



AMEX FOR DEVELOPERS

DEVELOPER AGREEMENT

Effective Date/Last Updated Date: October 10, 2016

PLEASE REVIEW THIS AMEX FOR DEVELOPERS-DEVELOPER AGREEMENT (this “**Agreement**”) CAREFULLY BEFORE REGISTERING FOR THE DEVELOPER PORTAL OR OTHERWISE ACCESSING OR USING ANY OF THE AMEX APIS, AMEX SDKS OR RELATED DOCUMENTATION OR MATERIALS, BECAUSE BY TAKING ANY OF THESE ACTIONS OR OTHERWISE INDICATING YOUR ASSENT TO THIS AGREEMENT, YOU WILL HAVE AGREED TO EACH TERM, CONDITION, AND DISCLAIMER IN THIS AGREEMENT AS OF THE DATE YOU HAVE FIRST TAKEN SUCH ACTION OR OTHERWISE INDICATED YOUR ASSENT (the “**Effective Date**”).

This Agreement is a legally binding agreement between the Developer (as defined below) and American Express Travel Related Services Company, Inc., a New York corporation (“**AMEX**”) (AMEX and Developer, each referred to individually as a “**Party**” and collectively as the “**Parties**”).

If you do not agree to the terms of this Agreement, you should not register for the Developer Portal or otherwise access or use any of the AMEX APIs, AMEX SDKs, or documentation or materials provided through the Developer Portal, and then you must not (and you are not granted any right to) access or use any of the AMEX APIs, AMEX SDKs, or documentation or materials in any manner.

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1. Definitions.

As used in this Agreement, the term “**Developer**” means you, the person registering for the Developer Portal and/or accessing or using the AMEX APIs, AMEX SDKs, or any of the documentation or materials provided hereunder.

If you are an individual working for a company, then the term “**Developer**” includes you and your company, and you and your company agree, jointly and severally, to be bound by this Agreement. You represent that you are fully competent, and have all authority necessary, to enter into this Agreement (including on behalf of your company, if applicable).

Other capitalized terms used in this Agreement have the meanings given in Section 16 (at the end of this Agreement) or elsewhere in this Agreement.

2. Licenses to Developer.

- 2.1 Developer Portal and AMEX Content.** Subject to the terms and conditions of this Agreement, AMEX hereby grants Developer a nonexclusive, worldwide, nontransferable license (without the right to sublicense) during the Term to access and use the Developer Portal and the AMEX Content solely for Developer’s internal purposes to develop, test, use, maintain, and distribute Developer Applications in order to provide services enabled by the AMEX APIs.



- 2.2 AMEX APIs and AMEX SDK.** Subject to the terms and conditions of this Agreement, AMEX hereby grants Developer a nonexclusive, worldwide, nontransferable license (without the right to sublicense) during the Term to use the AMEX APIs and AMEX SDKs solely to
- (a) develop, test, use, maintain, and distribute Developer Applications in order to provide services enabled by the AMEX APIs; and
 - (b) if Developer has valid Access Credentials, to use Developer Applications in accordance with the documentation contained in the AMEX Content solely in order to interact with the AMEX Platforms as enabled by AMEX via the AMEX APIs.
- 2.3 Use Restrictions.** Developer will not, and will not cause or permit any third party to:
- (a) use the Developer Portal, AMEX Materials, or any AMEX Platform in any manner
 - (i) *not expressly authorized by this Agreement or*
 - (ii) *inconsistent with this Agreement;*
 - (b) disassemble, decompile, decrypt, extract, reverse engineer or modify any AMEX Materials, or otherwise attempt to derive the source code of any software provided in or with the AMEX Materials or any algorithm, process or procedure contained within the AMEX Materials;
 - (c) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Developer Portal, AMEX Materials, or any AMEX Platform;
 - (d) circumvent, attempt to circumvent, or probe any applicable authentication or security measures of the AMEX Materials, Developer Portal, or any AMEX Platform or other system, network, or service of AMEX or its Affiliate;
 - (e) effect, or attempt to effect, any security breach or disruption of the AMEX Materials, Developer Portal, or any AMEX Platform or other systems, network, or service of AMEX or its Affiliate (for purposes of this Section, “disruption” includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, and attempts to “crash” a host);
 - (f) access or attempt to access portions of any AMEX Platform or other system, network, or service of AMEX or its Affiliate not specifically authorized by AMEX for Developer’s use under this Agreement;
 - (g) conduct any scan, penetration, or other testing on any AMEX Platform or other system, network, or service of AMEX or its Affiliate;
 - (h) submit to the AMEX API or any production AMEX Platform any transaction that is not a legitimate, bona fide transaction of the type described in the AMEX Content or this Agreement (including the Developer Portal Rules and Additional Terms) for the AMEX API;
 - (i) damage, disrupt, or impede the operation of any AMEX or AMEX Platform;
 - (j) modify, or obscure any copyright or other proprietary notices within the AMEX Materials;
 - (k) engage in any activity that restricts, inhibits, or interferes with any other developer’s use of the Developer Portal or any AMEX Materials or AMEX Platform;
 - (l) use any robot, spider, site search/retrieval application or other device to retrieve or index any portion of the AMEX Materials, Developer Portal, or AMEX Platform or collect information about other developers;
 - (m) use any automated means to create any user accounts (including Sandbox accounts); or
 - (n) engage in any fraudulent or illegal activity of any kind or use the Developer Portal, AMEX Materials, or an AMEX Platform for any unlawful, threatening, harassing, obscene or infringing purpose.
- 2.4 No Competitive or Disparaging Use.** Developer will not use the Developer Portal or any of the API Materials
- (a) to compete with AMEX or any of its Affiliates,
 - (b) for the benefit of any competitor of AMEX or any of its Affiliates, including any issuer of payment or credit cards, payment processor, electronic payment provider, or telecommunication provider, or
 - (c) in any manner that would offer, advertise, or promote any products or services that may damage, disparage, or be detrimental to AMEX or its Affiliates or their respective licensees, suppliers, or business partners.



2.5 Access Limits and Additional Terms.

- (a) AMEX may at any time, in its sole discretion, restrict or limit access to one or more portions or features of the AMEX Materials or AMEX Platforms so that they are accessible only to certain developers or users.
- (b) AMEX may require Developer’s acceptance of additional terms and conditions (“**Additional Terms**”) before Developer may access, use or go live into production with certain AMEX Materials or AMEX Platforms. Certain Additional Terms are set forth at **Rider 1.0** attached to this Agreement while other Additional Terms will be made available to Developer prior to production. Any such Additional Terms become a part of this Agreement with respect to the AMEX Materials or AMEX Platforms to which they apply. In case of any conflict, ambiguity, or inconsistency between the Additional Terms and any other terms set forth in this Agreement, the Additional Terms will control, but only with respect to the AMEX Materials or AMEX Platforms to which those Additional Terms apply.

2.6 No Other Licenses. Except as expressly provided in this Agreement, no license (express or implied) under any patents, copyrights, trademarks, trade secrets, or other worldwide intellectual property right of AMEX is granted to Developer.

3. Development; Integration; Approval.

3.1 Development Responsibility. Developer acknowledges that the AMEX Materials themselves are insufficient to allow Developer’s systems to function with AMEX Platforms. Programming, development, and maintenance of Developer Applications are Developer’s sole responsibility. Developer shall develop and maintain the Developer Applications in accordance with all requirements set forth in this Agreement and/or in the AMEX Materials. Developer will fully test the Developer Application and its integration with the AMEX Materials prior to any use, promotion, marketing, or publication of any Developer Application. Developer is solely responsible for all costs related to development, integration, approval, certification, and support of Developer Applications, including any modifications required to meet AMEX requirements.

3.2 Sandbox. AMEX authorizes Developer to access and use the Sandbox during the Term for the sole purpose of developing and testing Developer Applications. The Sandbox is provided on an “AS IS” basis, and AMEX makes no promises about the uptime or availability of the Sandbox. Developer may close its Sandbox account by following the instructions provided via the Developer Portal or the AMEX Content. When Developer’s Sandbox account is closed, Developer will not have any access to information or materials stored in the Sandbox. AMEX may in its discretion close Developer Sandbox accounts that are not actively accessed or used. Developer will not submit any production API calls with the Sandbox and will only use anonymized, non-live data with the Sandbox.

3.3 Access by AMEX; Cooperation. Developer will promptly provide (at any time before or after approval) AMEX with access to the Developer Applications and any other information that AMEX may request at any time regarding use and operation of the Developer Applications, so that AMEX may verify compliance with this Agreement and AMEX’s other requirements. Without limiting the foregoing, AMEX may conduct testing of the Developer Application at any time. Developer will cooperate with AMEX as reasonably necessary for AMEX or its authorized designee to test the Developer Application’s interaction with the AMEX Materials and AMEX Platforms.



3.4 Approval. Prior to any production use (i.e., any use other than Sandbox prototyping with anonymous, mock data), promotion, marketing, or publication of any Developer Application, Developer will apply for AMEX’s approval of the Developer Application. AMEX will review and may test your application based on any information provided under section 3.3 and, upon request by AMEX, any additional information provided by Developer. Approval of each Developer Application will include approval of all uses of the AMEX Marks and approval of the interaction of the Developer Application with AMEX Materials and AMEX Platforms. Approval may be given or withheld by AMEX in its sole discretion. If, after approval by AMEX, Developer makes any changes to the Developer Application that could affect interaction of the Developer Application with the AMEX Materials or AMEX Platform, Developer must again apply for AMEX’s approval in accordance with this Section. Developer shall not make any calls to the AMEX API or access any AMEX Platform in a manner that is not approved by AMEX. AMEX’s approval does not constitute any endorsement by AMEX or any of its Affiliates, nor does it result in any representations, warranties, or commitments by AMEX or any of its Affiliates, and Developer will make no representations or warranties regarding AMEX approval. Developer may not make any public statements that the Developer or the Developer’s Applications are affiliated with or sponsored, “certified” or otherwise endorsed by AMEX or any of its Affiliates, unless expressly permitted by AMEX in writing prior make such statements.

4. Use of AMEX APIs and AMEX Platforms.

4.1 Developer Account.

- (a) **Requirement for Account.** Developer must register for and maintain a current, valid Developer Portal account to obtain Access Credentials or cause any Developer Application to make calls to any of the AMEX APIs. A Developer Portal account may also be required of Developers to access certain AMEX API sandbox environments.
- (b) **Accurate Account Information.** Developer will maintain up-to-date and accurate information (including a current email address and other contact information) for Developer’s Developer Portal account.
- (c) **Updating.** AMEX may in its sole discretion require Developer to renew or update its registration for the Developer Portal or Developer’s Access Credentials.

4.2 Technical Contact. Developer shall make available at all times via telephone and email a technical contact person familiar with the AMEX Materials, each Developer Application, and Developer’s systems for questions regarding security, AMEX Materials usage, and similar matters. Developer’s technical contact will be the person identified in Developer’s registration information for Developer’s Developer Portal account. Developer may update the name or contact information for Developer’s technical contact by updating Developer’s registration information.

4.3 No Acceptance of AMEX Payment Devices. This Agreement does not authorize Developer to accept American Express cards or other AMEX Payment Devices or to submit any charges or credits to AMEX or any AMEX Affiliate. Any of the foregoing activities conducted by Developer must be conducted pursuant to a separate agreement between Developer and AMEX or one of its Affiliates.

4.4 Compliance with Developer Portal Rules. AMEX may in its discretion provide additional rules related to use of the Developer Portal, the AMEX Materials, and AMEX Platforms (“**Developer Portal Rules**”), which are incorporated herein by reference. Developer agrees that Developer and each Developer Application shall at all times comply with the Developer Portal Rules and the terms and conditions of this Agreement. AMEX may in its discretion at any time add, remove, or change the Developer Portal Rules. Developer is solely responsible for reviewing and checking for new or amended Developer Portal Rules. In case of any conflict, ambiguity, or inconsistency between the Developer Portal Rules and any other terms set forth in this Agreement (including any Additional Terms), the Developer Portal Rules will control, but only with respect to the AMEX Materials or AMEX Platforms to which those Developer Portal Rules apply.



4.5 Access Credentials.

- (a) Developer is responsible for requesting and receiving access credentials, including a Developer Application ID (“**Application ID**”), and production and testing keys (as applicable) to authenticate the Developer Application with AMEX Platforms (collectively, “**Access Credentials**”). Before providing any Access Credentials, AMEX may require Developer to verify its identity and/or obtain a private/public encryption key pair or other means for authentication.
- (b) Access Credentials furnished by AMEX remain AMEX’s sole property. Developer shall at all times maintain the confidentiality of such Access Credentials. Developer shall not disclose, assign, transfer, or otherwise make available such Access Credentials to any third party except for a third party contractor, under a duty of confidentiality, for the limited purpose of operating Developer’s Developer Application for the benefit of Developer. Developer shall not use such Access Credentials for any purpose other than as necessary to exercise Developer’s rights granted under this Agreement.
- (c) Developer will not request, collect, or obtain any Access Credentials through any deceptive or fraudulent means.
- (d) If Developer assigns or transfers its Developer Application to any third party, then the third party must apply for new Access Credentials from AMEX.
- (e) Developer will immediately notify AMEX if any of Developer’s Access Credentials are disclosed to any third party or if the security of those Access Credentials is compromised. Developer is solely responsible for all activities occurring with use of Developer’s Access Credentials, whether or not they are undertaken by or with the authorization of Developer.
- (f) AMEX may in its sole discretion, at any time, decline to issue Access Credentials, revoke Access Credentials, or restrict, throttle, suspend, or terminate Developer’s access to the Developer Portal, the API Materials, and/or AMEX Platforms.

4.6 Sandbox Access and Live Access.

- (a) **Sandbox Access.** During the term of this Agreement, while Developer has valid Access Credentials for the Sandbox if required by AMEX, Developer may access and use the Sandbox to develop and prototype Developer applications using anonymized, mock data only.
- (b) **Live Access.** AMEX grants live, production access to the AMEX API and AMEX Platforms on a per-Developer Application basis. For each Developer Application, AMEX will grant live, production access to the AMEX API and AMEX Platforms only if the Developer Application has received (and maintains) AMEX approval under Section 3.4 and the Developer and Developer Application otherwise remain in compliance with this Agreement.

4.7 AMEX API Call Limitations. The number of AMEX API calls that Developer will be permitted to make during any given period may be limited at AMEX’s sole discretion. Developer will not take any action that could harm or place an unreasonable, unusual, or disproportionately large burden on any AMEX Platform or other infrastructure of AMEX or any of its Affiliates. Unused AMEX API calls do not roll over to the next day or month, as applicable.

4.8 Postings. AMEX is under no obligation to review any messages, information or content (“**Postings**”) posted on the Developer Portal by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, AMEX may from time to time monitor the Postings on the Developer Portal site and may decline to accept and/or remove any Postings that contain, but not limited to, any of the following:

- (a) Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law.
- (b) advertisements or solicitations of any kind;
- (c) messages posted by users impersonating others;
- (d) personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references;
- (e) messages that offer unauthorized downloads of any copyrighted or private information;
- (f) multiple messages placed within individual folders by the same user restating the same point; or
- (g) chain letters of any kind.



Developer agrees not to post any of the foregoing to the Developer Portal. Developer hereby grants to AMEX a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to use, reproduce, display, perform, distribute, create derivative works of, and otherwise exploit in any manner all Postings made by Developer.

5. **Fees.**

AMEX reserves the right and may at its sole discretion, at any time, charge for Developer Portal, some or all of the AMEX Materials, or some or all of the features and functions made available by AMEX. Developer's only recourse if it does not agree to pay such charges will be to terminate this Agreement as provided in Section 11.2(b).

6. **Data Processing, Privacy, and Security.**

- 6.1 Developer Privacy.** In addition to the applicable provisions of this Agreement, all data about Developer will be collected, used, and transferred in accordance with API Portal's posted privacy notice set forth at <https://developer.americanexpress.com/online-privacy>.
- 6.2 AMEX Accountholder Information.** Developer will at all times comply with Developer's own privacy policy and with applicable law and will ensure that Developer's use of the AMEX Materials and the Developer Portal does not violate that privacy policy or applicable law. Developer will not process or use any AMEX Accountholder Information for any purpose other than to carry out Developer's obligations under this Agreement, any Additional Terms and in accordance with AMEX's written instructions.
- 6.3 Virus Protection.** All data, software, and materials, including any Developer Application and documents, that Developer provides to AMEX or uses or distributes in connection with the Developer Portal must be checked by Developer using Internet industry standard, up-to-date antivirus and anti-worm software and confirmed by Developer to be free of viruses, worms, harmful scripts and other malicious code prior to providing such materials to AMEX. Developer will not transmit any virus, worm, Trojan horse, or other malicious, destructive, or disabling code.
- 6.4 System Security; Reporting.** Without limiting the generality of anything in this Section 6, Developer's Developer Applications, servers, software, routers and other computer systems must be properly configured to Internet industry standards as required to securely operate each Developer Application. Developer shall promptly report to AMEX any security deficiencies in or intrusions to the foregoing systems in writing via email at support@devmail.americanexpress.com. Developer shall cooperate with AMEX to immediately correct any security deficiency, and will disconnect immediately any intrusions or intruder. In the event of any such security deficiency or intrusion, Developer shall make no public statements of any kind without AMEX's express prior written consent in each instance.

7. **Service Changes; Support.**

- 7.1 Service Changes and Interruptions.** Notwithstanding anything to the contrary, AMEX may, with or without notice, at any time change, suspend, or discontinue any aspect of the Developer Portal, AMEX Materials, or AMEX Platforms. Without limiting the foregoing, AMEX reserves the right, from time to time, without prior notice, to shut down any or all of the Developer Portal, AMEX APIs, or AMEX Platforms for maintenance and/or Updates. AMEX is not responsible or liable to Developer for any such downtime.
- 7.2 Updates.** From time to time, AMEX may, in its sole discretion, release Updates. AMEX will use commercially reasonable efforts to notify Developer in advance of any Update that will require Developer to modify its Developer Application for continued use with the AMEX API and the Developer Portal, provided that in some cases AMEX may release Updates without notice in its sole discretion (e.g., if data security or product concerns warrant an Update). Developer will promptly implement each Update. Updates may require Developer to modify its Developer Applications to maintain compatibility with, and continue to operate with, the Developer Portal, the AMEX Materials, and AMEX Platforms. Upon release of any such Update requiring modifications to the Developer Application, Developer shall apply for approval of such updated Developer Application in accordance with Section 3.4. AMEX will have no liability for any changes resulting from or required by an Update or any failure of Developer to implement any Update (including failure to properly modify the Developer Applications to comply with any Update).



7.3 Support. AMEX may in AMEX’s sole discretion elect to provide Developer with support or maintenance for some or all of the Developer Portal, AMEX Materials, or AMEX Platforms, and may modify, suspend, or terminate such support, in whole or in part, at any time without notice to Developer. Notwithstanding the foregoing, AMEX will use commercially reasonable efforts to respond to reasonable Developer inquiries regarding the AMEX APIs and AMEX Content, provided such inquiries are sent to AMEX via the mechanisms provided on the Developer Portal from time to time.

8. Ownership and Licenses Granted to AMEX.

8.1 AMEX Materials. No right, title, or interest in or to any intellectual property rights in any AMEX Materials or the Developer Portal is transferred to Developer except for the limited licenses expressly set forth herein. AMEX and its licensors reserve all rights in the AMEX Materials and the Developer Portal not expressly granted under this Agreement.

8.2 Improvements to AMEX APIs. AMEX shall own all right, title, and interest in and to any modifications, derivatives, improvements, enhancements, or extensions of or to any of the AMEX APIs, AMEX SDK or AMEX Content, including any related intellectual property rights therein (“**Improvements**”), regardless of which Party created such Improvements. Developer hereby irrevocably assigns to AMEX all of Developer’s right, title, and interest in and to such Improvements. Developer agrees to execute such documents, render such assistance, and take such other action as AMEX may reasonably request, at AMEX’s expense, to apply for, register, perfect and protect AMEX’s rights in the Improvements. Developer waives any and all moral rights, including any right to identification of authorship or limitation on subsequent modification that Developer or its employees or contractors may have in any Improvements.

8.3 Developer Applications. Subject to AMEX’s rights in the AMEX APIs, AMEX SDK, AMEX Content, and Improvements, Developer will retain all right, title and interest in and to its Developer Applications.

8.4 Licenses to AMEX.

(a) **Applications.** Developer hereby grants to AMEX and AMEX’s Affiliates a nonexclusive, worldwide, non-transferable license, during the Term, to access and use Developer’s Developer Applications for review and testing purposes and other related purposes and to confirm compliance with this Agreement.

(b) **Gallery.** AMEX may publish a gallery and/or directory of applications and developers (the “**Gallery**”). If Developer submits a Developer Application for inclusion in the Gallery, Developer grants AMEX a nonexclusive, worldwide, royalty-free license to use, display, perform, and distribute the Developer Application in the Gallery and to demonstrate, market, or promote the Developer Application in connection with the Developer Portal. Developer agrees that AMEX is not obligated to include Developer or any Developer Application in the Gallery or to conduct any use, demonstration, marketing, or promotion of the Developer Application.

(c) **Marks.** Developer hereby grants to AMEX a nonexclusive, worldwide, royalty-free license to use and display Developer’s trademarks, trade names, service marks, logos, avatars, and similar identifiers (“**Developer Marks**”) for the purpose of identifying Developer and Developer Applications in connection with the Developer Portal, including in the Gallery and to publicize Developer’s use of the Developer Portal, AMEX Materials, and AMEX Platform.

8.5 Feedback. Any ideas, suggestions, guidance, or other information or materials disclosed by Developer related to the Developer Portal, Amex Platform, Amex Content or AMEX’s confidential information and any intellectual property rights relating to any of the foregoing shall be collectively deemed “Feedback.” All Feedback you provide will be treated as non-confidential and non-proprietary by AMEX and its Affiliates who may use the Feedback for any purpose whatsoever without restriction and without any obligation, compensation or other liability to Developer. Except as otherwise provided in Section 8.2, Developer agrees to grant and hereby grants to AMEX a nonexclusive, perpetual, irrevocable, royalty free, fully paid up, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction. Notwithstanding the foregoing, AMEX maintains a general policy of not accepting or considering any unsolicited creative ideas, suggestions or materials from the public regarding its products and services not mentioned above.



8.6 AMEX Development Not Restricted. Developer acknowledges and agrees that AMEX may independently develop applications, content, and other products and services that may be similar to or competitive with Developer Applications and their content, and nothing in this Agreement will restrict or prevent AMEX from developing or exploiting any of the foregoing.

9. Developer Warranties.

Developer represents and warrants that (a) all information provided to AMEX by or on behalf of Developer in connection with registration and use of the Developer Portal and the AMEX Materials is true and accurate, (b) Developer Applications are the original work of Developer, and Developer has all rights necessary to develop, use, and distribute Developer Applications, (c) Developer Applications do not infringe any patent, copyright, trademark, trade secret, or other intellectual property right of any third party throughout the world, (d) Developer and Developer Applications will at all times comply with all applicable federal, state, local, and international laws, rules, regulations, and orders of governmental authorities.

10. Relationship with End Users.

10.1 Relationship with End Users. Developer is solely responsible for all aspects of its relationship with end users of Developer Applications. Developer will provide reasonable technical support to end users of Developer Applications and shall not refer any end user to AMEX for support. AMEX and its Affiliates have no obligations or liability to end users related to the Developer Applications or the AMEX Materials.

10.2 End User Terms. AMEX reserves the right to require Developer to present legal, regulatory or other disclosures to Developer’s end user and/or require Developer to enter into a valid and enforceable agreement with its end users which includes minimum terms and conditions provided by AMEX through the Developer Portal, before providing end users with access to AMEX Materials included in or linking with the Developer Applications.

11. Term; Termination.

11.1 Term. The term of this Agreement will commence on the Effective Date and continue until terminated by either Party as set forth in Section 11.2 below (“**Term**”).

11.2 Termination.

- (a) By AMEX. AMEX may, without liability to Developer, terminate this Agreement, suspend or terminate this Agreement or Developer’s access to the Developer Portal, the API Materials, and/or AMEX Platforms, in whole or in part in any of the following cases:
 - (i) Developer or Developer Application exceeds AMEX’s API transaction limits, violates any provision of AMEX’s policies or the Developer Portal Rules, violates applicable law, or in AMEX’s determination could harm or place an undue burden on the systems or networks of AMEX or its Affiliate;
 - (ii) Developer breaches this Agreement or any other agreement with AMEX or its Affiliate and fails to cure that breach within ten (10) days;
 - (iii) Developer becomes insolvent, fails to pay its debts when due, dissolves or ceases to do business, files for bankruptcy or has filed against it a petition in bankruptcy;
 - (iv) Developer fails to pay any amount due to AMEX or its Affiliate under this or any other agreement;
 - (v) AMEX determines that it is required to terminate or suspend by law or order of a governmental agency with jurisdiction or AMEX determines that any Developer Application causes a legal or financial risk;
 - (vi) AMEX receives complaints or support requests from AMEX Account Holders or other users regarding any Developer Application that are significantly higher in number or severity compared to other programs and AMEX determines that such complaints are attributable to Developer or a Developer Application, or Developer fails to provide adequate customer support;
 - (vii) AMEX determines that a Developer Application infringes or misappropriates intellectual property rights of AMEX, its Affiliate, or any other party;



- (viii) there is a breach of confidentiality or security obligations under this Agreement or Developer otherwise tampers with, modifies, corrupts, or otherwise attempts to interfere with the security of or functionality of the Developer Portal, the AMEX Materials, or any AMEX Platform;
 - (ix) AMEX determines that there is a high risk of fraudulent transactions or other misuse of the AMEX Materials, AMEX Platforms, or the Developer Portal;
 - (x) AMEX otherwise has such right under the terms of this Agreement; or
 - (xi) for any reason, with or without cause, at any time upon thirty (30) days' notice to Developer.
- (b) By Developer. Developer may, in its sole discretion at any time, and without liability to AMEX, close their account and terminate this Agreement in its entirety upon notice to AMEX at support@devmail.americanexpress.com. Such notice must include Developer's name, address, email address and company name.

11.3 Effect of Termination. Upon termination of this Agreement for any reason, Developer must immediately cease all use of the AMEX Materials and return or destroy all AMEX Content and Confidential Information of AMEX in Developer's possession. Developer is solely responsible for notifying and supporting its end users. The provisions of Sections 1, 2.3, 2.4, 2.6, 6, 8, 9, 11.3, 12, 13, 14, and 15, as well as Developer's liability for amounts due or other liability under this Agreement, will survive any termination of this Agreement in accordance with their terms.

12. Limitation of Liability.

IN NO EVENT WILL AMEX OR ITS AFFILIATES OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS BE LIABLE TO DEVELOPER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA, OR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF ANY PROVISION OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE AMEX MATERIALS, THE DEVELOPER PORTAL, OR ANY OTHER SERVICES, SOFTWARE, OR MATERIALS PROVIDED TO DEVELOPER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), EVEN IF AMEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification.

Developer agrees to indemnify, defend and hold harmless AMEX and its affiliates and their respective officers, agents, licensors, employees and contractors from and against any and all third party claims, suits, actions, or proceedings (and all related liability, loss, cost, damage, and expense, including reasonable attorneys' fees) arising from or related to:

- (a) Developer's breach of this Agreement;
- (b) Developer's use of any of the Developer Portal, any AMEX Materials, or any AMEX Platform;
- (c) any Postings made by Developer; or
- (d) Developer's development, distribution, or use of any Developer Application or any other software or materials that access any AMEX Materials or AMEX Platform or are otherwise provided to AMEX in connection with this Agreement, including any alleged infringement or misappropriation of any third party's copyright, patent, trademark, trade secret or other worldwide intellectual property rights.

AMEX shall have the right to participate, at AMEX's expense, in its defense with counsel of its choosing. In no event shall Developer enter into any settlement or like agreement any third party that affects AMEX's or its affiliates' rights or binds AMEX or its affiliates in any way without AMEX's prior written consent.



14. No Warranty.

AMEX PROVIDES THE DEVELOPER PORTAL, AMEX MATERIALS, AND AMEX SYSTEMS TO DEVELOPER ONLY ON AN “AS IS” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. AMEX MAKES NO REPRESENTATION OR WARRANTY THAT THE DEVELOPER PORTAL, AMEX MATERIALS, AMEX SYSTEMS, OR ANY DEVELOPER APPLICATION WILL BE ERROR FREE, RELIABLE, ACCURATE, COMPLETE OR OTHERWISE VALID. DEVELOPER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE DEVELOPER PORTAL, AMEX MATERIALS, AMEX SYSTEMS, ANY DEVELOPER APPLICATION, OR ANY OTHER SOFTWARE OR MATERIALS THAT ACCESS ANY AMEX MATERIALS OR AMEX SYSTEM AND ASSUMES ALL RISKS ASSOCIATED WITH EXERCISE OF DEVELOPER’S RIGHTS UNDER THIS AGREEMENT. THE FOREGOING DISCLAIMERS APPLY NOTWITHSTANDING AMEX’S OBLIGATIONS, AND ANY APPROVAL, UNDER THIS AGREEMENT, AND AMEX DOES NOT CERTIFY, REPRESENT, OR WARRANT THAT DEVELOPER, ANY DEVELOPER APPLICATION, OR DEVELOPER’S SOFTWARE, SERVERS OR ANY OTHER SYSTEMS ARE PCI-DSS COMPLIANT AND AMEX EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY FAILURE OF ANY OF THE FOREGOING TO BE PCI-DSS COMPLIANT.

15. General.

15.1 Governing Law. This Agreement will be governed by the laws of the United States and the State of New York, excluding the application of its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

15.2 **Alternative Dispute Resolution.**

(a) **Procedures.** The Parties 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 (each, a “Dispute”), shall be submitted first to non-binding mediation. If the Dispute is not resolved through mediation, then, upon the election of any Party, the Dispute shall be submitted for binding arbitration. Unless the Parties agree otherwise, any mediation and/or arbitration shall take place in the State of New York, New York County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association (“AAA”). The provisions of this Section 15.1 may be enforced in any court of competent jurisdiction. Each Party will be responsible for paying its respective shares of the arbitration fees (including filing, administrative, hearing and/or other fees) as provided by AAA rules. Notwithstanding anything to the contrary, AMEX may seek relief in any court of competent jurisdiction as it deems necessary to enforce or protect its intellectual property rights and confidential information.

(b) **Restrictions on Arbitration.** Each Dispute shall be arbitrated on an individual basis. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The arbitrator’s authority to resolve a Dispute and to make awards is limited to Disputes between the Parties to this Agreement alone, and is subject to the limitations of liability set forth in this Agreement. Furthermore, Disputes brought by any Party to this Agreement against another may not be joined or consolidated in arbitration with any one or more Disputes brought by or against any third party, unless agreed to in writing by all Parties. No arbitration award or decision on any Dispute shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. Should any portion of this Section 15.1(b) be stricken from this Agreement or deemed otherwise unenforceable, then this entire Section 15.1 shall be stricken from this Agreement.

15.3 Equitable Relief. Developer acknowledges and agrees that Developer’s breach of this Agreement would cause irreparable harm to AMEX or its affiliates or suppliers, for which they would not have an adequate remedy at law, and therefore AMEX and its affiliates and suppliers will be entitled to immediate equitable relief, including injunctive relief, to enjoin such breach, without posting bond or other security.



- 15.4 Severability.** If any provision of this Agreement is invalid or unenforceable, that will not affect the validity or enforceability of the remaining terms of this Agreement, and such provision will be enforced to the maximum extent permissible under applicable law so as to affect the intent of the Parties.
- 15.5 Export.** Developer will comply with all applicable export and import control laws and regulations regarding the Developer Portal, AMEX Materials, and AMEX Platforms and will not export or re-export the AMEX Materials without the required United States and foreign government licenses.
- 15.6 Assignment.** This Agreement may not be assigned or transferred by Developer (in whole or in part and whether voluntarily, involuntarily, or by operation of law) without the prior written consent of AMEX and any attempt by Developer to do so will be null and void and of no effect.
- 15.7 Independent Contractors; Nonexclusive Relationship.** The relationship of the Parties established by this Agreement is that of independent contractors. No Party has the authority to bind the other or assume or create any obligation or liability on the other's behalf. This Agreement does not obligate any Party to negotiate toward or enter into any other business relationship with another Party or prevent any other Party from entering into negotiations or agreements with other persons.
- 15.8 Notices.** Any notice required or permitted hereunder will be in writing and delivered as follows. Notices from Developer to AMEX will be sent by courier or overnight delivery service to:

American Express Travel Related Services Company, Inc.
American Express Tower
Three World Financial Center
200 Vesey Street
New York, NY 10285
Attn: Chief Technology Counsel.

Notices from AMEX to Developer will be sent by electronic mail to the address Developer provided when registering for access to the AMEX APIs or any postal mail address otherwise provided by Developer. Any Party may change its address upon notice to the other Parties.

- 15.9 Amendment; Waiver.** AMEX reserves the right, in its sole discretion, to modify the terms of this Agreement at any time. You can find the most recent version of this Agreement at <https://developer.americanexpress.com/terms>. AMEX will provide notice to all registered Developers of changes to these terms and a link to the most current version of these terms within that notice. Developers are responsible for maintaining a valid, working email on file with AMEX and delivery of the notice will be effective upon AMEX sending the email notice to the Developer email address Developer has provided to AMEX, not upon receipt. The most recent modification date will be noted by the "Effective Date" above. If you do not agree to any modification of this Agreement, you may terminate this Agreement and stop using the Developer Portal.

This Agreement may otherwise only be modified or waived only by a written document signed by authorized representatives of all Parties. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default.

- 15.10 No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any person or entity other than the Parties hereto any legal or equitable rights hereunder.
- 15.11 Construction.** The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." All references in this Agreement to "Sections" are intended to refer to sections of this Agreement.
- 15.12 Entire Agreement.** This Agreement constitutes the complete agreement among the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such matters.

16. **Definitions.**

“**Affiliate**” means any Entity that controls, is controlled by, or is under common control with a Party, including its subsidiaries. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through 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.

“**AMEX Accountholder**” means an individual or Entity

- (a) that has entered into an agreement establishing an AMEX Payment Device account with AMEX, its affiliates or licensees licensed to issue AMEX Payment Devices and to engage in the AMEX Payment Device issuing business, or
- (b) whose name appears on the AMEX Payment Device.

“**AMEX Accountholder Information**” means all data and information about AMEX Accountholders and transactions including Transaction Data, and AMEX Accountholder name, addresses, card or account numbers, and Card Identification (CIDs) numbers.

“**AMEX API**” means each of the application programming interfaces made available by AMEX through the Developer Portal, as it may be modified from time to time by AMEX.

“**AMEX Content**” means any and all manuals, user guides, specifications, technical documentation, web pages, content, data, and information or other documentation provided by AMEX through the Developer Portal, as each of the foregoing may be modified from time to time by AMEX, but excluding the AMEX APIs and AMEX SDKs.

“**AMEX Materials**” means, collectively, the AMEX APIs, AMEX Content, and AMEX SDKs made available at any time by AMEX to Developer via the Developer Portal.

“**AMEX Payment Device**” means any card, account number, barcode, digital representation, or other account access or payment device issued by AMEX or an AMEX Affiliate or one of their respective licensees and bearing the American Express name or bearing a trademark, service mark or logo owned or marketed by AMEX or its Affiliate.

“**AMEX SDK**” means each of the software development kits provided by AMEX to Developer through the Developer Portal, as it may be modified from time to time by AMEX.

“**AMEX Platform**” means a system, network, or service of AMEX or any AMEX Affiliate, for which AMEX makes available access to Developer or any Developer Application. For each Developer Application, the applicable AMEX Platform is the AMEX Platform designated by AMEX for access by that Developer Application.

“**Developer Application**” means an application, whether for personal computer, smartphone, tablet, or other device, developed by Developer for purposes of interfacing with the AMEX APIs in order to access and interact with AMEX Platforms, that has been approved by AMEX in accordance with Section 3.4 and for which such approval is current.

“**Developer Portal**” means the AMEX Developer Portal online service made available by AMEX, including the <https://developer.americanexpress.com> website, forums, discussion areas, support services (if any), and the Sandbox, as each of the foregoing may be modified by AMEX.

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

“**Sandbox**” means a set of interfaces, tools, services or other components made available by AMEX for developers to test their applications, as it may be modified from time to time by AMEX. The Sandbox is part of the Developer Portal.

“**Term**” has the meaning set forth in Section 11.1.

“**Transaction Data**” means all information required by AMEX or its Affiliate evidencing one or more charges and/or credits, including information obtained at the point of sale, information obtained or generated during authorization and submission, location information and any chargeback.

“**Updates**” means bug fixes, updates, upgrades, modifications, enhancements, supplements and new releases of any of the AMEX Materials or the Developer Portal.



RIDER 1

Additional Terms – Section 2.5(b)

Pursuant to Section 2.5(b) of the Agreement, when Developer accesses or uses the AMEX Materials or AMEX Platforms, Developer additionally agrees to the following additional terms and conditions. These Additional Terms are part of the Agreement but only with respect to the AMEX Materials or AMEX Platforms to which they apply.

PRODUCT/ API	ADDITIONAL TERMS
ATM Locator	The ATMs identified via the ATM Locator API are not operated by American Express and American Express is not responsible if an ATM is out of service or no longer accepts an American Express card. American Express makes no guarantee that the information about the ATMs is accurate or up to date, and solely relies on the third party operators to provide such information about the ATM. Developer is solely responsible for ensuring any public dissemination of the application leveraging the ATM Locator fully discloses same to all end users. To the extent any application uses the information about its end user’s device and or the end user’s location to provide the ATM Location or any other customer facing service, including displaying advertising such end users, Developer is solely responsible for procuring all applicable consents prior to engaging in any such activities.
Enhanced Authorization	For Developers that use the Enhanced Authorization API, the terms of your American Express Card Acceptance Agreement (“CAA”) are hereby incorporated by reference. For the avoidance of doubt, information submitted to us via the Enhanced Authorization API shall be deemed Cardmember Information under the CAA.”