

## **Terms of Use for VerifyIt**

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### **1. Description of Service**

The Site provides authorized users online access to automated address verification in connection with the acceptance of American Express® Cards issued by American Express or by financial institutions under license from American Express ("Licensees"). All access to and use of the Service is made available through Licensees to authorized Service Establishments of the Licensees, subject to and governed by: (i) the relevant agreements between the Service Establishments and the Licensees and (ii) these Terms of Use. The Service is owned and operated by American Express Travel Related Services Company, Inc., and for the sole purpose of allowing American Express Card-accepting merchants such as your company to validate address information linked to American Express® Cards in an automated manner (the "Authorized Business Purpose").

### **2. Additional Terms Applicable**

In addition to these Terms of Use and your company's agreements with Licensee, all users of this Site are subject to the American Express Verify-it Privacy Statement and Cookie Policy which is provided in the footer of the Site. In the event of an inconsistency or conflict between or among these Terms of Use and/or the American Express Verify-it Privacy Statement and Cookie Policy, the order of precedence shall be: first, these Terms of Use, then the Verify-it Privacy Statement and Cookie Policy. User access to and use of the Site is also subject to all applicable international, federal, state and local laws and regulations.

### **3. Your Use of the Site**

You represent and warrant that: 1) your company has duly authorized you to access and use the Site for the Authorized Business Purpose and 2) your access to the Site shall be solely for the Authorized Business Purpose. Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

### **4. No Warranties**

You acknowledge that the responses received regarding the information that you will be validating is populated completely with automated information currently contained in the American Express network systems and may not reflect recent updates to Cardmember account information. You also acknowledge that the information you will be validating is not linked to any transaction in particular and any responses received do not guarantee a particular transaction is valid or bonafide. AMERICAN EXPRESS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF SUCH INFORMATION WHICH IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

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**6. Privacy and Security**

Upon the completion of the enrollment process, you will have access to the Service with your Service Establishment Identification Number. You are solely and entirely responsible for maintaining the confidentiality of your Service Establishment Identification Number and all activity conducted with the Service including, without limitation, the use of the Service. You may

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**7. Transmission of Personal Data**

User acknowledges and agrees that by providing American Express with any personal or proprietary user information through the Site, user consents to the transmission of such personal or proprietary user information over international borders as necessary for processing in accordance with American Express' standard business practices.

**8. Modifications to Site or Terms of Use**

American Express reserves the right to modify these Terms of Use at any time without notice to you. We will indicate that changes to these Terms of Use have been made by updating the "Last Modified" date indicated at the top of the document and updating on the link at the bottom of the Site. Unless otherwise noted, such modifications are effective immediately upon their posting to the Site. It is your sole responsibility to check the Site periodically to be aware of such modifications. Your access, link to, or use of the Site and its services after the posting of the modifications to these Terms of Use will constitute your continued agreement to these Terms of Use, as modified. If you do not agree to the current or modified Terms of Use, you must discontinue using the Service.

**9. Violation of Terms of Use**

American Express reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access from a particular Internet address to the Site.

#### **10. Use of "Cookie" File Features**

American Express reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Site to reflect users' preferences. The American Express Verify-it Privacy Statement and Cookie Policy provides additional information regarding American Express' use of cookies as well as procedures for disabling cookies.

#### **11. Access to Password Protected/Secure Areas**

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

#### **12. Copyright/Trademarks**

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Users of this Site agree to submit to the laws of the State of New York, USA and applicable federal law without regard to conflicts of laws principles.