

GENERAL

- 1.1. The parties to this agreement are American Express Services Europe Limited ("Amex") and an individual who registers to use Amex Expense ("User"). These Terms of Use are intended to govern the terms and conditions of the User's use of the Service.
- 1.2. The Service is provided by Findity AB ("Findity"), a third party, on Amex's behalf.
- 1.3. By creating an account in the Service, the User agrees to be bound by and to comply with the Terms of Use.

2. DEFINITIONS

- 2.1. "Applicable Data Protection Legislation" refers to the General Data Protection Regulation (GDPR), (EU) 2016/679 and replacement acts, applicable UK law regarding data protection, and associated rules and regulations issued by a regulatory authority.
- 2.2. "Registration Information" refers to the information regarding name and other details the Service requests of the User when registering or at a later date.
- 2.3. The "Service" refers to the web- and application-based service provided by Findity on Amex's behalf for the management of business and travel expenses.
- 2.4. "Personal Data" refers to any information that relates to an identified or identifiable natural person, whereby an identifiable natural person is a person who can be directly or indirectly identified specifically by reference to an identifier such as a name, identification number, location information, or online identifier, or one or more factors specific to the natural person's physical, physiological, genetic, psychological, economic, cultural, or social identity.

3. DESCRIPTION OF THE SERVICE

- 3.1. By registering for the Service, the User grants Amex and Findity (as provider of the Service) the right, on behalf of the User, to collect, receive, store and process the User's transactions in the accounts of the banks, financial institutions or similar market participants specified by the User of the Service for the purpose as set out in Section 3.2.
- 3.2. The purpose of the Service is to provide a more user-friendly and efficient service that simplifies the handling of receipts linked to card purchases that are to be reported to the User's employer or to be forwarded to third party accounting firm or payroll consultant. This will mainly be done through an account information service that shows the User's new transactions from the cards that the User has chosen to connect. The transactions are displayed each time the User logs in to the Service. When the User chooses to create an expense item transaction, the transaction is stored in the Service and the User then completes the transaction data with a picture of the receipt.
- 3.3. The User can choose to activate the Service. By choosing to activate the Service, the User accepts the Terms.

- 3.4. When registering, the User must state which account information the User wishes the Service to retrieve the information from. This is done by connecting the User to Amex and via the Amex login which authenticates which account the transactions are to be retrieved from. Thereafter, the User is authenticated to Amex. Amex may request the User to obtain a new approval every 90 days (Amex may change such timeframe and will notify the User of any such changes).
- 3.5. The account information obtained in the Service for example, transaction date, place of purchase, amount and currency, will - after the information has been checked against a receipt - enable the User to create an expense item.

4. ACCESS TO THE SERVICE

- 4.1. The User gains access to the Service by receiving via email an invitation to the Service. Using the invitation, the User creates a User account to use with the Service. The User undertakes to provide the correct information regarding their name and other details as requested at registration or at a later date.

5. USE OF THE SERVICE

- 5.1. The User is responsible for their use of the Service and for the results that arise from using the Service.
- 5.2. The User is responsible for the accuracy of the information and details provided by the User, both when registering and using the Service. If the information requires updating, the User is responsible to update such information in the Service.
- 5.3. The User is responsible for ensuring that their username, password, and other login information are not accessed without authorisation. Should the User become aware or suspect that such information has been accessed without authorisation, the User shall immediately contact Amex via the contact information published in the Service.
- 5.4. Should the User consider that any content in the Service violates the Terms of Use, the User shall immediately report it to Amex via the contact information published in the Service.
- 5.5. In the event that the User accepts these Terms of Use and creates a User account, such User account may at any time be subject to additional terms that result from the prevailing agreement between Amex and User and Terms of Use.
- 5.6. The User is aware of and accepts that Amex may take measures that may change the Service as provided to the User or impose access restrictions on the User's access to the Service.
- 5.7. The User shall indemnify and hold Amex, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers, employees and suppliers harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the User's use of the Services, any breach of the Terms of Use, by the User, or other users of a Service using the User's login information or credentials.

6. DATA PRIVACY

- 6.1. In order for the User to use the Services, Amex will process Personal Data (including certain Registration Information provided by the User, such as name and email address). Amex is the data controller for the processing of such Personal Data.
- 6.2. Personal Data is processed in order to be able to administer the Service, manage expenses in relation to the User, and preserve accounting records.
- 6.3. You have the right to access, update, restrict, object to, port, and erase your personal information.
- 6.4. For more information about your rights or the way Amex processes your personal data, please refer to the [American Express Online Privacy Statement](#) and the [cardmember privacy statement](#).

7. LINKS TO OTHER WEBSITES

- 7.1. The Service may contain links to other websites or information services belonging to third parties. Amex is not responsible for information content or information reliability regarding the information on websites or information services of third parties.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Amex's licensor owns all rights, including intellectual property rights, to the Service, as well as the software and technical solutions contained therein. Amex has the right to further license the right to use the Service to the User.
- 8.2. Amex grants the User a non-perpetual, non-transferable, and non-exclusive right to use the Service in the manner set out in the Terms of Use.
- 8.3. The User may not use the Service's content to a greater extent than that which follows from the features of the Service or as expressly stated in the Terms of Use. In no circumstances does the provision or use of the Service mean that copyright or other intellectual property rights are transferred to the User. The User may not, beyond that which has been granted in writing by Amex, use, copy, modify, or otherwise handle material belonging to the Service, nor transfer or assign the right to such material to another.

9. THE USER'S DATA

- 9.1. At termination, the User is responsible for taking from the Service all of the User's data, as may be needed by the User in the future. Findity (as provider of the Service and Amex's data processor) stores the User's data (which may include Personal Data) on behalf of Amex for a maximum of thirty (30) days after the User has deleted their account, after which Findity will delete the User's remaining material from Findity's servers.

10. DURATION OF SERVICE USE

- 10.1. The Terms of Use come into force through the User's acceptance of the Terms of Use in connection with the

registration of the Service and shall remain binding until the User account has been terminated.

- 10.2. Upon termination of these Terms of Use the User must ensure that they have the necessary backups, etc. of content the User wishes to keep upon termination of the Service.

11. CHANGE OF SERVICE AND TERMINATION

- 11.1. Amex continuously develops the Service. Amex may add or remove features in the Service, add or create restrictions regarding the Service, and discontinue the provision of the Service.
- 11.2. In the event a User breaches these Terms of Use, Amex is entitled to immediately suspend the User's right of use of the Service. Amex does not need to provide special notice or otherwise inform or justify such action.

12. TRANSFERS, ETC

- 12.1. The User may not grant, assign, or otherwise transfer any of their rights or obligations under these Terms of Use.

13. CHANGE OF TERMS

- 13.1. These Terms of Use may be amended by Amex upon two months' notice to the User. Continued use of the Service shall be deemed acceptance of any changes. If the User does not accept the changes the User may terminate the Service with immediate effect before the date on which the changes are proposed to come into effect.

14. LIMITATION OF LIABILITY

- 14.1. In no event shall Amex, its direct or indirect subsidiaries, controlled affiliates, agents, employees or representatives be liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind in connection with or arising out of these Terms of Use.

15. JURISDICTION

- 15.1. These Terms of Use and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the Laws of England & Wales.
- 15.2. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use.