participant, and who is the first point of contact for Participant for all matters related to the Program.
- 22.2.2 Participant will appoint and make available one key relationship contact to serve as the main liaison with American Express, and who is the first point of contact for American Express for all matters related to the Program.
- 22.2.3 Participant will appoint and make available at least one key data security relationship contact to serve as the main liaison with the American Express Data Security, PCI Compliance and/or EIRP teams, and who is the first point of contact for American Express for all data security matters related to the Program. Participant will submit its data security relationship contact information to program.oversight.management@aexp.com with the subject line "Data Security Contact Information".

22.3 Disclosure and Limited Use of "BIN" Number Ranges

- 22.3.1 There may be instances when a Program Merchant or Participant wishes to obtain from American Express a range of Card six-digit "BINs" (*Bank Identification Numbers*, sometimes called *Issuer Identification Numbers* or *IINs*) for particular transaction processing or Card acceptance purposes.
- 22.3.2 American Express may publish and provide BIN ranges to support specific Program requirements (e.g., Pricing purposes) or in connection with American Express product initiatives. Publication of such BIN ranges must only be used for the purposes specified in [Section 22.3.4](#) or otherwise in writing by American Express.
- 22.3.3 OptBlue Program Participants that are also processors serving the U.S. and U.S. Territories are required to incorporate all American Express Bank Identification Numbers (BINs) and BIN range files, and related card product attributes, into their outbound BIN files to Program Merchants and other providers of merchant payment processing services.
- 22.3.4 If Participant wishes to use or obtain such BIN range for purposes other than to support specific Program requirements (for itself or for a Program Merchant), Participant may do so only in accordance with a Permitted Use as specified below. If Participant wishes to use or obtain such BIN range for any purpose other than for a Permitted Use, Participant must send a written request to its American Express Implementation Manager (if during the implementation stage) or to its American Express relationship contact (if after the implementation stage), requesting disclosure of the BIN range and providing a detailed explanation of (a) the business reason for the request and (b) the express purpose for which the BIN range is to be used. American Express has the right, in its sole discretion, to approve or deny the request, to delay its response to the request, to request additional information, or to propose changes in the scope of the request.

Permitted Use means any of the following:

- Enabling compliance with Applicable Law and subject to American Express policy, as may be amended from time to time;
 - To the extent necessary to conduct the operational activities required to identify and process American Express Card Transactions, including the routing of Card Transactions;

- Enabling Participants and Program Merchants to identify Prepaid Cards, including reloadable and non-reloadable Prepaid Cards, at the point of sale;
- Identifying BIN ranges by issuing country for account updates;
- Enabling Program Merchants to optimize their fraud prevention tools / protocols;
- Preventing inappropriate or unfair practices; and
- Updating Card-on-file account information with Program Merchants.

The BIN range will be updated periodically. Participant must implement the updated BIN range promptly following each such update.

- 22.3.5** Participant shall use any BIN ranges disclosed by American Express (a) solely for the limited purposes designated in [Subsection 22.3.4](#), as may be modified and subject to any further conditions imposed by American Express in writing, (b) according to the requirements of [Subsection 22.3.4](#) above, and (c) complying with all confidentiality obligations and Applicable Laws. In the case of a Program Merchant for whom Participant has made the request, Participant shall cause the Program Merchant to comply with the obligations in the preceding sentence, including the requirements of [Subsection 22.3.4](#).
- 22.3.6** Participant (or Program Merchant, as the case may be) shall specifically but without limiting the generality of [Subsection 22.3.5](#) above, neither use the BIN ranges (i) to impose restrictions, conditions or disadvantages on Program Merchants or on Card transactions to which such restrictions, conditions or disadvantages are not imposed equally on Other Payment Products (except where such prohibition is not permissible under Applicable Law), (ii) for any marketing purpose, (iii) to suppress acceptance of the Card, or (iv) to conduct analyses solely of Cardmembers on the basis of such persons being Cardmembers. BIN ranges constitute Cardmember Information, and Participant shall safeguard and treat the BIN ranges accordingly under its Program Agreement with American Express and cause the Program Merchant to treat BIN ranges accordingly under its Merchant Agreement with Participant.
- 22.3.7** If there is a breach or threatened breach of the provisions of this [Section 22.3, "Disclosure and Limited Use of "BIN" Number Ranges"](#), American Express may not have an adequate remedy in monetary damages and, accordingly, shall be entitled to injunctive relief; provided that this remedy shall not prohibit American Express from pursuing any other right or remedy in the event of a breach or threatened breach of these provisions.
- 22.3.8** American Express has the right to limit the BIN ranges and terminate its provision of BIN ranges, wholly or partially, on thirty (30) days prior written notice to Participant. Participant's obligations (and obligations imposed on Program Merchants hereunder) shall survive any such termination.

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Appendix A: American Express OptBlue® Program Pricing and Signing Guidelines

United States Region Estimated Annual Charge Volume Program Limits (excluding Puerto Rico and the U.S. Virgin Islands)

Table A-1: Estimated Annual Charge Volume Program Limits

Industry Category	ECV Program Limit (in USD) (R12 / R3 months)
B2B/Wholesale	\$1,000,000 / \$100,000
Charity	No Threshold
Education	No Threshold
Emerging Markets	\$1,000,000 / \$100,000
Government	No Threshold
Healthcare	No Threshold
Insurance	No Threshold
Online Gambling	No Threshold
Other	\$1,000,000 / \$100,000
Residential Rent	No Threshold
Restaurant	\$1,000,000 / \$100,000
Retail	\$1,000,000 / \$100,000
Services & Professional Services	\$1,000,000 / \$100,000
Travel & Entertainment	\$1,000,000 / \$100,000
Utilities	No Threshold

EXCEPT AS NOTED, THE MERCHANT CATEGORY CODES (MCC) BELOW ARE AVAILABLE FOR SIGNING UNDER THE PROGRAM AND ARE CONSISTENT WITH THOSE UTILIZED BY OTHER PAYMENT NETWORKS.

United States Region (excluding Puerto Rico and the U.S. Virgin Islands)

B2B/Wholesale

0780	Landscaping and Horticultural Services	5094	Precious Stones and Metals, Watches and Jewelry	7339	Stenographic and Secretarial Support
1799	Special Trade Contractors (<i>Not Elsewhere Classified</i>)	5099	Durable Goods (<i>Not Elsewhere Classified</i>)	7349	Cleaning, Maintenance, and Janitorial Services
2791	Typesetting, Plate Making and Related Services	5111	Stationery, Office Supplies, Printing and Writing Paper	7361	Employment Agencies and Temporary Help Services
4011	Railroads – Freight	5131	Piece Goods, Notions, and Other Dry Goods	7392	Management, Consulting, and Public Relations Services
4215	Courier Services – Air and Ground, and Freight Forwarders	5137	Men's, Women's, and Children's Uniforms and Commercial Clothing	7394	Equipment, Tool, Furniture, and Appliance Rental and Leasing
5039	Construction Materials (<i>Not Elsewhere Classified</i>)	5139	Commercial Footwear	7399	Business Services (<i>Not Elsewhere Classified</i>)
5045	Computers and Computer Peripheral Equipment and Software	5169	Chemicals and Allied Products (<i>Not Elsewhere Classified</i>)	7692	Welding Services
5046	Commercial Equipment (<i>Not Elsewhere Classified</i>)	5172	Petroleum & Petroleum Products – Wholesale Distributors	7829	Motion Picture and Video Tape Production and Distribution
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies	5198	Paints, Varnishes and Supplies	8734	Testing Laboratories (Non-Medical Testing)
5051	Metal Service Centers and Offices	5199	Nondurable Goods (<i>Not Elsewhere Classified</i>)	8911	Architectural, Engineering, and Surveying Services
5065	Electrical Parts and Equipment	7311	Advertising Services	8931	Accounting, Auditing, and Bookkeeping Services
5085	Industrial Supplies (<i>Not Elsewhere Classified</i>)	7333	Commercial Photography, Art, and Graphics	8999	Professional Services (<i>Not Elsewhere Classified</i>)
		7338	Quick Copy, Reproduction, and Blueprinting Services		

Charity

8398	Charitable and Social Service Organizations	8661	Religious Organizations
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Education

7032	Sporting and Recreational Camps	8220	Colleges, Universities, Professional Schools, and Junior Colleges	8249	Vocational and Trade Schools
7911	Dance Halls, Studios, and Schools	8241	Correspondence Schools	8299	Schools and Educational Services (<i>Not Elsewhere Classified</i>)
8211	Elementary and Secondary Schools	8244	Business and Secretarial Schools	8351	Child Care Services

Emerging Markets

5960	Direct Marketing – Insurance Services	5968	Direct Marketing – Continuity/Subscription Merchant
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Government

9211	Court Costs, Including Alimony and Child Support	9222	Fines	9399	Government Services (<i>Not Elsewhere Classified</i>)
		9311	Tax Payments		

Healthcare

0742	Veterinary Services	8041	Chiropractors	8050	Nursing and Personal Care Facilities
4119	Ambulance Services	8042	Optometrists and Ophthalmologists	8062	Hospitals
8011	Doctors and Physicians (<i>Not Elsewhere Classified</i>)	8043	Opticians, Optical Goods, and Eyeglasses	8071	Medical and Dental Laboratories
8021	Dentists and Orthodontists	8049	Podiatrists and Chiropodists	8099	Medical Services and Health Practitioners (<i>Not Elsewhere Classified</i>)
8031	Osteopaths				

Insurance

6300	Insurance Sales, Underwriting, and Premiums
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Online Gambling

7801	Online Gambling
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Residential Rent

6513	Real Estate Agents and Managers – Rentals
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Restaurant

5811	Caterers	5812	Eating Places and Restaurants	5814	Fast Food Restaurants
5813	Drinking Places (Alcoholic Beverages) – Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques				

Retail

5013	Motor Vehicle Supplies and New Parts	5122	Drugs, Drug Proprieties, and Druggist Sundries	5231	Glass, Paint, and Wallpaper Stores
5021	Office and Commercial Furniture	5192	Books, Periodicals and Newspapers	5251	Hardware Stores
5044	Photographic, Photocopy, Microfilm Equipment and Supplies	5193	Florists Supplies, Nursery Stock and Flowers	5261	Nurseries and Lawn and Garden Supply Stores
5072	Hardware, Equipment and Supplies	5200	Home Supply Warehouse Stores	5300	Wholesale Clubs
		5211	Lumber and Building Materials Stores	5309	Duty Free Stores
				5310	Discount Stores

5311	Department Stores	5713	Floor Covering Stores	5946	Camera and Photographic Supply Stores
5331	Variety Stores	5714	Drapery, Window Covering, and Upholstery Stores	5947	Gift, Card, Novelty and Souvenir Shops
5399	Miscellaneous General Merchandise	5715	Wholesale Alcohol	5948	Luggage and Leather Goods Stores
5411	Grocery Stores and Supermarkets	5718	Fireplace, Fireplace Screens and Accessories Stores	5949	Sewing, Needlework, Fabric and Piece Goods Stores
5422	Freezer and Locker Meat Provisioners	5719	Miscellaneous Home Furnishing Specialty Stores	5950	Glassware/Crystal Stores
5441	Candy, Nut, and Confectionery Stores	5722	Household Appliance Stores	5965	Direct Marketing – Combination Catalog and Retail Merchant
5451	Dairy Products Stores	5732	Electronics Stores	5970	Artist's Supply and Craft Shops
5462	Bakeries	5733	Music Stores – Musical Instruments, Pianos, and Sheet Music	5971	Art Dealers and Galleries
5499	Miscellaneous Food Stores – Convenience Stores and Specialty Markets	5734	Computer Software Stores	5972	Stamp and Coin Stores
5531	Auto / Home Supply	5735	Record Stores	5973	Religious Goods Stores
5532	Automotive Tire Stores	5815	Digital Goods Media – Books, Movies, Music	5977	Cosmetic Stores
5533	Automotive Parts and Accessories Stores	5816	Digital Goods – Games	5978	Typewriter Stores – Sales, Rentals, and Service
5551	Boat Dealers	5817	Digital Goods – Applications (Excludes Games)	5992	Florists
5611	Men's and Boys' Clothing and Accessories Stores	5818	Digital Goods – Large Digital Goods Merchant	5993	Cigar Stores and Stands
5621	Women's Ready-To-Wear Stores	5912	Drug Stores and Pharmacies	5994	News Dealers and Newsstands
5631	Women's Accessory and Specialty Shops	5921	Package Stores – Beer, Wine, and Liquor	5995	Pet Shops, Pet Foods and Supplies Stores
5641	Children's and Infants' Wear Stores	5931	Used Merchandise and Secondhand Stores	5996	Swimming Pools – Sales and Service
5651	Family Clothing Stores	5932	Antique Shops – Sales, Repairs, and Restoration Services	5997	Electric Razor Stores – Sales and Service
5655	Sports and Riding Apparel Stores	5937	Antique Reproductions	5998	Tent and Awning Shops
5661	Shoe Stores	5940	Bicycle Shops – Sales and Service	5999	Miscellaneous and Specialty Retail Shops
5681	Furriers and Fur Shops	5941	Sporting Goods Stores	7296	Clothing Rental – Costumes, Uniforms, Formal Wear
5691	Men's and Women's Clothing Stores	5942	Book Stores	7622	Electronics Repair Shops
5698	Wig and Toupee Stores	5943	Stationery Stores, Office and School Supply Stores	7631	Watch, Clock and Jewelry Repair
5699	Miscellaneous Apparel and Accessory Shops	5944	Jewelry Stores, Watches, Clocks, and Silverware Stores	7841	DVD/Video Tape Rental Stores
5712	Furniture, Home Furnishings, and Equipment Stores, Except Appliances	5945	Hobby, Toy, and Game Shops		

Services & Professional Services

0743	Wine Producer	5521	Car and Truck Dealers (Used Only) Sales, Service, Repairs, Parts, and Leasing	7251	Shoe Repair Shops, Shoe Shine Parlors, and Hat Cleaning Shops
0744	Champagne Producer				
0763	Agricultural Co-operatives	5552	Electric Vehicle Charging	7261	Funeral Services and Crematories
1520	General Contractors – Residential and Commercial	5561	Camper, Recreational and Utility Trailer Dealers	7273	Dating Services
1711	Heating, Plumbing, and Air Conditioning Contractors	5571	Motorcycle Shops and Dealers	7276	Tax Preparation Services
1731	Electrical Contractors	5592	Motor Homes Dealers	7277	Counseling Services – Debt, Marriage, and Personal
1740	Masonry, Stonework, Tile Setting, Plastering and Insulation Contractors	5598	Snowmobile Dealers	7278	Buying and Shopping Services and Clubs
1750	Carpentry Contractors	5599	Miscellaneous Automotive, Aircraft, and Farm Equipment Dealers (<i>Not Elsewhere Classified</i>)	7297	Massage Parlors
1761	Roofing, Siding, and Sheet Metal Work Contractors	5697	Tailors, Seamstresses, Mending, and Alterations	7298	Health and Beauty Spas
1771	Concrete Work Contractors	5933	Pawn Shops	7299	Miscellaneous Personal Services (<i>Not Elsewhere Classified</i>)
2741	Miscellaneous Publishing and Printing	5935	Wrecking and Salvage Yards	7321	Consumer Credit Reporting Agencies
2842	Specialty Cleaning, Polishing and Sanitation Preparations	5964	Direct Marketing – Catalog Merchant	7342	Exterminating and Disinfecting Services
4214	Motor Freight Carriers and Trucking – Local and Long Distance, Moving and Storage Companies, and Local Delivery Services	5969	Direct Marketing – Other Direct Marketers (<i>Not Elsewhere Classified</i>)	7372	Computer Programming, Data Processing, and Integrated Systems Design Services
4225	Public Warehousing and Storage – Farm Products, Refrigerated Goods, Household Goods, and Storage	5975	Hearing Aids – Sales, Service, and Supply	7375	Information Retrieval Services
4457	Boat Rentals and Leasing	5976	Orthopedic Goods – Prosthetic Devices	7379	Computer Maintenance, Repair and Services (<i>Not Elsewhere Classified</i>)
4468	Marinas, Marine Service, and Supplies	5983	Fuel Dealers – Fuel Oil, Wood, Coal, and Liquefied Petroleum	7393	Detective Agencies, Protective Services, and Security Services, including Armored Cars, and Guard Dogs
4816	Computer Network / Information Services	6211	Securities Brokers/Dealers	7395	Photofinishing Laboratories and Photo Developing
4821	Telegraph Services	6540	Non-Financial Institutions – Stored Value Card Purchase/Load	7513	Truck and Utility Trailer Rentals
5074	Plumbing and Heating Equipment and Supplies	7210	Laundry, Cleaning, and Garment Services	7519	Motor Home and Recreational Vehicle Rentals
5271	Mobile Home Dealers	7211	Laundries – Family and Commercial	7523	Parking Lots, Parking Meters, and Garages
5511	Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing	7216	Dry Cleaners	7531	Automotive Body Repair Shops
		7217	Carpet and Upholstery Cleaning	7534	Tire Retreading and Repair Shops
		7221	Photographic Studios	7535	Automotive Paint Shops
		7230	Beauty and Barber Shops		

7538	Automotive Service Shops (Non-Dealer)	7641	Furniture-Reupholstery, Repair, and Refinishing	8641	Civic, Social, and Fraternal Associations
7542	Car Washes	7699	Miscellaneous Repair Shops and Related Services	8675	Automobile Associations
7549	Towing Services	7997	Membership Clubs (Sports, Recreation, Athletic), Country Clubs, and Private Golf Courses	8699	Membership Organizations (<i>Not Elsewhere Classified</i>)
7623	Air Conditioning and Refrigeration Repair Shops				
7629	Electrical and Small Appliance Repair Shops	8111	Legal Services and Attorneys		

Travel & Entertainment

4111	Local and Suburban Commuter Passenger Transportation	7033	Trailer Parks and Campgrounds	7992	Public Golf Courses
4112	Passenger Railways	7512	Automobile Rental Agency	7993	Video Amusement Game Supplies
4121	Taxicabs and Limousines	7832	Motion Picture Theaters	7994	Video Game Arcades/ Establishments
4131	Bus Lines	7922	Theatrical Producers (Except Motion Pictures) and Ticket Agencies	7996	Amusement Parks, Circuses, Carnivals, and Fortune Tellers
4511	Private Air Charter**	7929	Bands, Orchestras, and Miscellaneous Entertainers (<i>Not Elsewhere Classified</i>)	7998	Aquariums, Seaquariums, Dolphinariums, and Zoos
4582	Airports, Flying Fields, and Airport Terminals	7932	Billiard and Pool Establishments	7999	Recreation Services (<i>Not Elsewhere Classified</i>)
4722	Travel Agencies and Tour Operators*	7933	Bowling Alleys		
4789	Transportation Services (<i>Not Elsewhere Classified</i>)	7941	Commercial Sports, Professional Sports Clubs, Athletic Fields, and Sports Promoters		
7011	Lodging – Hotels, Motels, Resorts, 'Non-branded' Central Reservation Services (<i>Not Elsewhere Classified</i>)*	7991	Tourist Attractions and Exhibits		

Utilities

4900	Utilities – Electric, Gas, Water, and Sanitary
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Other

4784	Tolls and Bridge Fees	4899	Cable, Satellite, and Other Pay Television / Radio Services	5542	Automated Fuel Dispensers
4812	Telecommunication Equipment and Telephone Sales	5541	Service Stations (With or without Ancillary Services)	8651	Political Organizations
4814	Telecommunication Services			9223	Bail and Bond Payments (Fee Only)

**Private Air Charter MCC 4511 is Permitted only under written permission from American Express.

United States Region (excluding Puerto Rico and the U.S. Virgin Islands) Signing Guidelines

To calculate American Express Estimated Annual Charge Volume, determine the Program Merchant's industry and multiply annual bankcard volume by the percentage listed below.

Table A-2: Estimated Charge Volume Calculation

Industry Category	American Express Charge Volume Estimated Percentage
Business to Business – Business Retail, Business Services and Wholesale	15%
Charity	–
Education	–
Emerging Markets	15%
Government	–
Healthcare	–
Insurance	–
Online Gambling	–
Other	15%
Residential Rent	–
Restaurant	35%
Retail	15%
Services & Professional Services	15%
Travel & Entertainment	25%
Utilities	–

Puerto Rico and the U.S. Virgin Islands Estimated Annual Charge Volume Program Limits

Table A-3: Estimated Annual Charge Volume Program Limits

Industry Category	ECV Program Limit (in USD) (R12 / R3 months)
B2B/Wholesale	\$1,000,000 / \$100,000
Caterers & Drinking Places	\$1,000,000 / \$100,000
Healthcare	\$1,000,000 / \$100,000
Lodging	\$1,000,000 / \$100,000
Mail/Telephone Order/Internet	\$1,000,000 / \$100,000
Other	\$1,000,000 / \$100,000
Restaurant	\$1,000,000 / \$100,000
Retail	\$1,000,000 / \$100,000
Services & Professional Services	\$1,000,000 / \$100,000
Travel & Entertainment	\$1,000,000 / \$100,000

Puerto Rico and the U.S. Virgin Islands Only

B2B/Wholesale

0780	Landscaping and Horticultural Services	5122	Drugs, Drug Proprietaries, and Druggist Sundries	7339	Stenographic and Secretarial Support
1799	Special Trade Contractors (<i>Not Elsewhere Classified</i>)	5131	Piece Goods, Notions, and Other Dry Goods	7349	Cleaning, Maintenance, and Janitorial Services
2791	Typesetting, Plate Making and Related Services	5137	Men's, Women's, and Children's Uniforms and Commercial Clothing	7361	Employment Agencies and Temporary Help Services
4215	Courier Services – Air and Ground, and Freight Forwarders	5139	Commercial Footwear	7392	Management, Consulting, and Public Relations Services
5039	Construction Materials (<i>Not Elsewhere Classified</i>)	5169	Chemicals and Allied Products (<i>Not Elsewhere Classified</i>)	7394	Equipment, Tool, Furniture, and Appliance Rental and Leasing
5045	Computers and Computer Peripheral Equipment and Software	5172	Petroleum & Petroleum Products – Wholesale Distributors	7399	Business Services (<i>Not Elsewhere Classified</i>)
5046	Commercial Equipment (<i>Not Elsewhere Classified</i>)	5193	Florists Supplies, Nursery Stock and Flowers	7622	Electronics Repair Shops
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies	5198	Paints, Varnishes and Supplies	7692	Welding Services
5051	Metal Service Centers and Offices	5199	Nondurable Goods (<i>Not Elsewhere Classified</i>)	7829	Motion Picture and Video Tape Production and Distribution
5065	Electrical Parts and Equipment	5960	Direct Marketing – Insurance Services	7941	Commercial Sports, Professional Sports Clubs, Athletic Fields, and Sports Promoters
5085	Industrial Supplies (<i>Not Elsewhere Classified</i>)	6300	Insurance Sales, Underwriting, and Premiums	8734	Testing Laboratories (Non-Medical Testing)
5094	Precious Stones and Metals, Watches and Jewelry	7311	Advertising Services	8911	Architectural, Engineering, and Surveying Services
5099	Durable Goods (<i>Not Elsewhere Classified</i>)	7333	Commercial Photography, Art, and Graphics	8931	Accounting, Auditing, and Bookkeeping Services
5111	Stationery, Office Supplies, Printing and Writing Paper	7338	Quick Copy, Reproduction, and Blueprinting Services	8999	Professional Services (<i>Not Elsewhere Classified</i>)

Caterers & Drinking Places (Alcoholic Beverages)

5811	Caterers	5813	Drinking Places (Alcoholic Beverages) – Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques
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Healthcare

8011	Doctors and Physicians (<i>Not Elsewhere Classified</i>)	8041	Chiropractors	8043	Opticians, Optical Goods, and Eyeglasses
8021	Dentists and Orthodontists	8042	Optometrists and Ophthalmologists	8049	Podiatrists and Chiropodists
8031	Osteopaths				

8050	Nursing and Personal Care Facilities	8062	Hospitals	8099	Medical Services and Health Practitioners (<i>Not Elsewhere Classified</i>)
		8071	Medical and Dental Laboratories		

Lodging

7011	Lodging – Hotels, Motels, Resorts, 'Non-branded' Central Reservation Services (<i>Not Elsewhere Classified</i>)*
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Mail Order & Internet

5815	Digital Goods Media – Books, Movies, Music	5818	Digital Goods – Large Digital Goods Merchant	5968	Direct Marketing – Continuity/ Subscription Merchant
5816	Digital Goods – Games	5964	Direct Marketing – Catalog Merchant	5969	Direct Marketing – Other Direct Marketers (<i>Not Elsewhere Classified</i>)
5817	Digital Goods – Applications (Excludes Games)				

Restaurant

5812	Eating Places and Restaurants	5814	Fast Food Restaurants
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Retail

5013	Motor Vehicle Supplies and New Parts	5411	Grocery Stores and Supermarkets	5655	Sports and Riding Apparel Stores
5021	Office and Commercial Furniture	5422	Freezer and Locker Meat Provisioners	5661	Shoe Stores
5044	Photographic, Photocopy, Microfilm Equipment and Supplies	5441	Candy, Nut, and Confectionery Stores	5681	Furriers and Fur Shops
5072	Hardware, Equipment and Supplies	5451	Dairy Products Stores	5691	Men's and Women's Clothing Stores
5192	Books, Periodicals and Newspapers	5462	Bakeries	5698	Wig and Toupee Stores
5200	Home Supply Warehouse Stores	5499	Miscellaneous Food Stores – Convenience Stores and Specialty Markets	5699	Miscellaneous Apparel and Accessory Shops
5211	Lumber and Building Materials Stores	5531	Auto / Home Supply	5712	Furniture, Home Furnishings, and Equipment Stores, Except Appliances
5231	Glass, Paint, and Wallpaper Stores	5532	Automotive Tire Stores	5713	Floor Covering Stores
5251	Hardware Stores	5533	Automotive Parts and Accessories Stores	5714	Drapery, Window Covering, and Upholstery Stores
5261	Nurseries and Lawn and Garden Supply Stores	5551	Boat Dealers	5715	Wholesale Alcohol
5309	Duty Free Stores	5611	Men's and Boys' Clothing and Accessories Stores	5718	Fireplace, Fireplace Screens and Accessories Stores
5310	Discount Stores	5621	Women's Ready-To-Wear Stores	5719	Miscellaneous Home Furnishing Specialty Stores
5311	Department Stores	5631	Women's Accessory and Specialty Shops	5722	Household Appliance Stores
5331	Variety Stores	5641	Children's and Infants' Wear Stores	5732	Electronics Stores
5399	Miscellaneous General Merchandise	5651	Family Clothing Stores	5733	Music Stores – Musical Instruments, Pianos, and Sheet Music

5734	Computer Software Stores	5945	Hobby, Toy, and Game Shops	5978	Typewriter Stores – Sales, Rentals, and Service
5735	Record Stores	5946	Camera and Photographic Supply Stores	5992	Florists
5912	Drug Stores and Pharmacies	5947	Gift, Card, Novelty and Souvenir Shops	5993	Cigar Stores and Stands
5921	Package Stores – Beer, Wine, and Liquor	5948	Luggage and Leather Goods Stores	5994	News Dealers and Newsstands
5931	Used Merchandise and Secondhand Stores	5949	Sewing, Needlework, Fabric and Piece Goods Stores	5995	Pet Shops, Pet Foods and Supplies Stores
5932	Antique Shops – Sales, Repairs, and Restoration Services	5950	Glassware/Crystal Stores	5996	Swimming Pools – Sales and Service
5937	Antique Reproductions	5965	Direct Marketing – Combination Catalog and Retail Merchant	5997	Electric Razor Stores – Sales and Service
5940	Bicycle Shops – Sales and Service	5970	Artist's Supply and Craft Shops	5998	Tent and Awning Shops
5941	Sporting Goods Stores	5971	Art Dealers and Galleries	5999	Miscellaneous and Specialty Retail Shops
5942	Book Stores	5972	Stamp and Coin Stores	7296	Clothing Rental – Costumes, Uniforms, Formal Wear
5943	Stationery Stores, Office and School Supply Stores	5973	Religious Goods Stores	7631	Watch, Clock and Jewelry Repair
5944	Jewelry Stores, Watches, Clocks, and Silverware Stores	5977	Cosmetic Stores	7841	DVD/Video Tape Rental Stores

Services & Professional Services

0742	Veterinary Services	4119	Ambulance Services	5511	Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing
0743	Wine Producer	4214	Motor Freight Carriers and Trucking – Local and Long Distance, Moving and Storage Companies, and Local Delivery Services	5521	Car and Truck Dealers (Used Only) Sales, Service, Repairs, Parts, and Leasing
0744	Champagne Producer			5552	Electric Vehicle Charging
0763	Agricultural Co-operatives	4225	Public Warehousing and Storage – Farm Products, Refrigerated Goods, Household Goods, and Storage	5561	Camper, Recreational and Utility Trailer Dealers
1520	General Contractors – Residential and Commercial	4457	Boat Rentals and Leasing	5571	Motorcycle Shops and Dealers
1711	Heating, Plumbing, and Air Conditioning Contractors	4468	Marinas, Marine Service, and Supplies	5592	Motor Homes Dealers
1731	Electrical Contractors	4821	Telegraph Services	5598	Snowmobile Dealers
1740	Masonry, Stonework, Tile Setting, Plastering and Insulation Contractors	4900	Utilities – Electric, Gas, Water, and Sanitary	5599	Miscellaneous Automotive, Aircraft, and Farm Equipment Dealers (<i>Not Elsewhere Classified</i>)
1750	Carpentry Contractors	5074	Plumbing and Heating Equipment and Supplies	5697	Tailors, Seamstresses, Mending, and Alterations
1761	Roofing, Siding, and Sheet Metal Work Contractors	5271	Mobile Home Dealers	5933	Pawn Shops
1771	Concrete Work Contractors	5300	Wholesale Clubs	5935	Wrecking and Salvage Yards
2741	Miscellaneous Publishing and Printing				
2842	Specialty Cleaning, Polishing and Sanitation Preparations				

5975	Hearing Aids – Sales, Service, and Supply	7321	Consumer Credit Reporting Agencies	7641	Furniture-Reupholstery, Repair, and Refinishing
5976	Orthopedic Goods – Prosthetic Devices	7342	Exterminating and Disinfecting Services	7699	Miscellaneous Repair Shops and Related Services
5983	Fuel Dealers – Fuel Oil, Wood, Coal, and Liquefied Petroleum	7372	Computer Programming, Data Processing, and Integrated Systems Design Services	7832	Motion Picture Theaters
6211	Securities Brokers/Dealers	7375	Information Retrieval Services	7911	Dance Halls, Studios, and Schools
6540	Non-Financial Institutions – Stored Value Card Purchase/Load	7379	Computer Maintenance, Repair and Services (<i>Not Elsewhere Classified</i>)	7922	Theatrical Producers (Except Motion Pictures) and Ticket Agencies
7210	Laundry, Cleaning, and Garment Services	7393	Detective Agencies, Protective Services, and Security Services, including Armored Cars, and Guard Dogs	7929	Bands, Orchestras, and Miscellaneous Entertainers (<i>Not Elsewhere Classified</i>)
7211	Laundries – Family and Commercial	7395	Photofinishing Laboratories and Photo Developing	7932	Billiard and Pool Establishments
7216	Dry Cleaners	7513	Truck and Utility Trailer Rentals	7933	Bowling Alleys
7217	Carpet and Upholstery Cleaning	7519	Motor Home and Recreational Vehicle Rentals	7991	Tourist Attractions and Exhibits
7221	Photographic Studios	7523	Parking Lots, Parking Meters, and Garages	7992	Public Golf Courses
7230	Beauty and Barber Shops	7531	Automotive Body Repair Shops	7993	Video Amusement Game Supplies
7251	Shoe Repair Shops, Shoe Shine Parlors, and Hat Cleaning Shops	7534	Tire Retreading and Repair Shops	7994	Video Game Arcades/ Establishments
7261	Funeral Services and Crematories	7535	Automotive Paint Shops	7997	Membership Clubs (Sports, Recreation, Athletic), Country Clubs, and Private Golf Courses
7273	Dating Services	7538	Automotive Service Shops (Non-Dealer)	7998	Aquariums, Seaquariums, Dolphinariums, and Zoos
7276	Tax Preparation Services	7542	Car Washes	8111	Legal Services and Attorneys
7277	Counseling Services – Debt, Marriage, and Personal	7549	Towing Services	8641	Civic, Social, and Fraternal Associations
7278	Buying and Shopping Services and Clubs	7623	Air Conditioning and Refrigeration Repair Shops	8651	Political Organizations
7297	Massage Parlors	7629	Electrical and Small Appliance Repair Shops	8675	Automobile Associations
7298	Health and Beauty Spas			8699	Membership Organizations (<i>Not Elsewhere Classified</i>)
7299	Miscellaneous Personal Services (<i>Not Elsewhere Classified</i>)			9223	Bail and Bond Payments (Fee Only)

Travel & Entertainment

4722	Travel Agencies and Tour Operators*	7512	Automobile Rental Agency	7999	Recreation Services (<i>Not Elsewhere Classified</i>)
7033	Trailer Parks and Campgrounds	7996	Amusement Parks, Circuses, Carnivals, and Fortune Tellers		

Other

4011	Railroads – Freight	4111	Local and Suburban Commuter		Passenger Transportation
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4112	Passenger Railways	5541	Service Stations (With or without Ancillary Services)	8249	Vocational and Trade Schools
4121	Taxicabs and Limousines			8299	Schools and Educational Services (<i>Not Elsewhere Classified</i>)
4131	Bus Lines	5542	Automated Fuel Dispensers		
4582	Airports, Flying Fields, and Airport Terminals	6513	Real Estate Agents and Managers – Rentals	8351	Child Care Services
4784	Tolls and Bridge Fees	7032	Sporting and Recreational Camps	8398	Charitable and Social Service Organizations
4789	Transportation Services (<i>Not Elsewhere Classified</i>)	8211	Elementary and Secondary Schools	8661	Religious Organizations
4812	Telecommunication Equipment and Telephone Sales	8220	Colleges, Universities, Professional Schools, and Junior Colleges	9211	Court Costs, Including Alimony and Child Support
4814	Telecommunication Services			9222	Fines
4816	Computer Network / Information Services	8241	Correspondence Schools	9311	Tax Payments
4899	Cable, Satellite, and Other Pay Television / Radio Services	8244	Business and Secretarial Schools	9399	Government Services (<i>Not Elsewhere Classified</i>)

* Prohibited from signing by Payment Facilitators

Puerto Rico and the U.S. Virgin Islands Signing Guidelines

To calculate American Express Estimated Annual Charge Volume, determine the Program Merchant's industry and multiply annual bankcard volume by the percentage listed below.

Table A-4: Estimated Annual Charge Volume Calculation

Industry Category	American Express Charge Volume Estimated Percentage
Business to Business – Business Retail, Business Services and Wholesale	15%
Caterers & Drinking Places	35%
Healthcare	10%
Lodging	25%
Mail/Telephone Order/Internet	15%
Other	15%
Restaurant	35%
Retail	15%
Services & Professional Services	15%
Travel & Entertainment	25%

Appendix B: Reserved

Appendix C: Affidavit of Compliance with Laws

Online Pharmacy Program Merchants

Please use the following for Online Pharmacy Program Merchants:

The undersigned, _____ (print names here), being an authorized representative of _____ ("Company") (print company name here), a company engaged in the Internet and/or online order sales of prescription medications (as defined by applicable law or regulation), hereby represents, warrants and certifies to American Express Travel Related Services Company, Inc., its parent, subsidiaries and affiliates (collectively, "American Express"), that Merchant complies with all local, state and federal laws applicable to prescription medication sales. Merchant further represents, warrants and certifies that Merchant is either:

- Certified by the Verified Internet Pharmacy Practice Sites ("VIPPS") program of the National Association of Boards of Pharmacy (www.nabp.net)*, or
- Complies with the licensing and inspection requirements of (i) U.S. federal law and the state in which Merchant is located and (ii) each state to which Merchant dispenses pharmaceuticals.

* If Merchant claims VIPPS certification, it must also provide with this Affidavit copies of applicable supporting documentation.

Merchant recognizes and agrees that American Express may provide copies of this Affidavit of Compliance and supporting documentation to federal, state, and/or local law enforcement authorities for verification of the above representations. Merchant further recognizes and agrees that submission of a false certification and/or the failure to comply with all federal, state and local laws governing the sale of internet/online prescription medications may result in the immediate termination of the Company's right to accept American Express Cards.

PRINT OR TYPE FULL LEGAL NAME OF MERCHANT:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

_____) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (print names here), and s/he indicating to me that s/he has the authorization to execute this affidavit of compliance on behalf of Merchant, executed the foregoing instrument for the purposes therein contained, by signing above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. _____

Online Tobacco Program Merchants

Please use the following for Online Tobacco Program Merchants:

The undersigned, _____ (print names here), being an authorized representative of _____ ("Company") (print company name here), a company engaged in the Internet and/or mail order sale of all tobacco products, including e-cigarettes, cigars, hookah tobacco, pipe tobacco, and others, hereby represents, warrants, and certifies to American Express Travel Related Services Company, Inc., its parent, subsidiaries, and affiliates (collectively, "American Express"), that the Company complies with all local, state, and federal laws applicable to tobacco product and e-cigarettes sales. Although not a complete listing of the local, state, and federal laws that apply to my Company's sale of tobacco products, I represent, warrant, and certify that the Company is in compliance with the following statutes:

State or Federal Law (Initial Below)

Jenkins Act (reporting requirements for cigarettes, as amended by the Prevent All Cigarette Trafficking ("PACT") Act of 2009), 15 U.S.C. § 375 et seq. _____

Statutes prohibiting shipment of cigarettes directly to consumers _____

Statutes requiring licensing, tax liability disclosures to consumers, etc. _____

Local and state laws requiring age verification _____

State/federal laws governing the possession of unstamped tobacco products _____

Federal Food, Drug and Cosmetic law as amended by the Family Smoking Prevention and Tobacco Control Act of 2009 _____

If Company is a foreign-based Internet cigarette vendor:

Cigarette Labeling Advertising Act, 15 U.S.C. § 1331 et seq. _____

I recognize and agree that American Express may provide copies of this Affidavit of Compliance to federal, state, and/or local law enforcement authorities for verification of the above representations.

I further recognize and agree that submission of a false certification and/or the failure to comply with all federal, state, and local laws governing the sale of tobacco products will result in the immediate termination of the Company's right to accept American Express Cards.

PRINT OR TYPE FULL LEGAL NAME OF COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

_____) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned notary public,

personally appeared _____ (print names here), and s/he indicating to me that s/he has the authorization to execute this affidavit of compliance on behalf of the Company, executed the foregoing instrument for the purposes therein contained, by signing above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Appendix D: Information Protection Contract Requirements

- 1 **SCOPE.** Participant shall comply, and cause Covered Parties to comply, with all of the provisions of the Information Protection Contract Requirements (IPCR). If there is a conflict between any term of the IPCR and any other term of the Agreement, the IPCR term shall take precedence and control regardless of other conflict provisions.
- 2 **DEFINITIONS.** Any capitalized term not defined in the IPCR shall have the definition in the Agreement.
 - "Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.
 - "Agreement"** means [insert name of overall agreement and contract number to which IPCR attaches].
 - "Applicable Data Protection Law(s)"** means Data Protection legal requirements applicable to Company Information Systems and the Processing of Covered Data.
 - "AXP"** means the American Express entity(ies) executing the Agreement.
 - "Company"** means the party(ies) to the Agreement besides AXP.
 - "Company Information Systems"** means the information and/or systems resources that Process Covered Data, connect or could connect to the resources that Process Covered Data, or interface, integrate, or connect with AXP's information or systems resources.
 - "Covered Data"** means AXP's Confidential Information and Personal Data that Company Processes under the Agreement.
 - "Covered Losses"** means claims, damages, fines, losses, judgments, costs, awards, expenses and costs, and liability of any kind, including those related to investigation, remediation, monitoring, legal expenses (including attorneys' fees), disbursements, and costs of settlement, which arise out of or relate to Company's breach of the IPCR, violation of Applicable Data Protection Laws, and/or gross negligence or willful misconduct.
 - "Data Protection"** means cybersecurity; privacy; data and systems access, availability, deletion, integrity, security, and Processing; information systems security; encryption; data retention, storage, and deletion; data transfer and localization; third-party management; confidentiality; and all analogous data protection areas.
 - "Data Subject"** means an individual whose Personal Data is Processed by Company (including any analogous term under Applicable Data Protection Law).
 - "Industry Standards"** means the standards and practices in alignment with, and no less rigorous than (i) the National Institute of Standards and Technology (NIST) Cybersecurity Framework or International Organization for Standardization (ISO) 27001, and applicable successor standards, and (ii) standards and practices identified by Company to which Company adheres, including in connection with a questionnaire, assessment or on-site inspection.
 - "Personal Data"** means: (i) information relating to an identified or identifiable individual, and (ii) information protected as "personally identifiable information", "non-public personal information", "personal information", "personal data", or any analogous term under Applicable Data Protection Law.
 - "Process", "Processed", or "Processing"** means an operation or set of operations performed on Covered Data or sets of Covered Data, whether by automated means, such as to obtain, have access to, modify, organize, store, copy, adapt or alter, aggregate, use, disclose, disseminate, dispose, erase, destroy, collect, anonymize, record, structure, retrieve, consult, sell, disclose, transmit, disseminate, share or otherwise make available, maintain, align or combine, restrict, index, or any other form of processing (including any analogous term under any Applicable Data Protection Law).
 - "Regulator"** means a government agency or authority, supervisory authority, regulator, or law enforcement agency (including any analogous term under applicable law).
 - "Security Incident"** means an actual or suspected accidental, unauthorized, or unlawful Processing; unauthorized access or use of Company Information Systems; compromise of a credential, information, or system used to interface, integrate, or connect to AXP's information or systems resources; event that affects the availability, integrity, or operation of Company Information Systems; or a "data breach" or "security incident" (including any analogous term under Applicable Data Protection Law).
 - "Services"** means the services or products provided under the Agreement.

“Standard Contractual Clauses” means contractual clauses deemed by a Regulator to provide legally sufficient safeguards to enable lawful transfer of Personal Data across jurisdictional borders.

“Contractor” means a third-party that Processes Covered Data or accesses Company Information Systems (including any subcontractor, subprocessor, or Company Affiliate) that is not a signatory to the Agreement.

“Transfer Mechanism” means Standard Contractual Clauses or other legal mechanism to transfer Personal Data across jurisdictional borders.

“WISP” means a written information security program.

3 PROTECTION OF DATA AND SYSTEMS.

3.1 Compliance with law and industry standards. Company shall:

- (i) Process Covered Data only in accordance with the Agreement and in compliance with Applicable Data Protection Laws and Industry Standards;
- (ii) maintain, monitor, and enforce a comprehensive WISP in accordance with the Agreement and in compliance with Applicable Data Protection Laws and Industry Standards;
- (iii) maintain, monitor, and enforce appropriate organizational, administrative, technical, and physical safeguards to protect: the security, integrity, confidentiality, and availability of Covered Data and Company Information Systems; against anticipated threats and hazards; and Security Incidents;
- (iv) cooperate with, provide information, and assist AXP and Regulators with meeting obligations under Applicable Data Protection Laws; and
- (v) whether or not instructed to do so, suspend Processing (with prompt notice to AXP) without prejudice to AXP's termination rights if Covered Data is Processed or Company Information Systems are accessed in a way not authorized by the Agreement.

3.2 Cardholder Data Processing. If Covered Data contains "Cardholder Data" or "Sensitive Authentication Data" (as those terms are defined in the Payment Card Industry Data Security Standard (PCI DSS)), Company shall maintain such data in its "Cardholder Data Environment" (as defined in the PCI DSS) and provide a certification to AXP that Company and its relevant Contractors comply with PCI DSS. If Covered Data contains financial account data (including cardholder or bank account or application information), Company shall provide a certification that it complies with ISO 27001 series. Notwithstanding the language of [Section 1](#) of this IPCR (Scope), if Company has executed a Card Acceptance Agreement (CAA) with AXP, and if the CAA conflicts with this IPCR, the terms of CAA shall take precedence and control.

3.3 Training. Company shall provide relevant Data Protection training to individuals authorized by Company to Process Covered Data or access Company Information Systems, which training shall occur at least annually and before such individuals Process Covered Data or access Company Information Systems.

3.4 Confidentiality. Individuals authorized by Company to Process Covered Data or access Company Information Systems shall have access on a need-to-know basis only and be bound by written confidentiality obligations no less protective than in the Agreement if not otherwise bound by an appropriate statutory obligation of confidentiality.

3.5 Material Modifications. Company shall not make any material change or modification to Company Information Systems, or to the manner, process, method, or means by which Covered Data is Processed (including any material change or modification to the location of Processing, to the identity of any Contractor, to any security control, or that may have an impact on the ability of Company or any Contractor to comply with the Agreement) that could materially adversely impact the privacy or security of Company Information Systems or Company's Processing of Covered Data.

3.6 Contractors. Company shall:

- (i) obtain prior written general or specific authorization from AXP before using any Contractor (subject to any requirements elsewhere in the Agreement); (ii) bind each Contractor, either: (a) as a user under Company's WISP if the user is only using Company devices on Company's network, or (b) by contractual terms and appropriate diligence and oversight to ensure Contractor adheres to the same (or equivalent but no less protective than) requirements contained in the IPCR, including promptly notifying Company of any Security Incident and providing AXP and supervisory authorities/regulators with the same rights of access and audit of the Contractor as those granted by Company to AXP; and (iii) be responsible for the acts and omissions of Contractors and Company employees as if their acts and omissions were made by Company.

3.7 Security Incidents.

- (i) Upon becoming aware of a Security Incident, and unless prohibited to do so by applicable law, Company shall notify AXP promptly (within twenty-four (24) hours (or sooner if required under applicable law)), by phone (1-888-732-3750 or 1-602-537-3021) and e-mail (EIRP@aexp.com). AXP may disclose information regarding Security Incidents to reduce the risks of fraud or other harm unless prohibited by Applicable Law.

(ii) Company shall promptly: (a) investigate, mitigate, and remediate Security Incidents, and retain documentation and audit trails related to such efforts; and (b) provide all relevant information and documentation to AXP (including a detailed technical report) regarding each Security Incident as it becomes available, including information regarding the investigation, mitigation and remediation efforts; and (c) meet with appropriate AXP representatives at a reasonable frequency as agreed by the parties (but no less than what is reasonably necessary for AXP).

(iii) Unless otherwise required by Applicable Data Protection Laws or expressly authorized by AXP in writing:

(a) Company shall not make or provide any notification, public communication, announcement, or admission of liability regarding any Security Incident; and (b) AXP shall determine whether a notification of a Security Incident is to be provided (including to any Data Subject, Regulator, or credit reporting agency), the contents of such notice, and whether any type of remediation or payment may be offered.

3.8 Data Deletion. Once Company no longer needs Covered Data to fulfill its obligations under the Agreement (including prior to Agreement termination), within thirty (30) days or a shorter timeline if required by Applicable Data Protection Laws, Company shall securely delete and, at AXP's request, securely return Covered Data. If Applicable Data Protection Laws require Company to retain Covered Data, Company shall retain only the Covered Data required to be retained, and only for the purposes required, by applicable laws provided that this does not violate Applicable Data Protection Laws, and the IPCR shall survive the Agreement's termination and continue to apply to the extent and for the duration of such retention. Upon AXP's request, Company shall provide AXP with written confirmation that Covered Data has been securely deleted.

3.9 Cross-border Transfers. Company may transfer Covered Data across a jurisdictional border only if such transfer is in accordance with the Agreement and subject to an applicable lawful Transfer Mechanism and Company continues to comply with the IPCR.

3.10 Termination for Cause. AXP may terminate the Agreement if Company breaches the IPCR: (i) immediately upon notice if such breach is not capable of being cured within thirty (30) days; or (ii) upon thirty (30) days prior notice if such breach is capable of being cured within thirty (30) days. Company may preclude termination by curing such breach.

3.11 Remediation and Indemnity. Company shall compensate AXP for all Covered Losses. Company also shall, at its own expense, defend, indemnify, and hold harmless AXP, AXP's parent, and respective employees, agents, subsidiaries, and affiliates, from and against all Covered Losses. Covered Losses shall be deemed direct losses and not subject to any limitations or exclusions of liability (whether in the Agreement or otherwise).

3.12 Continued Compliance. As required, Company shall enter additional terms, provide information, and comply with reasonable and appropriate measures necessary to enable AXP and Company to comply with Applicable Data Protection Laws, including as the result of any Data Protection assessment required by Applicable Data Protection Laws (the results of which are incorporated into this IPCR) and to remediate any unauthorized Processing of Covered Data.

ANNEX 1 TO IPCR - INFORMATION SECURITY ADDENDUM**A1.1 WISP Requirements.** Company's WISP shall include policies, procedures, and processes for:

- (1) access, authorization, and authentication controls, including the use of intrusion detection and intrusion prevention systems; the security principles of segregation of duties and least privilege; and a process by which access logs cannot be modified and accounts are only created with proper management approval, timely deleted, have an auditable history of changes, and have an annual review and removal of excess access authorization;
- (2) network segmentation and the use of firewalls, including network access controls; and separation of user, production, and test environments;
- (3) authenticating and encrypting interactions with interfaces, integrations, and connections with AXP's information and systems resources;
- (4) retaining reports, logs, audit trails, and other documentation that evidence Data Protection, systems, and audit processes and procedures;
- (5) consequences for WISP violations;
- (6) risk-based patch and vulnerability management and penetration testing and controls;
- (7) risk assessments (conducted at least annually) that evaluate technology developments, risks, and evolving threats to modify and/or enhance the WISP, including risks to Company's business operations, the effectiveness of its controls, mitigation of identified risks, new and emerging security risks, and review of cyber threat intelligence information;
- (8) identifying, managing, and mitigating incidents; periodically testing the effectiveness of incident response plans and procedures (including, if requested, joint testing); and appropriately notifying AXP and other appropriate parties;
- (9) detecting and blocking unauthorized access to and transfers of Covered Data;
- (10) using strong encryption and documented key management in accordance with Industry Standards and Applicable Data Protection Laws to encrypt Covered Data while in-transit and at-rest;
- (11) using multi-factor authentication (MFA) to protect Company Information Systems and Covered Data;
- (12) continuous security monitoring;
- (13) managing third-party risk, including a third-party security management program that conducts regular reviews and due diligence of third parties according to assigned risk ratings;
- (14) managing password use and practices;
- (15) secure software development lifecycle (SDLC) practices; and
- (16) change management practices.

A1.2 Vulnerability Testing and Remediation. Company shall monitor and test to ensure the ongoing effectiveness of its WISP. Such monitoring and testing shall include the use of an appropriate (i) third-party tool (for Scanning Assessments); and (ii) reputable independent third-party (for Pen Testing).

- (1) Scanning Assessments. Subject to scheduled maintenance activities, Company shall conduct vulnerability scanning assessments at least weekly for Company's internet-facing and internal infrastructure, Company Information Systems, and applications ("Scanning Assessments").
- (2) Penetration Testing. Company shall ensure penetration testing is performed at least annually for Company's internet-facing and internal infrastructure, Company Information Systems, and applications ("Pen Testing").
- (3) Vulnerability Remediation. Company shall address vulnerabilities and findings in accordance with Company's WISP. Upon AXP's request, Company shall respond promptly with information reasonably required by AXP regarding vulnerabilities, findings, and status of remediation. If AXP notifies Company in writing of a vulnerability or security threat, Company shall assign it a severity level if it impacts or could impact Covered Data or Company Information Systems, provide AXP (within 30 days) an estimated timeline for remediation, and provide confirmation to AXP promptly after the vulnerability is remediated.
- (4) Validation of Testing. Company shall provide (via virtual session or during on-site inspections): (i) evidence that Scanning Assessments and Pen Tests were performed in accordance with this IPCR; and (ii) complete copies of Scanning Assessment and Pen Testing results (such results may be redacted to exclude host names, IP addresses, URLs, usernames, and credentials). If AXP identifies a material deficiency in the quality, scope, or evidence of Scanning Assessments or Pen Testing, Company and AXP shall engage in good faith discussions of any deficiency, and Company shall develop a reasonable remediation plan to cure any deficiency in a manner acceptable to AXP. If Company's Services involve an internet-facing application that Processes Covered Data, AXP may perform vulnerability scans.

A1.3 Inspections.

- (1) Company shall cooperate with on-site, phone, and virtual inspections of Company Information Systems and Company's Processing of Covered Data, conducted by AXP, its designees, or Regulators, including following a Security Incident and when directed by a Regulator ("Assessments").
- (2) Company shall demonstrate that it maintains a comprehensive WISP, including by completing questionnaires and, if requested, providing relevant policies, procedures, and standards (including escalation procedures for non-compliance and training materials); available third-party assessments, audits, summaries of test results, and reviews and other equivalent evaluations; and other information and documentation to verify compliance with the IPCR.
- (3) If AXP notifies Company of a material risk to Covered Data or Company Information Systems, Company shall promptly assess the risk and implement a plan to mitigate and remediate such risk in a manner acceptable to AXP.

ANNEX 2 TO IPCR - DATA PRIVACY ADDENDUM (DPA)

- A2.1 Scope.** This DPA applies to Company's Processing of Personal Data in connection with the Agreement. The description of the Processing activities is set out in Exhibit 1 of the DPA.
- A2.2 Additional Definitions.** The following definitions shall apply in the DPA: **"Applicable Data Protection Law(s)"** shall include, by way of example and without limitation, the California Consumer Privacy Act of 2018, as amended from time to time, including through the California Privacy Rights Act of 2020, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations ("CCPA"), the Gramm Leach Bliley Act and implementing regulations and guidance, the EU General Data Protection Regulation 2016/679, and as incorporated into UK national law and supplemented by the UK Data Protection Act 2018. **"Controller"** means a natural or legal person, which alone or jointly with others, determines the purposes and means of Processing, including any analogous term under Applicable Data Protection Law. **"Processor"** means a natural or legal person who Processes Personal Data on behalf of a Controller, including any analogous term under Applicable Data Protection Law. **"Special Categories of Personal Data"** shall mean Personal Data that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data or that which relates to health or a natural person's sex life or sexual orientation including any analogous term under Applicable Data Protection Law.
- A2.3 General Data Processing Commitments.**
- (1) **Roles of the Parties and Compliance with Law.** Unless otherwise set forth in the Agreement, Company shall:
 - (i) Process Personal Data only on AXP's documented instructions and comply with all IPCR provisions and Applicable Data Protection Laws, with those obligations not expressly set forth herein deemed incorporated into this DPA (e.g., in the case of the CCPA, terms as required between a "business" and a "service provider", "contractor" or "third-party");
 - (ii) not disclose, transfer, share, sell or otherwise make available Personal Data: (A) in exchange for monetary or other valuable consideration to any third parties nor combine the Personal Data it Processes on behalf of Customer with any information it collects from another customer or directly from a Data Subject; or (B) to a third-party for cross-context behavioral or targeted advertising; or (C) as otherwise restricted by Applicable Data Protection Law;
 - (iii) not retain, use, disclose, or otherwise Process Personal Data except in accordance with the IPCR (including [Exhibit 1](#) of the DPA), the Agreement, and Applicable Data Protection Law;
 - (iv) not cause AXP to be in breach of Applicable Data Protection Laws; and
 - (v) promptly (and in any event, within any legally required time period) notify AXP if it or any Contractor cannot meet its obligations under Applicable Data Protection Law or the IPCR (and Company represents that no applicable law prevents it from currently complying with the IPCR).
 - (2) **Privacy-by-Design.** To the extent required by Applicable Data Protection Law, Company shall have appropriate policies, procedures, and processes for privacy-by-design, including through incorporating relevant functionalities and technical support, favoring remote access to Personal Data over electronic transmission where possible, and restricting back door access to Company Information Systems and Personal Data unless authorized under the Agreement.
 - (3) **Information Security and Incident Notification.** In addition to complying with the information security terms in this IPCR, in the event of a Security Incident involving Personal Data, Company shall provide to AXP:
 - (i) the nature and circumstances of the Security Incident;
 - (ii) the categories and estimate of the total number of Data Subjects affected and description of the Personal Data involved;
 - (iii) the likely consequences of the Security Incident;
 - (iv) the name and contact details of the data protection officer (where applicable) or other contact point where additional information can be obtained; and
 - (v) any corrective action taken by Company, including to mitigate the risk of harm to affected Data Subjects.
 - (4) **Processing of special categories of Personal Data.** Before Company Processes Special Categories Of Personal Data, Company and AXP shall agree on any additional restrictions and safeguards that may be required.
 - (5) **Third-Party Rights.** This IPCR is for the benefit of AXP and each of its Affiliates who may enforce any of its terms as Controller.
 - (6) **Cross-border Transfers.** Company shall comply with [Section 3.9](#).
 - (7) **Continued Compliance.** Company shall comply with [Section 3.12](#).
- A2.4 Processor Obligations.** In addition to the obligations outlined elsewhere in the Agreement, where Company acts as a Processor, the following terms also apply:
- (1) **Data Accuracy.** Company shall inform AXP without delay if Personal Data is inaccurate or has become outdated and, if necessary, cooperate with AXP to correct such Personal Data.

- (2) Confidentiality. Company shall comply with [Section 3.4](#).
- (3) Information Requests. Without undue delay, Company shall notify AXP of any request:
 - (i) for information from, or complaint by, a Regulator or credit reporting agency, in relation to Personal Data; and
 - (ii) by a Data Subject to exercise rights under Applicable Data Protection Laws, such as the right to access, rectify, amend, correct, share, delete or cease Processing their Personal Data. If requested by AXP, without undue delay, Company shall discuss and cooperate in the preparation of any response to any such request and in the handling of such request in accordance with AXP's instructions. Unless required by applicable law, Company shall not respond to such request without AXP's prior written consent.
- (4) Use of Contractors. In addition to complying with [Section 3.6](#), Company shall, at AXP's request, provide a copy of agreements with any Contractor (including subsequent amendments).
- (5) Cooperation and Assistance. Company shall comply with [Section 3.1\(iv\)](#).
- (6) Data Deletion. Company shall comply with [Section 3.8](#).
- (7) Inspections. Company shall comply with [Annex 1, Section A1.3](#).
- (8) Attestation of Understanding. If required by Applicable Data Protection Laws, and upon AXP's request, Company shall provide a certification to AXP that it understands and shall comply with the requirements set forth in this DPA.

A2.5 Controller Obligations. In addition to the obligations outlined elsewhere in the Agreement, where Company acts as a Controller, [Section A2.2.4 \(Processor Obligations\)](#) shall not apply and Company shall Process Personal Data only as permitted, and in accordance with, this IPCR (including the DPA's [Exhibit 1](#)) and the Agreement.

Exhibit 1 to Annex 2 - Privacy Schedule: Description of Processing Activities

Each item below shall apply as per the corresponding details and as may be otherwise supplemented in the Agreement.

Item	Details
Role of the Company	Company acts as Processor in its Processing of AXP's Personal Data except as otherwise set forth in the Agreement.
Data Subjects	Data Subjects may include AXP's prospects, customers, business partners, third parties, employees, contractors, and authorized service users, as supplemented, if applicable, in the Agreement.
Categories of Personal Data	<p>The categories of Personal Data may include:</p> <p>For employees and contractors</p> <ul style="list-style-type: none"> • Name and personal details (e.g., full name, initials, DoB) • Contact details (personal email address and phone number) • Background check information (e.g., criminal records, education, employment history) • Identification information (e.g., National ID/passport number) • Employment details (e.g., job title, function, band level, employee ID) • Financial information (e.g., income) • Marketing and privacy preferences (e.g., Do not call (DNC)) <p>For customers, prospects:</p> <ul style="list-style-type: none"> • Name and personal details (e.g., full name, initials, DoB) • Contact details (personal email address and phone number) • Background check information (e.g., criminal records, KYC) • Identification information (e.g., National ID/passport number) • Employment details (e.g., employer name, job title, function) • Financial information (e.g., income) • Account and card information (e.g., card type, card number, expiration date) • Security info related to account/card (e.g., PIN/password) • Customer purchases, transactional data • Marketing and privacy preferences (e.g., DNC) <p>For business parties, third parties and authorized service users:</p> <ul style="list-style-type: none"> • Name and personal details (e.g., full name, initials, DoB) • Contact details (personal email address and phone number) • Background check information (e.g., criminal records, KYC) • Identification information (e.g., National ID/passport number) <p>The categories of Personal Data may be further supplemented in the Agreement.</p>
Special Categories of Personal Data	Before Company Processes special categories of Personal Data, Company and AXP shall agree on the types of such data to be Processed, which shall be set forth, as applicable, in the Agreement.
Methods of Processing	Processing of Personal Data will be done electronically except as otherwise set forth in the Agreement.
Frequency of the transfer	Personal Data will be transferred at various frequencies for the duration of the Agreement.
Geographies	Personal Data will be Processed in the geography in which the Services are provided and transferred as permitted by applicable law.
Processing Activities	Processing activities are described in the description of the Services, and the obligations set forth in the Agreement.

Item	Details
Duration	Duration is set forth in the Agreement or as required by Applicable Data Protection Laws.
Approved Sub-Processors (if any):	Sub-processors (referred to as Contractors in the IPCR) are approved as set forth in Section 3.6 of the IPCR.

Appendix E: Reports & Data Requirements

Frequency Definitions

Daily

Data for the prior day must be provided to American Express by 5:00 P.M. Mountain Standard Time (MST) for that day.

Weekly

Data for the prior week must be provided to American Express by Saturday of the following week.

Monthly

Data for the prior month must be provided to American Express by the 5th Business Day of the following month.

Quarterly

Data for the prior quarter must be provided to American Express by the 5th Business Day of the following quarter.

Semi-Annual

Data for the prior six (6) months must be provided to American Express by the last Business Day of the following month. Activity for the period January 1–June 30 is due in July; and activity for the period July 1–December 31 is due in January.

Annual

Data for the prior calendar year must be provided to American Express by the last Business Day of the 13th month.

Provided below are the data files and reports that the Participant is required to submit to American Express in accordance with these *Operating Regulations* and with the frequency indicated for each.

Table E-1: Required Data Files and Reports

Name	Description	Reference	Frequency
Annual EMV Attestation (AEA) Form	Summary report of annual EMV certification	Data Security Operating Policy (DSOP)	Annual
Due Diligence Questionnaire	Due diligence information used by American Express to assess the risk associated with Participants.	Section 21.6, "Due Diligence Questionnaire" and Appendix I, "American Express Compliance & Ethics Due Diligence Questionnaire – OptBlue Program"	Prior to launch of the program and ad-hoc thirty (30) days upon request.
ISO Registration and Certification	List of ISOs that are performing Services under the Program (available at connect.amex360.com).	Chapter 7, "Secondary Acquisition Channels" and Appendix F, "ISO Registration and Certification Form"	Required thirty (30) days prior to enabling an ISO under the Program and refreshed on a Semi-Annual basis for all active ISOs.
Payment Facilitator Registration Form	Registration of Payment Facilitators performing Services (available at connect.amex360.com).	Section 7.3.6, "Payment Facilitator Registration Process and Due Diligence"	New registrations: Required 30 days prior to enabling a Payment Facilitator under the Program. Existing registrations with changes: Semi-Annual
PCI DSS Certification: • Attestation of Compliance (AOC) • Attestation of Scan Compliance (AOSC)	Summary report of annual PCI DSS certification, the AOC summarizes the results of the Annual Onsite Security Assessment or the Annual Self Assessment Questionnaire, as applicable. Refer to the DSOP for further information regarding PCI DSS Certification/Attestation of Compliance. The AOSC summarizes the results of the Quarterly Network Scans performed by Approved Scanning Vendors (ASV).	Chapter 15, "Data Security" and the DSOP	The AOC must be submitted Annually, in accordance with the DSOP. The AOSC or the executive summary of findings of the Quarterly Network Scan (and copies of the full scan, on request), must be submitted on a Quarterly basis, in accordance with the DSOP.
Sales Performance Information Interface	Close Rate and sales channel signings data submitted in accordance with the <i>American Express Technical Specifications</i> . Formats include the <i>Global Sales Performance Report</i> and <i>Sponsored Merchant Sales Performance API</i> (or <i>Sales API</i>).	Section 4.6, "Close Rate"	Monthly
Sponsored Merchant Information Interface	Merchant Data submitted, in accordance with the <i>American Express Technical Specifications</i> . Formats include the <i>Global Sponsored Merchant File</i> and <i>Sponsored Merchant Acquisition API</i> .	Section 5.2, "Merchant Data Requirements"	Daily, Monday - Sunday – for new signings and Program Merchant and Sponsored Merchant record maintenance

Provided below are the data files and reports that American Express may provide to Participant in accordance with these *Operating Regulations* and with the frequency indicated for each.

Table E-2: Provided Data Files and Reports

Name	Description	Reference	Frequency
BIN Range Specification File	File containing American Express Card BINs for specific Card products used to facilitate Card-based pricing.	Section 22.3, "Disclosure and Limited Use of "BIN" Number Ranges"	Monthly
Chargeback Notifications (CBNSP) Technical File	Chargeback notifications and case status updates.	Chapter 16, "Chargebacks and Inquiries"	Daily, Monday-Sunday
Global Raw Data Reconciliation (GRRCN) File	Reconciliation file for merchant level submissions, fees, and adjustments.	Chapter 11, "Program Pricing and Fees"	Daily, Monday-Sunday
Inquiry Notifications (INQ02) Technical File	Electronic notification of cardholder dispute inquiries.	Chapter 16, "Chargebacks and Inquiries"	Daily, Monday-Saturday
Seller Canceled Derogatory Notification (SCDNO) File	Report providing support notification of a derogatory previously canceled merchant that should be removed from the program.	Section 3.6, "Merchant Cancellation or Disentitlement"	Daily, Monday-Sunday
Seller Dispute Program Notification (SDPNO) File	Notification file identifying a Program Merchant's status in the Excessive Chargeback Program.	Chapter 16, "Chargebacks and Inquiries"	Monthly

Appendix F: ISO Registration and Certification Form

ISO Registration Form

This change is effective April 12, 2024.

Registration is required for any prospective ISO used by Participant under the Program. Initial registrations must be completed using the Registration and Certification Form (available at connect.amex360.com in both MS Excel and editable PDF formats) and be submitted by email to: program.oversight.management@aexp.com. For the purpose of this *ISO Registration Form* and *Certification Form*, references to ISO shall be deemed to include references to ISOs, Full Service Providers (FSPs), Financial Institution Merchant Services (FIMS) or any other indirect sales entities, as applicable.

Agent Type:	<input type="checkbox"/> ISO	<input type="checkbox"/> Other_____	
Registration Type:	<input type="checkbox"/> New	<input type="checkbox"/> Existing	
Current Status:	<input type="checkbox"/> Active	<input type="checkbox"/> Terminated	
Agent Legal Name:	Agent DBA Name:		
Agent Address:	Main States/Provinces of Business:		
Assigned ISO Registration Number if ISO (Internal Tracking # for this ISO):			
Name of Owner(s): (Authorized Signer)			
Anticipated Solicitation Start Date: (if new registration)		Termination Date: (if applicable)	

ISO Certification Form

(Participant must provide to American Express before launching an ISO under the Program)

The undersigned, _____, being an authorized representative of _____ ("Participant"), hereby represents, warrants and certifies to American Express Travel Related Services Company, Inc., its parents, subsidiaries and affiliates (collectively, "American Express"), that:

1. Participant has conducted a financial review of current and audited financial statements of all its ISOs that will be acquiring under the Program;
2. the *ISO Registration Form* attachment represents the ISOs performing sales and marketing Services on Participant's behalf in connection with the Program as of the date hereof;
3. that risk management services for Merchants signed by ISOs are performed, including due diligence and screenings (e.g., AML, KYC, etc.), ongoing oversight, creating reserves, and collections, which include financial reviews and background checks on each organization and principal;
4. ISOs' merchant agreement meets American Express' requirements;
5. Participant has fully satisfied the requirements of the IPCR, in [Appendix D, "Information Protection Contract Requirements"](#) of the American Express OptBlue Program *Operating Regulations* ("Operating Regulations"), with respect to its ISOs;
6. Participant has verified each ISO's compliance with the current version of the Payment Card Industry Data Security Standard (PCI DSS) and PCI PIN Security Requirements; and
7. Participant has:
 - verified that each ISO has obtained and complies with all necessary licenses and legal and regulatory permissions necessary to conduct business, and
 - confirmed that the ISOs
 - operate their businesses in a safe and sound manner
 - comply with Applicable Law, and
 - do not directly or indirectly engage in or facilitate any action that does not comply with Applicable Law.

Participant is responsible and liable for all activities of ISOs and individuals, including compliance with the *Operating Regulations*.

Signature of Authorized Representative

Name and Title

Date

Appendix G: Payment Facilitator Form

Payment Facilitator Registration Form

Payment Facilitator registration is required for any prospective Payment Facilitator. Initial Payment Facilitator registrations must be completed using this Registration Form (available in an editable PDF format on connect.amex360.com) and must be approved in writing by American Express before the Payment Facilitator may solicit Sponsored Merchant Prospects. All registrations and any subsequent changes must be submitted to American Express by email to: program.oversight.management@aexp.com.

For initial registration, send 30 days before providing services under the Program.

Submission Type: ☐ New ☐ Existing (Change) ☐ Terminated
(Semi-Annual)

Participant Profile

DBA Name: _____
 Requestor Name: _____
 Requestor Title: _____
 Requestor Phone: _____
 Requestor Email: _____
 Registration Request Date: _____
 Payment Facilitator Account Manager Name: _____
 Payment Facilitator Account Manager Title: _____
 Payment Facilitator Account Manager Phone: _____
 Payment Facilitator Account Manager Email: _____

Payment Facilitator Profile

Payment Facilitator Legal Name: _____
 Payment Facilitator DBA Name: _____
 Payment Facilitator CAP# Association (Please provide the CAP# for Payment Facilitator to be associated with this registration form): _____
 Payment Facilitator Anticipated Launch Date: _____
 Payment Facilitator Full Physical Business Address (Street, City, State, and Zip Code): _____
 Payment Facilitator Business Phone: _____
 Payment Facilitator Email: _____
 Payment Facilitator URL: _____
 Payment Facilitator Federal Tax ID (EIN) or Social Security Number (SSN) (if Sole Proprietor): _____
 Is the Payment Facilitator registered as a payment facilitator with the other payment networks (V/MC)? _____
 Primary Industry (if applicable): _____
 Description of Business: _____
 Does the Payment Facilitator operate other lines of business such as a stored value account or installment payment services?
 (Note: these lines of business are prohibited from being set up for American Express acceptance in accordance with program operating regulations). _____
 Payment Facilitator Charge Volume: _____
 Payment Facilitator Number of Sponsored Merchants: _____
 Is Payment Facilitator New or Existing to the Participant? ☐ New ☐ Existing
 If Existing, are there any merchants that currently do not accept American Express? ☐ Yes ☐ No ☐ N/A

Note: Information contained in this registration form will be used by American Express for review/approval as a Payment Facilitator accepting the American Express Card. Please ensure the information is accurate and correct to avoid delays in the approval process.

1. I/We confirm we have completed a background check and financial review of the Payment Facilitator and owners inclusive of current financials.
2. I/We confirm that a physical site visit to the business location (if applicable) or phone/address/name match has been completed to assess the ability of the Payment Facilitator to deliver the services required and comply with requirements of both the Participant and American Express.
3. I/We confirm that the necessary licenses and regulatory permissions of the Payment Facilitator have been verified and confirm that the Payment Facilitator operates in a safe and sound manner in compliance with Applicable Law.
4. I/We confirm that the Payment Facilitator has been reviewed by appropriate officers based on sound business practice that does not compromise the Participant or American Express.
5. I/We confirm that Anti-Money Laundering and Prevention of Terrorist Financing programs are in place to ensure compliance with American Express' Program requirements and Applicable Law.
6. I/We confirm that the Payment Facilitator is currently in good standing with Payment Card Industry (PCI) standards and that the Payment Facilitator has processes in place to ensure ongoing compliance with PCI Data Security Standards (PCI DSS).
7. I/We confirm processes are in place to ensure Payment Facilitator Agreements and Sponsored Merchant Agreements adhere to American Express' Program requirements.
8. I/We confirm processes are in place to review Payment Facilitator performance against American Express' requirements as defined in the *Program Operating Regulations* and processes are in place to promptly address any issues and gaps.
9. I/We confirm that the Payment Facilitator is not operating under another Payment Facilitator as a Sponsored Merchant nor does the Payment Facilitator solicit Payment Facilitators as Sponsored Merchants, and processes are in place to ensure ongoing compliance American Express' Program requirements for Payment Facilitators.
10. I/We confirm that the Payment Facilitator is not operating in a prohibited industry or category and that processes are in place to ensure the Payment Facilitator does not solicit Sponsored Merchants in prohibited industries or categories.
11. I/We confirm that the Payment Facilitator's website has been reviewed (if applicable) for compliance with American Express' website information display requirements as defined in these *Operating Regulations* and processes are in place to ensure ongoing compliance with these requirements.
12. I/We confirm that processes are in place to ensure ongoing compliance with the *American Express Technical Specifications* for Participants and that the Payment Facilitator will not transact on the American Express Network until the Payment Facilitator has been approved by American Express.

By completing this Registration Form, I/We hereby certify that each of the above statements are true and correct, and am submitting this form for consideration by American Express into the Program.

Appendix H: Reserved

Appendix I: American Express Compliance & Ethics Due Diligence Questionnaire — OptBlue Program

The purpose of this questionnaire is to collect the appropriate due diligence information in order to assess the Compliance risk associated with the affiliation of the Participant. Once completed, this form must be returned to American Express for approval.

Legal Name of Acquiring Participant:		
Common Name/DBA Name (if different to legal name):		
Government issued Tax ID or Business registration number:		
Date of Incorporation (if applicable):		<input type="checkbox"/> N/A

Part I: Participant Structure and Business Model

Please provide the following information on the Participant:		
Principal Place of Business:		
Principal Mailing Address:		
Company Internet Site Address:		
Contact Information:	Name:	
	Title:	
	Address:	
	Phone:	
	Fax:	
	Email:	
Please explain how this information has been verified, e.g., Participant address documentation reviewed or verification source used: E.g., Internet		
Is the Participant a Publicly Traded Company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, please provide stock symbol:	<input type="checkbox"/> N/A	

Please provide the following information on the Participant:

Please provide the following information for any significant owners (those who control 25% or more) of your business. If there is no single owner controlling 25% or more of your business, then at least one significant owner's information must be specified.

If your business is a publicly traded company, significant owner information is **not** required.

First and Last Name: _____

Home Address: _____
(P.O. Box Numbers are not acceptable)

City, State, Zip Code: _____

Ownership %: _____

Social Security Number
or Date of Birth: _____ (mmddyyyy)

Member of Financial/Commercial Group (e.g., union, trade association, related organization, etc.):

☐ Yes

☐ No

If yes to the above, please provide the name and describe the group, including interests:

☐ N/A

Please provide Regulatory Status:

Type of License, if applicable (e.g., General Banking, International Banking, Representative Office, etc...):

☐ N/A

Primary Regulator or other Regulators if applicable:

☐ N/A

Details of any Supervisory/Enforcement action against entity (if known):

☐ N/A

If applicable, please provide information on the Organizational Structure of the Participant:

Number of Branches: Domestic

International

☐ N/A

Please indicate if the Participant has any other relationships:

Visa/Mastercard acquirer:

☐ Yes

☐ No

Part II: Existing American Express Relationships & Verification

Please indicate if the Participant has any existing relationships with American Express:

Existing Relationship:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate current relationship:		
Has the Participant had any previous American Express relationships terminated:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate the reason for termination:		

Please provide information on the Participant Site Visit:

Visited: Note date of the last meeting and where held including attendees:

Not Visited: Note why no visit is considered necessary:

Part III: Compliance and Control

Please provide information on the Compliance & Control Program of the Participant:

Compliance Officer (if applicable)	Name:	<input type="checkbox"/> N/A	
	Contact No:		
Does the Participant maintain their own written policies and procedures related to identifying and verifying new merchants acquired for American Express?			
If so, please provide your own Policies and Procedures as listed below:			
Anti-Money Laundering and Terrorist Financing	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Transaction Monitoring	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Anti-Corruption	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Data Privacy & Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Complaint Handling	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Code of Conduct and related training	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
UDAAP	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Whistleblower	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the Participant provide its staff with AML training?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Is the Participant subject to Suspicious Activity Reporting requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

General Anti-Money Laundering Policies and Procedures

Is the AML Compliance Program approved by the Participant's board or a senior committee, if applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the Participant have a compliance program which includes a designated officer who is responsible for coordinating and overseeing the AML Program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If legally required, does the Participant have its own written procedures and supporting processes to prevent, detect, and report unusual customer activity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Is the Participant subject to inspections by government supervisors/regulators?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the Participant have an internal audit function and/or other independent third party that assesses AML policies and practices on a regular basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the Participant have a policy prohibiting accounts/relationships with shell banks? (a bank incorporated in a jurisdiction in which it has no physical presence and is unaffiliated with a regulated financial group)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

General Anti-Money Laundering Policies and Procedures

Only if the Participant has a contractual agreement with American Express to deal with Politically Exposed Persons (PEPs), confirm that it has specific policies and procedures for the establishment of such accounts?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the Participant have record retention procedures that comply with local laws?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Are the Participant's AML policies and procedures applied to all of its branches and subsidiaries regardless of the country in which they operate, if applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the Participant screen its new merchant applicants against any list(s) of sanctioned individuals or entities? If yes, please indicate which ones from the list below:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• Section 311/USA Patriot Act	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• OFAC List	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• FINCEN	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• Interpol	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• FBI	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• Primary Money Laundering	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• Terrorist Exclusion	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• Unauthorized Banks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• DTC Debarred	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
• Bureau of Industry & Security	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Does the Participant conduct on-going screening of its merchants against any other lists?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If yes, which list(s) does the Participant use when conducting screening?			
What frequency does the Participant screen its current merchant database?			<input type="checkbox"/> N/A
Will the screening process be applied to those merchants acquired on behalf of American Express?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If yes, identify which aspects of the merchant's entity is included in the screening process (select all that apply):			
Merchant's Legal/Registered Name	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Merchant's Doing Business As (DBA) Name	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

General Anti-Money Laundering Policies and Procedures

Merchant's Authorized Signer(s)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Merchant's Beneficial (or Significant) Owners	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Other (specify)			

Transaction Monitoring

Is the Participant's transaction monitoring program designed to identify unusual/suspicious merchant related activity, such as chargebacks, multiple use of a single card, even currency amount transactions, sudden surge in merchant transaction activity, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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Enhanced Transaction Monitoring

If legally required, when unusual activity has been identified at a merchant, does the Participant have procedures in place describing actions to be taken, such as enhanced monitoring, relationship termination, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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Prohibited & Illegal Industries

Does the Participant have policies prohibiting acceptance of merchants engaged in certain illegal or other prohibited industry types as defined in the <i>Operating Regulations</i> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Anti-Corruption

Does the Participant need to interact with any government officials or agencies in order to perform the Services under its Program Agreement with American Express? Please select "yes" if Participant will be signing merchants in one of the "government industry" categories (e.g., MCC 9399-Government Services) as defined in OptBlue Program <i>Operating Regulations</i> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Attestation Statement:

The information completed on this questionnaire is accurate and to the best of my knowledge does not contain any material omissions. This Participant has written policies in place that align with the components of the Operating Regulations as well as external regulations and expectations. By signing this document, I confirm that I have reviewed and verified all documentation attesting to the above.

Name of Participant Contact Completing Questionnaire:	
Title of Participant Contact Completing Questionnaire:	
Date Questionnaire Completed:	
Signature of Participant Contact Completing Questionnaire:	

Appendix J: Prohibited Merchant Industries and Categories — Do Not Sign

Participant must not sign any Program Merchant Prospect that falls into one of the following categories and/or engages in one of the prohibited activities/businesses appearing in the following list:

These changes are effective April 12, 2024.

Table J-1: Prohibited Activities/Businesses

Prohibited Category	Description	MCC
Airlines & air carriers (including charter airlines)	All airline and air carrier merchants, including charter airlines. Air Charter (MCC 4511) is prohibited except where written permission has been provided by American Express.	3000-3302
Bail/bail bond	A sum of money paid by a criminal defendant to be released from jail under the condition that they appear for court appearances. This does <u>not</u> include a bail bond fee (MCC 9223).	—
Bankruptcy services	A company or agency that is in the business of recovering money owed on delinquent accounts or supporting the bankruptcy process. Examples include: bankruptcy lawyers and bankruptcy debt collection services.	—
Bullion	Bulk metal in bars or ingots. Examples include: <ul style="list-style-type: none"> Gold, silver, platinum, palladium bullion Gold, silver, platinum, palladium bars Precious metals 	—
Car rental agencies	Branded car rental agencies (e.g., Avis, Budget, Hertz).	3351-3441
Cash at Point of Sale/Cash on Card	Cash-like transactions from financial and non-financial institutions. Examples include: money orders, post offices, funding source for payroll.	6051
Check cashing/guarantee	A business that provides customers with a way to turn a check into cash without having to rely on a bank account.	—
Child pornography	An individual or entity providing or associated with the visual depiction of a minor engaged in obscene or sexually explicit conduct, whether made or produced by electronic, mechanical, or other means.	—
Collection agencies	A company that lenders use to recover funds that are past due. Examples include: debt collection agencies, factoring companies, and liquidators.	7322

Prohibited Category	Description	MCC
Commercial leasing	A business that conveys land, real estate, equipment, or other property to another for a specified time in return for regular periodic payment. Examples include commercial real estate and commercial vehicles, such as trucks and marine vessels. This does <u>not</u> include residential Real Estate Agents and Managers – Rentals (MCC 6513).	—
Credit financing	A merchant that provides financing to customers, earning revenue on that financing via fees and/or interest. Examples include: credit cards, personal loans, student loans, car loans, mortgage payments, and loan crowdfunding.	6010 6011 6012 6051
Credit restoration	A service aimed at improving credit ratings by disputing errors and outdated claims with credit bureaus.	—
Cryptocurrency	Digital asset recognized as a medium of exchange, unit of account and/or store of value that employs blockchain technology and cryptography to submit, authenticate, and verify Transactions.	—
Debt repayment (past due or defaulted)	A company collecting payment of overdue debt. Examples include: payment to a collection agency, factoring company, liquidator, or insolvency practitioner/lawyer.	7322
Door-to-door sales	Unsolicited individual (who may go from door to door) selling goods and/or services with immediate payment expected. Examples include: magazine subscriptions, satellite dish sales, security systems, and solar panels.	5963
Escort services	A business, agency, or person who, for a fee, provides or offers to provide a companion.	—
Foreign exchange	A business or financial institution that has the legal right to exchange one currency for another currency. Examples include: airport kiosk bank.	6051
Gambling	The wagering of money or something of value on an event with an uncertain outcome, with the primary intent of winning money or material goods. Examples include: <ul style="list-style-type: none"> Regulated (real money) betting, including casino, poker, sports betting, lottery tickets Advance-deposit wagering, including horse/dog racing Fantasy sports Skill-based, pay-to-play games that award monetary prizes Games of chance that are not free to enter and award monetary prizes Government-owned and other lotteries Gambling chips Gambling credits 	7800 7802 7995 9406

Prohibited Category	Description	MCC
Indirect acceptor models	<p>A payment intermediary that contracts with American Express to facilitate payments to multiple, eligible third-party End Beneficiaries. The Indirect Acceptor accepts the Card, but does not send Card information to the End Beneficiary and pays eligible End Beneficiaries using another method, such as bank transfer, check, or wire.</p> <p>Examples include:</p> <ul style="list-style-type: none"> Digital Wallet Operator offering any of the following payment functionality to allow Cardmembers to make purchases or transfer funds through one or more methods: <ul style="list-style-type: none"> Staged Back-to-Back Transaction Peer to Peer (P2P) Transaction Stored Value Transaction (sometimes called Top Up) Bill Payment Provider Marketplaces Installment Payment Transactions (sometimes called Buy Now Pay Later) (that do not meet the eligibility requirements set forth in Chapter 8, "Specific Industries"). 	—
Investments	A purchase made for speculative purposes, or with the intent of future profit or appreciation. Examples include, but are not limited to, securities (stocks, bonds, commodities, and mutual funds), wine with delivery that exceeds one (1) year from purchase, investment on futures, and equity crowdfunding.	—
Licensed insolvency practitioners	A professional intermediary in insolvency procedures.	—
Lodging – Hotels, Motels, Resorts (including "branded" Central Reservation Services)	Branded lodging establishments (e.g., Best Western, Hilton, Marriott).	3501-3999
Marijuana-related businesses	Any individual or entity that manufactures, processes, distributes, or dispenses marijuana, or byproducts or derivatives of marijuana, whether for recreational or medicinal purposes, and whether or not subject to a governmental licensing regime.	—
Multi-level marketing / pyramid selling (also referred to as Direct Marketing – Inbound/Outbound Telemarketing)	<p>Merchants that are otherwise not eligible to be assigned MCC 5969 and are engaging in (i) direct marketing employing both outbound and/or inbound methods, and/or (ii) any form of multi-level marketing or pyramid selling. In outbound telemarketing, the merchant initiates contact with potential customers via telephone or mailing, while inbound marketing involves selling information, content services, or goods accessible to customers via telephone, fax, or online channels. This is also inclusive of a sales system that uses one or more of the following practices:</p> <ul style="list-style-type: none"> Individuals participating in the marketing or selling campaign pay money for the right to receive compensation for recruiting new participants. A participant in the marketing or selling campaign is required to buy a specific quantity of products, other than at cost price for the purpose of advertising, before the participant is allowed to join the plan or advance within the plan. A participant in the marketing or selling campaign is knowingly engaged in selling commercially unreasonable quantities of the product or products (this practice is called inventory loading). A participant in the marketing or selling campaign is not allowed to return products on reasonable commercial terms. 	5966 5967

Prohibited Category	Description	MCC
Online adult entertainment	A business or entity that provides internet adult digital content.	—
Payday lending	A company that lends customers money at high interest rates on the agreement that the loan will be repaid when the borrower receives their next pay check.	—
Person-to-Person Payments	A service that allows customers to transfer funds from their bank account or credit card to another individual's account via the Internet or a mobile device.	6538
Postal Services – Government Only	Government-owned postal offices that provide a variety of services such as accepting and processing packages and mail for delivery and selling postage stamps.	9402
Prostitution	A person or business providing sexual services in return for payment.	—
Real Estate Down Payments	An initial payment when the real estate is purchased on credit.	6012 6051
Steamships & cruise lines (incl. onboard cruise shops)	Steamship and cruise line merchants.	4411
Telemarketing – travel related	A business that telemarkets travel related products or services or other travel arrangements.	5962
Timeshares	Selling partial ownership of a property for use as a holiday home, whereby a Cardmember can buy the rights to use the property for the same fixed period annually.	7012
Virtual currency	Digital money not authorized or adopted by a government. Issued and controlled by its developers and used and accepted among members of a specific virtual community.	6051
Wire transfers in-person (not online)	A business that specializes in the transfer of money from one location to another.	4829

Appendix K: Merchant Exclusion List

For the avoidance of doubt, all changes outlined in this section are to take effect immediately upon publication.

Merchants – Do Not Sign

The following merchants are not eligible to participate in the OptBlue® Program. The names may be represented by the legal name or the DBA name. In the event Participant solicits a prospective merchant for Card acceptance that appears on this list, then Participant must refer such merchant to American Express' 'Want-to-Honor' Program at 1.855.TAKE.AXP or 1.855.825.3297 should such merchant wish to apply for direct American Express Card acceptance. Participant may be subject to Non-Compliance fees if a merchant listed below is acquired under the Program; as well, such merchant may be converted or moved from the Program to a direct Card acceptance relationship with American Express.

United States Region (excluding Puerto Rico and the U.S. Virgin Islands)

0-10

2ND WIND EXERCISE EQUIPMENT

7-ELEVEN*

A

ABB CONCISE

ABBEY CARPET

ABBOTT LABORATORIES

AC HOTELS

ACADEMY BUS LLC

ACCORHOTELS

ADAGIO ACCESS

ADAGIO CITY APARTHOTEL

ADAGIO PREMIUM

AGWAY

AIDEN BY BEST WESTERN

AIRPORT CONNECTION, INC.

ALAMEDA – CONTRA COSTA

TRANSIT DISTRICT (AC TRANSIT)

ALAMO CAR RENTAL

ALASKA RAILROAD CORP.

ALCATRAZ CRUISES LLC

ALL TUNE & LUBE

ALLEGRA NETWORK

ALOFT HOTELS

ALOHA PETROLEUM*

ALPHAGRAPHICS

AMERICAN FASTSIGNS

AMERICAN HOME SHIELD

AMERICAS BEST VALUE INN

AMERICINN BY WYNDHAM

AMERISOURCE BERGEN CORP

AMTRAK/NATIONAL RAILROAD
PASSENGER CORPORATION

ANDAZ HOTELS

ANOTHER BROKEN EGG

APEX CAR RENTAL

ARBY'S

ASCEND HOTELS

AU BON PAIN

AUNTIE ANNE'S

AUTOGRAPH COLLECTION
HOTELS

AVID HOTELS

AVIS CAR RENTAL

B

B&B BURGER & BEER JOINT

BARBERITOS FRANCHISING, INC

BATTERIES PLUS

BAYMONT INN & SUITES

BD HEALTHCARE SYSTEMS

BEEF "O" BRADY

BEST LIMOUSINES &
TRANSPORTATION

BEST WESTERN HOTELS

BEST WESTERN PLUS

BEST WESTERN PREMIER

BICYCLE SOLUTIONS

BILLYBEY FERRY COMPANY LLC

BLIMPIE'S

BLUE AND GOLD FLEET LP

BODY SHOP, THE

BOJANGLES RESTAURANTS, INC.

BP AMOCO (BP, AMOCO)*

BRUEGGER'S BAGEL BAKERY

BUDGET CAR RENTAL

BUDGET TRUCK RENTAL

BUFFALO WILD WINGS

BULGARI HOTELS

BURGER 21 INC.

BURGER KING

BW BEST WESTERN

BW BEST WESTERN PLUS

BW PREMIER COLLECTION

BW SIGNATURE COLLECTION BY
BEST WESTERN

BWP PREMIER WESTERN UNION

C

C1 RETAIL
CADENCE 120 BICYCLE WORKS
CAMBRIA HOTELS
CANDLEWOOD SUITES
CANOPY BY HILTON HOTELS
CAPITAL METRO/AUSTIN PUBLIC
TRANSIT
CAPRIOTTI'S SANDWICH SHOP,
INC
CAR2GO
CAREY LIMOUSINE
CARGO AIRPORT SERVICES
CARL'S JR.
CARLSON HOTELS
CARLSON WAGONLIT TRAVEL
CARPET CO-OP OF AMERICA
CARPET ONE
CARPET ONE MANUFACTURERS
CARQUEST
CARVEL
CASEY'S GENERAL STORE
CATALINA RESTAURANT GROUP

CBC RESTAURANT
CORPORATION
CCA GLOBAL PARTNERS
CHAMPION AUTO PARTS
CHEDDARS
CHEVRON CORPORATION
(CHEVRON, TEXACO)*
CHEVY'S
CHIC-FIL-A
CHICAGO TRANSIT AUTHORITY
(CTA)
CHICKEN EXPRESS
CHOICE HOTELS
CIGNA
CINNABON
CIRCLE K*
CITGO*
CKE RESTAURANTS
CLARION INN
CLARK BRANDS
CLUB WYNDHAM
COCHLEAR CORPORATION
COHEN'S FASHION OPTICAL

COLD STONE CREAMERY
COMFORT INN AND SUITES
COMPUTERLAND
CONOCOPHILLIPS(76, CONOCO,
PHILLIPS66)*
CONRAD HOTELS
COPTHORNE HOTEL
CORPORATE CATERERS INC.
COTTMAN TRANSMISSIONS
COUNTRY INNS & SUITES BY
CARLSON
COURTYARD MARRIOTT
COX TARGET MEDIA
CRABTREE & EVELYN
CRAYOLA RETAIL STORES
CROWN BRANDS
CROWNE PLAZA
CUBIC TRANSPORTATION
SYSTEM
CULVER FRANCHISING SYSTEM
CURIO BY HILTON
CVS

D

DAIRY QUEEN
DALLAS AREA RAPID TRANSIT
(DART)
DAYS INN
DAZZLER BY WYNDHAM
DEL TACO
DELAWARE RIVER PORT
AUTHORITY

DELTA HOTELS
DENNY'S
DENTSPLY INTL INC.
DESIGN HOTELS
DIRECT BUY (OR DIRECTBUY)
DIRECT BUY (OR DIRECTBUY)
ASSOCIATES

DO IT BEST
DOLCE HOTELS & RESORTS
DOLLAR RENT-A-CAR
DONLEN CAR RENTAL
DOUBLETREE
DR'S OWN INC
DUNKIN' DONUTS

E

E & I HOLDINGS, INC.
ECONOLOGDE
EDIBLE ARRANGEMENTS
EDITION HOTELS
ELEMENT HOTELS
EMBASSY SUITES
ENTERPRISE CAR RENTAL

ENTERPRISE CAR SHARE
ENTERPRISE RIDE SHARE
ENTERPRISE TRUCK RENTAL
EPIC PHARMACY
ESPLENDOR HOTEL
EUROPCAR
EVEN HOTELS

EXCLUSIVE CHARTER SERVICE
EXECUTIVE RESIDENCY
EXOTIC CAR COLLECTION
EXPRESS SCRIPTS INC.
EXXONMOBIL (EXXON, MOBIL)*
EYE CARE CENTERS

F

FAIRFIELD INN & SUITES
FAIRMONT HOTELS & RESORTS
FAMOUS DAVE'S
FASTSIGNS INTERNATIONAL
FIRE HOUSE SUBS

FISH CITY GRILL
FLASH FOODS
FLOORING AM
FLOORING AMERICA
FLOORING USA

FLOORS TO GO
FLORIDA SUNPASS
FLORIDA SUNRAIL
FLOWERAMA OF AMERICA
FLYING J INC.*

FOCUS BRANDS
FORT WORTH TRANSIT
AUTHORITY

FOUR POINTS BY SHERATON
FOUR SEASONS HOTELS &
RESORTS

FUZZY'S TACOS

G

GATE PETROLEUM*
GATORS DOCKSIDE GROUP, INC.
GAYLORD HOTELS
GCO CARPET OUTLET
GENERAL NUTRITION CENTER
(GNC)
GEORGIA REGIONAL
TRANSPORTATION AUTHORITY
(GRTA)

GETGO CONVENIENCE STORES*
GETTY OIL (GETTY, LUKOIL)*
GIANNI VERSACE
GLO HOTEL
GLOBAL PARTNERS MGMT LLC
GODDARD SCHOOL, THE
GODDARD SYSTEMS, INC
GOLD'S GYM
GOODWILL INDUSTRIES

GOODWILL INTERNATIONAL
GRAND HYATT
GRAND MERCURE
GREAT FRAME-UP, THE
GREENE TURTLE FRANCHISING
CORPORATION
GREYHOUND BUS LINES INC.
GULF OIL*
GYMBOREE

H

H&R BLOCK
HAAGEN-DAZS SHOPPE
COMPANY, INC
HALLMARK CARDS, INC.
HAMPTON INN
HANNOUSH
HARDEE'S
HARLEY DAVIDSON INC.
HAU LUXE HOTELS
HAWTHORN SUITES BY
WYNDHAM
HEAVENLY HAMS
HERMAN MILLER
HERTZ CAR RENTAL

HERTZ TRUCK & VAN RENTAL
HILTON GARDEN INN
HILTON GRAND VACATIONS
HILTON HOTELS & RESORTS
HOLIDAY INN
HOLIDAY INN CLUB VACATIONS
HOLIDAY INN EXPRESS
HOLIDAY INN SELECT
HOME2 SUITES
HOMWOOD SUITES
HOOTERS
HOSEASONS HOTELS
HOTEL F1
HOTEL INDIGO

HOULIHAN'S
HOWARD JOHNSON
HUAZHU HOTELS
HURRICANE AMT LLC
HURRICANE GRILL AND WINGS
HYATT
HYATT CENTRIC
HYATT HOUSE
HYATT PLACE
HYATT REGENCY
HYATT RESIDENCE CLUB
HYATT ZILARA
HYATT ZIVA

I

IBIS BUDGET
IBIS HOTELS
IBIS STYLES
INTELLIGENT ELECTRONICS

INTERCONTINENTAL HOTEL &
RESORTS
INTERNATIONAL DESIGN GUILD
INTERNATIONAL HOUSE OF
PANCAKES

INTERNATIONAL RAIL LLC
INTERRENT CAR RENTAL
ISLAND GLOBAL YACHTING (IGY)
MARINAS

J

JACK IN THE BOX
JACKSON HEWITT
JAMBA JUICE FRANCHISE –
JAMBA JUICE COMPANY

JAMES R GLIDEWELL DENTAL
JAMES VILLA HOLIDAYS
JASON'S DELI
JENNY CRAIG

JEFFY LUBE*
JIMBOY'S TACOS
JIMMY JOHNS
JW MARRIOTT

K

KAISER FDTN HEALTH PLAN
KAMPGROUNDS OF AMERICA
(KOA)
KENTUCKY FRIED CHICKEN

KIDVILLE FRANCHISE COMPANY
LLC
KIMPTON HOTELS &
RESTAURANTS

KINGSGATE HOTELS
KNIGHTS INN
KRISPY KREME DOUGHNUTS
CORP.

L

LA QUINTA
LABCORP OF AMERICA

LAKE EXPRESS LLC
LAKESIDE OIL*

LANDAL GREENPARKS
LAS VEGAS MONORAIL

LE MERIDIEN
LEADING HOTELS OF THE WORLD
LIGHTING ONE
LIGHTING ONE – FRANCHISE
LIONS BRIDGE CONTRACTOR GR

LONG ISLAND RAILROAD (LIRR)
LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY
(LA METRO)

LOVE'S TRAVEL STOPS*
LUBY'S FUDDRUCKERS
LUXOTTICA OF AMERICA INC.
LUXURY COLLECTION, THE

M

M GALLERY
MAB PAINTS
MAGGIORE CAR RENTAL
MAILBOXES ETC. – UPS STORE
MAINSTAY SUITES
MAMA SHELTER
MANDARIN ORIENTAL
MAPCO EXPRESS
MARGARITAVILLE VACATION
CLUB
MARRIOTT EXECUTIVE
APARTMENTS
MARRIOTT HOTELS
MARRIOTT VACATION CLUB
MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
(MBTA)
MASSAGE ENVY LIMITED, LLC

MAVERIK COUNTRY STORES
MAYO CLINIC
MCALISTER'S
MCDONALD'S
MEDICAL MANAGEMENT INTERN
MEDICAP PHARMACY
MEDICINE SHOPPE PHARMACY
MEDIFAST INC
MEINEKE CAR CARE CENTERS
MELTING POT, THE
MERCK SHARP & DOHME CORP
MERCURE HOTELS
METRO-NORTH RAILROAD (MTA)
METROPOLITAN ATLANTA RAPID
TRANSPORTATION AUTHORITY
(MARTA)

METROPOLITAN TRANSIT
AUTHORITY OF HARRIS COUNTY,
TEXAS (METRO)
MICROTEL
MICROTEL INNS & SUITES BY
WYNDHAM
MILLENNIUM HOTEL
MIRAVAL RESORTS
MISTER NEAT'S FORMAL WEAR
MOE'S SOUTHWEST GRILL
MONKEY JOE'S
MORONGO BAND OF MISSION
INDIANS
MOTOPHOTO
MOXY HOTELS
MTA BRIDGES AND TUNNELS
MURPHY USA*
MUSIC GO ROUND

N

NASCAR
NATIONAL CAR RENTAL
NEVADA BOB'S DISCOUNT GOLF
& TENNIS
NEW YORK CITY TRANSIT
AUTHORITY (NYCTA)

NEW YORK METROPOLITAN
TRANSPORTATION AUTHORITY
(MTA)
NJ TRANSIT
NORTHERN INDIANA COMMUTER
TRANSPORTATION DISTRICT
(NICTD)

NOVASOL
NOVOTEL
NUTRI SYSTEM WEIGHT LOSS
CENTERS
NY WATERWAY

O

OIL EXPRESS
ONCE UPON A CHILD

ORANGE COUNTY
TRANSPORTATION
AUTHORITY (CA)

OUR OWN HARDWARE

P

PACKAGING PLUS
PACKAGING STORE
PANDORA JEWELRY LLC
PANTRY, THE
PAPA JOHN'S
PARK HYATT
PARK INN BY RADISSON
PARK PLAZA
PARTY CITY
PAYLESS CAR RENTAL
PEGASUS TRANSPORT SERVICES
INC.

PERKIN ELMER
PERKINS FAMILY RESTAURANTS
PETRO STAR*
PHILIPS ELECTRONICS NORTH
PHOENIX WHOLESALE LLC
PIE FIVE PIZZA
PILOT OIL*
PINCH-A-PENNY
PIZZA HUT
PLANET SMOOTHIE
PLATO'S CLOSET / WINMARK
CORPORATION

PLAY IT AGAIN SPORTS
POPEYE'S CHICKEN & BISCUITS –
AFC ENT.
PORT AUTHORITY OF NEW YORK/
NEW JERSEY
PORT AUTHORITY TRANS-
HUDSON AUTHORITY (PATH)
PORT AUTHORITY TRANSIT
CORPORATION (PATCO)
PORT IMPERIAL FERRY CORP.
PORTABLE ON DEMAND (PODS)
POTBELLY SANDWICH WORKS

POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION
(PRTC)
PREFERRED HOTELS
PRIZEOTEL

PRO SOURCE
PRO SOURCE WHOLESAL
FLOORING
PROTEA HOTELS

PS TX GROUP
PULLMAN HOTELS
PURE BEAUTY/REGIS
CORPORATION

Q

QDOBA MEXICAN RESTAURANTS
QUAKER STATE MINUTE LUBE
QUAKER STEAK & LUBE
FRANCHISING CORP.

QUALITY INN
QUEST DIAGNOSTICS
QUIK TRIP*

QUIZNO'S
QUROVUS COLLECTION

R

RADISSON
RADISSON BLU
RADISSON COLLECTION
RADISSON RED
RAFFLES
RAMADA WORLDWIDE
RAY/BURGER FI FRANCHISE
EXPANSION

RCI
REGISTRY COLLECTION, THE
RELAIS & CHATEAUX
RENAISSANCE HOTELS
RESCUE ROOTER
RESIDENCE INN
RITZ-CARLTON

ROADRUNNER SHUTTLE AND
LIMOUSINE SERVICE
RODEWAY INN
ROGER DUNN GOLF SHOPS
RONALD MCDONALD HOUSE
ROTELLI PIZZA AND PASTA
RUG DÉCOR

S

SADIE HOTELS
SAN FRANCISCO BAY AREA RAPID
TRANSIT (BART)
SAN MATEO COUNTY TRANSIT
DISTRICT (CALTRAIN)
SCHLOTZSKY'S
SEASTREAK LLC
SEBEL, THE
SERVICEMASTER CLEAN
SHAKE SHACK
SHANE'S RIB SHACK
SHEETZ*
SHELL OIL*
SHELL VACATION CLUB
SHEPLER'S INC.
SHERATON
SIEMENS CORPORATION
SINCLAIR OIL*
SIR SPEEDY
SIXT CAR RENTAL
SIZZLER INTERNATIONAL
SLEEP INN

SMALL LUXURY HOTELS
SMOOTHIE KING SYSTEMS INC
SOFITEL
SONESTA INTERNATIONAL
HOTELS CORP
SONIC
SONNY'S REAL PIT BAR-B-Q
SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
(SFRTA)
SOUTH WEST GA OIL*
SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY
(SEPTA)
SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY
(METROLINK)
SOUTHWEST OHIO REGIONAL
TRANSIT AUTHORITY (SORTA)
SPEEDWAY SUPER AMERICA
SPINX COMPANY, THE
SPORTS CLIPS
SPRINGHILL SUITES

ST. REGIS
STANLEY STEAMER
STARBUCKS COFFEE COMPANY
STARWOOD HOTELS
STAYBRIDGE SUITES
STEAMSHIP AUTHORITY
(MARTHA'S VINEYARD)
STONE MOUNTAIN/GCO CARPET
OUTLET
STRIDE RITE
SUBURBAN EXTENDED STAY
HOTEL
SUBWAY
SUNOCO*
SUPER 8
SURESTAY COLLECTION BY BEST
WESTERN
SURESTAY HOTEL
SURESTAY PLUS HOTEL
SWISS COLONY STORES
SWISSOTEL
SYLVAN LEARNING CENTER –
NUGUENOT ENT.

T

TACO BELL
TERMINIX
TESORO REFINING
TEXOR PETROLEUM

THALASSA HOTELS
THRIFTY CAR RENTAL
TILTED KILT
TIM HORTON'S / TDL GROUP

TIN DRUM ASIA CAFÉ LLC
TOWNEPLACE SUITES
TRADEMARK COLLECTION
TRAVEL CENTERS OF AMERICA*

TRAVELODGE
TRIBOROUGH BRIDGE AND
TUNNELS (MTA)

TRANE COMPANY, THE
TRIBUTE PORTFOLIO
TROPICAL SMOOTHIE FRANCHISE

TRU BY HILTON
TRYP BY WYNDHAM
TURIN BICYCLE EVANSTON TD

U

UBEEQO CAR RENTAL
UNBOUND COLLECTION BY
HYATT
UNBOUND COLLECTION
HOTELS, THE

UNITED CONSUMER CLUB
UNITED DRUGS
UNITED HEALTHCARE SERVICES
UNITED OIL*

UNO'S RESTAURANT
UTAH TRANSIT AUTHORITY (UTA)

V

VALERO*
VALLEY METRO RAIL, INC. (AZ)

VALVOLINE INSTANT OIL CHANGE
VCA INC.

VIB HOTELS BY BEST WESTERN
VPSI INC. (VRIDE)

W

W HOTELS
WAFFLE HOUSE
WALDORF ASTORIA
WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY
(WASHINGTON METRO)
WAWA*
WENDY'S
WESTERN SIZZLIN STEAKHOUSE
WESTIN

WHATABURGER
WHICH WICH
WHITE HEN PANTRY
WIEGELS*
WILCOHESS (HESS, WILCO)*
WINE STYLES
WINGATE BY WYNDHAM
WINMARK CORPORATION
WORLD FUEL SERVICE*
WORLD HOTELS

WORLD OF BEER
WORLDMARK BY WYNDHAM
WOW CAFÉ AND WINGERY
FRANCHISING LLC
WYNDHAM CLUB BRASIL
WYNDHAM GARDEN INN
WYNDHAM GRAND
WYNDHAM HOTELS & RESORTS
WYNDHAM VACATION RENTALS

X, Y, Z

YOUR PIE FRANCHISING INC
ZAX, INC.

ZIPCAR
ZISLIS – R&B

ZOUP FRESH SOUP CO.

* Petroleum Merchant

Puerto Rico and the U.S. Virgin Islands Only

0-10

7-ELEVEN*

A

A H RIISE GIFT SHOP INC
AAA CAR RENTAL
ABG – AVIS BUDGET GROUP
(GLOBAL)
AC HOTELS
ACADEMIA MARIA REINA
ACADEMIA PERPETUO SOCORRO
ACCORHOTELS
ACE INTERNATIONAL
ACHA TRADING
ADAGIO ACCESS
ADAGIO CITY APARTHOTEL
ADAGIO PREMIUM
ADVANCE AUTO PARTS
AEROSTAR AIRPORT HOLDINGS
AIDEN BY BEST WESTERN
AIRPORT AVIATION SERVICES

AIRPORT CONNECTION, INC.
ALAMO CAR RENTAL
ALL TUNE & LUBE
ALLEGRA NETWORK
ALLIED RENTAL
ALOFT HOTELS
ALOHA PETROLEUM*
ALPHAGRAPHS
AMBIENTE MODERNO, INC.
AMERICAN AIRLINES (GLOBAL)
AMERICAN FASTSIGNS
AMERICAN HOME SHIELD
AMERICAN YACHI HARBOR
AMERICAS BEST VALUE INN
AMERICINN BY WYNDHAM
ANDAZ HOTELS
ANOTHER BROKEN EGG

AOR BUILDING SUPPLIES
APEX CAR RENTAL
ARBY'S
ASCEND HOTELS
AT&T MOBILITY II, LLC
AU BON PAIN
AUTO CARE CORPORATION
AUTO EXPRESO
AUTO ZONE, INC.
AUTOCENTRO TOYOTA
AUTOGERMANA BMW
AUTOGRAPH COLLECTION
HOTELS
AUTORIDAD DE ACUEDUCTOS Y
ALCANTARILLADOS
AVID HOTELS
AVIS CAR RENTAL

B

BAHIA BEACH GLOBAL
BALDWIN SCHOOL, THE
BALLERINA JEWELERS – USVI
BARBERITOS FRANCHISING, INC
BAYMONT INN & SUITES
BED BATH AND BEYOND
BEEF "O" BRADY'
BEST BUY COMPANY, INC.
(GLOBAL)
BEST WESTERN HOTELS
BEST WESTERN PLUS

BEST WESTERN PREMIER
BICYCLE SOLUTIONS
BLUE AND GOLD FLEET LP
BODY SHOP, THE
BOJANGLES RESTAURANTS, INC.
BOTTLES
BP AMOCO (BP, AMOCO)*
BRINKER CHILIS
BRUEGGER'S BAGEL BAKERY
BUCCANEER HOTEL, THE
BUDGET CAR RENTAL

BUDGET TRUCK RENTAL
BUFFALO WILD WINGS
BULGARI HOTELS
BURGER 21 INC.
BURLINGTON COAT FACTORY
BW BEST WESTERN
BW BEST WESTERN PLUS
BW PREMIER COLLECTION
BW SIGNATURE COLLECTION BY
BEST WESTERN
BWP PREMIER WESTERN UNION

C

CAMBRIA HOTELS
CANDLEWOOD SUITES
CANOPY BY HILTON HOTELS
CAPARRA COUNTRY CLUB
CAPARRA MOTOR SERVICES
CAPRIOTTI'S SANDWICH SHOP,
INC
CAR2GO
CAREY LIMOUSINE
CARGO AIRPORT SERVICES
CARIBBEAN INTERNET SRV GR
CARLSON HOTELS
CARLSON WAGONLIT TRAVEL

CARPET ONE
CARQUEST
CASA ZENITH
CASEY'S GENERAL STORE
CATALINA RESTAURANT GROUP
CAYO CARIBE
CBC RESTAURANT
CORPORATION
CEMEX PR
CENTERLINE CAR RENTALS
CH CAROLINA HERRERA
CHAMPION AUTO PARTS
CHARLIE CAR RENTAL

CHARMS INT'L, INC. – USVI
CHEDDARS
CHEESECAKE FACTORY, THE
CHEVRON CORPORATION
(CHEVRON, TEXACO)*
CHEVY'S
CHICK-FIL-A
CHICKEN EXPRESS
CHICOS RETAIL SERVICES, INC.
CHOICE HOTELS
CINNABON
CIRCLE K*
CITGO*

CKE RESTAURANTS
 CLARION INN
 CLARK BRANDS
 CLUB WYNDHAM
 COLEGIO SAN JOSE
 COMERICA US DEPT TREASURY
 COMFORT INN AND SUITES
 COMPUTERLAND
 CONOCOPHILLIPS(76, CONOCO,
 PHILLIPS66)*
 CONRAD HOTELS

COPA/ARP
 COPAMARINA BEACH RESORT
 COPTHORNE HOTEL
 CORP FONDO DEL SEGURO DEL
 ESTADO (CFSE)
 CORPORATE CATERERS INC.
 COTTMAN TRANSMISSIONS
 COUNTRY INNS & SUITES BY
 CARLSON
 COURTYARD MARRIOTT
 COX TARGET MEDIA

CRABTREE & EVELYN
 CRAYOLA RETAIL STORES
 CRIM
 CROWN BRANDS
 CROWNE PLAZA
 CUBIC TRANSPORTATION
 SYSTEM
 CULVER FRANCHISING SYSTEM
 CURIO BY HILTON
 CVS PHARMACY

D

DAIRY QUEEN
 DARDEN RESTAURANTS
 DAYS INN
 DAZZLER BY WYNDHAM
 DEL TACO
 DELTA HOTELS
 DELUXEADS
 DEPARTAMENTO DE HACIENDA

DESIGN HOTELS
 DIAMONDS INTERNATIONAL –
 BVI
 DIREC TV
 DIRECT BUY (OR DIRECTBUY)
 DIRECT BUY (OR DIRECTBUY)
 ASSOCIATES
 DO IT BEST

DOLCE HOTELS & RESORTS
 DOLLAR RENT-A-CAR
 DONLEN CAR RENTAL
 DORADO BEACH RESORT & CLUB
 DOUBLETREE
 DR'S OWN INC
 DTOP
 DUFRY

E

E & I HOLDINGS, INC.
 EC WASTE, INC.
 ECONO LODGE
 ECONO RIAL
 EDIBLE ARRANGEMENTS
 EDITION HOTELS
 EHI – ENTERPRISE HOLDINGS
 (GLOBAL)
 EL NUEVO DIA
 ELEMENT HOTELS

EMERALD BEACH RESORT
 EMBASSY SUITES
 EMPIRE GAS COMPANY
 EMPRESAS BERRIOS, INC.
 ENTERPRISE CAR RENTAL
 ENTERPRISE CAR SHARE
 ENTERPRISE RIDE SHARE
 ENTERPRISE TRUCK RENTAL
 EPIC PHARMACY
 ESJ TOWERS

ESPLENDOR HOTEL
 EUROPCAR
 EVEN HOTELS
 EVERTEC, INC.
 EXCLUSIVE CHARTER SERVICE
 EXECUTIVE RESIDENCY
 EXOTIC CAR COLLECTION
 EXXONMOBIL (EXXON, MOBIL)*
 EYE CARE CENTERS

F

FAIRFIELD INN & SUITES
 FAIRMONT HOTELS & RESORTS
 FASTSIGNS INTERNATIONAL
 FERRETERIA MADERAS 3C INC.
 FISH CITY GRILL
 FLAGSHIP VOLKSWAGEN
 FLASH FOODS

FLOORING AMERICA
 FLOORS TO GO
 FLOWERAMA OF AMERICA
 FLYING J INC.*
 FOCUS BRANDS
 FOGO DE CHAO
 FOOD CENTER SUPERMARKET

FOOT LOCKER INC.
 FOUR POINTS BY SHERATON
 FOUR SEASONS HOTELS &
 RESORTS
 FRESH MART
 FUZZY'S TACOS

G

GAP (GLOBAL)
 GARAGE ISLA VERDE INC.
 GATE PETROLEUM*
 GATORS DOCKSIDE GROUP, INC.
 GAYLORD HOTELS
 GENERAL NUTRITION CENTER
 (GNC)

GETGO CONVENIENCE STORES*
 GETTY OIL (GETTY, LUKOIL)*
 GIANNI VERSACE
 GLAZERS PREMIER DISTRIBUT
 GLO HOTEL
 GODDARD SCHOOL, THE
 GODDARD SYSTEMS, INC

GOMEZ HERMANOS KENNEDY
 LLC
 GOODWILL INDUSTRIES
 GOODWILL INTERNATIONAL
 GRAND HYATT
 GRAND MERCURE
 GRAYBAR ELECTRIC INC.

GREAT FRAME-UP, THE

GREENE TURTLE FRANCHISING
CORPORATIONGULF OIL*
GYMBOREE

H

H&R BLOCK
HAAGEN-DAZS SHOPPE
COMPANY, INC
HALLMARK CARDS, INC.
HAMPTON INN
HANNOUSH
HARDEE'S
HAU LUXE HOTELS
HAWTHORN SUITES BY
WYNDHAM
HEAVENLY HAMS
HERMAN MILLER
HERTZ
HERTZ CAR RENTAL
HERTZ TRUCK & VAN RENTAL
HILTON GARDEN INNHILTON GRAND VACATIONS
HILTON HOTELS & RESORTS
HOLIDAY INN
HOLIDAY INN CLUB VACATIONS
HOLIDAY INN EXPRESS
HOLIDAY INN SELECT
HOME2 SUITES
HOME DEPOT (GLOBAL)
HOMEWOOD SUITES
HOOTERS
HOSEASONS HOTELS
HOSPITAL AUXILIO MUTUO
HOTEL F1
HOTEL INDIGO
HOULIHAN'SHOWARD JOHNSON
HUAZHU HOTELS
HUMANA INSURANCE PONCE
HURRICANE AMT LLC
HURRICANE GRILL AND WINGS
HYATT
HYATT CENTRIC
HYATT HOUSE
HYATT INTERNATIONAL
(GLOBAL)
HYATT PLACE
HYATT REGENCY
HYATT RESIDENCE CLUB
HYATT ZILARA
HYATT ZIVA

I

I STORAGE
IBIS BUDGET
IBIS HOTELS
IBIS STYLES
IKEAINDITEX
INGERSOLL RAND COMPANY
INNOVATIVE TELEPHONE
INTELLIGENT ELECTRONICS
INTERCONTINENTAL HOTEL &
RESORTSINTERNATIONAL DESIGN GUILD
INTERRENT CAR RENTAL
ISLAND GLOBAL YACHTING (IGY)
MARINAS

J

J C PENNEY (GLOBAL)
J PICA Y CO
JACK IN THE BOX
JACKSON HEWITT
JAMBA JUICE FRANCHISE –
JAMBA JUICE COMPANYJAMES VILLA HOLIDAYS
JASON'S DELI
JASPER CORP
JENNY CRAIG
JEWELSJIFFY LUBE*
JIMBOY'S TACOS
JIMMY JOHNS
JOHNSON & JOHNSON CORP
JW MARRIOTT

K

KAMPGROUNDS OF AMERICA
(KOA)
KERING (GLOBAL)
KIDVILLE FRANCHISE
COMPANY LLCKIMPTON HOTELS &
RESTAURANTS
KINGSGATE HOTELS
KNIGHTS INNKONNEKTIVE LLC
KOPER FURNITURE INC.

L

LA CEIBA INC.
LA HACIENDA MEAT CENTER
LA QUINTA
LAKESIDE OIL*
LANDAL GREENPARKS
LE MERIDIENLEADING HOTELS OF THE WORLD
LIBERTY CABLEVISION OF PR
LIGHTING ONE
LIMITED BRANDS INC.
LINEAS AEREAS COSTARRICEN
LOUIS VUITTON (GLOBAL)LOVE'S TRAVEL STOPS*
LUBY'S FUDDRUCKERS
LUXOTTICA RETAIL NORTH AM
LUXURY COLLECTION, THE

M

M GALLERY
M H REINHOLD & DAUGHTERS
MAB PAINTS
MACYS INC.
MADRID TRAVEL INC.
MAGGIORE CAR RENTAL
MAILBOXES ETC. – UPS STORE
MAINSTAY SUITES
MAMA SHELTER
MANDARIN ORIENTAL
MAPCO EXPRESS
MAPFRE PRAICO
MARGARITAVILLE VACATION CLUB
MARIO PAGAN REST
MARRIOTT EXECUTIVE APARTMENTS
MARRIOTT (GLOBAL)

MARRIOTT HOTELS
MARRIOTT VACATION CLUB
MASSAGE ENVY LIMITED, LLC
MAVERIK COUNTRY STORES
MCALISTER'S
MCS HEALTHCARE HOLDINGS I
MEDICAL MANAGEMENT INTERN
MEDICAP PHARMACY
MEDICINE SHOPPE PHARMACY
MEDIFAST INC
MEDPHARM SERVICES LLC
MEDTRONIC
MEINEKE CAR CARE CENTERS
MELTING POT, THE
MERCURE HOTELS
MICROSOFT CORPORATION (GLOBAL)

MICROTEL
MICROTEL INNS & SUITES BY WYNDHAM
MILLENNIUM HOTEL
MIRAVAL RESORTS
MITCHELL GOLD & BOB WILLI
MLM RESTAURANTS INC
MOE'S FRESH MARKET
MOE'S SOUTHWEST GRILL
MONKEY JOE'S
MONRAJ VI INC
MORONGO BAND OF MISSION INDIANS
MOTOPHOTO
MOXY HOTELS
MSI TILE & BATH
MURPHY USA*
MUSIC GO ROUND

N

NASCAR
NATIONAL CAR RENTAL
NEVADA BOB'S DISCOUNT GOLF & TENNIS

NORDSTROM
NORTH WEST MAP, THE
NOVASOL

NOVOTEL
NOVUS INC
NUTRI SYSTEM WEIGHT LOSS CENTERS

O

OFFICE DEPOT (GLOBAL)
OIL EXPRESS
OIL NUT BAY PROPERTY RENTALS LIMITED

OLDACH ASSOCIATES
OLIVE HOTEL
ONCE UPON A CHILD

OUR OWN HARDWARE

P

PACKAGING PLUS
PACKAGING STORE
PALACIOS
PALMAS DEL MAR HOMEOWNERS
PANTRY, THE
PARK HYATT
PARK INN BY RADISSON
PARK PLAZA
PAYLESS CAR RENTAL
PENSKE AUTOMOTIVE GROUP
PEP BOYS, THE
PERKINS FAMILY RESTAURANTS
PETRO STAR*
PETSMART INC

PF CHANGS CHINA BISTRO
PHILLIPS – VAN HEUSEN CRP
PIE FIVE PIZZA
PILOT OIL*
PINCH-A-PENNY
PLANET SMOOTHIE
PLATO'S CLOSET / WINMARK CORPORATION
PLAY IT AGAIN SPORTS
PLAZA EXTRA
PORTABLE ON DEMAND (PODS)
POPULAR MORTGAGE
POTBELLY SANDWICH WORKS
PPG INDUSTRIES INC
PR DEPT STATE FILING

PR ELECTRIC POWER AUTHORITY (AEE)
PRAXAIR PUERTO RICO
PREFERRED HOTEL GROUP
PREFERRED HOTELS
PRICEMART
PRIZEOTEL
PROTEA HOTELS
PUEBLO INC
PUERTO DEL REY
PUERTO RICO TELEPHONE
PUERTO RICO WIRE PROD INC
PULLMAN HOTELS
PURE BEAUTY/REGIS CORPORATION

Q

QDOBA MEXICAN RESTAURANTS

QUAKER STATE MINUTE LUBE

QUAKER STEAK & LUBE
FRANCHISING CORP.

QUALITY INN
QUALITY FOOD ST. CROIX

QUIK TRIP*
QUROVUS COLLECTION

R

RADISSON
RADISSON BLU
RADISSON COLLECTION
RADISSON RED
RAFFLES
RALPHS FOOD WAREHOUSE INC
RAMADA WORLDWIDE
RAY/BURGER FI FRANCHISE
EXPANSION
RCI
REFRICENTRO ARECIBO II

REGISTRY COLLECTION, THE
RELAIS & CHATEAUX
RELOJES & RELOJES MYGZ INC
RENAISSANCE HOTELS
RESCUE ROOTER
RESIDENCE INN
RESIDEO TECHNOLOGIES INC.
REST. COMPOSTELLA
RIMCO INC
RITZ-CARLTON

RODEWAY INN
ROGER DUNN GOLF SHOPS
ROMANOS MACARRONI & GRILL
RONALD MCDONALD HOUSE
ROOMS TO GO STATE FURNITURE
ROTELLI PIZZA AND PASTA
ROYAL CARIBBEAN
RSTR METROPOL INC
RUG DÉCOR
RUTH'S CHRIS STEAKHOUSE

S

SADIE HOTELS
SAN JUAN & BEACH CLUB HOT
SCHLOTZSKY'S
SEARS (GLOBAL)
SEBEL, THE
SERAFINA BEACH HOTEL
SERVICEMASTER CLEAN
SHAKE SHACK
SHANE'S RIB SHACK
SHEETZ*
SHELL OIL*
SHELL VACATION CLUB
SHEPLER'S INC.
SHERATON
SHERWIN-WILLIAMS CO
SIMED CCP
SINCLAIR OIL*
SIR SPEEDY
SIX CONTINENTS (IHG)

SIXT CAR RENTAL
SLEEP INN
SMALL LUXURY HOTELS
SMOOTHIE KING SYSTEMS INC
SOFITEL
SONESTA INTERNATIONAL
HOTELS CORP
SONIC
SONNY'S REAL PIT BAR-B-Q
SOPR
SOUTH WEST GA OIL*
SPEEDWAY SUPER AMERICA
SPINX COMPANY, THE
SPORTS CLIPS
SPRINGHILL SUITES
ST. REGIS
STANLEY STEAMER
STARFISH MARKET INC
STARWOOD HOTELS

STAYBRIDGE SUITES
STONE MOUNTAIN/GCO CARPET
OUTLET
STRIDE RITE
STT SHIPCHANDLING
SUBURBAN EXTENDED STAY
HOTEL
SUNOCO*
SUPER 8
SUPERMAX
SUPERMERCADO MR SPECIAL
SURESTAY COLLECTION BY BEST
WESTERN
SURESTAY HOTEL
SURESTAY PLUS HOTEL
SWISS COLONY STORES
SWISSOTEL
SYLVAN LEARNING CENTER –
NUGUENOT ENT.

T

TASIS DORADO INC
TESORO REFINING
TEXOR PETROLEUM
THALASSA HOTELS
THERMO FISHER SCIENTIFIC
THRIFTY CAR RENTAL
TICKET CENTER
TILTED KILT
TIM HORTON'S / TDL GROUP

TIN DRUM ASIA CAFÉ LLC
TJX COMPANIES
TM OFF SHORE INSURANCE
T-MOBILE
TO GO STORES GULF
TOWNEPLACE SUITES
TRADEMARK COLLECTION
TRADEWINDS
TRANE COMPANY, THE

TRAVEL CENTERS OF AMERICA*
TRAVELODGE
TRIBUTE PORTFOLIO
TRIPLE SSS
TROPICAL SMOOTHIE FRANCHISE
TRU BY HILTON
TRYP BY WYNDHAM

U

UBEEQO CAR RENTAL

UNBOUND COLLECTION BY
HYATT

UNBOUND COLLECTION HOTELS,
THE

UNITED CONSUMER CLUB
UNITED DRUGS
UNITED OIL*
UNITED STATES POSTAL SERVICE

UNIVER.DEL SAGRDO.CORAZON
UNIVERSAL GROUP
UNIVERSIDAD DE PR
UNIVERSIDAD INTERAMERICNA

UNIVERSIDAD POLITECNICA
UNO'S RESTAURANT
US CONCRETE

V

VALERO*
VALVOLINE INSTANT OIL CHANGE
VI WAPA

VIB HOTELS BY BEST WESTERN
VIN'US
VIVA CARPETS & HOME

VPSI INC. (VRIDE)

W

W HOTELS
WAFFLE HOUSE
WALDORF ASTORIA
WALGREEN COMPANY
WAL-MART (GLOBAL)
WARREN DEL CARIBE
WAWA*
WESTERN SIZZLIN STEAKHOUSE
WESTIN
WHATABURGER
WHICH WICH

WHITE HEN PANTRY
WIEGELS*
WILCOHESS (HESS, WILCO)*
WILLIAMS SONOMA
WILO EATERY & BAR
WINDWARD PASSAGE HOTEL
WINE STYLES
WINGATE BY WYNDHAM
WINMARK CORPORATION
WORLD FUEL SERVICE*
WORLD HOTELS

WORLD OF BEER
WORLDMARK BY WYNDHAM
WOW CAFÉ AND WINGERY
FRANCHISING LLC
WWW.LIVECAREER.COM
WYNDHAM CLUB BRASIL
WYNDHAM GARDEN INN
WYNDHAM GRAND
WYNDHAM HOTELS & RESORTS
WYNDHAM VACATION RENTALS

X, Y, Z

YACH HAVEN GRANDE
YOUR PIE FRANCHISING INC
ZAX, INC.

ZIPCAR
ZISLIS – R&B
ZOUP FRESH SOUP CO.

* Petroleum Merchant

Appendix L: Auto-Enablement Data Requirements

The following data elements may be required with respect to merchant Auto-Enablement under the Program. Participant should refer to the *American Express Technical Specifications* for more information:

- Seller ID
- Previous Seller ID
- Industry SE Number
- Previous Industry Level SE Number
- Existing American Express SE (if there is one)
- Seller Business Registration Number/RFC*
- Seller Business DBA
- Seller Business Street Address
- Seller Business City
- Seller Business State
- Seller Business Postal Code
- Seller Business Country Code
- Seller Business Phone Number
- Seller MCC
- Sales Channel Indicator
- Sales Channel Name
- Sales Representative ID
- ISO Registration Number
- Participant Sign Date

*The valid data provision Participant must capture is Program Merchant's Tax Identification Number. Please refer to the *American Express Technical Specifications* for further information.

Appendix M: Glossary of Terms

Activation Rate

Has the meaning given in the Program Agreement.

Affiliate

Any Entity that Controls, is Controlled by, or is under common Control with a party, including its subsidiaries.

Agreement—See [Program Agreement or Agreement](#).

American Express® 360Connect or Amex 360Connect

An online tool that allows for access to Program sales tools and marketing materials, the *Operating Regulations*, training materials, and product information to equip designated personnel to sell Card acceptance, made available at connect.amex360.com.

American Express Brand

The American Express name, trademarks, service marks, logos, and other proprietary designs and designations and the imagery owned by American Express or an American Express Affiliate and the goodwill associated with all of the foregoing and with all the goods and services now and in the future provided, marketed, offered, or promoted by American Express or an American Express Affiliate.

American Express Card or Cards

(i) Any card, account access device, or payment device or service in each case bearing an American Express or an American Express Affiliates' Marks and issued by an Issuer or (ii) a Card Number.

American Express Network or Network

The network of Merchants and the operational, service delivery, systems, and marketing infrastructure that supports this Network and the American Express Brand.

American Express Technical Specifications

The set of mandatory, conditional, and optional requirements to participate in the Program related to connectivity to the Network, electronic Transaction processing, and capturing of Merchant Data, which we may update from time to time, and which we make available on our website at connect.amex360.com or upon request from your American Express representative.

Amexco Data

Means Covered data as defined in the IPCR.

APA—See [Authorized Processor Agreement \(APA\)](#).

Applicable Law

(a) any law, statute, regulation, ordinance, or subordinate legislation in force from time to time to which a party or its Affiliates is subject; (b) the common law as applicable to the parties from time to time; (c) any court order, judgment, or decree that is binding on a party or its Affiliates; and (d) any directive, policy, rule, or order that is binding on a party or its Affiliates and that is made or given by a regulator, or other government or government agency, of, in the case of items (a) through (d) above, any country, or other national, federal, commonwealth, state, provincial, or local jurisdiction.

Application-initiated Transaction

A Transaction initiated by an electronic device (including, but not limited to, a mobile telephone, tablet, or wearable device) utilizing a merchant software application within the electronic device.

Approval

A message from American Express granting the Authorization in response to a request for Authorization from a Program Merchant, consisting of a six-digit Approval code.

Auditors

American Express auditors (including internal audit staff and external auditors), inspectors, regulators, and other representatives as American Express may from time to time designate to perform audits and annual reviews relating to the Program.

Authorization

The process of a Program Merchant obtaining an approval code for a Charge from American Express.

Authorization Services

Services permitting a Program Merchant to obtain Authorizations from American Express.

Authorized Processor

A processor in good standing with American Express under an Authorized Processor Agreement between the processor and American Express.

Authorized Processor Agreement (APA)

Has the meaning given in the Agreement.

Authorized Signer

A person who is an authorized signing officer of the Program Merchant and is bound by the Merchant Agreement and has the authority to bind the merchant.

Auto-Enable or Auto-Enablement

The process of entitling Program Merchant Prospects that are not currently accepting Cards to begin accepting in the manner described in these Operating Regulations. Auto-Enablement requires (without limitation) (a) all technical and legal work required to enable merchants to accept Cards under an appropriate contract and (b) communication necessary to inform Program Merchant Prospects that they have been enabled to accept Cards under an appropriate contract.

AXP Direct Merchant

A Program Merchant that was converted from the Program to a direct Card acceptance relationship with American Express after becoming a High CV Merchant.

AXP Fee Variance

The difference between (i) the total fees paid by Participant to American Express under this Agreement for a High CV Merchant during the applicable Non-Compliance Period and (ii) the total fees that the High CV Merchant would otherwise have owed American Express under its direct Card Acceptance Agreement with American Express during the Non-Compliance Period.

AXP Proprietary Merchant

Has the meaning given in the Agreement.

Brand Damaging Activity

Any of the activity listed in [Subsection 2.71. "Illegal or Brand Damaging Activity"](#) of the *Operating Regulations*.

Business Day

A day on which Participant's designated bank and American Express' designated bank are open for business.

Buy Now Pay Later Transaction Provider or BNPL — See [Installment Payment Transaction](#)**CAA** — See [Card Acceptance Agreement \(CAA\)](#).**CAP or Chain Affiliated Property**

A company headquarters' account used to link two or more Program Merchants that are affiliated.

Card — See [American Express Card or Cards](#).**Card Acceptance Agreement (CAA)**

An agreement between American Express and a merchant governing the merchant's Card acceptance.

Card Identification (CID) Number

A four-digit number printed on the Card.

Card Not Present Charge

A Charge for which the Card is not presented at the point of sale (e.g., Charges by mail, telephone, fax, or the Internet).

Card Number

A unique identifying number that an Issuer assigns to the Card when it is issued.

Card Present Charge

A Charge for which the physical Card and Cardmember are present at the point of sale, including In-Person Charges and Charges made at CATs.

Cardmember

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.

Cardmember Information

Any information about Cardmembers and Transactions, including, but not limited to, Transaction Data, and Cardmember name, addresses, Card Numbers, and CID Numbers.

CAS or Credit Authorization System

American Express' computerized credit and fraud system as defined in the Authorized Processor Agreement.

Charge

A payment or purchase made on the Card.

Charge Data

Data to be included in Submissions of Charge Records.

Charge Record

A reproducible (both paper and electronic) record of a Charge that complies with American Express' requirements and that contains the Card Number, Transaction date, dollar amount, Approval code, Cardmember signature (if applicable), and other information.

Charge Volume

With respect to each Program Merchant, total Charges on net purchases less Chargebacks, Credits, and any other amounts owed to American Express by such Program Merchant.

Chargeback

An amount which American Express is entitled to collect from Participant in accordance with the chargeback process provided in [Chapter 16, "Chargebacks and Inquiries"](#) of the *Operating Regulations*.

Chargeback Reversal

Removal of a previously posted Chargeback (also referred to as a Second Presentment).

Chargeback Time Frame

The time frame specified in the American Express Network rules in which an initial Chargeback must be exercised by an Issuer (from the date the Network processes the original Transaction that is being disputed).

Chip

An integrated microchip embedded on a Card containing Cardmember and account information.

Chip Card

A Card that contains a Chip and could require a PIN as a means of verifying the identity of the Cardmember or account information contained in the Chip, or both, (sometimes called a "smart card", an "EMV Card", or an "ICC" or "integrated circuit card" in our materials).

Chip Card Data

The information contained in the Chip on a Chip Card that is used to process Transactions.

Chip Enabled Device

A point-of-sale device having a valid and current EMVCo (www.emvco.com) approval/certification and that is capable of processing AEIPS compliant Chip Card Transactions.

Close Rate

The percentage of New Participant Merchants in a given measurement period signed by Participant to accept Visa or Mastercard that also sign simultaneously with Participant to accept Cards under the Program. For purposes of this Close Rate definition, New Participant Merchants means the Program Merchant Prospects that: (a) sign a Merchant Agreement with Participant during the applicable measurement period; and (b) are not Existing Participant Merchants or Existing American Express Merchants at the time they sign such Merchant Agreement.

Compelling Evidence

The additional types of documentation provided by the Program Merchant to demonstrate the Cardmember participated in the Transaction, received goods or services, or benefited from the Transaction.

Contactless

A technology enabling a Card or Mobile Device embedded with a radio frequency component (currently, Expresspay) to communicate with a radio frequency-enabled POS System to initiate a Transaction. See also [Expresspay](#).

Control and its derivatives Controlled and Controlling

With regard to any Entity the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest if not a stock corporation) of such Entity ordinarily having voting rights.

Covered Parties

Any or all of your employees, agents, representatives, subcontractors, processors, service providers, providers of your point-of-sale (POS) equipment or systems or payment processing solutions, entities associated with your American Express account, and any other party to whom you may provide Cardmember Information access in accordance with the Agreement.

Credit

The amount of the Charge that was refunded to Cardmembers for purchases or payments made on the Card.

Credit and Fraud Losses

Chargebacks and credit write-offs, arising in connection with charges for Cards or Other Payment Products submitted by Program Merchants for settlement that are not recoverable by Participant.

Customer Activated Terminal (CAT)

An unattended POS System (e.g., gasoline pump, vending machine, check-out kiosk).

Customer Identification Information (CII)

Has the meaning given in [Subsection 21.1.1. "Customer Identification and Verification Requirements"](#) of the *Operating Regulations*.

Customer Information Verification (CIV)

Has the meaning given in [Section 19.3. "Records Retention"](#) of the *Operating Regulations*.

Data Incident

Has the meaning given in the DSOP.

Data Security Operating Policy (DSOP)

The American Express Data Security Operating Policy, which is available at www.americanexpress.com/datasecurity.

Data Security Requirements (DSR)

The American Express Data Security Requirements for Program Merchants, which are available at www.americanexpress.com/dsr.

Debit Card

A Card that accesses a demand deposit, current, savings, or similar account. A Transaction is settled from the accessed account. A Debit Card is not a Prepaid Card.

Decline

A message from American Express denying the grant of Authorization in response to a request for Authorization from the Merchant.

Declined Authorization Protection Threshold

The maximum amount that can be settled following a declined Authorization for a Transit Contactless Transaction.

Digital Goods or Services

Digital merchandise or services downloaded or accessed via Internet or another file transfer process (e.g., movies, apps, games, virus scanning software).

Digital Wallet Application-initiated Transaction

An Application-initiated Transaction that is initiated by a digital wallet within a Mobile Device.

Digital Wallet Contactless-initiated Transaction

A contactless Transaction initiated by a digital wallet within a Mobile Device via the contactless interface.

Digital Wallet Magnetic Secure Transmission Transaction

A type of Digital Wallet Payment where a Transaction is initiated by a digital wallet within a Mobile Device via the magnetic stripe reader within a POS System.

Digital Wallet Payment

A Digital Wallet Contactless-initiated Transaction, Digital Wallet Application-initiated Transaction, and/or Digital Wallet Magnetic Secure Transmission Transaction conducted via a digital wallet, operated by an American Express approved third party wallet provider that resides on a Mobile Device.

Direct Sales Channel

Has the meaning given in the Agreement.

Disputed Charge

A Charge about which a claim, complaint, or questions has been brought.

DSOP—See [Data Security Operating Policy \(DSOP\)](#).

DSR—See [Data Security Requirements \(DSR\)](#).

ECV—See [Estimated Annual Charge Volume \(ECV\)](#).

E-commerce Transaction

The purchasing of physical or Digital Goods or Services using the Internet, an application, or electronic network on either a personal computer or Mobile Device including, but not limited to, Internet Transactions or Digital Wallet Application-initiated Transactions.

Electronic Signature or to Electronically Sign

An electronic sound, symbol, or process attached to or logically connected with an electronic contract or record, and executed or adopted by a person with a present intention to sign/ authenticate a record. Use of Electronic Signatures shall comply with all Applicable Laws governing electronic contracting, electronic signatures and electronic records requirements, including the Uniform Electronic Transaction Act, Uniform Computer Information Transactions Act, or any applicable state or local law equivalent, and industry standards for same.

End Beneficiary

A third-party that receives payments from an Installment Payment Provider. The End Beneficiary does not receive Card Information from the Installment Payment Provider. An End Beneficiary may also separately be a merchant that directly accepts the Card.

Entity

A corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

ESA Merchant

Has the meaning given in the Agreement.

ESA Program

American Express' External Sales Agent program.

Establishment

Any or all of a Program Merchant's locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that the Program Merchant adopts in the future.

Estimated Annual Charge Volume (ECV)

The annual Charges that the Participant estimates a Program Merchant Prospect will submit using a Card in the first twelve (12) months of such Program Merchant Prospect's participation in the Program. Please refer to [Appendix A. "American Express OptBlue® Program Pricing and Signing Guidelines"](#) for more information.

Existing American Express Merchant

A Program Merchant Prospect that is (i) enabled to accept Cards; or (ii) has been enabled to accept Cards in the prior twelve (12) months. This twelve (12) month period shall be measured from the date Participant submits either a set-up file or a Transaction to American Express for a new Program Merchant.

Existing Participant Merchant

A Program Merchant Prospect with which Participant, or any Participant Sales Entity, has a Merchant Agreement governing the merchant's acceptance of one or more Other Payment Products.

Expresspay

An American Express program that enables Contactless Transactions.

FBO Account

A bank account, not owned by Participant, which is created for the benefit of Participant's Program Merchants, and which may be used as a Participant Account subject to American Express' written approval.

FBO Bank

The financial institution that owns an FBO Account.

Final Chargeback

A second Chargeback, by the Issuer to the acquirer, of the original Transaction, in response to a Chargeback Reversal.

Financial Institution Merchant Services (FIMS)—See [Full Service Provider](#).**First Chargeback**

The process an Issuer initiates to move financial liability from itself to an acquirer on a previously submitted Transaction.

Franchisee

An independently owned and operated entity which operates a business and has a written agreement with a Franchisor whereby it consistently displays external identification prominently identifying the Franchisee with the Franchisor's name and/or trade names, uses the trademark, and logo used by the Franchisor and pays a royalty to headquarters to be a part of the Franchisor's affiliate network.

Fraud Full Recourse

Has the meaning given in [Subsection 16.10.2](#) of the *Operating Regulations*.

Full Recourse

American Express' right to obtain reimbursement from a Merchant for the full amount of a Charge through a Chargeback.

Full Service Provider (FSP) (also referred to as Financial Institution Merchants Services or FIMS)

A sponsored bank or joint venture of a sponsored bank that establishes a relationship with a Participant to process Transactions on their behalf.

Global Credit Authorization Guide

The *American Express Global Credit Authorization Guide*, as such specification may be changed from time to time by American Express, is made available at: www.americanexpress.com/merchantspecs or its successor website.

Global Financial Submission Guide

The *American Express Global Financial Submission Guide* (formerly known as the Global Financial Settlement Guide), a set of mandatory, conditional, and optional requirements related to connectivity to the American Express Network and electronic Transaction processing, including Submission and Settlement of Transactions (sometimes called "specifications" in our materials), as such specification may be changed from time to time by American Express, and which is made available at: www.americanexpress.com/merchantspecs or its successor website. Participants must, at a minimum, certify to the July 2008 specifications release of the *Global Financial Submission Guide*.

Global Host Link Data Capture Guide

The *American Express Global Host Link Data Capture Guide* (or *GHDC Guide*), a specification to obtain Authorizations and financial transaction advise requests, as such specification may be changed from time to time by American Express, is made available at: www.americanexpress.com/merchantspecs or its successor website.

High CV Merchant

A Program Merchant with greater than the ECV amount described in [Appendix A, "American Express OptBlue® Program Pricing and Signing Guidelines"](#). For clarification, if a Program Merchant has more than one Establishment, then the ECV of (a) all Establishments operated under the same business registration or tax identification number (TIN) shall be aggregated or (b) all Establishments operated under different business registration or tax identification numbers, but as a unified business enterprise, shall be aggregated. For clarification purposes, a 'unified business enterprise' shall include Establishments that are owned, operated, and/or affiliated to a single business entity. High CV Sponsored Merchant shall be included within the meaning of High CV Merchant.

High CV Merchant Notice

Has the meaning given in [Subsection 10.5.2](#) of the *Operating Regulations*.

High CV Payment Facilitator

A Payment Facilitator with either (i) greater than USD \$250,000,000 in Charge Volume from its Sponsored Merchants in a rolling twelve (12) month period; or (ii) greater than USD \$25,000,000 in Charge Volume from its Sponsored Merchants in any three (3) consecutive months.

High Risk Merchant

A Program Merchant within a High Risk Merchant Category.

High Risk Merchant Category

Has the meaning given in [Subsection 8.2.1](#) of the *Operating Regulations*.

In-Person Charge

A Card Present Charge excluding Charges made at CATs (e.g., a Charge taken at a Program Merchant attended retail location where the Card is swiped, read by a contactless reader, inserted into a Chip Card reader, or manually key-entered).

Inactive Existing American Express Merchant

An Existing American Express Merchant that has not submitted a Charge in the prior twelve (12) months.

Independent Sales Organization (ISO)

Any third-party Entity other than a Payment Facilitator that Participant (i) uses to solicit and/or refer Program Merchant Prospects to participate in the Program or (ii) authorizes to enter into Merchant Agreements governing a Program Merchant's acceptance of Cards under the Program. Full Service Providers (FSPs) and Financial Institution Merchant Services (FIMS) shall be included within the meaning of ISOs.

Information Protection Contract Requirements (IPCR)

The requirements provided in [Appendix D, "Information Protection Contract Requirements"](#) of the *Operating Regulations*.

Inquiry

A request for information that American Express sends to Participant about a Disputed Charge.

Inquiry Fulfillment Notification

The information sent by the Participant in response to an Inquiry from American Express about a Disputed Charge.

Installment Payment Transaction

A transaction that represents a single installment payment in a series of installments over a fixed period (sometimes called "Buy Now Pay Later" in our materials).

Internet Electronic Delivery

Delivery of digital goods or services purchased on the internet via an internet or an electronic network download or another file transfer process (e.g., images or software download).

ISO Sales Channel

Has the meaning given in the Agreement.

Issuer

Any Entity (including American Express and its Affiliates) licensed by American Express or an American Express Affiliate to issue Cards and to engage in the Card issuing business.

License

Has the meaning given in *Schedule 2* of the Agreement.

Licensed Marks or Marks

Has the meaning given in *Schedule 2* of the Agreement.

Magnetic Stripe

A stripe on the back of a Card that contains Cardmember and account information in machine readable form.

Marketplaces

A Merchant that offers a prominently branded platform (website or mobile application), for Cardmembers to purchase from multiple End Beneficiaries and pay for their purchases on the same platform.

MCC—See [Merchant Category Code \(MCC\)](#).

Merchant Agreement

An agreement between Participant or a Participant Sales Entity and a Program Merchant that authorizes the Program Merchant to (a) accept Cards or Other Payment Products and (b) receive processing and settlement services from Participant or a Participant Sales Entity.

Merchant Category Code (MCC)

The four-digit number assigned to describe the industry of the Program Merchant's business.

Merchant Data

The mandatory, conditional, and optional requirements including, but not limited to names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer, and similar identifying information about Program Merchants and Sponsored Merchants, as set forth in the *American Express Technical Specifications*. For clarification, Merchant Data does not include Transaction Data.

Merchant Number

Has the meaning given in [Subsection 10.5.4](#) of the *Operating Regulations*.

Merchant Operating Guide

The *American Express Merchant Operating Guide*, which is available to Program Merchants at www.americanexpress.com/merchantopguide or by Program Merchants contacting Participant.

Merchant Services Provider—See [Participant](#).**Mobile Device**

An Issuer approved and American Express recognized electronic device (including, but not limited to, a mobile telephone, tablet, or wearable device) that is enabled to initiate a Digital Wallet Payment Transaction.

Non-AXP Data

Cardholder data or transaction data that is generated by or provided in connection with Other Payment Products, excluding data that is also classified as Cardholder Information, Transaction Data or Merchant Data under the Agreement (e.g., merchant names that are provided in connection with both Card Transactions and Other Payment Product transactions).

Non-Compliance Fee

An assessment American Express may elect to receive under the *Operating Regulations* if Participant fails to (a) meet a Performance Standard; (b) comply with certain provisions in the Program Agreement or the *Operating Regulations*; or (c) implement a required update to the *Operating Regulations*.

Non-Compliance Period

Has the meaning given in [Subsection 10.5.5](#) of the *Operating Regulations*.

OFAC

The Office of Foreign Assets Control of the US Department of the Treasury.

OnePoint Merchant

Has the meaning given in the Agreement.

Operating Regulations

Has the meaning given in [Section 1.2, "About the Operating Regulations"](#) of the *Operating Regulations*.

Other Agreement

Any agreement, other than the Program Agreement, between (i) Participant or any of its Affiliates and (ii) American Express or any of its Affiliates.

Other Payment Network

Visa, Mastercard, Discover, and any other payment Card network supporting Other Payment Products used by Program Merchants.

Other Payment Products

Any charge, credit, debit, stored value or smart cards, account access devices, or other payment cards, services, or products other than the Cards.

Participant (also referred to as a "Merchant Services Provider" in American Express materials)
Has the meaning given in the Program Agreement.

Participant Account

The U.S. bank account designated by the Participant with American Express for the deposit of Settlement Funds and any other purposes specified in the *Operating Regulations*.

Participant Sales Entity

An ISO or Payment Facilitator authorized to provide Services under the Agreement.

Payment Card Industry Data Security Standard (PCI DSS)

The Payment Card Industry Data Security Standard, which is available at www.pcisecuritystandards.org.

Payment Facilitator

A provider of Payment Services, formerly referred to as Payment Aggregator, Payment Service Provider, or PSP in American Express materials.

Payment Facilitator Agreement

An agreement between Participant and a Payment Facilitator under which Participant authorizes the Payment Facilitator to provide Services under the Program.

Payment Services

The provision of payment services in connection with Transactions between Cardmembers and Sponsored Merchants whereby the Payment Facilitator, the Entity providing such services (and not the Sponsored Merchant), is the merchant of record, submits Transactions under such Payment Facilitator's Merchant Number and receives payment from American Express for Charges (among other things).

Performance Standards

The standards to be used to monitor the Participant's performance, including the service levels set forth in the *Operating Regulations*.

Point of Sale (POS) System

An information processing system or equipment, including a terminal, personal computer, electronic cash register, contactless reader, or payment engine or process, used by a Program Merchant, to obtain authorizations or to collect Transaction data, or both.

Prepaid Card

A Card for which the balance amount is pre-loaded onto the Card and will be reduced as the Card is used by the Cardmember.

Processing Services

Authorization Services, Data Capture together with Transmission, and any services relating to the financial settlement of amounts owed to Participant or Program Merchants. For purposes of this definition, *Data Capture* means the electronic collection of Transaction Data for the purpose of financial settlement; and *Transmission* means a method of sending Transaction Data to American Express, whereby Transaction Data is transmitted electronically over communication lines.

Program

Has the meaning given in [Section 1.1, "About the Program"](#) of the *Operating Regulations*.

Program Agreement or Agreement

The separate Program Agreement entered into between American Express and Participant, including the Schedules, Exhibits, *Operating Regulations*, and other documents attached or incorporated by reference into the Program Agreement.

Program Launch Conditions

The requirements provided in [Section 1.7, "General Requirements for Program Eligibility"](#) of the *Operating Regulations* that Participant must satisfy prior to performing any Services under the Program Agreement.

Program Launch Date

The date Participant satisfies the Program Launch Conditions and begins performing Services.

Program Merchant

A Program Merchant Prospect that has entered into a Merchant Agreement wherein such Program Merchant Prospect agrees: (a) to permit any Cardmember to charge purchases of goods and services at or with such merchant by means of the Card and (b) to transfer such Charges to American Express through Participant under the Program. Sponsored Merchants shall be included within the meaning of Program Merchants.

Program Merchant Prospect

Any seller of goods or services, non-profit, or government entity that meets the Program qualifications criteria provided in [Section 2.2, "Qualification Requirements"](#) of the *Operating Regulations*. Sponsored Merchant Prospects shall be included within the meaning of Program Merchant Prospects.

Prohibited Industries

The industries listed in [Appendix J, "Prohibited Merchant Industries and Categories — Do Not Sign"](#) of the *Operating Regulations*.

Prohibition List

The watch lists promulgated by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury.

Proof of Delivery

A courier receipt which proves that the goods were delivered to the complete and valid shipping address provided by the Cardmember when the purchase was made.

Record of Charge

The receipt for a Cardmember's Charge or Credit Transaction containing the details of any Transaction carried out at the point of sale. The form the Record of Charge may take depends upon the method and equipment used to capture the details of the Card and Transaction and may differ from the following examples: (i) it may be an imprinted form, which carries an imprint of the raised letter and numbers on a Card, plus the handwritten Transaction information recorded by the Program Merchant and the signature of the Cardmember or (ii) it may be a paper receipt printed by a POS System printer and signed by the Cardmember.

Reserve

A fund established and/or collateral held by American Express as security for Participant's or any of its Affiliates' obligations to American Express or any of its Affiliates, under the Program Agreement or any Other Agreement.

Sales Agent

An employee, agent, contractor, or other representative used by Participant or any Participant Sales Entity to solicit Program Merchant Prospects or otherwise market the Program.

Sales Performance Information Interface

Any format (including, but not limited to data files transmitted by secure file transfer protocol (SFTP), application programming interfaces (APIs), or through other methods) containing Close Rate and sales channel signings data submitted in accordance with the *American Express Technical Specifications*. The *Global Sales Performance Report* and *Sponsored Merchant Sales Performance API (or Sales API)* are examples of Sales Performance Information Interface formats.

Services

Has the meaning given in Section 3.1 of the Program Agreement.

Settlement Funds

The funds payable to Participant to settle Charges, net of Chargebacks, Wholesale Fees, Credits, and any other applicable fees or amounts owed to American Express.

Significant Owner

A person who has 25% or greater ownership of a merchant.

Sponsored Merchant

A Sponsored Merchant Prospect that has entered into a Sponsored Merchant Agreement with a Payment Facilitator. A Sponsored Merchant is also referred to as a Program Merchant.

Sponsored Merchant Agreement

An agreement between a Payment Facilitator and a Sponsored Merchant that authorizes the Sponsored Merchant to (a) accept Cards or Other Payment Products and (b) receive processing and settlement services from the Payment Facilitator. A Sponsored Merchant Agreement is also referred to as a Merchant Agreement.

Sponsored Merchant Information Interface

Any format (including, but not limited to data files transmitted by secure file transfer protocol (SFTP), application programming interfaces (APIs), or through other methods) containing the Merchant Data requirements set forth in the *American Express Technical Specifications*. The *Global Sponsored Merchant File* and *Sponsored Merchant Acquisition API* are examples of Sponsored Merchant Information Interface formats.

Sponsored Merchant Prospect

Any third-party seller of goods or services, non-profit, or government Entity that meets the Program qualifications criteria provided in [Section 2.2. "Qualification Requirements"](#) of the *Operating Regulations*. A Sponsored Merchant Prospect is also referred to as a Program Merchant Prospect.

Submission

A collection of Transaction Data that Participant sends to American Express.

Suspicious or Unusual Activity

Any activity that has no business or apparent lawful purpose or is not the type of activity that the particular customer would normally be expected to engage and for which there is no reasonable explanation for the activity after examining the available facts.

Transaction

A Charge or Credit completed by means of a Card.

Transaction Advice Addendum (TAA) Record

Contains additional detailed information (e.g., item description, quantity, and unit cost), which may become part of the descriptive bill on the Cardmember's statement or be used to resolve billing inquiries and disputes. Authorized Processors that support travel related industries are required to demonstrate the ability to populate and transmit such detailed information. Refer to the *American Express Technical Specifications* for additional information.

Transaction Data

All information required by American Express evidencing one or more Transactions, including information obtained at the point of sale, information obtained or generated during Authorization and Submission, and any Chargeback.

Transaction Fee

A fee that is applied on American Express Charges under the Program for the industries set forth in [Appendix A. "American Express OptBlue® Program Pricing and Signing Guidelines"](#).

Transit Contactless Transaction

A Contactless (see also [Expresspay](#)) Transaction for entry into and/or use of a transit system.

Transmission

A method of sending Transaction Data to American Express, whereby Transaction Data is transmitted electronically over communications lines.

United States (U.S.) Region

Has the meaning given in [Subsection 1.1.2](#) of the *Operating Regulations*.