

## AMERICAN EXPRESS ONE AP™

### American Express One AP™ Account Agreement Terms and Conditions of Your Account

Last Updated: November 2021

#### **Important Agreement - Please Read Carefully**

#### **THIS AGREEMENT**

This document (the “Agreement”) is an agreement between American Express Travel Related Services Company, Inc. (referred to as “we,” “our,” and “us”) and the business who is the owner of the American Express One AP™ account (referred to in these terms as the “Company” or “you” or “your”) that you establish with us. This Agreement establishes the terms and conditions, as may be amended by us from time to time, governing your American Express One AP™ account, including all Sites (as defined below) established thereunder (collectively referred to as the “Account”) and your use of an accounts payable automation software solution (the “Software”) through which you may make payments to your Suppliers through various Payment Method options (the Account and the Software collectively, the “Service”). By clicking the “SUBMIT” button, you agree to be bound by this Agreement.

#### **ABOUT US**

We are a corporation formed under the laws of the State of New York. In the United States, we are licensed as a money transmitter in the states and territories listed at: [americanexpress.com/us/prepaid/state-licensing.html](https://americanexpress.com/us/prepaid/state-licensing.html). We only offer the Service in the states in which it is licensed or in states that do not currently require us to be licensed to provide the Service.

#### **DEFINED TERMS**

As used in this Agreement:

“AENB” means American Express National Bank; “Affiliate” means any entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies on an entity, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an entity shall be deemed to constitute “control” of the entity; “Card” means an American Express® Corporate Card, Corporate Purchasing Card, Business Card, or other American Express® Card designated as being eligible for the Service, as determined by us; “Card Agreement” means (i) if you are an American Express® Corporate Card or Corporate Purchasing Card customer, the Corporate Services Commercial Account Agreement, Master Commercial Payment Services Agreement or other corporate account agreement(s) pertaining to such Card, between you and us or (ii) if you are an American Express® Business Card customer, the Card Member Agreement pertaining to such Card, between you and AENB; “Customer Data” means any data provided by you or your Users for incorporation in or use with the Service and any data output from the Service from the processing of such data entered or provided; “Documentation” means all manuals, end-user documentation, quick-reference guides and other related materials pertaining to the Service; “Portal” means the web application developed by us through which you and your Users can access the Software and the Service; “Supplier” means any person or entity through which you are procuring goods and/or services; “System Administrator” means the person designated by you and approved by us who holds administrative rights on your Account and your Users’ use of the Service; and “User(s)” means the System Administrator and any other person(s) designated by the System Administrator and approved

by us as authorized users of the Service under your Account, as determined during your implementation of the Service or as designated by the System Administrator thereafter from time to time.

## **PERMITTED USES**

You and your Users agree to use the Service solely for facilitating payments to authorized recipients in the United States for business and/or commercial purposes only (the “***Purpose***”), and agree not to use the Service for consumer, personal, family or household purposes. Any use of the Service for consumer, personal, family or household purposes is a breach of this Agreement and may subject your Account to immediate termination.

## **ACCOUNT SET-UP**

### **Billing Account**

To access the Service, you must enroll and always maintain on your Account at least one (1) eligible U.S.-issued Card issued to you (each such Card, an “***AXP Account***”). The first AXP Account enrolled under your Account for the Service (as may be replaced or updated in accordance with this Agreement) shall serve as the funding source (the “***Billing Account***”) for all Fees and taxes incurred under your Account (if any) in accordance with the “***Fees and Billing***” provision below.

### **Authorized Officer, System Administrator, Users and User Controls**

You must designate and always maintain on record an authorized officer or other person having the requisite authority to act on your behalf (any such person, the “***Authorized Officer***”) who will establish your Account, electronically accept this Agreement on your behalf and otherwise hold all-access rights and controls to your Account. You certify that such Authorized Officer is a duly authorized person who has the requisite power to act on your behalf and to legally bind you to this Agreement. In the event there is any change to your Authorized Officer following initial Account set-up, the new Authorized Officer shall immediately notify us via email at [oneapsupport@aexp.com](mailto:oneapsupport@aexp.com) or phone at 1-844-358-4025 (Monday - Friday, 8:00 AM ET to 5:00 PM ET) to establish such new Authorized Officer.

Subject to our approval, the Authorized Officer shall designate a System Administrator to whom (s)he may delegate all administrative rights on behalf of your Account, including, but not limited to, the ability to add and remove Users authorized to initiate valid and legally binding payment transactions and other orders and instructions (including cancellations and amendments) on your Account (collectively, “***Transactions***”) and the right to set User permissions, generate Transactions, add Suppliers and all other rights attributed to other Users. Only the Authorized Officer may add or remove the System Administrator on the Account by updating such information through the Portal. You agree to provide us with certain identifying information for each User, including without limitation, full name, address, date of birth, email address, as well as any other necessary Account set-up information and documentation requested by us from time to time. Once approved by us, the System Administrator may assign appropriate access controls for each User.

### **Sites Under Account**

To the extent applicable and subject to our approval, you may create one or more sub-accounts under your Account (each, a “***Site***” and collectively, “***Sites***”) for use of the Service by separate divisions within your business and/or affiliated entities within your corporate structure. You agree to provide information requested by us in connection with creating any Site under your Account, including, but not limited to, information about your corporate structure and affiliation between entities. The System Administrator for your Account may establish different Users (subject to our approval) for each Site established under your Account. You acknowledge and agree that notwithstanding anything to the contrary contained in this Agreement or otherwise, you will be responsible for all applicable Fees and all actions and omissions of Users, including, but not limited to, Transactions, incurred or made through any Site created under your

Account. There will only be one (i) Billing Account for your Account and all Fees incurred under Sites created under your Account will be billed to the Billing Account established pursuant to the “Account Set-Up” provision herein and (ii) Authorized Officer and System Administrator established for the Account and all Users and activity on Sites will be subject to the control of such Authorized Officer and System Administrator as established pursuant to the “Account Set-Up” provision herein.

The terms and conditions set forth in this Agreement shall be applicable to all Sites established under your Account and the term “Account” shall be deemed to include all Sites except as specifically stated otherwise herein.

## FEES AND BILLING

Selected Payment Method(s)	Service	Fee		
Card-Only	Card Payments	Included		
Card + Any Additional Payment Method(s)	Monthly Subscription	\$200.00		
	Card Payments	Included		
	ACH File Service	Included		
	ACH Payment Service	≤ 400 ACH Payments per month	Included	
		> 400 ACH Payments per month	\$0.35 per ACH Payment	
	Check Service	≤ 400 checks per month	Included	
> 400 checks per month		\$1.00 per check		

### Selected Payment Method(s)

You must choose one or more of the payment methods made available by us as described above and in Exhibit A attached hereto (the “Payment Methods”) for use under your Account (such chosen Payment Method(s), your “Selected Payment Methods”). If at any time you wish to amend the Selected Payment Methods initially selected for your Account, your System Administrator must notify the American Express Servicing team by emailing [oneapsupport@aexp.com](mailto:oneapsupport@aexp.com) or by calling 1-844-358-4025 (Monday - Friday, 8:00 AM ET to 5:00 PM ET). Any addition to your Selected Payment Methods shall take effect upon completion of the enrollment process applicable to the additional Payment Method(s) added. Any removal of Payment Method(s) from your Selected Payment Methods shall take effect thirty (30) days after your notification thereof (the “30-Day Period”), after which point you shall only have read-only access to view historical Transactions made on your Account using any such removed Payment Method(s). Please see below for any Fees applicable to your choice of Selected Payment Methods.

### No Fees for Card-Only Use

There is no fee to use the Service to the extent you have chosen Card payments as your sole Selected Payment Method for Transactions processed under your Account. Any amendment to reduce your Selected Payment Methods to include only Card payments will take effect upon expiration of the 30-Day Period, and you will continue to be responsible for paying all applicable Fees in accordance with the paragraphs below through the full calendar month in which the 30-Day Period expires.

### **Fees for Additional Payment Methods**

To the extent your Selected Payment Methods on your Account include Payment Method(s) beyond Card payments (“***Additional Payment Method(s)***”), you are responsible for paying the fees set forth above (the “***Fees***”). Fees may be modified by us in our sole discretion upon prior written notice to you. If, after initial Account set-up, you amend your Selected Payment Methods to incorporate Additional Payment Method(s), you will begin to incur Fees beginning with the calendar month after the one in which you process your first Transaction using any Additional Payment Method(s). For the avoidance of doubt, you agree that you will be responsible for all Fees incurred under any Site established under your Account; provided, however, that you will only incur one monthly subscription fee for the entire Account.

To the extent you incur any Fees on your Account, we will send an invoice to the email address on file for your Billing Account (the “***Billing Email Address***”) on a quarterly basis, which invoice will contain an itemized list of all Fees incurred on your Account during the previous calendar quarter, including applicable taxes. The Fees and applicable taxes will be processed as a charge against your Billing Account (i) if you are an American Express® Business Card customer, under the billing codes “Amex One AP Fee” and “Amex One AP Fee Taxes”, respectively and (ii) if you are an American Express® Corporate Card or Corporate Purchasing Card customer, under the billing codes “American Express One AP Fee” and “American Express One AP Fee Taxes”, respectively. The aforementioned charges will appear on your Billing Account statement within approximately ten (10) weeks following the end of a calendar quarter. Taxes will be determined based on the address that is on file for you in our records, unless you provide confirmation that alternative location(s) should be used, including the complete address for any such locations. In the event a tax exemption is applicable, you will provide us with a properly completed exemption certificate, or other acceptable documentation that permits tax to be excluded from the invoice. You agree that invoices sent by us to the Billing Email Address shall be deemed evidence of your obligation to pay for all Fees incurred under your Account.

We use certain information you keep on file with us and/or our Affiliates to facilitate your use of the Service, including, but not limited to, the Billing Email Address. You agree to always maintain or cause to be maintained on file with us and/or our Affiliates (as applicable) current and accurate information for all AXP Accounts enrolled on your Account for the Service, including, but not limited to, the Billing Email Address, physical addresses and other contact information. If any such information is not accurate or changes at any point, particularly with respect to any Billing Email Address, you agree to immediately update or cause the relevant cardmember holding the Billing Account or other authorized person(s) to update such information by logging into the applicable AXP Account at [www.americanexpress.com](http://www.americanexpress.com) and updating the relevant information.

If your Billing Account is suspended or terminated at any time, you shall: (i) promptly designate a replacement Billing Account if you have more than one AXP Account enrolled on your Account for the Service or (ii) promptly establish and enroll a new AXP Account to serve as the new Billing Account, as applicable (each such newly designated Billing Account, the “***New Billing Account***”); provided, however, that if we or any of our Affiliates terminate the underlying Card Agreement for your Billing Account for any reason without a new or replacement Card Agreement, your Account and your access to the Service will be terminated concurrently therewith. Subject to the foregoing proviso, (A) your access to the Service will otherwise be suspended until you establish a New Billing Account and (B) if you do not designate a New Billing Account within forty-five (45) days following any suspension or termination of the prior Billing Account, we shall have the right to immediately terminate your Account and access to the Service.

In the event your Account and/or access to the Service is terminated, you will remain liable for all obligations, Fees and applicable taxes incurred prior to termination; provided, however, that you will be responsible for the full monthly subscription Fee (if applicable) through the month in which the termination

occurs, and such subscription Fee shall not be prorated for the number of days occurring prior to the date of termination. You also acknowledge and agree that notwithstanding any termination of this Agreement, you will remain liable for any post-termination obligations contained herein.

You acknowledge and agree that nothing contained in this “Fees and Billing” provision of this Agreement shall impact or amend any provisions contained in your Card Agreement relating to fees and/or billing.

Please contact the American Express Servicing team at [oneapsupport@aexp.com](mailto:oneapsupport@aexp.com) with any billing or invoice questions.

## **TERM AND TERMINATION**

We reserve the right to suspend or terminate the Service, your Account and/or your (and any User’s) use of or access to any portion of the Service for any reason and at any time without advance notice. You may terminate your Account at any time by contacting the American Express Servicing team by emailing [oneapsupport@aexp.com](mailto:oneapsupport@aexp.com) or by calling 1-844-358-4025 (Monday - Friday, 8:00 AM ET to 5:00 PM ET) or by such electronic or other means as we may make available from time to time. Termination of your Account will automatically terminate all Sites established under your Account. The date on which either party notifies the other of its intent to terminate the Service and/or your Account shall be deemed to be the (“***Termination Date***”). You will retain full access to the Software and the Service and be responsible for any applicable Fees incurred for thirty (30) days following the Termination Date, after which point you will discontinue utilization of the Service. Following such thirty-day period, you will have read-only access to the Software for sixty (60) days thereafter or for some other period of time as communicated by us. Upon expiration of such sixty-day period, your Account will be permanently disabled.

## **DISPUTES REGARDING GOODS OR SERVICES**

You agree to resolve any disputes concerning goods or services paid for using the Service directly with your Suppliers.

## **AGREEMENT TO CONDUCT TRANSACTIONS ELECTRONICALLY**

For the duration of your Account, you agree to and to cause all Users to, conduct electronically all Service transactions via the Portal or by such other methods as we may provide from time to time. The Service will only be provided as and when available, so Service requests and Transactions should be scheduled to accommodate possible delays or unavailability. By establishing an Account, you agree and confirm that you and all Users under your Account currently meet all of the System Requirements set forth below and that we may change them from time to time in our sole discretion as set forth below and you will implement such changes.

## **ELECTRONIC ACCOUNT COMMUNICATIONS AND EMAIL ADDRESSES**

You acknowledge and agree that we will provide (i) billing invoices and other communications relating to fees and billing for your Account (collectively referred to as “***Billing Communications***”) and (ii) all other disclosures, notices and other Account-related communications (including without limitation this Agreement and any Amendments (collectively referred to as “***General Account Communications***”, and together with Billing Communications, “***Communications***”) electronically (including through the Portal and/or by email, as described more fully below), instead of in paper form by U.S. mail. For the avoidance of doubt, General Account Communications and Billing Communications shall include any such communications relating to Sites established under your Account. You acknowledge and agree that this “Electronic Account Communications and Email Addresses” provision shall survive termination of this Agreement and that any Communications that may need to be sent to you post-termination shall be sent electronically in accordance herewith. If you do not agree to receive all Communications electronically from us as described below, you should not open an Account with us or use the Service.

To receive General Account Communications from us in electronic form, you must provide and always maintain a General Account Email Address (as defined below) and satisfy the System Requirements below. To receive Billing Communications from us in electronic form, you must always maintain a Billing Email Address in accordance with the “Fees and Billing” provision above. We may provide Communications electronically through, or through any combination of: (1) your General Account Email Address or your Billing Email Address, as applicable, and/or (2) links or downloadable files (including those in PDF format). Save or print copies of all Communications to ensure you have them when needed.

By establishing an Account, you certify that: (i) the email address of your System Administrator, as confirmed by your Authorized Officer, is the email address where you wish to receive General Account Communications for your Account (the “General Account Email Address”) and (ii) the Billing Email Address is the email address where Billing Communications should be sent for your Account.

The General Account Email Address may be changed only by the Authorized Officer through the Portal and you agree that you will cause the Authorized Officer to immediately update your Account to reflect any change to the General Account Email Address. You agree that you will immediately update any change to your Billing Email Address in accordance with the “Fees and Billing” provision above. You agree that either the Authorized Officer or System Administrator shall immediately update your Account for other changes in your contact information, including, but not limited to, current address information. We may rely on the most current information provided for your Account and any instructions purportedly made by the Authorized Officer or the System Administrator to change the General Account Email Address or your other contact information without liability. You also agree that if a third-party vendor or the U.S. Postal Service or one of its agents notifies us of a change in your postal address, we may change your address based on that information. We will have no liability to you for changing your address based on such information, even if such information is in error.

If you choose to use one email as your General Account Email Address for General Account Communications, another email as your Billing Email Address for Billing Communications and then a third email associated with the username that you use to access the Service and initiate Transactions, you agree that we can rely on those email addresses accordingly.

### **System Requirements**

To use the Service and receive Communications from us, you and your Users must have the following:

- An internet enabled device
- Access to an email account
- One of the following web browsers:
  - Google Chrome (latest two versions)
  - Mozilla Firefox (latest two versions)
  - Safari (latest two versions)
  - Microsoft Edge (latest two versions)
- An up-to-date PDF viewer (such as the most recent version of Adobe Acrobat Reader®)
- Other commonly available applications (such as Microsoft Excel) that may be used by us from time to time in connection with the Service

### **Proper Equipment**

You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment and services needed to access and use your Account online; view, save

and/or print your Account documents online; and receive any messages, documents and other Communications we provide to you electronically.

### **Changes to System or Other Requirements**

We reserve the right to modify the System Requirements described above at our discretion. We will provide you with notice of such modification(s) electronically in a manner consistent with other electronic General Account Communications. If you do not agree to the modification(s), you must close your Account.

### **Our Right to Send Paper**

In our discretion and at our option, we may choose to send Communications in paper form from time to time, using U.S. mail. For example, but without limitation, we may do this if we have a system outage, if we suspect fraud, or if for any reason your General Account Email Address or Billing Email Address does not accept emails from us.

### **General**

Regardless of how we choose to send General Account Communications, we may send them to the attention of or to the address associated with the System Administrator on the Account (according to our records), and that System Administrator shall be responsible for providing copies of such General Account Communications to any other Users on the Account. Any General Account Communication we send to the attention of or to the address associated with the System Administrator on the Account will be considered notice to all Users on the Account. You are responsible for reviewing all General Account Communications in a timely manner. Regardless of how we choose to send Billing Communications, we may send them to the attention of or to the address associated with the cardmember holding the Billing Account and such cardmember will be responsible for reviewing all such Billing Communications and ensuring payment of all applicable Fees. If any Communication is returned to us because of an incorrect postal address or an incorrect, changed, or expired email address, in addition to any other consequences set forth in this Agreement, we may stop delivering Communications until a valid address or email address is provided. We are not responsible for items lost in, or not delivered by, mail or email. You agree that the System Administrator shall establish Credentials (as defined below) and regularly log into the Portal to view and update information about your Account, including recent Transactions. Please see the "[Security Procedures](#)" provision below for more information on Credentials.

### **REPRESENTATIONS AND WARRANTIES**

By using or continuing to use the Service, you represent and warrant to us that: (i) you have the authority and right to enter into this Agreement and to perform your obligations hereunder and that your Service-related obligations are legal, valid, binding and enforceable in accordance with their terms; (ii) your acceptance of this Agreement and performance hereunder does not violate, conflict with, or result in a breach of, or default under, your charter or by-laws, or any other contract or agreement to which you are a party, or by which you are bound; (iii) you are a business organized under and authorized to do business pursuant to the laws of a jurisdiction within the United States and whose principal place of business is located within the United States; (iv) the Users accessing or using the Service are duly authorized to access or use the Service and/or to legally bind you to this Agreement and all Transactions conducted under your Account; (v) the individual electronically accepting this Agreement in the name of Company, is the Authorized Officer with authority to legally bind you to this Agreement; (vi) if you are an American Express® Business Card customer, the Basic Cardmember (as defined in your Card Agreement) is the individual electronically accepting this Agreement; (vii) neither you nor any entity establishing a Site under your Account is an entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department or Office of Foreign Assets Control ("**OFAC**") and neither you nor any entity establishing a Site under your Account is listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime;

(viii) neither you nor any entity establishing a Site under your Account are subject to, or listed as a party on any other U.S. government list deemed by us to be related to anti-money laundering, economic sanctions, or other areas of risk as it relates to our business operations; and (ix) the execution, delivery and performance by you of any Account set-up and any other documentation as requested by us are and remain complete, truthful and accurate, do not fail to disclose any material fact, have been duly authorized by necessary action, and you undertake to promptly provide to us updates of the same as may be necessary. You agree that we may rely on such representations without requiring additional information or documentation and that you will furnish such information upon request.

## **SECURITY PROCEDURES**

You agree to conduct or cause to be conducted all Transactions electronically via the Portal or by such other methods as we may provide from time to time. You acknowledge that your use of the Service is restricted to Users and the designation of Users by the System Administrator is subject to our approval, in our sole discretion. You understand that the designation of, and restricting access to, Users is part of the security of your American Express One APT<sup>™</sup> data. Each User will be assigned a unique user ID (each, a “**User ID**”) and password (each, a “**Password**”, and together with the User ID, the “**Credentials**”) to allow such User to access the Service for the Purpose. You shall ensure that all Users comply with the terms and conditions of this Agreement. We may terminate, suspend or otherwise limit your or any User’s right to use the Service in our sole discretion. Upon the termination of a User’s right to use the Service, such User will immediately cease use of the Service.

You agree to cause each User: to ensure the confidentiality of his/her Credentials; not to exceed the authority that we set (through website terms of use, contracts or otherwise); not to share any Credentials; to immediately notify the System Administrator to cancel compromised Credentials and Credentials of persons no longer authorized to use the Service by providing immediate notice to us at [oneapsupport@aexp.com](mailto:oneapsupport@aexp.com) or through such other means as we may make available; to ensure use of Credentials only by authorized Users; to adhere to the requirements for Credentials and to follow as many of the recommendations set forth on Exhibit B; to implement and maintain reasonable plans and practices regarding data security, authentication and online access for, by or through your systems and facilities; and to comply with laws, regulations and industry standards relating to data security and identity theft prevention that are applicable to you. You will immediately terminate a User’s right to use the Service if the relevant individual’s employment with you has been terminated, the individual no longer meets the requirements for being a User, or the individual is no longer duly authorized to access or use the Service. You represent that each User is eighteen (18) years old or older.

You agree to be bound by and be solely responsible for all uses of Credentials issued to Users, including, but not limited to, uses and Transactions made by unauthorized persons (with or without your knowledge) and uses and Transactions made by authorized persons who exceed their authorization or that are in error (collectively, “**All Uses**”). You further agree that we may attribute All Uses to you and All Uses shall constitute acts of and legally bind you, whether or not authorized for your benefit, and to hold us harmless, defend and indemnify us from and against any and all claims, damages, and losses of every nature that may arise due to or relating to Transactions, orders and actions or relating to your breach of this Agreement or any of All Uses.

Perfect security or software is unattainable and some thieves will use other software to try and defeat security procedures, so it is critical that you consider adopting as many as possible of the recommendations set forth in the Exhibit titled “**Minimizing Risks of Online Fraud**” attached hereto as Exhibit B and to implement other data security procedures relevant to you.



We may, but are not required to, supplement any of the above security procedures with procedures determined by us from time to time and you agree to comply with any such procedures. You acknowledge and agree that you shall be solely responsible for selecting Users and for monitoring their and all other activities under the Account relating to the Service.

YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SECURITY PROCEDURES DESCRIBED ABOVE TO EXECUTE TRANSACTIONS OR OTHER ORDERS OR INSTRUCTIONS CONSTITUTES A COMMERCIALY REASONABLE SECURITY PROCEDURE AGAINST UNAUTHORIZED TRANSACTIONS, AND YOU CHOSE THE SERVICE (INCLUDING OPTIONS AND ALTERNATIVES WITHIN THE SERVICE) WITH SUCH SECURITY PROCEDURES AS BEING APPROPRIATE AND REASONABLE FOR YOUR NEEDS. IT IS UNDERSTOOD THAT SUCH SECURITY PROCEDURES ARE DESIGNED TO VERIFY THE AUTHENTICITY, NOT THE ACCURACY, OF TRANSACTIONS. YOU AGREE TO BE BOUND BY ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, PLACED UNDER YOUR ACCOUNT (INCLUDING ALL SITES ESTABLISHED THEREUNDER) AND ACCEPTED BY US IN ACCORDANCE WITH THE ABOVE SECURITY PROCEDURES, AND YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM AND AGAINST ANY SUCH CLAIMS RELATING TO SUCH TRANSACTIONS AND ALL RELATED CLAIMS.

BECAUSE VIRTUALLY ANY SECURITY PROCEDURES CAN BE CIRCUMVENTED, AND KEYSTROKE LOGGING MALWARE CAN INTERCEPT USERNAMES AND PASSWORDS, WE URGE YOU TO: (1) FOLLOW THE RECOMMENDATIONS SET FORTH IN EXHIBIT B AND (2) USE A STAND ALONE, DEDICATED COMPUTER TO CONDUCT TRANSACTIONS RELATING TO THE SERVICES. BY USING A COMPUTER FOR SERVICE TRANSACTIONS THAT IS NOT ALSO USED TO SURF THE INTERNET OR RECEIVE EMAIL (OTHER THAN TO ACCESS THE SERVICES), THE CHANCES OF THAT COMPUTER BEING INFECTED WITH A VIRUS CIRCUMVENTING SECURITY PROCEDURES CAN BE REDUCED.

#### **ERRORS AND DISCREPANCIES**

You shall promptly review each confirmation, invoice, advice or statement made available by us and promptly notify the American Express Servicing team of any error, discrepancy or irregularity (including any unauthorized Transaction), not to exceed sixty (60) calendar days after such confirmation, invoice, advice or statement is sent or made available, by emailing [oneapsupport@aexp.com](mailto:oneapsupport@aexp.com) or calling 1-844-358-4025 (Monday - Friday, 8:00 AM ET to 5:00 PM ET). You may not assert any claim against us in connection with any errors, discrepancies or irregularities if (i) you did not exercise reasonable care in examining such communication which reflected such errors, discrepancies or irregularities, or (ii) you did not notify us as set forth herein in a reasonably prompt manner, not to exceed sixty (60) calendar days after such communication is sent or made available, that you dispute any information thereon or missing therefrom. You agree to provide us with all information necessary for us to investigate the error, discrepancy or irregularity.

#### **LICENSES**

##### **License Granted to Us**

You hereby grant us and our third party suppliers an irrevocable, perpetual, world-wide, non-exclusive license to use, reproduce, store, encode, resize, reformat, host, process and otherwise modify, translate, maintain or prepare derivatives, and perform, display, disseminate and distribute the Customer Data you provide under your Account or upload to the Portal and to otherwise deal with such Customer Data as may be reasonably necessary for us to provide the Service to you. You represent and warrant that you have the

right to grant the license above and that you have obtained all necessary consents to release any Customer Data provided to us, including, but not limited to, Supplier information.

### **License Granted to You**

Subject to this Agreement, we hereby grant you a limited, non-transferable, non-exclusive license for Users to use the software to which we may provide access to in connection with the Service (the “***Software***”) in the United States solely for the Purpose (the “***License***”). We shall retain all rights and interest to and in the Software and the Service, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. This License does not constitute a sale, nor does it pass to you any title to or any proprietary rights in the Software, the Service or to our Confidential Information, nor shall you acquire any right or interest in the Software or Service as a result of any changes to, modifications of or additions to the Software or Service made by you or us.

You will not, and shall ensure that your Users do not: (i) remove any copyright or other proprietary legends from the Software, including, but not limited to, copyright or trademark notices; (ii) sell, sub-license, lease, rent, assign, transfer or distribute the Software or any information, software, products or services obtained from the Service to any third party; (iii) alter, modify, copy, enhance or adapt any portion of the Software or the Service or the Documentation (if any); (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the Software with any other software or materials or otherwise attempt to obtain the source code to the Software; (v) otherwise create or attempt to create any derivative works from the Software; (vi) use the Software or the Service for any purpose that is unlawful or prohibited by this Agreement; (vii) attempt to obtain any materials or information through any means not intentionally made available through the Software or the Service; or (viii) attempt to gain unauthorized access to the Service, other Credentials, or computer systems or networks connected to our servers or to the Service, through hacking, password mining or any other means. Notwithstanding the foregoing, you may download, keep or merge reports generated by you through the Service. We retain all proprietary rights to the format and arrangement of any and all reports generated through the Software or the Service. You and each User shall (A) comply with all applicable laws with respect to the Software and the Service, including, but not limited to, laws related to the export of technical or personal data; (B) only use the Software and the Service with content and data for which you have all necessary rights; and (C) use the Software and the Service in accordance with the terms set forth herein and in the Documentation (if any), as they may be amended from time to time and as provided by us. Neither you nor your Users shall use the Software, Service, your Account or Confidential Information to perform functions for persons or entities not included under your Account. Neither you nor your Users shall exploit the Software or the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you but such termination does not affect your obligations under this Agreement.

The Service shall only be available in the United States. We will not be responsible for any third party’s software, service or hardware we provide or use in the performance of the Service. We will not be responsible for the interception or delay of data transmitted to or from you.

THE SOFTWARE AND THE SERVICE ARE MADE AVAILABLE ON AN “AS IS,” “AS AVAILABLE” BASIS. YOU AGREE THAT YOUR ACCESS TO THE SOFTWARE AND USE OF THE SERVICE IS AT YOUR OWN RISK. WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE AND EXPRESS OR IMPLIED WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; AND (iii) NONINFRINGEMENT. WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE INTERNET, AND/OR YOUR COMPUTER EQUIPMENT. AT TIMES, ACTIONS OR

INACTIONS OF THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET AND/OR THE SERVICE. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING THEREFROM.

### **TRANSMISSION AND ACCEPTANCE OF TRANSACTIONS**

When initiating Transactions, you agree to provide us or cause us to be provided all information we may require via American Express-authorized electronic and nonelectronic processes. You agree that we may rely on such information provided in processing such Transactions. You agree that any error in such information is your sole responsibility and liability. We may suspend or reject any Transaction if (i) we determine, in good faith and in our sole discretion, that such Transaction is not authentic, (ii) we do not receive sufficient funds from you to cover such Transaction by the operational deadline, as applicable, (iii) the Transaction is incorrect, incomplete or unsatisfactory to us for any reason, or (iv) you, or any of your Users or Suppliers are deemed to pose a risk to, or are otherwise engaged in an industry or business deemed to be high-risk to, in each case, our business operations as determined in our sole discretion, or if your or your Users' use of the Service would cause us to violate or not be in compliance with any applicable law. All aspects of Transactions are subject to final approval and confirmation by us. You are responsible for any taxes that may apply to payments you make and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

From time to time, we may require you to provide us with additional information regarding your Suppliers and payment volume so as to conform to our compliance policies. If we, in our sole discretion, reasonably believe that any party to a Transaction, including a Supplier, may (A) be an entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department or OFAC, (B) be listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime or otherwise may be subject to, or listed as a party on any other U.S. government list deemed by us to be related to anti-money laundering, economic sanctions, or other areas of risk as it relates to our business operations, we may be required by law to terminate this Agreement, block related funds or to reject the Transaction. We shall not be responsible for applying to OFAC for a license to release any blocked funds or to complete any prohibited Transaction.

### **PRIVACY**

To access and use the Service, you will need access to the Portal. Certain information about your Account will be required to use the Service and such information collected in connection therewith will be processed and treated in the same manner that account information under your Card Agreement (and to the extent applicable, the American Express Payment Services Client Agreement you executed in connection with utilizing our payment services (the "***Payment Services Agreement***") is processed and treated.

The provision of the Service may also entail the processing of certain information about you and/or your employees, beneficial owners, agents or Users, including, but not limited to, information that may constitute personally identifiable information. We will process and treat any such information collected in connection with the Service in the same manner as the provisions in your Card Agreement that set forth how personal/personally identifiable information (or similarly defined term) is processed and treated.

Our privacy policy, which is available at: <https://www.americanexpress.com/privacy>, as updated from time to time ("***Privacy Policy***"), governs our collection, use and disclosure of any information in connection with the Portal.

### **COMPLIANCE WITH LAWS**

You agree to, and will cause your Users to, use the Service only for lawful purposes and in full compliance with applicable law and all other relevant laws, rules, regulations and codes of practice, as may now or

hereafter be in effect, including, without limitation, those arising from the applicable laws or regulations pertaining to (i) filings, registrations, approvals, consents, licenses, authorizations, and reporting requirements; (ii) anti-money laundering (e.g. customer identification and “know your customer”; currency transaction reporting and recordkeeping, suspicious transaction and activity detection, monitoring and reporting); (iii) OFAC sanctions programs; and (iv) the use, disclosure and/or export of technical or personal data and dealings with Users providing such data. You represent, warrant and/or covenant that with respect to Service-related Transactions: (A) all Transaction details provided to us are complete, truthful and accurate; (B) you will not allow any third party to re-sell, access or subcontract (e.g., through use of “payable-through” or “concentration” accounts) the Service to any other person or entity; and (C) you will, and will cause your Users to, only use the Service with content and data for which you and your Users, as applicable, have all necessary rights. You also agree not to initiate (and to not allow any other persons to initiate) any Transactions on the Account that would violate the laws of the United States (including, but not limited to, the sanctions, laws, regulations and orders administered and enforced by OFAC and the US Department of Treasury and any state laws, regulations or orders).

### **CONTRACTED SERVICES**

You acknowledge and agree that we may use contractors or other third-party entities for performing or supporting the Service.

### **USA PATRIOT ACT DISCLOSURE**

To help the United States government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information about you and your Users. When you open an Account, we will ask you for certain information, including, but not limited to, your business’ name, street address, ‘doing business as’ (dba) names, if applicable, and taxpayer identification number (TIN). We may also ask you for certain information relating to each of your Users, including, but not limited to, name, address, date of birth, valid Social Security number (SSN) and other information and documentation such as a copy of a driver’s license or other government-issued identifying documents that will allow us to verify his/her identity. To open an Account with us, you must have a taxpayer identification number (TIN) and have a physical business street address in the United States, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa or Northern Mariana Islands.

### **INDEMNIFICATION**

You agree to indemnify and hold us, our directors, officers, employees and agents (and the same of our subsidiaries and affiliates and our subsidiaries and affiliates themselves) (collectively, the “***AXP Indemnified Parties***”) harmless from and against losses and damages incurred or arising in connection with the Services provided under this Agreement, except for losses and damages arising out of our own gross negligence or willful misconduct. You further agree to hold the AXP Indemnified Parties harmless from losses and damages incurred or arising out of actions taken or omitted in good faith by us in reliance upon instructions from you or any User. We are not responsible for any actions or omissions by any third party. If you or any User gives us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. This “**Indemnification**” provision will survive termination of your Account.

### **LIMITED LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL WE, OUR DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR FOR ANY

## LOST PROFITS OR REVENUES, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

Unless we have acted in bad faith or with gross negligence or willful misconduct, we will not be liable to you for performing (or failing to perform) our services under or in connection with this Agreement. Without limiting the foregoing, we will not be liable for delays or mistakes that happen for reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, epidemic, pandemic, insurrection, war, riots, acts of terrorism, failure of transportation, communication or water supply, or malfunction of or unavoidable difficulties with any equipment. If an arbitrator or a court finds that we are liable to you for what we did (or did not do, as the case may be) under or in connection with this Agreement, you may recover from us only your actual damages in an amount not to exceed the total fees paid to us by you on your Account during the twelve-month period immediately preceding the event(s) giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable to the fullest extent permitted by applicable law and shall apply regardless of the number or nature of event(s) giving rise to our liability. This “Limited Liability” provision will survive termination of your Account.

## RIGHT OF SETOFF

To the fullest extent now or hereafter permitted under applicable law, we may, at any time without any prior notice or demand for payment, set off, recoup, and/or apply any funds or property (wherever located and whether general or special, matured or unmatured) maintained or controlled by you or your current or former subsidiaries or Affiliates with us or our Affiliates, or any other indebtedness or claims of every nature and description of us or our Affiliates to you or your current or former subsidiaries or Affiliates (whether contracted by you alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured), in each case, against any amounts due and unpaid to us and/or our Affiliates under this Agreement or any Other Agreement. We shall also be entitled to retain and not repay any amount which may then be due by us to you or your current or former subsidiaries or Affiliates unless and until any such amount then outstanding has been repaid or discharged in full when due. “Other Agreement” means any agreement, other than this American Express One AP™ Account Agreement, between (i) you or any of your subsidiaries or Affiliates and (ii) us or any of our subsidiaries or Affiliates.

## FEEDBACK

You may be asked to submit an evaluation of the Service (“Feedback”) to your American Express representative from time to time. We will own all rights and interest to Feedback. You may be asked to participate in case studies and provide testimonials where appropriate. We reserve the right to include this information in future American Express One AP™ marketing and promotions.

## AMENDMENTS

At any time, acting in our sole discretion, we may amend any of the terms, conditions and/or features that apply to your Account and to the Service, including this Agreement (collectively, “Amendments”). We will give you reasonable notice, electronically or by any other means permitted by law, including, but not limited to, by way of posting updated terms and conditions on the Portal or emailing you at the General Account Email Address. You agree to consult the Portal regularly and you acknowledge receipt of any notices that we make available through the Portal. See the provision entitled “Electronic Account Communications and Email Addresses” for more information. You agree to all such Amendments as a condition to your continued use of the Service. You may reject such changes by discontinuing use of the Service and terminating your Account.

You (and other Users you authorize to use your Account) may only make the elections (and changes to such elections) concerning the types and features of certain services available from us in connection with your Account that are specifically described in this Agreement.

## **DISPUTE RESOLUTION**

You agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation (“Claims”) will be resolved pursuant to this “Dispute Resolution” provision. For purposes of this “Dispute Resolution” provision, “you”, “we” and “us” includes any corporate parents, subsidiaries, affiliates or related persons or entities. You may not sell, assign or transfer a Claim.

### **Sending a Claim Notice**

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (“Claim Notice”) to each party against whom a Claim is asserted in order to provide an opportunity to resolve the Claim informally or through mediation. Go to [americanexpress.com/claim](http://americanexpress.com/claim) for a sample Claim Notice. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to the address we have on file for you or as otherwise provided by you. Notice to us must include your name and address and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the Claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.

### **Mediation**

In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim but helps parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within thirty (30) days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, [jamsadr.com](http://jamsadr.com)) or the American Arbitration Association (AAA) (1-800-778-7879, [adr.org](http://adr.org)) for mediation. We will pay the fees of the mediator. You and we agree to cooperate in selecting a mediator from a panel of neutrals and in scheduling the mediation proceedings.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled from the date you or we sent the Claim Notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our right to elect arbitration.

### **Arbitration**

You or we may elect to resolve any Claim by individual arbitration. Claims are decided by a neutral arbitrator.

IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. ARBITRATION PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT, AND DISCOVERY IS MORE LIMITED. THE ARBITRATOR’S AUTHORITY IS LIMITED TO CLAIMS BETWEEN YOU AND US ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS YOU AND WE AGREE IN WRITING. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT WILL APPLY ONLY TO THE SPECIFIC CASE AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD. THE ARBITRATOR’S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. EXCEPT AS

SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

#### *Initiating Arbitration*

Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this "Arbitration" provision and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within thirty (30) days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this "Arbitration" provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.

#### *Limitations on Arbitration*

IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER ACCOUNTHOLDERS OR OTHER PERSONS SIMILARLY SITUATED.

Notwithstanding any other provision in this Agreement and without waiving the right to appeal such decision, if any portion of this "Limitations on Arbitration" provision is deemed invalid or unenforceable, then the entire "Arbitration" provision (other than this sentence) will not apply.

#### *Arbitration Procedures*

This "Arbitration" provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the "Limitations on Arbitration" provision, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the Claim as permitted or required by law.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right of appeal as stated in this "Arbitration" provision and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within thirty-five (35) days after the arbitrator's award is issued. The parties will select a three-arbitrator panel administered by the selected arbitration organization to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered into in any court having jurisdiction. The arbitration hearing will take place in New York,

New York, but you may select to move the arbitration hearings to the federal judicial district of your residence.

#### *Equitable Relief*

Either party shall have the right to seek equitable relief (i) in arbitration prior to the arbitration proceedings to enforce the status quo, and (ii) in a court to enforce the confidentiality provisions set forth in this Agreement.

#### *Arbitration Fees and Costs*

You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the rules of the arbitration organization selected in accordance with this "Arbitration" provision.

#### *Continuation*

This "Dispute Resolution" provision will survive termination of your Account, any legal proceeding to collect a debt, any bankruptcy and any sale of you or your assets (in the case of a sale, its terms will apply to the buyer). If any portion of this "Dispute Resolution" provision, except as otherwise provided in the "Limitations on Arbitration" provision above, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this "Dispute Resolution" provision.

## **MISCELLANEOUS**

### **Recordings**

We may, in our sole discretion, make, monitor and retain recordings of telephone conversations between you and us.

### **Time Limit on Actions**

Any Claim or cause of action arising out of or related to this Agreement must be filed by you within one (1) year after such Claim or cause of action arose or forever be barred.

### **Notices**

Whenever this Agreement or applicable law requires or allows you to notify us electronically, you may email us at [oneapsupport@aexp.com](mailto:oneapsupport@aexp.com). You may also call us at 1-844-358-4025 (Monday - Friday, 8:00 AM ET to 5:00 PM ET) whenever this Agreement or applicable law requires or allows you to notify us by telephone. Except as otherwise set forth in this Agreement, you may mail us correspondence or notices required or allowed to be in writing under this Agreement or applicable law to the following address (or such other address as we may provide to you from time to time for this purpose): American Express Travel Related Services Company, Inc., 200 Vesey Street, New York, NY 10285, Attention: B2B Networks and AP Automation. You agree that we may provide notice to you by sending you an in-product message within the Service, emailing it to the General Account Email Address or other email that you have provided us, or mailing it to any postal address that you have provided us, as such addresses may be updated by the Authorized Officer or System Administrator (as applicable) in accordance with the "Electronic Communications and Email Addresses" provision set forth herein. All notices by any of these methods will be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed.

### **Assignment**

You may not assign or transfer the Account or any of your rights or obligations arising from the Service or any Transaction, whether voluntarily or by operation of law (including by way of sale of assets, merger,



consolidation, or otherwise), without our prior written consent.

**Governing Law**

This Agreement, and any dispute or claim arising from or related to the Service, will be governed by the laws of the State of New York, without giving effect to choice of law or conflicts of law provisions or principles.

**No Waiver**

Except as otherwise expressly provided for herein, failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

**Entire Agreement**

Notwithstanding anything to the contrary set forth herein or in any other agreement, this Agreement (including all exhibits, schedules, tables, appendices and attachments hereto) constitutes the entire agreement with respect to the Service and supersedes any previous oral or written agreements or understandings relating to the subject matter hereof, including, but not limited to, any agreement previously entered into by you with us or any of our Affiliates. By electronically accepting this Agreement, you acknowledge that this Agreement shall be deemed to be countersigned and accepted by us. In the event that any of the terms and conditions of this Agreement conflict with those of any other agreement, this Agreement will prevail as it relates to the subject matter contained in this Agreement. For the avoidance of doubt, the terms and conditions set forth in this Agreement shall apply only to your use of the Service as set forth herein and not to any other product or service offered by us or our Affiliates.

**Headings**

The headings, titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

**Negotiated Terms; Construction**

In construing this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term “or” is not exclusive; (iii) the term “including” means “including, but not limited to;” (iv) the term “day” means “calendar day”; and (v) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time.

## EXHIBIT A PAYMENT METHODS

### 1. CARD PAYMENTS

#### **Card Tokenization for American Express® Corporate Card and Business Card Customers**

You may make Card payments by sending or causing to be sent a fifteen (15) digit virtual card number generated by us for each Card payment you initiate through the Service (each, a “***Token Number***”) to your Suppliers in the United States. All Token Numbers processed through the Service shall be settled against your American Express® Corporate Card or Business Card in accordance with your Card Agreement. You agree that we shall process Token Numbers you initiate through the Service: (i) pursuant to the acknowledgements and authorizations you provide in and (ii) in accordance with the “Card Tokenization Service” description in, in each case, the Payment Services Agreement, which is incorporated herein by reference.

#### **Card Tokenization for American Express® Corporate Purchasing Card Customers**

You may make Card payments by sending or causing to be sent Token Numbers to your Suppliers in the United States through the Service. Company hereby agrees that all Card payments shall be subject to the terms and conditions of its Card Agreement.

You request the activation of the Card tokenization service for your American Express® Corporate Purchasing Card Account for use with the Service in the United States. For each Card payment initiated through the Service and authorized pursuant to this Agreement and through the Portal as designated by you, we will generate a Token Number that corresponds to your American Express® Corporate Purchasing Card account number and will deliver the Token Number by transmission (“***Token Delivery***”) to you through your Account or directly to the Supplier designated by you, as applicable. All Token Numbers processed through the Service shall be settled against your American Express® Corporate Purchasing Card account in accordance with your Card Agreement. The Token Number (i) may be a single-use or multi-use number and (ii) may remain valid for a certain amount of time following the date of the Token Delivery, during which time the designated addressee may submit and settle the Card payment. The Token Delivery may include, among other things, the following reconciliation payment transaction details: (1) date payment issued, (2) pre-authorized payment amount, (3) payment number, (4) invoice-level detail, (5) payment description, (6) payment type: American Express Card, and (7) Token Number.

You hereby acknowledge and agree to be bound by the terms and conditions of your Card Agreement and such agreement shall be incorporated by reference herein. You consent and authorize us: (i) to enable the Card tokenization service for your Corporate Purchasing Card set forth in this section as a Card payment Payment Method; and (ii) to share, release, communicate and provide to third parties, all relevant information and documentation pertaining to you, your Users and Suppliers that is necessary to effect the Card tokenization services to you and/or to provide new benefits, products or services. You acknowledge that it may be necessary for a third party to have access to such information in order to effectively provide Card tokenization services to you. You agree that except as otherwise expressly set forth in this Agreement, we will not provide notification to you or your Users with respect to delivery of such information to third parties and we have no responsibility or liability to verify what such third parties will do with information provided by us.

#### **Card to Bank Payments**

If you are an American Express® Corporate Card or Business Card customer, in lieu of receiving a Token Number for processing a Card Transaction, certain of your Suppliers may be enrolled in the Card to Bank Payment Service offered by American Express (the “***CTB Service***”), and each payment processed through the CTB Service, a “***CTB Payment***”). For each Card Transaction you initiate through the Service to a

Supplier enrolled in the CTB Service, such enrolled Supplier will receive a deposit of funds directly into their American Express merchant account for such CTB Payment without the processing of a Token Number, and such CTB Payment shall be settled against your American Express® Corporate Card or Business Card account. We will process CTB Payments: (i) pursuant to the acknowledgements and agreements you provide in and (ii) in accordance with the “Card to Bank Payments” description in, in each case, your Payment Services Agreement.

### **Liability**

You shall be fully liable to us for all charges incurred on each Token Number and each CTB Payment.

### **Payment Terms / Settlement**

You agree to pay all charges incurred on each Token Number and each CTB Payment processed through the CTB Service as shown on each consolidated monthly statement in accordance with your Card Agreement(s).

### **Termination of a Token Number or CTB Payment**

You may terminate a single Token Number if requested through the Service until such time that a Supplier has received authorization of the Token Number. The termination of an individual Token Number will not terminate the underlying AXP Account. If the underlying AXP Account is terminated for any reason, all Token Numbers created pursuant to such underlying AXP Account will terminate automatically. Upon and after termination of an individual Token Number, any credits posted by us in respect of any charges to such Token Number will be posted to the underlying AXP Account. You acknowledge and agree that we do not have the ability or obligation to honor any request for a stop payment, reversal or recall of a CTB Payment once you have submitted a request for a CTB Payment through the Service.

### **Card Payment Fees**

There is no fee to process Card Transactions through the Service.

## **2. CHECKS**

### **Check Service**

You may send checks to your Suppliers in the United States through the Service. We will facilitate check payments to Suppliers designated by you by printing and mailing such checks and enabling you to view details of such checks, including payment details and the mail date of checks (the “**Check Service**”).

### **Obligations**

You hereby represent and warrant that you have obtained all necessary consents for any Customer Data provided to us, including, but not limited to, Supplier information provided for notification purposes related to the Check Service. You are solely responsible for validation of all banking and other information, including but not limited to check templates, account information, dating of checks, and bank approvals. You acknowledge and agree that the printing and mailing of checks you request through the Check Service shall be done by our third-party supplier. We shall not assume any liability for any communication to Suppliers on your behalf, the printing and mailing of checks at your direction, or the accuracy or appropriateness of information contained in any check, as we will only pass-through information provided by you to your Suppliers. You agree that you shall indemnify us from and against any and all losses arising directly or indirectly from any errors contained in any check or an inability to process a check by any third party due to errors contained in any check prepared in accordance with information provided by you.

The Check Service allows for the post-dating of checks. You acknowledge that you have been informed that upon your submission of instructions to us, checks are automatically printed and remitted to a designated Supplier upon processing. Consequently, any post-dated checks may be remitted to a Supplier

prior to the date on the check. You acknowledge and agree that any consequences or damages arising or related to your decision to post-date a check shall be borne entirely by you and we shall not assume any liability with respect thereto.

### **Positive Pay Files**

In an effort to help defend against the occurrence of check fraud, we make available to you a Positive Pay file for each check requested through the Check Service, which file shall contain confirmation details about each such check. We recommend that you submit each Positive Pay file to your bank for review prior to the release of funds. You acknowledge and agree that only you have the ability to submit the Positive Pay file provided by us and that we cannot do so on your behalf. We do not represent or warrant that the use of Positive Pay files guarantees or ensures protection against fraudulent activity involving checks sent by you; rather, you acknowledge and agree that it is a measure designed to help reduce the risk of fraudulent activity. We hereby expressly disclaim any liability for any fraud attempted or perpetrated involving checks generated through the Check Service, regardless of whether or not you submitted Positive Pay files to your bank.

### **Stop Payment, Reversals and Recalls**

You acknowledge and agree that we do not have any obligation to honor any request for a stop payment, reversal or recall of checks once you have submitted a request for a check payment through the Check Service.

### **Check Fees**

You shall pay the Fees applicable to the Check Service as set forth in the “Fees and Billing” provision of this Agreement.

### **Consent and Authorization**

You consent and authorize us: (i) to enable the Check Service set forth in this Section 2 as a Payment Method for you; and (ii) to share, release, communicate and provide to third parties, all relevant information and documentation pertaining to you, your Users and Suppliers that is necessary to effect the Check Service to you and/or to provide new benefits, products or services. You acknowledge that it may be necessary for a third party to have access to such information in order to effectively provide you with the Check Service. You agree that except as otherwise expressly set forth in this Agreement, we will not provide notification to you or your Users with respect to delivery of such information to third parties and we have no responsibility or liability to verify what such third parties will do with information provided by us.

## **3. ACH**

### **Definitions**

The following additional definitions will apply to this Section 3:

“**ACH**” means the Automated Clearing House or any other electronic funds transfer system selected by us to process payments through the ACH Payment Service; “**ACH Payment**” means any payment you request us to make through ACH to your designated Suppliers; “**ACH Payment Service**” means the payment method by which we permit you to request, and we make, ACH Payments; and “**Nacha Rules**” mean the operating rules and guidelines of Nacha or any other ACH used to process ACH Payments, as such rules are in effect from time to time.

### **ACH Options**

You may choose between the following options made available by us through the Service: (i) the ACH File

Service (as defined below), whereby we generate ACH Files (as defined below) for processing by your bank or (ii) the ACH Payment Service, whereby you may send ACH Payments to your Suppliers in the United States. You acknowledge and agree that this is a one-time election and that upon making your election during initial Account set up, you will not be able to change your election thereafter. You further acknowledge and agree that the aggregate amount of ACH Payments you may process over a given period of time through the ACH Payment Service may be subject to certain limitations as set by us in our sole discretion. Contact your AMEX representative for additional details.

### **ACH Fees**

You shall pay the Fees applicable to the ACH File Service and the ACH Payment Service as set forth in the “Fees and Billing” provision in the Agreement.

### **ACH File Service**

Upon your request, we will create a Nacha-compliant file containing the details of the payment requested by you (the “**ACH File**”), which ACH File shall be made available for you to download through your Account (the “**ACH File Service**”). Once downloaded, you can submit the ACH File to your bank for processing on your bank account. We do not initiate or process any ACH Payments through the ACH File Service.

You are solely responsible for providing complete and accurate information required for us to create ACH Files, including but not limited to, required authorizations. You acknowledge and agree that we assume no liability for any communication from you to us or for any communication to Suppliers on your behalf or at your direction. We are not responsible for the content or format of ACH Files. You agree that you shall indemnify us from and against any and all losses arising directly or indirectly from any errors contained in any ACH File or an inability to process payments by any third party due to errors contained in any ACH File prepared in accordance with information provided by you.

You acknowledge and agree that we do not have any ability or obligation to honor any request for a stop payment, reversal or recall of ACH Files or payments once you have submitted an ACH File to your bank.

You consent and authorize us: (i) to enable the ACH File Service set forth in this Section 3 as a Payment Method for you; and (ii) to share, release, communicate and provide to third parties, all relevant information and documentation pertaining to you, your Users and Suppliers that is necessary to effect the ACH File Service to you and/or to provide new benefits, products or services. You acknowledge that it may be necessary for a third party to have access to such information in order to effectively provide you with the ACH File Service. You agree that except as otherwise expressly set forth in this Agreement, we will not provide notification to you or your Users with respect to delivery of such information to third parties and we have no responsibility or liability to verify what such third parties will do with information provided by us.

### **ACH Payment Service**

If you elect to use the ACH Payment Service, you may use such service to make ACH Payments to your Suppliers in the United States. Your use of the ACH Payment Service is subject to the terms and conditions relating to ACH Payments set forth in Section B of your Payment Services Agreement. You agree to be bound by the terms and conditions of the Payment Services Agreement and such agreement shall be incorporated by reference herein.

You agree that we shall process and make ACH Payments you initiate through the ACH Payment Service: (i) pursuant to the acknowledgements and authorizations you provide in and (ii) in accordance with the terms contained in, in each case, your Payment Services Agreement.

**EXHIBIT B**  
**MINIMIZING RISKS OF ONLINE FRAUD**

ONLINE FRAUD HAS BECOME A MAJOR CONCERN AS THIEVES SPECIFICALLY TARGET BUSINESSES TO STEAL MONEY FROM THEIR BANK ACCOUNTS VIA THE INTERNET. THIS IS OFTEN DONE BY CIRCUMVENTING SECURITY PROCEDURES AT YOUR END OF THE COMMUNICATIONS LINK WITH A FINANCIAL INSTITUTION. WE RECOMMEND THAT YOU CONSIDER THE FOLLOWING RECOMMENDATIONS FOR REDUCING THE RISK OF ONLINE FRAUD:

1. Reconciliation of all banking transactions on a daily basis.
2. Employ best practices (as they change over time) to secure your computer systems, including, but not limited to, the following:
  - If possible, and in particular for those that do high value or large numbers of online payment transactions, carry out all online payment activities from a stand-alone, hardened and completely locked down computer system from which email and Web browsing (other than for access to the Services) are not possible.
  - Be suspicious of emails purporting to be from us or another financial institution, government department or other agency requesting account information, account verification or banking access credentials such as usernames, passwords, PIN codes and similar information. Opening file attachments or clicking on web links in suspicious emails could expose your system to malicious code that could hijack your computer. WE WILL NOT ASK YOU FOR SENSITIVE INFORMATION IN AN EMAIL SO DON'T ANSWER ANY EMAIL REQUESTING SUCH INFORMATION. Install a dedicated, actively managed firewall, especially if you have a broadband or dedicated connection to the Internet, such as DSL or cable. A firewall limits the potential for unauthorized access to a network and computers.
  - Create as strong a password as is allowed by the relevant systems with characters that include a combination of mixed case letters, numbers and special characters.
  - Prohibit the use of “shared” usernames and passwords for online payment systems.
  - Use a different password for each website that is accessed.
  - Change the password a few times each year.
  - Never share username and password information for online services with third-party providers.
  - Limit administrative rights on users’ workstations to help prevent the inadvertent downloading of malware or other viruses.
  - Install commercial anti-virus and desktop firewall software on all computer systems. Free software may not provide protection against the latest threats compared with an industry standard product.
  - Ensure virus protection and security software are updated regularly.

- Ensure computers are patched regularly, particularly operating system and key application with security patches. It may be possible to sign up for automatic updates for the operating system and many applications.
- Consider installing spyware detection programs.
- Clear the browser cache before starting an online session in order to eliminate copies of web pages that have been stored on the hard drive. How the cache is cleared will depend on the browser and version. This function is generally found in the browser's preferences menu.
- Verify use of a secure session (https not http) in the browser for all online payments.
- Avoid using an automatic login feature that save usernames and passwords for online payments.
- Never leave a computer unattended while using any online payment service.
- Never access bank, brokerage or other financial services information at Internet cafes, public libraries, etc. Unauthorized software may have been installed to trap account number and sign on information, leaving you vulnerable to possible fraud.
- Understand this Agreement and other agreements with us and educate employees and agents about your liability for fraudulent transactions and the need to take security seriously.
- Stay in touch with other businesses to share information regarding suspected fraud activity.
- Immediately escalate any suspicious transactions to us. There is a limited recovery window for, in particular, ACH and wire transfers transactions and immediate escalation might prevent further loss.