



AMERICAN EXPRESS

Guía Operativa del Comercio

México

Octubre del 2021

Esta guía está destinada a los Establecimientos que tienen un Contrato legalmente vinculante con un Proveedor de Servicios al Comercio con sede en México para aceptar la Tarjeta American Express®.

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Resumen de cambios

Barras de cambio

Las barras de cambio son líneas verticales en el margen izquierdo que identifican el texto revisado, agregado o eliminado. Todos los cambios realizados en la *Guía Operativa del Comercio* se indican con una barra de cambio como se muestra aquí:



Tabla del resumen de cambios

Las actualizaciones importantes se muestran en la siguiente tabla y se indican también en la *Guía Operativa del Comercio* con una barra de cambio.

Capítulo	Sección/Subsección	Descripción del cambio
Capítulo 1, "Introducción"	Sección 1.4, "Cambios en la Guía Operativa del Comercio"	Se aclaró el texto.
Capítulo 2, "Hacer Negocios con American Express"	Subsección 2.5.1, "Código de categoría de establecimiento"	Se actualizaron los requisitos de MCC.
	Subsección 2.5.2, "Cumplimiento de los Términos y Condiciones de los productos de pago"	Se aclaró el texto.
Capítulo 4, "Procesamiento de las Transacciones"	Sección 4.8, "Registro de Cargos"	<ul style="list-style-type: none"> Se aclararon los requisitos del Registro de Cargos. Se agregó la exclusión para las Transacciones de envío dividido.
	Sección 4.18, "Cargos de Facturación Recurrente"	Se aclararon los requisitos de los Cargos de Facturación Recurrente.
	Sección 4.19, "Procesamiento de Tarjetas de Prepago"	Se agregaron los requisitos de las Tarjetas de Prepago.
	Sección 4.22, "Transacciones de Envío Dividido"	Se agregaron los requisitos de la sección de Transacciones de envío dividido.
Capítulo 5, "Autorizaciones"	Sección 5.4, "Autorización Estimada"	El porcentaje de Autorización Estimada de Restaurantes y Bares se actualizó del 20 % al 30 %.

Capítulo	Sección/Subsección	Descripción del cambio
Capítulo 8. "Proteger la Información del Tarihahabiente"	Sección 8.2. "Definiciones"	Se actualizaron las descripciones.
	Sección 8.3. "Programa de Análisis Dirigido (TAP)"	Se revisó la política existente sobre el Programa de Análisis Dirigido (TAP).
Capítulo 10. "Evaluación del riesgo"	Sección 10.2. "Establecimientos Prohibidos"	Se agregaron/modificaron industrias.
Capítulo 12. "Sectoros Específicos"	Subsección 12.12.1. "Alojamiento"	Se reubicó el texto de la Autorización Estimada a la Sección 5.4. "Autorización Estimada" .
	Subsección 12.12.2. "Arriendo de Vehículos"	
Glosario de Términos		Definiciones agregadas/modificadas.

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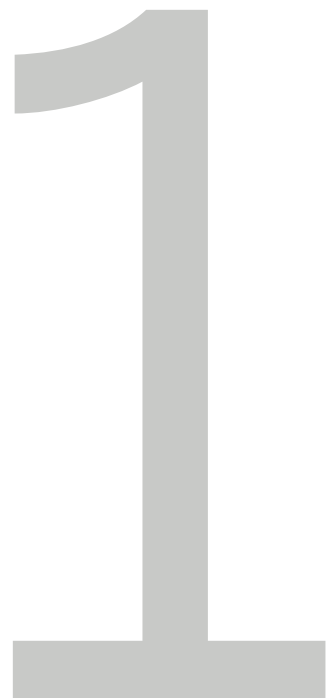
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Introducción

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- 1.2 Acerca de la Guía Operativa del Comercio
- 1.3 Organización de la Guía Operativa del Comercio
- 1.4 Cambios en la Guía Operativa del Comercio



1.1 Acerca de American Express

American Express se fundó hace más de 160 años y ha experimentado cambios importantes a través de los años. Sin embargo, una característica se ha mantenido constante: nuestro compromiso con los valores centrales de nuestros fundadores. American Express se basa en un sistema de valores que se enfoca con firmeza en llevar a cabo sus actividades en más de 130 países del mundo con confianza e integridad y en ofrecer productos y servicios de calidad a nuestros valiosos clientes.

La Red American Express tiene operaciones en todo el mundo, incluso en territorios en los que, debido a la Ley Aplicable u otros factores, algunos de nuestros Filiales o licenciarios deben actuar como Adquirientes.

La Red apoya también a millones de Establecimientos en todo el mundo y procesa miles de millones de transacciones diarias, con lo que crea relaciones entre los Tarjetahabientes y los Establecimientos. Ayudamos a desarrollar los negocios de millones de Establecimientos, desde tiendas de barrio hasta empresas multinacionales.

1.2 Acerca de la Guía Operativa del Comercio

Nos complace proporcionar la *Guía Operativa del Comercio de American Express*. Ofrece mejores prácticas, consejos útiles y herramientas disponibles para ayudar a sus negocios. Puede tener más éxito si tiene acceso y entiende las políticas y procedimientos de aceptación de la tarjeta.

Para servir a todos los Establecimientos de manera consistente, les exigimos que operen bajo la *Guía Operativa del Comercio*.

Esta *Guía Operativa del Comercio* establece las políticas y los procedimientos que rigen su aceptación de la Tarjeta American Express®. Forma parte de, y se incorpora por la presente por referencia en, el Contrato del Establecimiento con su Proveedor de Servicios al Comercio (de aquí en adelante "el Contrato"). Usted acepta todas las disposiciones de la *Guía Operativa del Comercio* y quedar vinculado a ellas (y a sus modificaciones ocasionales) tal como se establecen en el Contrato y como condición de su acuerdo para aceptar la Tarjeta.

Consulte con su Proveedor de Servicios al Comercio para obtener más información acerca de cualquier política o procedimiento que se incluya en la *Guía Operativa del Comercio*.

1.2.1 Público Previsto de esta Guía

Esta *Guía Operativa del Comercio* está destinada a los Establecimientos que tienen un acuerdo legalmente vinculante con un Proveedor de Servicios al Comercio con sede en México para aceptar la tarjeta American Express®. Si bien no es una lista exhaustiva, los Establecimientos que califican:

- están ubicados físicamente y mantienen una cuenta bancaria en una institución financiera en México;
- tienen un volumen de carga anual estimado de American Express de menos de MXN \$ 3,000,000; y,
- realizan transacciones solo en moneda mexicana (MXN) y reciben el pago de su proveedor de servicios al comercio en una cuenta bancaria local.

1.3 Organización de la Guía Operativa del Comercio

Cuadros de información como este se muestran en toda la *Guía Operativa del Comercio* para resaltar información importante como definiciones, alertas de fraude, consejos útiles e información adicional.

Debe leer las políticas globales junto con las políticas específicas de cada país que siguen. Las dos secciones se organizan una tras otra, lo que facilita la lectura y la búsqueda de la información que necesita.

La *Guía Operativa del Comercio de American Express* está diseñada para satisfacer las necesidades de los Establecimientos ocupados. Se organiza el contenido de la siguiente manera:

- políticas globales que se aplican a su Establecimiento, y
- políticas específicas de cada país que se aplican a sus Establecimientos ubicados en el país específico listado.

En caso de cualquier conflicto entre las políticas globales y las políticas específicas al país, prevalecerán los requisitos de las políticas específicas al país. En caso de conflicto entre el Contrato y la Ley Aplicable, rigen los requisitos de la ley.

La *Guía Operativa del Comercio* se diseñó para seguir el flujo del ciclo de la transacción: desde la aceptación de la Tarjeta, hasta la Autorización, la Presentación, la Liquidación, los Cargos en Disputa y los Contracargos. Para facilitar la localización de la información que necesita rápidamente, la *Guía Operativa del Comercio* se diseñó con la siguiente funcionalidad:

- La información importante se identifica a lo largo de la *Guía Operativa del Comercio* utilizando los cuadros de información a la izquierda del texto principal.
- Los enlaces de apuntar y hacer clic hacia y desde los capítulos se identifican con un [texto subrayado en azul](#) cuando se visualiza la *Guía Operativa del Comercio* en línea.
- Se proporciona una tabla de contenido y un glosario completo en la *Guía Operativa del Comercio*.
- Los términos en mayúscula utilizados en la *Guía Operativa del Comercio* tienen el significado que se les atribuye en el [Glosario de Términos](#). Además, ciertos términos especializados también aparecen y se definen en el capítulo o sección en la que se utilizan.
- Todos los montos a los que se hace referencia en este documento, se expresan en pesos mexicanos.

1.4 Cambios en la Guía Operativa del Comercio

American Express se reserva el derecho de realizar cambios en la *Guía Operativa del Comercio* en cambios programados y en cualquier momento en cambios no programados como se establece en la [Subsección 1.4.1, "Cambios Programados"](#) y la [Subsección 1.4.2, "Cambios No Programados"](#) a continuación. Usted se compromete a aceptar todos dichos cambios (y, además, a cumplir con las nuevas disposiciones de la *Guía Operativa del Comercio*) excepto en los casos en los que prevalezca la Ley Aplicable.

1.4.1 Cambios Programados

La *Guía Operativa del Comercio* se publica dos veces al año, en abril y en octubre. Puede obtener la última versión de la *Guía Operativa del Comercio* en www.americanexpress.com.mx/guia-comercio, o a través de su Proveedor de Servicios al Comercio.

- un lanzamiento de los cambios programados, que se publicará cada mes de abril, con los cambios que entrarán en vigencia en la siguiente edición de octubre o en cualquier otra fecha que establezcamos en la *Guía Operativa del Comercio*, y
- un lanzamiento de los cambios programados, que se publicará cada mes de octubre, con los cambios que entrarán en vigencia en la siguiente edición de abril o en cualquier otra fecha que establezcamos en la *Guía Operativa del Comercio*.

Cuando un cambio programado entre en vigencia durante el período entre dos ediciones de la *Guía de Operativa del Comercio*, también incluiremos el cambio en la edición de la *Guía Operativa del Comercio* que cubra el período durante el cual el cambio surtirá efecto, señalando la fecha de vigencia del cambio.

1.4.2 Cambios No Programados

American Express podrá también cambiar las disposiciones de la *Guía Operativa del Comerciante* en comunicados no programados por separado en cualquier momento, los que entrarán en vigencia diez (10) días después de la notificación a usted y su Proveedor de Servicios al Comercio a menos que se especifique otra fecha de entrada en vigencia en la notificación.

Hacer Negocios con American Express

- 2.1 Introducción
- 2.2 Beneficios de Aceptar la Tarjeta American Express
- 2.3 Información del Establecimiento
- 2.4 Uso de Terceros
- 2.5 Cumplimiento de las Especificaciones Técnicas
- 2.6 Cierre del Negocio
- 2.7 Verificación y Divulgación de Información
- 2.8 Usos Permitidos de la Información del Establecimiento



2.1 Introducción

En American Express, nos sentimos privilegiados de hacer negocios con Establecimientos como usted y queremos ayudar a que el proceso de aceptación de Tarjetas sea lo más simple posible. La *Guía Operativa del Comercio* explica las políticas y los procedimientos relacionados con la aceptación de Tarjetas American Express. También destaca algunos de los servicios y herramientas que pueden ayudar a su empresa. Este capítulo describe algunos conceptos generales que se relacionan con hacer negocios con American Express.

2.2 Beneficios de Aceptar la Tarjeta American Express

La decisión que ha tomado de aceptar la Tarjeta American Express demuestra un compromiso con los millones de Tarjetahabientes que poseen la Tarjeta. Aceptar la Tarjeta le permite lo siguiente:

- ofrecer a sus clientes la conveniencia de pagar con Tarjetas American Express, y
- mejorar la retención al permitir que los clientes con Cargos recurrentes paguen automáticamente.

2.3 Información del Establecimiento

La información incorrecta puede resultar en problemas al servicio. Por ejemplo, si cambia el nombre de su empresa y no se notifica a American Express, es posible que sus clientes no reconozcan el Cargo en sus estados de cuenta. Esto podría resultar en Cargos en Disputa. Comuníquese con su Proveedor de Servicios al Comercio si cambia la información de su empresa.

Usted acepta que, al brindarle su información de contacto a su Proveedor de Servicios al Comercio, American Express puede enviarle mensajes de marketing, que pueden incluir información sobre productos, servicios y recursos disponibles para su negocio. Estos mensajes se pueden enviar a la dirección postal, los números de teléfono, las direcciones de correo electrónico o los números de fax que usted proporciona. Si proporciona un número de teléfono móvil, acepta que American Express se comunique con usted a ese número, y las comunicaciones que American Express envía pueden incluir mensajes del servicio de mensajes cortos automáticos (SMS o de "texto") o llamadas automatizadas o pregrabadas. Si proporciona un número de fax, acepta que American Express le envíe comunicaciones por fax. American Express puede usar y compartir de otras formas su información para fines comerciales y según lo permita la Ley Aplicable. American Express utiliza medidas de seguridad administrativas, técnicas y físicas razonables para proteger la información del Establecimiento, que son consistentes con la confidencialidad de la información.

Puede cancelar su suscripción a las comunicaciones de marketing sobre productos y servicios de American Express comunicándose con su Proveedor de Servicios al Comercio directamente por teléfono, correo electrónico, a través del sitio web u otros medios que identifique su Proveedor de Servicios al Comercio, o seleccionando la opción de cancelación de suscripción que American Express puede describir u ofrecer en sus correos electrónicos, mensajes SMS, faxes u otras comunicaciones. Si ha optado por no participar, es posible que continúe recibiendo comunicaciones importantes sobre transacciones o relaciones de American Express. Además, puede seguir recibiendo comunicaciones de marketing de American Express mientras American Express actualiza sus registros para reflejar su opción de exclusión voluntaria.

2.4 Uso de Terceros

Como Establecimiento, usted toma decisiones y elecciones en nombre de su negocio todos los días. Algunos Establecimientos optan por tratar directamente con nosotros en todos los aspectos del proceso de Transacción; otros recurren a la asistencia de terceros diversos para prestarles servicios. Estos terceros son sus Partes Cubiertas y pueden incluir:

- Proveedor de Servicios al Comercio/Proveedores de Servicios/Procesadores,
- Proveedores de Terminales,

- Proveedores, y
- Otros agentes contratados para operar en su nombre.

Puede contratar, a su cargo, a dichos terceros; sin embargo, usted sigue siendo responsable desde el punto de vista financiero y de cualquier otro modo de todas las obligaciones (incluidas las obligaciones de confidencialidad y el cumplimiento de las *Especificaciones Técnicas*), los servicios y las funciones que ellos realizan en virtud del Contrato para usted, como los requisitos técnicos de autorización y envío de Transacciones, como si usted realizara dichas obligaciones, servicios y funciones.

Usted es responsable de todos los problemas y gastos causados por su Proveedor de Servicios al Comercio y/o terceros, incluidos los pagos de Liquidación dirigidos equivocadamente a otras partes debido a la programación incorrecta de su Sistema de Punto de Venta (POS) por parte de su Proveedor de Servicios al Comercio y/o terceros.

2.5 Cumplimiento de las Especificaciones Técnicas

Una gran cantidad de transacciones atraviesan y son procesadas por la Red American Express. Los establecimientos, procesadores, proveedores de terminales y otros deben cumplir con las *Especificaciones Técnicas de American Express* para poder conectarse y realizar transacciones en la Red.

Cada solicitud de Autorización y Transacción, incluidos los datos contenidos en estas, debe cumplir con las *Especificaciones Técnicas de American Express*, cualquier otro (o diferente) requisito de nuestros centros operativos locales y la Ley Aplicable. Nos reservamos el derecho de modificar las *Especificaciones Técnicas de American Express* o los requisitos de nuestros centros operativos locales.

Debe asegurarse de que tanto usted como los terceros que incorpore para facilitar el procesamiento de las Transacciones cumplan con las *Especificaciones Técnicas de American Express* (se deben brindar datos válidos y precisos para todos los elementos de datos, de acuerdo con las *Especificaciones Técnicas de American Express*).

Comuníquese con su Proveedor de Servicios al Comercio para obtener más información en relación con el cumplimiento de estas especificaciones.

2.5.1 Código de categoría de establecimiento

Si tiene dudas acerca del MCC que se le asignó, comuníquese con su Proveedor de Servicios al Comercio. También le recomendamos que revise sus datos de autorización y envío periódicamente para garantizar que represente con precisión su clasificación de la industria. Si no la representa con precisión, comuníquese con su Proveedor de Servicios al Comercio.

Se debe utilizar el Código de categoría de establecimiento (MCC, por sus siglas en inglés) que mejor represente su clasificación de la industria. Si usted tiene varias empresas claramente diferenciadas, cada una de ellas debe recibir su correspondiente MCC y el número de establecimiento. Si tiene varias empresas, pero la distinción entre ellas no es clara o no puede determinarse de forma razonable, entonces debe usar el MCC que mejor represente la clasificación de la industria principal de su empresa.

Debe asegurarse de que sus MCC sean precisos, y debe proporcionar el MCC que corresponda en todas las autorizaciones y los envíos. Si el MCC utilizado en la Presentación no coincide con el MCC de la Autorización correspondiente, usted acepta remediar la falta de coincidencia lo antes posible, por su cuenta y de acuerdo con las instrucciones que pueda recibir de nosotros o de su Proveedor de Servicios al Comercio. Si no cumple con los requisitos de datos de MCC es posible que reciba una tarifa por incumplimiento. Consulte a su Proveedor de Servicios al Comercio si tiene preguntas relacionadas con la asignación de su MCC.

2.5.2 Cumplimiento de los Términos y Condiciones de los productos de pago

Ofrecemos diversas soluciones y productos de procesamiento de pagos. Si elige utilizar uno o más de estos productos, usted y su Proveedor de Servicios al Comercio deben cumplir con los

términos y condiciones correspondientes, que podemos actualizar cada cierto tiempo y que están disponibles en www.americanexpress.com/merchantspecs. En caso de que exista un conflicto entre los términos y condiciones del producto de procesamiento de pagos y la Guía Operativa del Comercio, prevalecerán los términos y condiciones del producto de procesamiento de pagos. Es posible que no todos los productos y servicios estén disponibles para todos los Establecimientos.

2.6 Cierre del Negocio

Si cierra alguno de sus Negocios, debe seguir estas instrucciones:

- Notificar a su Proveedor de Servicios al Comercio y seguir sus indicaciones para notificar el cierre del Negocio.
- Sus políticas deben ser transmitidas al Tarjetahabiente antes de completar el Cargo, y debe imprimir tales políticas en la copia del recibo o Registro del Cargo que el Tarjetahabiente firma. Consulte la [Sección 4.11, "Políticas de Cancelación y Devolución"](#) para obtener más información.
- Si usted no proporciona reembolsos o cambios, publique avisos que indiquen que todas las ventas son finales (por ejemplo, en las puertas delanteras, las cajas registradoras, en el Registro de Cargo y en sus sitios web y catálogos).
- Sus políticas de devolución y cancelación se deben informar con claridad en el momento de la venta.
- En el caso de Cargos con Pago Anticipado o Cargos con Entrega Retrasada, debe entregar los productos o servicios que ya haya cobrado al Tarjetahabiente o bien emitir un crédito por la parte del Cargo que corresponda a los productos o servicios que no se han entregado.

2.7 Verificación y Divulgación de Información

Usted reconoce que cuando brinda información a su Proveedor de Servicios al Comercio, esa información se puede divulgar y compartir con los agentes, subcontratistas y filiales de su Proveedor de Servicios al Comercio y otras partes, incluidas American Express, organizaciones industriales y agencias de informes, para cualquier propósito permitido por la Ley Aplicable.

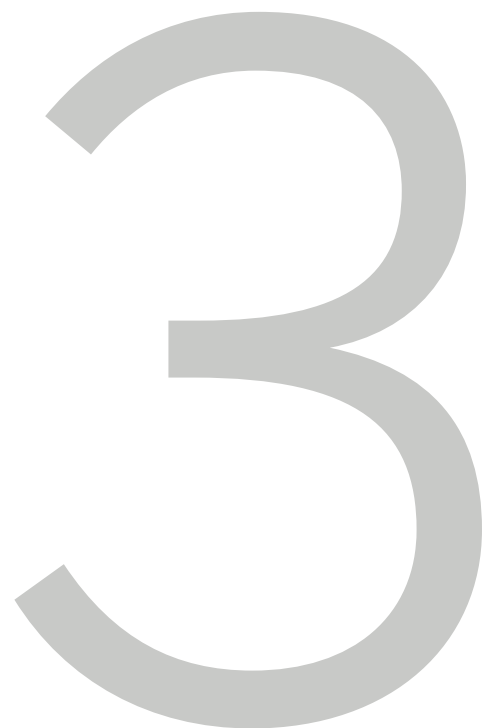
Además, usted reconoce que, al celebrar el Contrato con su Proveedor de Servicios al Comercio, permite obtener o divulgar información en relación con el Contrato, y renuncia a todos los derechos o Reclamos que podrían surgir a raíz de tal divulgación o en relación con ella, incluidos aquellos por calumnias, aunque la información que se divulgue sea incorrecta o no esté completa. Reconoce que el nombre de su negocio y de sus directores se podría informar a MasterCard para incluirlos en su lista MATCH™ (Alerta de Miembros para Controlar Establecimientos de Alto Riesgo). A través del presente documento, usted da su consentimiento específico para dicho procedimiento de información y exime a American Express y a su Proveedor de Servicios al Comercio de toda responsabilidad frente a los Reclamos y daños que puedan surgir como consecuencia de dicho informe.

2.8 Usos Permitidos de la Información del Establecimiento

Con el fin de comunicar que su tarjeta fue aprobada, American Express podría usar su nombre, dirección (incluidas direcciones de sitios web o URL), números de teléfono del servicio de atención al cliente o su clasificación de industria en cualquier medio y en cualquier momento. La información se basa en los datos que proporcionó a su Proveedor de Servicios al Comercio o que se encuentran disponibles públicamente.

Aceptación de la Tarjeta

- 3.1 Aceptación de la Tarjeta
- 3.2 Tratamiento de la Marca American Express
- 3.3 Usos Prohibidos de la Tarjeta
- 3.4 Establecimientos Prohibidos
- 3.5 Tratamiento de la Información del Tarjetahabiente de American Express



3.1 Aceptación de la Tarjeta

Debe aceptar la Tarjeta como medio de pago para los bienes y servicios vendidos (salvo aquellos bienes y servicios prohibidos en la [Sección 3.3. "Usos Prohibidos de la Tarjeta"](#)) o (si corresponde) para donaciones caritativas realizadas, en todos sus Negocios, con excepción de lo permitido expresamente por la Ley Aplicable. Usted es responsable conjunta e individualmente de las obligaciones de sus Negocios según el Contrato.

Al aceptar la Tarjeta en su Negocio, proporciona a los clientes comodidad y flexibilidad en la elección de los métodos de pago ofrecidos.



3.2 Tratamiento de la Marca American Express

Puede emitir políticas relacionadas con la identificación del cliente y definir montos mínimos de Cargo, sujeto a la Ley Aplicable y su Contrato con su Proveedor de Servicios al Comercio.

Durante los últimos 160 años, American Express ha construido una marca que es sinónimo de confianza, integridad, seguridad, calidad y servicio al cliente. American Express trabaja diligentemente para mantener su reputación y evitar que los Establecimientos se involucren en actividades que podrían perjudicar el negocio o la marca de American Express.

Con excepción de lo expresamente permitido por la Ley Aplicable, usted no deberá:

- indicar o insinuar que usted prefiere, directa o indirectamente, cualquier Otro Producto de Pago por sobre la Tarjeta,
- intentar disuadir a los Tarjetahabientes de utilizar la Tarjeta,
- criticar o describir erróneamente la Tarjeta o cualquiera de los servicios o programas de American Express,
- intentar persuadir o solicitar a los Tarjetahabientes utilizar cualquier Otro Producto de Pago o método de pago (por ejemplo, pago con cheque),
- imponer restricciones, condiciones, desventajas o tarifas cuando se acepta la Tarjeta que no se imponen por igual en todos los Otros Productos de Pago, excepto para transferencias electrónicas de fondos, efectivo o cheques,
- sugerir o solicitar a los Tarjetahabientes que renuncien a su derecho de disputar cualquier Transacción,
- participar en actividades que perjudiquen el negocio de American Express o la Marca American Express (o ambos),
- promocionar cualquier Otro Producto de Pago (con excepción de su propia tarjeta de marca privada para uso exclusivo en sus Negocios) de forma más activa que la Tarjeta, o
- convertir la divisa de la Transacción de venta original a otra divisa cuando solicite la Autorización o envío de las Transacciones (o ambos).

3.2.1 Tratamiento de las Marcas de American Express

Cada vez que se comunican los métodos de pago a los clientes o cuando los clientes preguntan qué pagos se aceptan, debe indicar su aceptación de la Tarjeta y mostrar las Marcas de American Express (incluido cualquier formulario de solicitud de Tarjeta que se le proporcione) en un lugar muy visible y de la misma manera que lo haría con cualquier Otro Producto de Pago.

El logotipo corporativo de American Express®, el logotipo "Blue Box de American Express®", es el símbolo visual más potente de la imagen de American Express. El "Blue Box" representa y refuerza el servicio de alta calidad y los valores de American Express. La versión adecuada del

logotipo “Blue Box” se debe mostrar en todos los materiales y letreros del punto de compra. Los siguientes lineamientos se aplican al uso del logotipo “Blue Box” en las comunicaciones:

- Mantener por lo menos 1/3 de “X” (donde “X” es igual a la altura del logotipo de Blue Box) entre el logotipo y cualquier elemento complementario
- El tamaño mínimo del logotipo “Blue Box” es de 3/8” y el tamaño preferido es de 1/2”.
- El logotipo “Blue Box” siempre debe mostrarse en el color “azul de American Express” aprobado previamente o para las comunicaciones de uno o dos colores, en negro.

No deberá utilizar las Marcas de American Express de ninguna manera que dañe o menoscabe la reputación asociada con la Marca American Express, ni indicar de cualquier manera (sin el consentimiento previo y por escrito de American Express) que American Express respalda sus bienes o servicios. Solamente podrá usar las marcas de American Express según se permita en el Contrato y deberá dejar de utilizarlas en el momento de la rescisión del Contrato.

Para obtener más instrucciones sobre el uso de las Marcas de American Express, comuníquese con su Proveedor de Servicios al Comercio.

3.3 Usos Prohibidos de la Tarjeta

No debe aceptar la Tarjeta para ninguno de los siguientes casos:

- contenido digital para adultos que se venda mediante Envío Electrónico por Internet,
- cantidades que no representen de buena fe las ventas de bienes o servicios (o, si corresponde, cantidades que no representen de buena fe las donaciones caritativas realizadas) en sus Negocios; por ejemplo, las compras en sus Negocios que realicen los propietarios (o sus familiares) o los empleados planeadas con propósitos de flujo de efectivo o pagos que haya aceptado para adelantar efectivo a los Tarjetahabientes en conexión con la Transacción,
- cantidades que no representen de buena fe las ventas directas de su Negocio a los Tarjetahabientes realizadas en el curso normal de sus negocios,
- dinero en efectivo o su equivalente; por ejemplo, compras de barras o lingotes de oro, plata, platino, paladio (no se prohíben las monedas de colección y las joyas) o divisas virtuales que se puedan intercambiar por divisas reales (no se prohíben las divisas de los programas de lealtad),
- cargos que el Tarjetahabiente no aprobó específicamente,
- costos o tarifas sobre el precio normal de los bienes o servicios (más los impuestos aplicables) que el Tarjetahabiente no aprobó específicamente,
- daños, pérdidas, sanciones o multas de cualquier tipo, excepto según lo dispuesto en la [Sección 4.21, “Daños a la Propiedad en Alojamientos y otros Alquileres”](#) y la [Subsección 12.12.2.3, “Daños de Capital”](#),
- servicios de juegos de azar (incluidas las apuestas en línea), fichas de juego, créditos para juegos de azar o billetes de lotería,
- actividades ilícitas o ilegales, transacciones comerciales fraudulentas o cuando el suministro de los bienes o servicios es ilícito o ilegal (por ejemplo, ventas por Internet en línea ilegales o ilícitas de medicamentos o sustancias controladas; ventas de cualquier tipo de mercancías que infrinjan los derechos de un Titular de derechos conforme a las leyes aplicables a American Express, a usted, o al Tarjetahabiente),
- cantidades vencidas o importes que abarquen cheques devueltos, rechazados con anterioridad o con suspensión de pago (por ejemplo, cuando la Tarjeta se utiliza como último recurso de pago),
- cantidades que representen el pago de anticipos en efectivo, lo que incluye, entre otros, créditos contra el sueldo, empeños o avances en efectivo,

Un ejemplo de venta de algo que infringe los derechos de un Titular de derechos, es la venta de productos falsificados.

- ventas realizadas por terceros o Entidades que realizan negocios en sectores distintos del suyo, o
- otros elementos que American Express o su Proveedor de Servicios al Comercio le notifique.

No deberá utilizar la tarjeta para comprobar la edad del cliente.

Para obtener más información sobre las industrias prohibidas y sobre cómo American Express supervisa dichos usos de la Tarjeta, consulte el [Capítulo 10. "Evaluación del riesgo"](#).

3.4 Establecimientos Prohibidos

Algunos Establecimientos y/o algunos de sus negocios no cumplen los requisitos (o pueden dejar de cumplirlos) para aceptar la Tarjeta. A dichos Establecimientos o Negocios se les negará el privilegio de aceptar la Tarjeta si se determina que cumplen con uno o más de los criterios para un Establecimiento prohibido, incluidos los criterios establecidos en el [Capítulo 10. "Evaluación del riesgo"](#). Para obtener más información sobre los Establecimientos prohibidos, comuníquese directamente con su Proveedor de Servicios al Comercio.

3.5 Tratamiento de la Información del Tarjetahabiente de American Express

Recuerde, si el Contrato termina, la información del Tarjetahabiente solo se puede conservar de acuerdo con el Estándar de Seguridad de Datos de la industria de tarjetas de pago (PCI DSS), que está disponible en www.pcisecuritystandards.org.

Toda información del Tarjetahabiente es confidencial y de propiedad exclusiva del Emisor, American Express o sus Afiliados.

Salvo que se indique lo contrario, usted no deberá revelar la Información del Tarjetahabiente, ni utilizarla o almacenarla, excepto para facilitar las Transacciones en sus Negocios, de conformidad con el Contrato. Para obtener más información, consulte la [Sección 4.4. "Completar una Transacción en el Punto de Venta"](#).

Para obtener más información acerca de cómo proteger la Información del Tarjetahabiente, consulte el [Capítulo 8. "Proteger la Información del Tarjetahabiente"](#).

Procesamiento de las Transacciones

- 4.1 Introducción
- 4.2 Proceso de las Transacciones
- 4.3 Opciones de Pago de American Express
- 4.4 Completar una Transacción en el Punto de Venta
- 4.5 Procesar un Cargo en Persona
- 4.6 Terminales Activados por el Cliente
- 4.7 Procesamiento de Cargo sin Tarjeta Presente
- 4.8 Registro de Cargos
- 4.9 Procesamiento de un Crédito
- 4.10 Registros de Créditos
- 4.11 Políticas de Cancelación y Devolución
- 4.12 Procesamiento de Transacciones para Industrias Específicas
- 4.13 Reservado
- 4.14 Cargos con Pago Anticipado
- 4.15 Cargos acumulados – Internet
- 4.16 Cargos con Entrega Retrasada
- 4.17 Programa sin PIN
- 4.18 Cargos de Facturación Recurrente
- 4.19 Procesamiento de Tarjetas de Prepago
- 4.20 Procesamiento de Cheques de Viajero y de Regalo
- 4.21 Daños a la Propiedad en Alojamientos y otros Alquileres
- 4.22 Transacciones de Envío Dividido



4.1 Introducción

En el mercado de hoy en día, las Transacciones del punto de venta comprenden una amplia variedad de opciones para el cliente, lo que incluye:

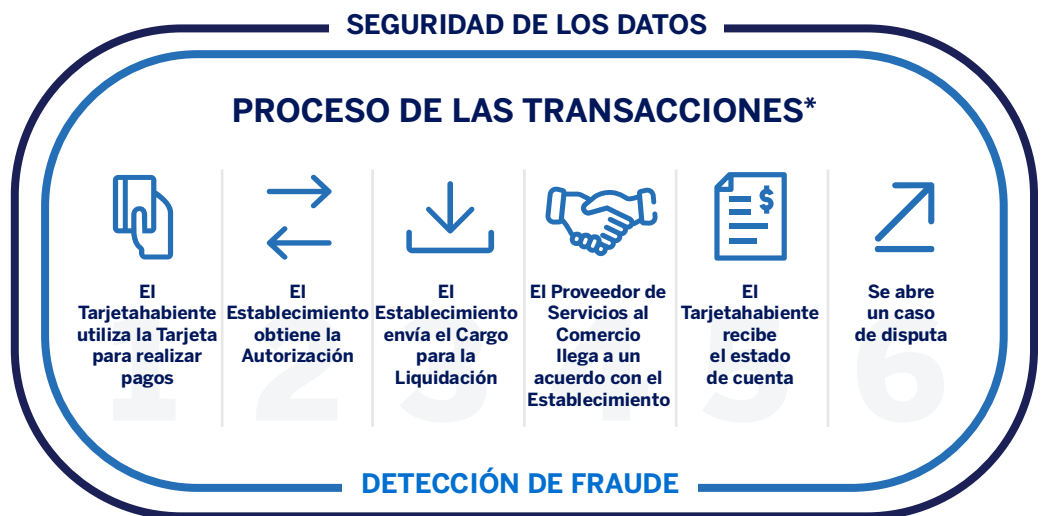
- Transacciones en la tienda
- Transacciones por internet/de comercio electrónico
- Transacciones iniciadas a través de una aplicación
- Transacciones de pedidos por teléfono/correo
- Transacciones a través de Terminales Activadas por el Cliente (CAT)

Esta sección de la *Guía Operativa del Comercio* aborda el procesamiento de las Transacciones y ofrece procedimientos y directrices específicos para tratar diversos tipos de Transacciones. Esto incluye cargos con Tarjeta presente, sin Tarjeta presente, la aceptación de Tarjetas de Prepago y mucho más. En cualquier situación, deberá consultar con su Proveedor de Servicios al Comercio las instrucciones para obtener más información y orientación sobre el procesamiento de las Transacciones.

4.2 Proceso de las Transacciones

El primer paso para comprender el proceso de aceptación de la Tarjeta es comprender el proceso de Transacción de American Express.

El siguiente gráfico ilustra las fases de alto nivel que ocurren a lo largo del proceso de Transacción. Nos referiremos a este proceso de transacción en varios puntos a lo largo de la *Guía Operativa del Comercio*.



* El presente gráfico es solo para fines ilustrativos y no debe interpretarse como una limitación o renuncia de los derechos de American Express con respecto a la información del Tarjetahabiente u otra información.

4.3 Opciones de Pago de American Express

En un compromiso continuo de ofrecer una variedad de productos, los emisores de American Express ofrecen una amplia gama de opciones de pago.

Las opciones de pago disponibles en su área pueden incluir:

Tarjeta de Crédito y de Cargo

- Tarjetas de Cargo y Tarjetas de Crédito estándar
- Tarjetas de Recompensas en Efectivo
- Tarjetas Corporativas y para Pequeñas Empresas
- Muchas más

Productos y servicios adicionales

- Tarjetas de Prepago
- Cheques de Viajero
- Cheques de Regalo
- Sin contacto (tanto tarjetas físicas como dispositivos móviles)

4.4 Completar una Transacción en el Punto de Venta

Cuando los Tarjetahabientes hagan una Transacción iniciada a través de una aplicación o paguen mediante otra aplicación de teléfono móvil o tablet (que los Tarjetahabientes puedan haber creado si proporcionaron la Información del Tarjetahabiente cuando se creó la cuenta), el Tarjetahabiente debe haber proporcionado directamente los Datos de la transacción recopilados para facilitar el Cargo sin tarjeta presente. En este escenario, no se requiere que el Tarjetahabiente vuelva a ingresar los Datos de la Transacción.

Datos de la Transacción

Datos de la Transacción significa toda la información que solicita American Express que demuestra una o más Transacciones, incluida la información obtenida en el punto de venta, la información obtenida o generada durante la Autorización y el Envío, y cualquier Contracargo.

Todas las Transacciones válidas comienzan con la compra del Tarjetahabiente en el punto de venta. En caso de que se utilice la Tarjeta física para facilitar un Cargo con tarjeta presente o si el Tarjetahabiente proporciona su Información por teléfono, por correo o internet, la Transacción no deberá completarse sin la tarjeta o sin la información que proporciona el Tarjetahabiente.

Para aceptar los cargos de la Tarjeta en sus Negocios en el punto de venta, usted deberá:

- divulgar de manera clara y evidente todos los términos de venta materiales antes de obtener la Autorización, e
- informar de manera clara y evidente a los Tarjetahabientes en todos los puntos de interacción (por ejemplo, ventas realizadas en persona, a través de internet, dispositivos móviles, correo o teléfono) qué Entidad hace la oferta de venta, de modo que el Tarjetahabiente pueda distinguirlo claramente de cualquier otra parte implicada en la interacción (por ejemplo, un proveedor de bienes o prestador de servicios que pueda contratar, u otro Establecimiento que pretenda realizar negocios con el Tarjetahabiente).

El Tarjetahabiente debe proporcionar o haberle proporcionado directamente los Datos de la Transacción que recopila para facilitar el cargo.

Usted no deberá aceptar ni haber aceptado Datos de la Transacción de terceros ajenos a las Partes Cubiertas ni proporcionar ni haberles proporcionado dichos datos. Si no cumple con este requisito, es posible que se le apliquen tarifas por incumplimiento y/o que se suspendan o no se autoricen los privilegios de aceptación de Tarjeta en sus Establecimientos.

4.5 Procesar un Cargo en Persona

American Express ofrece una variedad de soluciones de prevención de fraude que se pueden habilitar en el punto de venta. Comuníquese con su Proveedor de Servicios al Comercio para obtener información relacionada con herramientas y recursos de mitigación de fraude que usted podría usar.

Los Cargos en Persona se refieren a los Cargos en los que la Tarjeta y el Tarjetahabiente están presentes en el punto de venta. Un ejemplo de esto es cuando un Tarjetahabiente presenta una Tarjeta al Establecimiento en una tienda minorista.

Para todos los Cargos en Persona, se debe presentar la tarjeta. Hay varias maneras en las que puede llevarse a cabo un Cargo en Persona. Las medidas adoptadas varían dependiendo de cómo se realicen los siguientes dos tipos de Cargos en Persona:

- Cargos electrónicos
- Cargos con clave

4.5.1 Cargos electrónicos

Los Sistemas electrónicos del punto de venta (POS) capturan de forma automática la información necesaria de la Tarjeta, de modo que puede utilizarse para solicitar la Autorización para el Cargo. Los cargos electrónicos se pueden realizar de diferentes maneras, dependiendo del tipo de Tarjeta que se presente.

- Tarjetas con banda magnética: contienen la información de la cuenta de la Tarjeta y del Tarjetahabiente en la banda ubicada en la parte posterior de la tarjeta o en un chip sin contacto integrado en la tarjeta.
- Tarjetas con chip: contienen un chip en el que se almacenan los datos (incluida la información de la cuenta de la Tarjeta y del Tarjetahabiente), que el Sistema POS puede leer a fin de orientar el procesamiento de la Transacción.
- Dispositivos móviles: dispositivo electrónico aprobado por el Emisor y reconocido por American Express (lo que incluye, pero no se limita a, teléfono móvil, tablet o dispositivo portátil) que está habilitado para iniciar una Transacción de Pago con Billetera Electrónica.

Algunas Tarjetas con banda magnética, Tarjetas con chip y Dispositivos móviles se pueden leer mediante la interfaz sin contacto del Sistema POS. El registro de Cargos se crea a partir de la información capturada durante el Cargo electrónico.

Consulte a su Proveedor de Servicios al Comercio si tiene preguntas sobre las capacidades de su Sistema POS.

4.5.1.1 Cargos con Tarjeta con banda magnética

Cuando se presente una Tarjeta en el punto de venta, usted deberá:

1. Verificar que la Tarjeta no esté visiblemente alterada ni dañada (consulte el [Capítulo 9, "Prevención de Fraude"](#) para obtener más información),
2. Capturar los datos de la banda magnética cuando se pase la Tarjeta (a menos que ya se hubiera iniciado el Cargo cuando se agita el chip de la Tarjeta sin contacto muy cerca del sistema POS como se describe en la [Subsección 4.5.1.3, "Cargos de Tarjeta con chip sin contacto"](#)),
3. Obtener una Aprobación de Autorización,
4. Verificar la Fecha de vencimiento de la Tarjeta,
5. Comparar el Número de la Tarjeta y la Fecha de vencimiento de la Tarjeta con la misma información del registro de Cargos, y
6. Asegurarse de que el nombre que se imprime en el registro de Cargos coincida con el nombre que aparece en la parte frontal de la Tarjeta.*
7. Si según la Ley Aplicable, usted escoge o se le solicita obtener la firma de un Tarjetahabiente, consulte la [Subsección 4.5.1.2.1, "Obtener la firma para Cargos en Persona"](#).

* Excepto cuando el nombre del Tarjetahabiente no está capturado en el registro de Cargos o para las Tarjetas de Prepago que no muestran un nombre en la parte frontal.

Solo la persona cuyo nombre aparece en la Tarjeta American Express tiene derecho a utilizarla. Las Tarjetas no son transferibles.

Si encuentra una Transacción en Persona que le provoca inquietud, consulte la [Subsección 4.5.3, "Acciones para Cargos en Persona"](#) y proceda según corresponda.

4.5.1.2 Cargos de Tarjeta con chip de contacto

Cuando se presenta una Tarjeta con chip que se debe insertar en un lector de Tarjetas con chip, debe hacer lo siguiente:

1. Verificar que la Tarjeta no esté visiblemente alterada ni dañada (consulte el [Capítulo 9, "Prevención de Fraude"](#) para obtener más información).
2. Capturar los datos de la Tarjeta con Chip cuando inserte la Tarjeta en el lector de Tarjetas con chip.

El sistema POS solicitará a los Tarjetahabientes que ingresen su PIN (cargo con chip y PIN) o que completen la Transacción sin un PIN. También puede configurar su sistema POS para solicitar al Tarjetahabiente que firme el cargo (un cargo por chip y firma). Consulte la [Subsección 4.5.1.2.1, "Obtener la firma para Cargos en Persona"](#).

Para cargos con chip y PIN: Los Tarjetahabientes ingresarán su PIN en el Sistema POS con el teclado. Si el Cargo con chip y PIN no se puede completar debido a un problema técnico, el Sistema POS mostrará un mensaje de error. Siga los procedimientos para pasar una Tarjeta en la [Subsección 4.5.1.1, "Cargos con Tarjeta con banda magnética"](#). En caso de que no se valide el PIN, cuando se requiera, puede resultar responsable de contracargos si el Tarjetahabiente disputa el cargo. La validación del PIN puede no ser necesaria si su Negocio y el Cargo cumplen los requisitos para el programa de cargos sin PIN (consulte la [Sección 4.17, "Programa sin PIN"](#) para obtener información adicional).

3. Obtener una Aprobación de Autorización.
4. Verificar la Fecha de vencimiento de la Tarjeta.
5. Comparar el Número de la Tarjeta y la Fecha de vencimiento de la Tarjeta con la misma información del registro de Cargos, y
6. Asegurarse de que el nombre que se imprime en el registro de Cargos coincida con el nombre que aparece en la parte frontal de la Tarjeta.*
7. Si según la Ley Aplicable, usted escoge o se le solicita obtener la firma de un Tarjetahabiente, consulte la [Subsección 4.5.1.2.1, "Obtener la firma para Cargos en Persona"](#).

* Excepto cuando el nombre del Tarjetahabiente no está capturado en el registro de Cargos o para las Tarjetas de Prepago que no muestran un nombre en la parte frontal.

Si sus sistemas POS no se han actualizado para aceptar y procesar Tarjetas con Chip y PIN, y se presenta una Tarjeta con Chip, American Express puede ejercer un Contracargo por fraude por falsificación, pérdida, robo o no recepción. Comuníquese con su Proveedor de Servicios al Comercio para obtener más información sobre las capacidades de su sistema POS.

Si sus sistemas POS se han actualizado y se presenta una Tarjeta con Chip:

- American Express puede ejercer un Contracargo por fraude por pérdida, robo o no recepción si se presenta una Tarjeta con Chip y PIN y el Cargo se facilita como un Cargo por Chip y Firma.
- American Express no ejercerá el Contracargo por falsificación, pérdida, robo o fraude por no recepción si, a causa de un problema técnico con el terminal, no puede completar el Cargo como un Cargo con Tarjeta con Chip.

Si actualiza su sistema POS para poder aceptar el Chip y PIN en otros productos de pago, debe cumplir con las Especificaciones Técnicas y otros requisitos que American Express pone a disposición.

Si le presentan una Tarjeta con Chip e ingresa de forma manual la Transacción, puede estar sujeto a contracargos por fraude por falsificación, pérdida, robo y no recepción.

En el caso de las Transacciones con chip y PIN, si no se valida el PIN, debe hacerse responsable de los Contracargos, a menos que su Negocio y el Cargo califiquen para el Programa sin PIN (consulte la [Sección 4.17, "Programa sin PIN"](#)).

4.5.1.2.1 Obtener la firma para Cargos en Persona

Si escoge o, por la Ley Aplicable, se le solicita obtener la firma en un Cargo con tarjeta presente en una impresión manual, documento impreso o electrónico, usted debe:

1. Obtener una firma y verificar que la firma sea idéntica al nombre de la Tarjeta*, y
2. Comparar la firma (cuando la obtenga) en el registro de Cargos con la firma en la Tarjeta.

* Excepto cuando el nombre del Tarjetahabiente no está capturado en el registro de Cargos o para las Tarjetas de Prepago que no muestran un nombre en la parte frontal.

4.5.1.3 Cargos de Tarjeta con chip sin contacto

Algunos cargos de la tarjeta con chip implican la transmisión de la información de pago cuando se agita la tarjeta muy cerca de un lector sin contacto. Los establecimientos que decidan aceptar los pagos sin contacto deben cumplir con los requisitos actuales del sistema POS sin contacto de American Express. Consulte a su Proveedor de Servicios al Comercio si tiene preguntas relacionadas con la aceptación de tarjetas con chip sin contacto.

Cuando le presentan una Tarjeta con Chip que se deba leer con un lector sin contacto, deberá:

1. Capturar los datos de la Tarjeta con chip o banda magnética mediante el lector sin contacto, y
2. Obtener una Aprobación de Autorización.

Para Cargos de tarjetas sin contacto de \$100 o menos, no se requiere una firma.

La [Sección 4.17, "Programa sin PIN"](#) no aplica para estos Cargos. Para los Cargos de tarjeta sin contacto que sean de \$100 o menos, su Proveedor de Servicios al Comercio no ejercerá un Contracargo por fraude de falsificación, pérdida, robo o no recepción siempre que se hayan capturado los Datos de la Tira Magnética o la tarjeta con Chip y se haya obtenido una autorización de aprobación.

Para Cargos superiores a \$100, o si se aplica alguna de las siguientes exclusiones, siga los procedimientos de aceptación de la Tarjeta descritos en la [Subsección 4.5.1.1, "Cargos con Tarjeta con banda magnética"](#), [Subsección 4.5.1.2, "Cargos de Tarjeta con chip de contacto"](#), o [Subsección 4.5.1.4, "Pagos con Billetera Electrónica"](#).

Exclusiones:

- Los Establecimientos prohibidos o las Transacciones prohibidas (o ambos), tal como se define en el [Capítulo 10, "Evaluación del riesgo"](#). Consulte la [Sección 3.3, "Usos Prohibidos de la Tarjeta"](#).
- Los Establecimientos de Alto Riesgo según se define en la [Sección 10.3.1, "Establecimientos de Alto Riesgo"](#).
- Los Establecimientos que se ubican en el Programa de Recurso Pleno contra Fraudes de American Express.

Los dispositivos móviles no tienen las mismas características de seguridad que una tarjeta de plástico tradicional. Por ejemplo, puede que las pantallas del dispositivo móvil no muestren todos los dígitos del número de tarjeta y fecha de vencimiento, o el nombre del tarjetahabiente. Asimismo, es posible que no haya un CID visible en la pantalla del teléfono.

4.5.1.4 Pagos con Billetera Electrónica

Las Billeteras Electrónicas dentro de un dispositivo móvil facilitan las Transacciones de la siguiente manera:

- Para una Transacción iniciada sin contacto con una Billetera Electrónica, el dispositivo móvil completa un cargo con Tarjeta Presente si agita el dispositivo muy cerca de un sistema POS habilitado sin contacto.
- Para una Transacción de Transmisión Magnética Segura con una Billetera Electrónica, el Dispositivo Móvil completa un cargo con Tarjeta Presente agitando el dispositivo muy cerca de un sistema POS habilitado para pasar la tarjeta magnética.
- Para una Transacción iniciada a través de una Aplicación de Billetera Electrónica, el Dispositivo móvil completa un cargo sin Tarjeta Presente (normalmente en línea) mediante una aplicación de software en el Dispositivo Móvil y no la aplicación de pago sin contacto.

Cuando se le presenta un Dispositivo Móvil para un cargo con Tarjeta Presente, usted debe:

1. Capturar los datos de la Tarjeta con chip o banda magnética pidiendo al Tarjetahabiente que agite el Dispositivo Móvil muy cerca del lector sin contacto o el sistema POS habilitado para pasar bandas magnéticas. Si elige aceptar pagos sin contacto, deberá consultarlo con su Proveedor de Servicios al Comercio a fin de garantizar el cumplimiento de los requisitos actuales para el sistema POS sin contacto de American Express.
2. Obtener una Aprobación de Autorización.
3. Si escoge o según la Ley Aplicable, se le solicita obtener una firma, consulte la [Subsección 4.5.1.2.1, "Obtener la firma para Cargos en Persona"](#).
4. Si aplica, haga que el Tarjetahabiente complete un Método de Verificación del Tarjetahabiente a través de Dispositivo del Cliente (CDCVM, por sus siglas en inglés) en Transacciones iniciadas sin contacto.
5. Continúe para incluir un indicador en la Autorización de que la Transacción es una Transacción sin contacto, si procede.
6. Si una Transacción iniciada con un Dispositivo Móvil no se puede procesar por cualquier motivo, debe solicitar que el Tarjetahabiente proporcione la Tarjeta física que lo acompaña y complete la Transacción mediante los procedimientos de aceptación pertinentes de la Tarjeta que se describen en la:
 - [Subsección 4.5.1.1, "Cargos con Tarjeta con banda magnética"](#), o
 - [Subsección 4.5.1.2, "Cargos de Tarjeta con chip de contacto"](#).

Para Transacciones iniciadas a través de una Aplicación, debe seguir la Política de Cargos sin Tarjeta Presente como se describe en la [Sección 4.7, "Procesamiento de Cargo sin Tarjeta Presente"](#).

Para que se reconozca una Transacción como iniciada a través de una Aplicación de Billetera Electrónica debe:

1. Consultar a su Proveedor de Servicios al Comercio para acordar la certificación de Transacciones iniciadas a través de una Aplicación de Billetera Electrónica.
2. Incluir indicadores apropiados en la Autorización de que la Transacción es una Transacción iniciada a través de una Aplicación de Billetera Electrónica (consulte la [Sección 2.5, "Cumplimiento de las Especificaciones Técnicas"](#)).

4.5.2 Cargos con Clave

Solo la persona cuyo nombre aparece en la Tarjeta American Express tiene derecho a utilizarla. Las Tarjetas no son transferibles.

Los Cargos en Persona que se deben ingresar con clave debido a que no se pudo leer la banda magnética son más propensos a ser fraudulentos. Consulte el [Capítulo 9, "Prevención de Fraude"](#) para aprender cómo inspeccionar la Tarjeta y los procedimientos aplicables cuando se sospecha de fraude. Las Transacciones que se ingresan con clave de forma manual cuando se presenta una Tarjeta con chip pueden estar sujetas a Contracargos por falsificación, pérdida, robo y no recepción en caso de una disputa por fraude. Para minimizar el riesgo de contracargos, evite las Transacciones que se ingresan con clave de forma manual siempre que sea posible.

Existen casos en los que puede ser necesario introducir una clave en un Cargo en Persona. Esto ocurre con mayor frecuencia cuando el sistema POS no puede leer la tarjeta.

Si la Tarjeta no se puede leer de forma electrónica, y desea ingresar la clave de la Transacción, entonces debe:

1. Verificar que la Tarjeta no esté visiblemente alterada ni dañada,
2. Ingresar los datos con la clave,
3. Obtener una Aprobación de Autorización,
4. Verificar la Fecha de vencimiento de la Tarjeta,
5. Comparar el Número de la Tarjeta y la Fecha de vencimiento de la Tarjeta con la misma información del registro de Cargos, y
6. Validar la presencia de la Tarjeta mediante una copia impresa de la Tarjeta (la copia impresa es para sus registros). El hecho de que no valide la presencia de la Tarjeta mediante la impresión de la misma, puede hacerlo responsable de Contracargos si el Tarjetahabiente disputa el Cargo.

* Excepto cuando el nombre del Tarjetahabiente no está capturado en el registro de Cargos o para las Tarjetas de Prepago que no muestran un nombre en la parte frontal.

Usted podría seguir estando sujeto a otros Contracargos de fraude, incluidos la falsificación, la pérdida, el robo y la no recepción debido a las Transacciones con ingreso de clave manual.

También puede validar la presencia de la Tarjeta realizando una verificación de Identificación de Tarjeta (CID). Consulte la [Subsección 9.10.1, "Herramientas para el Fraude con Tarjeta No Presente"](#) para mayor información.

Los Cargos ingresados con clave que ocurren cuando se presenta una Tarjeta con Chip están sujetos a Contracargos por fraude por falsificación, pérdida, robo y no recepción.

Comuníquese con su Proveedor de Servicios al Comercio para obtener orientación adicional o información sobre el pago de tarifas en los cargos que se ingresan con clave.

4.5.3 Acciones para Cargos en Persona

En la siguiente tabla se describe el curso de acción requerido durante un proceso de Transacción en Persona:

Si	Entonces
La Tarjeta se ve alterada o falsificada de forma evidente.	No acepte la Tarjeta.
El Tarjetahabiente intenta utilizar la Tarjeta fuera de su Fecha de Validez. Nota: Las tarjetas son válidas hasta el último día del mes que se muestra al frente de la Tarjeta.	No acepte la tarjeta. Recomiende al Tarjetahabiente que se comunice con el número de servicio al cliente que se encuentra al reverso de la Tarjeta.
Parece que una persona que no es el Tarjetahabiente intenta utilizar la Tarjeta.	No acepte la Tarjeta. Indique que las Tarjetas son intransferibles y que solo el Tarjetahabiente está autorizado para utilizar la Tarjeta.
La firma no coincide con el nombre de la Tarjeta.	Comuníquese con su Proveedor de Servicios al Comercio con un código 10.

Si	Entonces
No se puede obtener la autorización vía electrónica.	Comuníquese con su Proveedor de Servicios al Comercio para obtener una Autorización.
La Autorización se rechaza.	No acepte la Tarjeta y siga sus políticas internas para la resolución de diversas respuestas de Autorización. Consulte la Sección 5.7. "Posibles respuestas de Autorización" .
El cliente presenta una Tarjeta sin firmar.	Una Tarjeta sin firmar no es válida. Muestre al cliente que la Tarjeta no está firmada. Solicite al cliente que firme la tarjeta y solicite también una identificación (ID) con fotografía como una licencia de manejo o pasaporte para comparar las firmas.
La firma del cliente en el registro de Cargos no parece coincidir con la firma del cliente en la Tarjeta.	Comuníquese con su Proveedor de Servicios al Comercio con un código 10, o si lo prefiere, simplemente rechace la tarjeta.
Los Números de Tarjeta y las Fechas de Validez de la Tarjeta no coinciden con el registro de Cargos.	
El nombre del Registro de Cargos no coincide con el nombre de la Tarjeta (excepto en el caso de una Tarjeta de Prepago que puede no mostrar el nombre en la parte frontal).	
La apariencia de la Tarjeta o las acciones del cliente parecen sospechosas.	

4.6 Terminales Activados por el Cliente

Los cargos por compras en Terminales Activados por el Cliente (CAT) se aceptarán si usted cumple con los requisitos de los Registros de Cargos como se detalla en la [Sección 4.8. "Registro de Cargos"](#), así como también con las *Especificaciones Técnicas* (consulte la [Sección 2.5. "Cumplimiento de las Especificaciones Técnicas"](#)). También debe cumplir con cualquier requisito adicional para que podamos aceptar Cargos por compras en sus CAT. Comuníquese con su Proveedor de Servicios al Comercio para obtener información adicional sobre los requisitos de CAT.

Se debe incluir:

- El flujo de datos completo de la Banda Magnética o los datos de la Tarjeta con chip de todas las solicitudes de Autorización, y
- Un indicador del CAT en todas las solicitudes de Autorización y Envíos.

4.7 Procesamiento de Cargo sin Tarjeta Presente

En situaciones donde los productos se solicitan a través de un canal sin tarjeta presente y el Tarjetahabiente retira los productos en una ubicación física, le recomendamos que solicite ver la Tarjeta que se utilizó para hacer la compra, solicitar la firma del Tarjetahabiente en el formulario de retiro y obtener prueba verificando la identidad del Tarjetahabiente antes de entregarle los productos. Para otras estrategias de Prevención de Fraude, consulte el [Capítulo 9. "Prevención de Fraude"](#).

Los pedidos por correo, telefónicos y por internet aumentan sus oportunidades de negocio, pero dichos cargos sin Tarjeta presente no le permiten inspeccionar la Tarjeta física. Para estos Cargos sin Tarjeta presente, el fraude puede ser difícil de detectar.

Usted debe:



Obtener la información del Tarjetahabiente como se describe a continuación



Obtener una Aprobación de Autorización



Enviar el Cargo a American Express

Para los cargos sin Tarjeta presente, debe crear un Registro de Cargos como se describe en la [Sección 4.8. "Registro de Cargos"](#). La información que se debe obtener para proceder con la Transacción incluye:

- Número de Tarjeta o Token, y
- Fecha de vencimiento de la Tarjeta o Token.

Además, se recomienda que solicite:

- el nombre tal como aparece en la Tarjeta,
- la dirección de facturación del Tarjetahabiente, y
- la dirección de envío, en caso de que sea diferente a la dirección de facturación.

American Express tiene derecho a un Contracargo por cualquier Cargo sin Tarjeta presente que el Tarjetahabiente niegue haber realizado o autorizado. American Express no reembolsará dichos Cargos basándose únicamente en la reclamación de un Tarjetahabiente de que no recibió los bienes en disputa si usted ha:

- verificado que la dirección a la que se enviaron los productos era la dirección de facturación completa del Tarjetahabiente, y
- proporcionado Comprobante de envío firmada por el Tarjetahabiente o un firmante autorizado de la Tarjeta que indique la entrega de los bienes o servicios a la dirección de facturación completa del Tarjetahabiente.

American Express no será responsable por Transacciones fraudulentas reales o presuntas que ocurran a través de Internet y American Express tendrá derecho a un Contracargo por esos Cargos.

Para los pedidos por internet, usted debe:

- utilizar los Números del Establecimiento individuales que establezca su Proveedor de Servicios al Comercio para los pedidos por internet en todas sus solicitudes de Autorización y envíos de Cargos, y
- proporcionar una notificación por escrito a su Proveedor de Servicios al Comercio sobre cualquier cambio en su dirección de internet, de conformidad con las instrucciones del Proveedor de Servicios al Comercio.

Si envía productos a una dirección alternativa, le recomendamos que mantenga un registro de esto. Luego, puede mostrar un registro de Transacciones anteriores no disputadas que se enviaron a esta dirección.

Además, si surge un Cargo en disputa que involucre un Cargo sin Tarjeta presente y se trate de un Cargo por envío electrónico por Internet, American Express puede ejecutar un Contracargo por el importe total del Cargo.

Al proporcionar un Comprobante de envío, no se necesita una firma del Tarjetahabiente o un firmante autorizado de la Tarjeta.

Asegúrese de que su Comprobante de envío incluya un recibo de mensajería con la siguiente información como mínimo:

- fecha de entrega de la mercadería,
- nombre completo del destinatario, y
- dirección de envío completa (p. ej., número de suite o departamento, ciudad, estado/provincia, código postal y país).

Comuníquese con su Proveedor de Servicios al Comercio para obtener información adicional y orientación sobre el procesamiento de Cargos sin Tarjeta presente.

4.8 Registro de Cargos

Debe crear un Registro de Cargos para cada Cargo. Para cada uno de los cargos que se envía de forma electrónica, debe crear un registro de cargos que se pueda reproducir y que cumpla con las *Especificaciones Técnicas*. Consulte la [Sección 2.5, "Cumplimiento de las Especificaciones Técnicas"](#).

El Registro de Cargos (y una copia del recibo del cliente) debe divulgar el código de Aprobación de Autorización y sus políticas de devolución o cancelación. Consulte la [Sección 4.11, "Políticas de Cancelación y Devolución"](#) para obtener más información.

Si el Tarjetahabiente desea utilizar Tarjetas diferentes para pagar una compra, puede crear un Registro de Cargos aparte para cada tarjeta utilizada. Sin embargo, si el Tarjetahabiente utiliza una sola Tarjeta para pagar una compra, usted no debe dividir la compra en más de un cargo ni crear más de un Registro de Cargos excepto en el caso de Transacciones de Envío Dividido. Consulte la [Sección 4.22, "Transacciones de Envío Dividido"](#).

Para todos los Registros de Cargos, usted debe:

1. Enviar el Cargo a su Proveedor de Servicios al Comercio para que realice el pago.
2. Conservar el Registro de Cargos original (según corresponda), todos los documentos que acrediten el Cargo o los registros que se puedan reproducir del mismo, durante veinticuatro (24) meses. Consulte el [Capítulo 8, "Proteger la Información del Tarjetahabiente"](#) para obtener información adicional.
3. Proporcionar una copia del Registro de Cargos al Tarjetahabiente.

Es posible crear más de un Registro de Cargos si la compra cumple las condiciones para un Cargo con Entrega Retrasada. Consulte la [Sección 4.16, "Cargos con Entrega Retrasada"](#).

De conformidad con la Ley Aplicable, corte el Número de la Tarjeta y no imprima la Fecha de Vencimiento de la Tarjeta en las copias de los Registros de Cargos que se entregan a los Tarjetahabientes. Los Números de la Tarjeta que se corten se deben cubrir con caracteres de reemplazo como "x", "*" o "#" y no con espacios en blanco ni números. A continuación se muestra un ejemplo del Registro de Cargos con un Número de la Tarjeta cortado.

Rocco's Pizza 123 Brighton Beach Ave 1-800-867-5309 THE NATION'S FINEST	
Emp:	Rg: 1 Printed: 12:06 PM
Card Type: AMEX XXXXXXXXXXXX1002 XX/XX Authorization Code: 592052 Reference Number: 1002 Date: 10/2/2015 12:06 PM	
AMOUNT:	\$10.50
TIP:	_____
TOTAL:	_____
Signature _____	
I agree to pay the above total according to the card holder agreement	
Chk# 19	

4.9 Procesamiento de un Crédito

Un Crédito puede ocurrir cuando un Establecimiento procesa un reembolso por las compras o pagos efectuados con la Tarjeta.

Siga los siguientes pasos para emitir un Crédito:

1. Cree un Registro de Créditos.
2. Compare los cuatro últimos dígitos del Registro de Cargos con la Tarjeta presentada (si corresponde).
3. Haga que el Tarjetahabiente firme el Registro de Créditos (opcional).
4. Proporcione una copia del Registro de Créditos al Tarjetahabiente.

Debe presentar los Créditos a su Proveedor de Servicios al Comercio dentro de los siete (7) días a partir de que se determine el vencimiento de un Crédito y crear un Registro de Créditos que cumpla los requisitos de su Proveedor de Servicios al Comercio (consulte la [Sección 4.10. "Registros de Créditos"](#) para obtener más información). No debe emitir un Crédito cuando no haya ningún Cargo correspondiente ni emitir un Crédito a cambio de dinero en efectivo ni otra compensación de un Tarjetahabiente.

Debe presentar todos los Créditos bajo el número del negocio del Establecimiento donde se originó el Cargo.

Se deberá emitir el Crédito en la moneda en la que se envió el Cargo original a su Proveedor de Servicios al Comercio.

Debe emitir Créditos a la Tarjeta utilizada para hacer la compra original; sin embargo, si el Crédito es para la devolución de un regalo y la transacción es con otra persona, no con el Tarjetahabiente que hiciera la compra original, aplique su política habitual de devoluciones.

Si el Tarjetahabiente indica que la Tarjeta con la que se hizo la compra originalmente ya no está activa o disponible, haga lo siguiente:

- Para todas las Tarjetas, con excepción de las Tarjetas de Prepago, notifique al Tarjetahabiente que debe emitir el Crédito a esa Tarjeta. Si el Tarjetahabiente tiene preguntas, recomíendele llamar al número de servicio al cliente del reverso de la Tarjeta en cuestión.
- Si la Tarjeta inactiva o no disponible es una Tarjeta de Prepago, aplique su política habitual de reembolso para las devoluciones.

Comuníquese con su Proveedor de Servicios al Comercio para obtener información adicional y orientación sobre el procesamiento de Créditos.

4.10 Registros de Créditos

Debe crear un Registro de Crédito para cualquier Crédito que emita. Para cada uno de los Créditos que se envían de forma electrónica, debe crear un Registro de Créditos que se pueda reproducir electrónicamente, y el Crédito debe cumplir las *Especificaciones Técnicas*. Consulte la [Sección 2.5, “Cumplimiento de las Especificaciones Técnicas”](#).

Si usted presenta Créditos en papel, debe crear un Registro de Créditos que contenga los siguientes datos requeridos:

- número completo de la Tarjeta y Fecha de Vencimiento (de conformidad con la Ley Aplicable), y si está disponible, el nombre del Tarjetahabiente,
- la fecha en la que se emitió el Crédito,
- el monto del Crédito,
- el nombre y dirección de su negocio y, si procede, el número de tienda, y
- el número de su Establecimiento.

Para todos los Registros de Créditos, usted debe:

1. Presentar el Crédito a través de su Proveedor de Servicios al Comercio.
2. Conservar los Registros de Créditos originales (según corresponda) y todos los documentos que acrediten la Transacción, o los registros que se puedan reproducir de la misma, durante veinticuatro (24) meses desde la fecha en la que se presentó el Crédito correspondiente.
3. Proporcione una copia del Registro de Créditos al Tarjetahabiente.

El periodo de retención de Registros de Créditos es de veinticuatro (24) meses desde la fecha en la que se presentó el Crédito correspondiente a su Proveedor de Servicios al Comercio.

De conformidad con la Ley Aplicable, tronque el Número de la Tarjeta y no imprima la Fecha de Vencimiento de la Tarjeta en las copias de los Registros de Créditos que se entregan a los Tarjetahabientes.

Comuníquese con su Proveedor de Servicios al Comercio para obtener información adicional y orientación sobre la presentación de Registros de Créditos.

4.11 Políticas de Cancelación y Devolución

Publique sus políticas de devolución, cambios y cancelaciones en varios lugares de su Negocio, incluidos:

- carteles cerca de las cajas registradoras,
- en la nota de ventas/ Registro de Cargos que el cliente firme,
- en cualquier contrato que el Tarjetahabiente firme, y
- en los términos y condiciones de compra de su sitio web con la función de "Acepto".

Por ejemplo, si su política de devoluciones es que el cliente puede devolver la mercancía acompañada presentando un recibo para un reembolso completo dentro de los treinta (30) días de la compra, asegúrese de que esta política está codificada para imprimirse en todos los recibos y las copias de los Registros de Cargos.

Se recomienda que envíe los Créditos el día en que se reciba la cancelación del Tarjetahabiente.

Sus políticas de cancelación y devolución deben ser justas y se deben divulgar de forma clara en el momento de la venta de conformidad con la Ley Aplicable. Antes de completar el Cargo, se debe informar de las políticas al Tarjetahabiente y se deben imprimir en una copia del recibo, Registro de Cargos, o de otra forma se deben proporcionar al Tarjetahabiente por escrito.

No debe dar reembolsos en efectivo a los Tarjetahabientes que compraron bienes o servicios con la Tarjeta, a menos que lo requiera la Ley Aplicable. Su política de reembolsos para compras con la Tarjeta debe ser al menos tan favorable como su política de reembolsos para compras realizadas con Otros Productos de Pago u otros métodos de pago.

Recomendaciones para la Política de Devoluciones:

Proporcionar instrucciones claras de devolución para sus clientes, que incluyan la siguiente información:

- número telefónico del servicio de atención al cliente,
- número de referencia para la devolución,
- tiempo de procesamiento esperado para obtener el Crédito, y
- la dirección de devolución, preferentemente en una etiqueta de envío que ya tenga un formato previo (si corresponde).

Recomendaciones para la Política de Cancelaciones:

Documente las políticas de cancelación, así como los términos y las condiciones, en el contrato que el Tarjetahabiente firme, o en su página web, según corresponda. Proporcione al Tarjetahabiente un número de cancelación que se pueda rastrear en sus registros.

4.11.1 Política de Devoluciones de Productos de Prepago

Un ejemplo de una política de devolución de producto prepago que es diferente de su política de devolución estándar es si permite devoluciones o cambios en la mercancía de la tienda pero las ventas de productos de prepago son finales.

Esta sección se aplica a los Establecimientos que aceptan la Tarjeta para la compra de cualquier producto de prepago (Tarjetas de Prepago, tarjetas de regalo o monederos de una marca que no sea American Express o ambas). Si su política de devoluciones para la compra de productos de prepago es diferente de su política de devoluciones estándar, sin perjuicio de los requisitos enumerados en la [Sección 4.11, "Políticas de Cancelación y Devolución"](#), debe asegurarse de revelar claramente al Tarjetahabiente dicha política de devolución específica para los productos de prepago en el momento de la compra y codificarla para que se imprima en todos los recibos y las copias de los Registros de Cargos que proporcione a los Tarjetahabientes.

4.12 Procesamiento de Transacciones para Industrias Específicas

La mayoría de las políticas y los procedimientos en la *Guía Operativa del Comercio* se aplican a todos los Establecimientos, independientemente de la industria. Sin embargo, algunos Establecimientos clasificados en industrias específicas están sujetos a políticas y procedimientos adicionales. Estas políticas y procedimientos se indican en el [Capítulo 12, "Sectores Específicos"](#).

4.13 Reservado

4.14 Cargos con Pago Anticipado

Cargo con Pago Anticipado

Un Cargo para el que se haya efectuado el pago completo por adelantado de un Establecimiento que proporciona los bienes o brinda los servicios a un Tarjetahabiente.

Las compras que involucran Cargos por pago anticipado generalmente conllevan un nivel de riesgo más alto que otros Cargos, debido al hecho de que los bienes y servicios no se proporcionan en ese momento.

Compruebe las políticas del Proveedor de Servicios al Comercio para retener la liquidación de una parte o la totalidad de dichos Cargos, hasta que se determine que disminuyó el riesgo.

A fin de minimizar el riesgo de disputa para un Cargo con Pago Anticipado, debe siempre:

- comunicar de forma clara todas las políticas de reservas, ventas, cancelación y reembolsos (consulte la [Sección 4.11. "Políticas de Cancelación y Devolución"](#)), y
- conservar una copia del consentimiento por escrito del Tarjetahabiente, incluida una descripción detallada y fecha estimada de entrega de los productos o servicios que se proporcionaron en un formato que le permita responder con facilidad a una investigación.

Debe seguir estos procedimientos si solicita u ofrece a los Tarjetahabientes la opción de hacer Cargos con Pago Anticipado para los siguientes tipos de bienes y/o servicios:

- Pedidos personalizados (por ejemplo, pedidos de bienes fabricados según las especificaciones del cliente)
- Entretenimiento/venta de boletos (por ejemplo, eventos deportivos, conciertos, pases de temporada)
- Matrícula, alojamiento y comida, así como otros gastos obligatorios (por ejemplo, tarifas de la biblioteca) de las instituciones de educación superior
- Servicios relacionados con viajes (por ejemplo, visitas guiadas y expediciones)

Para un Cargo por Pago Anticipado, usted debe:

- Declarar sus políticas completas de cancelación y reembolsos, comunicar de forma clara su intención y obtener el consentimiento por escrito del Tarjetahabiente para facturar a la tarjeta y cobrar un Cargo con Pago Anticipado antes de solicitar una Autorización. El consentimiento del Tarjetahabiente debe incluir:
 - su aceptación de todos los términos y las condiciones de la venta (incluidos los precios y cualesquier políticas de cancelación y reembolsos), y
 - una descripción detallada y la fecha estimada de entrega de los productos o servicios que se proporcionan.
- Obtener una Aprobación de Autorización.
- Completar un Registro de Cargos. Si el Cargo de Pago Anticipado es un Cargo Sin Tarjeta Presente, también debe:
 - asegurarse de que el Registro de Cargos contenga las palabras "Pago Anticipado" (consulte la [Sección 4.8. "Registro de Cargos"](#)), y
 - dentro de las veinticuatro (24) horas de que se incurra en los Cargos, proporcionar al Tarjetahabiente una confirmación por escrito (por ejemplo, en correo electrónico o fax) del Cargo con Pago Anticipado, la cantidad, el número de confirmación (si corresponde), una descripción detallada y una fecha estimada de entrega de los productos o servicios que se proporcionaron, así como los detalles de su política de cancelación/reembolso.

Si usted no puede entregar los bienes o los servicios (por ejemplo, porque la mercancía del pedido personalizado no se puede completar) y no se pueden lograr acuerdos alternativos, debe emitir inmediatamente un Crédito por el monto total del Cargo con Pago Anticipado que no se puede completar.

Además de otros derechos de Contracargos, American Express puede ejercer Contracargos por Disputas de Cargos con Pago Anticipado o una parte de los mismos si, a discreción exclusiva de American Express, la disputa no se puede resolver a su favor según los términos inequívocos que figuran en los términos de venta de los cuales obtuvo el consentimiento por escrito del Tarjetahabiente.

4.15 Cargos acumulados – Internet

Cargo Acumulado

Un Cargo que combina varias compras o reembolsos pequeños (o ambos) efectuados en una tarjeta en un solo cargo grande antes de enviar el cargo para ser pagado.

A fin de minimizar el riesgo de disputa con Cargos Acumulados, debe siempre:

- confirmar al Tarjetahabiente el monto del Cargo Acumulado y los detalles de la compra individual (o reembolso, si corresponde) en el momento de del pago, y
- en el correo electrónico de confirmación, informar al Tarjetahabiente el lugar donde puede encontrar información adicional acerca de sus compras (o reembolsos, según corresponda).

Si se clasifican en una industria de internet, puede procesar Cargos Acumulados siempre que se cumplan los siguientes criterios:

- Comunicar de forma clara su intención y obtener el consentimiento por escrito del Tarjetahabiente de que sus compras o reembolsos (o ambos) con la Tarjeta se pueden acumular y combinar con otras compras o reembolsos (o ambos) antes de solicitar una Autorización.
- Cada compra o reembolso individual (o ambos) incluido como Cargo Acumulado se debe efectuar bajo el mismo número de Establecimiento y en la misma Tarjeta.
- Obtener una preautorización de no más de USD \$15 (quince dólares de los Estados Unidos de América) o su equivalente en moneda local. Consulte la [Sección 5.11. "Autorización Previa"](#) para obtener información adicional.
- Crear un Registro de Cargos por el monto total del Cargo Acumulado. Para obtener más información sobre los Registros de Cargos, consulte la [Sección 4.8. "Registro de Cargos"](#).
- El monto del Cargo Acumulado no debe superar los USD \$15 o la cantidad por la cual haya obtenido autorización previa.
- Enviar cada Registro de Cargos de acuerdo con la [Sección 6.5. "Requisitos de Envío: Medios Electrónicos"](#). Para fines de la [Sección 6.5. "Requisitos de Envío: Medios Electrónicos"](#), se considerará que un Cargo se "incurrió" en la fecha de la primera compra (y/o reembolso según corresponda) que comprende el Cargo Acumulado.
- Proporcionar al Tarjetahabiente un correo electrónico que contenga:
 - la fecha, el monto y la descripción de cada compra (y/o reembolso según corresponda) que comprende el Cargo Agregado, y
 - la fecha y el monto del Cargo Acumulado.

4.16 Cargos con Entrega Retrasada

Para minimizar el riesgo de disputa de un Cargo con Entrega Retrasada, debe siempre:

- comunicar de forma clara todas las políticas de ventas y reembolsos (consulte la [Sección 4.11. "Políticas de Cancelación y Devolución"](#)) y
- conservar una copia del consentimiento por escrito del Tarjetahabiente en un formato que le permita responder con facilidad a una investigación.

Para aceptar los Cargos con Entrega Retrasada, usted debe:

- Comunicar de forma clara su intención y obtenga el consentimiento por escrito del Tarjetahabiente para realizar un Cargo con Entrega Retrasada antes de solicitar una Autorización,
- Obtener una Aprobación de Autorización por separado de cada uno de los dos Cargos con Entrega Retrasada en las fechas respectivas del Cargo,
- Indicar claramente en cada Registro de Cargos con Entrega Retrasada que el Cargo es para el depósito o el saldo del Cargo con Entrega Retrasada,
- Enviar el Registro de Cargos con Entrega Retrasada por el saldo de la compra únicamente después de que se hayan enviado, proporcionado u otorgado los productos o servicios,
- Enviar cada Registro de Cargos con Entrega Retrasada de conformidad con la [Sección 6.5. "Requisitos de Envío: Medios Electrónicos"](#). Para fines de la [Sección 6.5. "Requisitos de Envío: Medios Electrónicos"](#), se considerará que el Cargo se "incurrió":
 - para el depósito: la fecha en la que el Tarjetahabiente acordó pagar el depósito por la compra.
 - para el saldo: la fecha en la que se envían, proporcionan u otorgan los productos o servicios.
- Presentar y Autorizar cada Cargo con Entrega Retrasada bajo el mismo número de establecimiento, y
- Tratar los depósitos de la Tarjeta igual que como trataría los depósitos de Otros Productos de Pago.

4.17 Programa sin PIN

El Programa sin PIN no proporciona protección contra todos los contracargos. Incluso si un establecimiento y un cargo cumplen los requisitos del programa sin PIN, usted todavía puede estar sujeto a contracargos por motivos no relacionados con el hecho de no haber obtenido un PIN del tarjetahabiente en el punto de venta. Consulte con su Proveedor de Servicios al Comercio para obtener más información acerca de los Cargos en Disputa y Contracargos.

Puede participar en el Programa sin PIN de American Express. El Programa sin PIN permite a los Establecimientos no solicitar una firma ni un PIN a los Tarjetahabientes en el Registro de Cargos.

Para cumplir con el Programa sin PIN, tanto el negocio como cada cargo deben cumplir los siguientes criterios:

Criterios del Establecimiento:

Si se encuentra clasificado como una industria en la que se aceptan Cargos en Persona, entonces podrá participar en el Programa sin PIN, con excepción de las siguientes categorías:

- Los Establecimientos que no realicen Cargos en Persona (es decir, internet, pedidos por correo o por teléfono).
- Los Establecimientos prohibidos o las Transacciones prohibidas (o ambos), tal como se define en el [Capítulo 10. "Evaluación del riesgo"](#). Consulte la [Sección 3.3. "Usos Prohibidos de la Tarjeta"](#).
- Los Establecimientos de Alto Riesgo (p. ej., servicios electrónicos por internet o discotecas/salones), tal como se definen en la [Sección 10.3.1. "Establecimientos de Alto Riesgo"](#).
- Los Establecimientos que se ubican en el Programa de Recurso Pleno contra Fraudes de American Express.

Criterios de Cargos:

- El monto o Cargo deben cumplir el umbral establecido.
- La presentación del Cargo debe incluir el indicador adecuado que refleje que la Tarjeta y el Tarjetahabiente estaban presentes en el punto de venta.
- La presentación del Cargo debe incluir una Aprobación válida.

En el Programa sin PIN, American Express no ejercerá contracargos de tales cargos solo sobre la base de la imposibilidad del negocio de obtener la firma o el PIN del tarjetahabiente en el punto de venta.

Si se reciben montos o números desproporcionados de Cargos en Disputa en el marco del Programa sin PIN, debe tratar de reducir el monto o número de Cargos en Disputa. Si estos esfuerzos fallan, American Express puede ubicarlo en un programa de contracargos y el Proveedor de Servicios al Comercio o American Express pueden modificar su participación en el Programa sin PIN, revocarla o finalizarla.

Nota: Es opcional obtener la firma del tarjetahabiente en las transacciones con tarjeta presente para completar un Registro de cargos y, a discreción, a menos que lo solicite la Ley Aplicable.

4.18 Cargos de Facturación Recurrente

A fin de minimizar el riesgo de Contracargos con los Cargos de Facturación Recurrente, usted siempre debe:

- asegurarse de que las actualizaciones se apliquen de forma oportuna cuando se notifica la cancelación del Tarjetahabiente o se actualiza el Número de Tarjeta, y
- obtener el consentimiento expreso del tarjetahabiente para continuar con la facturación después de la fecha de finalización del contrato.

Para obtener más consejos sobre cómo reducir las devoluciones de cargo, consulte el [Capítulo 11, "Contracargos e Investigaciones"](#).

La Facturación Recurrente es una opción que se ofrece a los Tarjetahabientes para realizar Cargos recurrentes automáticamente en su Tarjeta. Los Cargos de Facturación Recurrente son por un producto o servicio que el Tarjetahabiente acepta pagar de manera periódica y automática (por ejemplo, cuotas de membresía a clubes de salud, suscripciones a revistas y primas de seguros).

Si ofrece a los Tarjetahabientes la opción de hacer Cargos de Facturación Recurrente, debe:

- obtener el consentimiento expreso del tarjetahabiente para facturar la tarjeta antes de enviar el primer cargo de Facturación Recurrente, y
- notificar al Tarjetahabiente que puede cancelar dicho consentimiento en cualquier momento y proveer los datos de contacto para cancelar la facturación recurrente.

Además de otros derechos de contracargo, American Express puede ejercer contracargos de cualquier cargo que no cumpla los requisitos enumerados en esta sección. American Express también puede ejercer contracargos antes de enviarle una consulta, si procesa cargos de Facturación Recurrente después de haber sido notificado previamente de que el tarjetahabiente había cancelado su consentimiento para los cargos de Facturación Recurrente.

El método que utilice para fijar ese consentimiento debe contener la notificación de que puede recibir del Emisor la información actualizada de la cuenta de la Tarjeta.

Antes de enviar un Cargo de Facturación Recurrente, debe obtener la Autorización y completar un Registro de Cargos (consulte la [Sección 4.8, "Registro de Cargos"](#)), excepto con las palabras "firma en el archivo"; si corresponde, en la línea de la firma y el descriptor electrónico apropiado en el Registro de Cargos. Debe marcar todas las solicitudes de Autorización con un indicador de Facturación Recurrente. Para completar los requisitos de Autorización, consulte el [Capítulo 5, "Autorizaciones"](#).

Si el Contrato termina por cualquier motivo, deberá notificar a todos los Tarjetahabientes a los cuales haya presentado los Cargos de Facturación Recurrente que ya no acepta la Tarjeta.

Debe cumplir con las peticiones de los Tarjetahabientes de dejar de hacer los Cargos de Facturación Recurrente inmediatamente y proporcionar los números de cancelación a los Tarjetahabientes como prueba de la cancelación.

La cancelación de una Tarjeta constituye la cancelación inmediata de ese consentimiento del Tarjetahabiente para realizar Cargos de Facturación Recurrente. No se le notificará de dicha cancelación, y ni el Proveedor de Servicios al Comercio ni American Express tendrán responsabilidad alguna que surja de dicha cancelación.

Si se cancela una Tarjeta o si un Tarjetahabiente cancela su consentimiento para realizar Cargos de Facturación Recurrente, usted es responsable de organizar otra forma de pago (según corresponda) con el Tarjetahabiente.

Debe conservar la prueba del consentimiento para recibir del Emisor la información actualizada de la cuenta de la Tarjeta durante veinticuatro (24) meses a partir de la fecha en que se presentó el último Cargo de Facturación Recurrente.

Si ofrece a los Tarjetahabientes la opción de hacer Cargos de Facturación Recurrente, debe:

- asegurarse de que el proceso de cancelación de Facturación Recurrente sea sencillo y ágil,
- divulgar clara y visiblemente todos los términos materiales de la opción incluyendo, si aplica, un aviso inicial de facturación recurrente, y el hecho de que la facturación recurrente continuará hasta que el tarjetahabiente cancele la opción,
- dentro de las veinticuatro (24) horas de haber incurrido en el primer Cargo de Facturación Recurrente, proporcionar al Tarjetahabiente la confirmación por escrito (por ejemplo,

correo electrónico o fax) de tal Cargo, lo que incluye todos los términos materiales de la opción y los detalles de su política de cancelación/reembolsos, y

- cuando los términos materiales de la opción cambian después de haber presentado el primer Cargo de Facturación Recurrente, notificar de inmediato al Tarjetahabiente por escrito de dicho cambio y obtener el consentimiento expreso y por escrito del Tarjetahabiente para los nuevos términos antes de presentar otro Cargo de Facturación Recurrente.

4.18.1 Ofertas Introductorias

Si ofrece a los Tarjetahabientes una opción para realizar Cargos Recurrentes que incluye una Oferta Introductoria, debe cumplir con todos los requisitos establecidos para esta política en la [Sección 4.18. “Cargos de Facturación Recurrente”](#), además de los siguientes requisitos:

- Divulgar de manera clara y visible todos los términos materiales de la Oferta Introductoria al Tarjetahabiente, incluido un proceso de cancelación simple y rápido que le permita al Tarjetahabiente cancelar antes de enviar el primer Cargo recurrente.
- Obtener el consentimiento expreso del Tarjetahabiente para aceptar los términos y condiciones de la Oferta Introductoria.
- Enviar al Tarjetahabiente una notificación de confirmación por escrito al inscribirse en la Oferta Introductoria.
- Enviar al Tarjetahabiente una notificación de recordatorio por escrito antes de enviar el primer Cargo recurrente, que le permita al Tarjetahabiente una cantidad de tiempo razonable para cancelar.

4.19 Procesamiento de Tarjetas de Prepago



Las Tarjetas de Prepago están disponibles para una variedad de usos: obsequios, viajes, incentivos, etc. Todas las Tarjetas de Prepago de American Express muestran el logotipo de American Express “Blue Box” en el anverso o el reverso de la tarjeta de prepago. El grabado en relieve de las Tarjetas de Prepago es opcional. La mayoría de las Tarjetas de Prepago se puede utilizar en las compras en las tiendas y por internet.



Las tarjetas de Prepago son válidas hasta la fecha que figura en la tarjeta. Pase o inserte la Tarjeta en el punto de venta como cualquier otra Tarjeta. Se debe entregar una Tarjeta de Prepago por un monto que no sea mayor que los fondos disponibles en la Tarjeta.

- Indique a los Tarjetahabientes que, antes de realizar una compra, podrán verificar sus fondos restantes si:
 - llaman al número gratuito con atención las veinticuatro (24) horas del día que se encuentra en el reverso de la Tarjeta,
 - los verifican en línea, o
 - utilizan la aplicación móvil que ofrece el Emisor (si está disponible).
- Debido a que las Tarjetas de Prepago tienen fondos previos, si recibe un rechazo cuando solicite la Autorización, solicite al cliente que consulte en línea, utilice su aplicación móvil o llame al número gratuito en el reverso de la Tarjeta para confirmar que el precio de compra no excede los fondos disponibles en la Tarjeta de Prepago.
- Si la Tarjeta de Prepago no tiene suficientes fondos para cubrir el precio de compra, procese una Transacción de Forma de Pago Combinada o solicite una forma de pago alternativa.
- Debe crear un Registro de Cargos para una Tarjeta de Prepago como lo haría con cualquier otra Tarjeta.
- Puede seguir su política de combinar el pago de Tarjetas de Prepago con cualquier Otro Producto de Pago o método de pago. Si el otro método de pago es una Tarjeta American Express, entonces usted está obligado a cumplir todas las disposiciones del Contrato.

- Consulte con su Proveedor de Servicios al Comercio para determinar si su Sistema POS está configurado para admitir la función de Forma de Pago Combinada.

Para obtener información acerca del procesamiento de las Tarjetas de Prepago, llame al número de atención al cliente disponible en el reverso de la Tarjeta en cuestión.

4.20 Procesamiento de Cheques de Viajero y de Regalo

Los Cheques de Viajero de American Express, Cheques para Dos y Cheques de Regalo son fáciles de aceptar, siempre que el cheque sea un Cheque de Viajero auténtico de American Express. Consulte la [Subsección 4.20.1. "Procedimientos de Aceptación"](#).

Las empresas pueden aceptar estos cheques como forma de pago. Puede depositar Cheques de Viajero, Cheques para Dos y Cheques de Regalo directamente en su cuenta bancaria, ya que nunca caducan.

Cheques de Viajero

Los Cheques de Viajero de American Express son una moneda de viaje ampliamente utilizada y reconocida. Si los pierde o se los roban, pueden reemplazarse de forma rápida y fácil, casi en cualquier parte del mundo, normalmente en un plazo de veinticuatro (24) horas.

Los Cheques de Viajero se emiten en distintos valores y monedas.

Cheques de Regalo

Los Cheques de Regalo de American Express funcionan como los Cheques de Viajero, y están disponibles en valores de USD \$10, \$25, \$50 y \$100 únicamente. Cualquier Cheque de Regalo que se presente y sea superior a USD \$100 es falso. Si usted recibe un Cheque de Regalo superior a USD \$100, haga lo siguiente:

- Comuníquese con el Servicio de Atención al Cliente para Cheques de Viajero/Cheques de Regalo en el 1-866-296-5198.
- No lo acepte.
- Escriba las palabras "NULO" en la parte frontal del Cheque falso.

Para obtener más información, consulte el [Capítulo 9, "Prevención de Fraude"](#).

4.20.1 Procedimientos de Aceptación

Aceptar los Cheques de Viajero y de Regalo de American Express es fácil:

- Observe la contrafirma del cliente en la esquina inferior izquierda del cheque y compárela con la contrafirma de la esquina superior izquierda para los Cheques de Viajero y de Regalo de American Express. Para los Cheques de Dos, la contrafirma del cliente debe coincidir con cualquiera de las dos firmas de la parte superior.
- Valide las características de seguridad: la validación de estas características ayudará a reducir la aceptación de cheques falsos. Consulte la [Sección 9.9, "Características de Seguridad de los Cheques de Viajero y los Cheques de Regalo"](#).
- Obtenga la Autorización: American Express recomienda obtener una autorización para reducir las posibilidades de aceptación de cheques falsos. American Express ofrece una gran variedad de herramientas de autorización. Consulte los métodos de autorización en la tabla siguiente para determinar el curso de acción:

Si	Entonces
La firma y la contrafirma muestran una coincidencia razonable (parecen iguales, pero pueden no ser idénticas)	Acepte el cheque. No hay necesidad de obtener ninguna identificación.

Si	Entonces
Sospecha que la contrafirma puede ser falsa o no vio la contrafirma del cliente	Solicite al cliente que voltee el cheque y firme de nuevo en la parte izquierda del cheque (como se endosaría un cheque de manera habitual). Luego tome el cheque y dóblelo por la esquina inferior derecha para que pueda comparar la firma original con la nueva.
Las firmas no son iguales o si hay una pregunta sobre la validez del cheque	Comuníquese con el Servicio de Atención al Cliente para Cheques de Viajero/Cheques de Regalo en el 1-866-296-5198.
Sospecha que los Cheques de Viajero que se presentan son falsos	Utilice cualquiera de los métodos siguientes para comprobar que el cheque que está aceptando es auténtico: <ul style="list-style-type: none"> • Realice una prueba de mancha (consulte el Capítulo 9, "Prevención de Fraude" para obtener más detalles). • Obtenga Autorización en línea en www.americanexpress.com/verifyamextc.

4.21 Daños a la Propiedad en Alojamientos y otros Alquileres

Si un Tarjetahabiente consiente expresamente en usar la Tarjeta para pagar las Tarifas por Daños a la Propiedad o las tarifas por fumar en un alojamiento o equipo alquilado, puede aceptar la Tarjeta, siempre que haya cumplido con las siguientes condiciones para el pago de dichas tarifas, y clasifiquemos los alquileres como uno de los siguientes:

- Alojamiento
- Parques de remolques y alquiler de campamentos
- Alquiler de autocaravanas
- Alquiler de embarcaciones
- Alquiler de bicicletas
- Alquiler de motos
- Alquiler de equipos

Condiciones de pago de dichas tarifas:

- La Tarjeta se utilizó como método de pago inicial para el alojamiento o alquiler.
- Debe proporcionar por escrito al Tarjetahabiente una lista detallada y la descripción de los daños a la propiedad y/o los daños por humo que se hayan producido.
- Antes de enviar un cargo, debe obtener la autorización por escrito del Tarjetahabiente¹ a:
 - Aceptar la responsabilidad por las tarifas asociadas con los daños a la propiedad y/o los daños por humo.
 - Seleccionar American Express como método de pago para las tarifas asociadas con los daños a la propiedad y/o los daños por humo.
 - Aceptar el monto estimado total por el cual el Tarjetahabiente puede ser responsable, y que el importe facturado final estimado puede ascender hasta un 15 % más que el importe estimado. No se cargarán a la Tarjeta del Tarjetahabiente montos que

1. El consentimiento del Tarjetahabiente debe proporcionarse por escrito después de que se hayan producido los daños y sin ninguna amenaza o coacción.

excedan el 115 % del monto divulgado, sin el consentimiento previo expreso por escrito del Tarjetahabiente.

- Debe obtener una Autorización por el monto de las tarifas asociadas con los daños a la propiedad y/o los daños por humo cada vez que se presente un Cargo.
- Debe preparar un Registro de Cargos separado del Registro de Cargos por el alquiler o estadía en el alojamiento. Debe cumplir todos los requisitos que se describen en el [Capítulo 4. "Procesamiento de las Transacciones"](#) para completar el Registro de Cargo. Además, debe cumplir lo siguiente:
 - Una vez que se haya determinado la tarifa exacta asociada con los daños a la propiedad y/o los daños por humo y el Cargo esté listo para ser presentado, debe proporcionar al Tarjetahabiente un resumen detallado; inserte el monto en el Registro de Cargos (que en ningún caso exceda el monto estimado más el 15 % acordado por el Tarjetahabiente).
- Además de los otros derechos de Contracargo contenidos en el Contrato, podemos ejercer los derechos de Contracargo con respecto a cualquier Cargo por daños que no se presente de acuerdo con todos los procedimientos contenidos en el Contrato, incluidas las disposiciones de esta [Sección 4.21. "Daños a la Propiedad en Alojamientos y otros Alquileres"](#).
- Nunca debe incluir lo siguiente en una Solicitud de Autorización o en una Envío del Cargo:
 - Las pérdidas por robo de equipos.
 - Las pérdidas por robo de bienes o equipos dentro de un alojamiento de alquiler.
 - La pérdida de ingresos debido a la pérdida de uso del equipo de alquiler o alojamiento.
- Debe enviarnos el Cargo en un plazo de los 90 días calendario posteriores a la fecha de salida o devolución del alquiler.

4.22 Transacciones de Envío Dividido

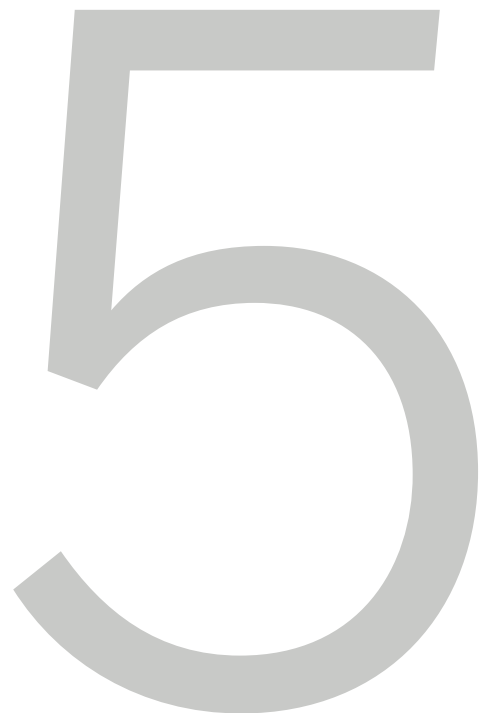
Una Transacción de envío dividido ocurre cuando un Tarjetahabiente realiza una sola compra de varios productos a precio individual y los productos se entregan al Tarjetahabiente en varios envíos. Los precios unitarios y los artículos vendidos en conjunto no deben facturarse como Cargos separados. Puede obtener una Autorización única y presentar varios Registros de Cargos con el fin de completar una Transacción de envío dividido. La Autorización será válida por hasta siete (7) días después de la fecha de la Autorización. [Sección 5.3. "Límite de Tiempo de la Autorización"](#)

Para aceptar la Tarjeta para Transacciones de envío dividido, usted debe:

- Indicar sus políticas completas de cancelación y reembolso;
- Informar al Tarjetahabiente el monto de la Autorización que se solicitará;
- Divulgar y obtener el consentimiento del Tarjetahabiente de que los artículos de la compra se entregarán por separado y se facturarán como Cargos separados;
- Proporcionar la(s) fecha(s) estimada(s) de entrega;
- Presentar un Registro de Cargos solo después de que se haya enviado cada artículo.

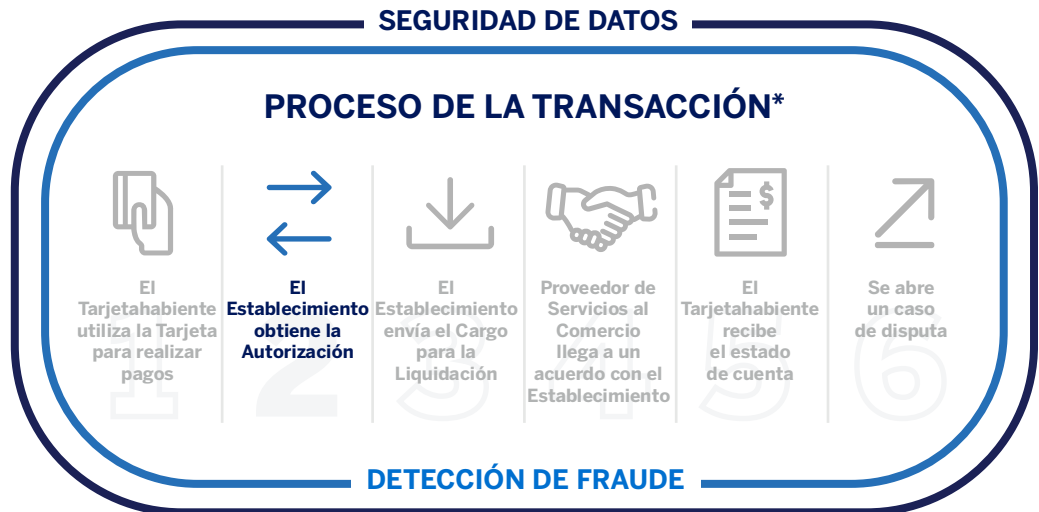
Autorizaciones

- 5.1 Proceso de la Transacción
- 5.2 El Propósito de la Autorización
- 5.3 Límite de Tiempo de la Autorización
- 5.4 Autorización Estimada
- 5.5 Límite Mínimo
- 5.6 Proceso de Autorización
- 5.7 Posibles respuestas de Autorización
- 5.8 Obtener una Autorización Electrónica
- 5.9 Número de Identificación de Tarjeta (CID)
- 5.10 Reversión de la Autorización
- 5.11 Autorización Previa



5.1 Proceso de la Transacción

El proceso de Autorización comienza cuando proporciona una solicitud de Autorización a su Proveedor de Servicios al Comercio. Después de solicitar Autorización, usted recibe una respuesta de Autorización que utiliza, en parte, para determinar si continúa con el Cargo.



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5.2 El Propósito de la Autorización

El propósito de una Autorización es brindarle información que le ayudará a determinar si debe o no proceder con un Cargo.

Para cada Cargo, debe obtener una Aprobación de la Autorización excepto para Cargos por debajo de un Límite Mínimo (consulte la [Sección 5.5, "Límite Mínimo"](#)).

La Aprobación de la Autorización debe ser por el monto total del Cargo, excepto para los Establecimientos y/o los tipos de Transacción que clasificamos en las industrias enumeradas en la [Sección 5.4, "Autorización Estimada"](#)

Una Aprobación de la Autorización no garantiza que (i) la persona que realiza el Cargo es el Tarjetahabiente, (ii) el Cargo es en realidad válido o de buena fe, (iii) usted recibirá un pago por el Cargo, (iv) usted no estará sujeto a un Contracargo o (v) el Cargo que usted envíe no será rechazado.

5.3 Límite de Tiempo de la Autorización

Las Aprobaciones de la Autorización para Cargos son válidas por siete (7) días a partir de la fecha de Autorización. Si envía el Cargo a su Proveedor de Servicios al Comercio más de siete (7) días después de la fecha de Autorización original, tendrá que obtener una nueva Aprobación.

Para los Cargos de bienes o servicios que se envíen o proporcionen más de siete (7) días después de realizar el pedido, debe obtener una Aprobación para el Cargo en el momento de realizar el pedido y, nuevamente, en el momento en que proporciona los bienes o servicios al Tarjetahabiente.

La nueva Aprobación se debe incluir en el Registro del Cargo. Si se rechaza alguna de las solicitudes de Autorización, no proporcione los bienes o servicios ni envíe el Cargo. Si lo hace, estará sujeto a un Contracargo.

Para ver los plazos de la Autorización Estimada, consulte la [Sección 5.4, "Autorización Estimada"](#).

5.4 Autorización Estimada

Le recomendamos que realice una Autorización adicional tan pronto como el monto del Cargo supere la Autorización original en el porcentaje de la Autorización Estimada en la tabla de esta sección de la siguiente manera:

- Para Autorizaciones obtenidas de forma intermitente; al menos una vez al día.
- Para Autorizaciones para montos estimados en el punto en el que el monto de los costos incurridos excede la Autorización para los montos estimados en más del porcentaje del Monto Estimado.

Por ejemplo, en la industria de hospedaje:

Si la Autorización fue por \$1,000 y el total de la compra no fue superior a \$1,150, no se necesita ninguna Autorización adicional. Sin embargo, si el total de la compra fue de \$1,200 y no obtuvo una Autorización adicional, entonces tenemos derechos de Contracargos por hasta \$50.

Si usted está clasificado o se determina que opera en una de las siguientes industrias, los siguientes procedimientos de Autorización serán aplicables cuando el importe final del Cargo no se conoce en el momento de la Autorización.

Solo puede obtener una Autorización Estimada en las industrias que se enumeran a continuación. No sobrestime el monto Autorizado. Debe obtener el consentimiento del Tarjetahabiente para dicho monto estimado antes de solicitar la Autorización.

Debe presentar el Cargo correspondiente en cuanto usted se entere del monto total a cargar. Para cualquier monto del Cargo que exceda el monto por el cual obtuvo una Autorización, usted debe obtener el consentimiento del Tarjetahabiente.

Si el monto final del Cargo es:

- no mayor que la cantidad por la que obtuvo la Autorización más el porcentaje de Autorización Estimada correspondiente que se indica a continuación de esa cantidad, no es necesaria ninguna Autorización adicional; o
- mayor que la cantidad por la que obtuvo la Autorización en más del porcentaje de Autorización Estimada aplicable que se indica a continuación de esa cantidad, debe obtener una nueva Autorización. Si no obtiene dicha Autorización, o si se rechaza su solicitud de dicha Autorización, American Express tendrá derechos de Contracargos por el monto que exceda el monto de la Autorización original más el porcentaje de la Autorización Estimada aplicable de ese monto. Para evitar dudas, American Express tendrá derechos de Contracargos por el monto final del Cargo por razones distintas a la imposibilidad de obtener una Autorización aprobada.

Una Autorización Estimada es válida para el plazo de la Autorización Estimada aplicable que se indica a continuación. Si no nos envía el Cargo dentro del plazo de la Autorización Estimada, debe obtener una nueva Aprobación.

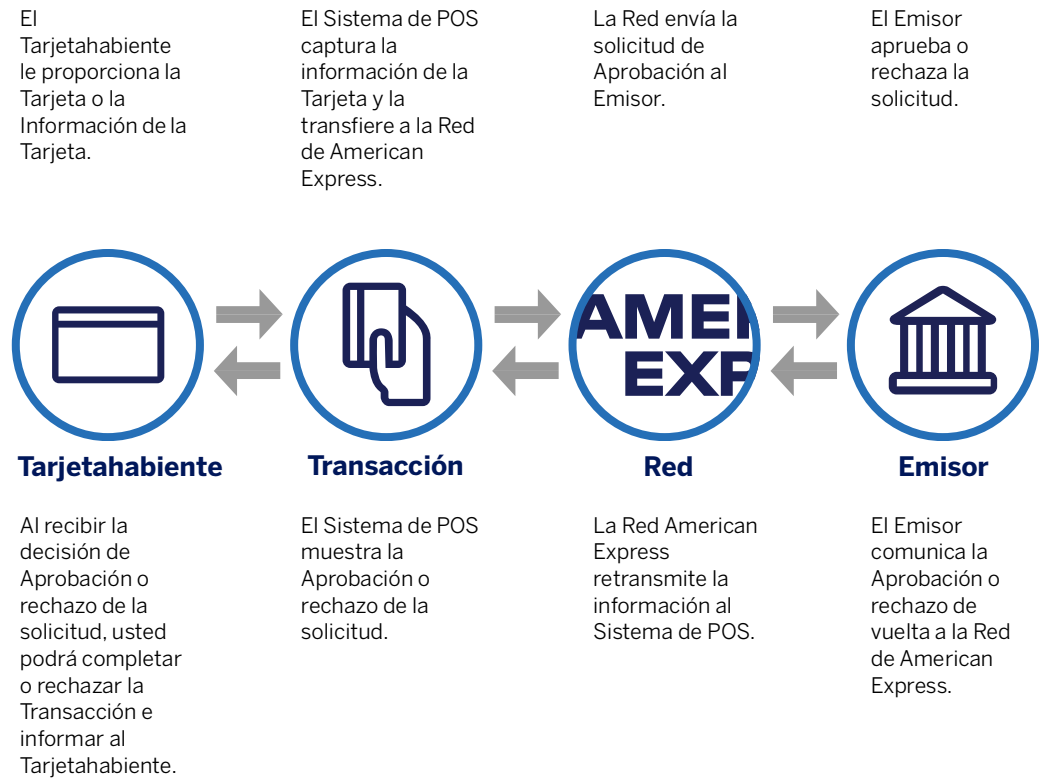
Industria	Porcentaje de la Autorización Estimada	Plazo de la Autorización Estimada
Tienda de comestibles (Sin Tarjeta Presente)	15 %	Siete (7) días
Hospedaje (Consulte la Subsección 12.12.1)	15 %	Duración de la estancia de más siete (7) días
Restaurantes y Bares*	30 %	Siete (7) días
Venta Minorista (Sin Tarjeta Presente)	15 %	Siete (7) días
Taxis y Limusinas	20 %	Siete (7) días
Alquileres de vehículos (Consulte la Subsección 12.12.2)	15 %	Duración del contrato de renta de más siete (7) días

* El porcentaje de Autorización Estimada para Cargos con Tarjeta de Prepago y de Débito en Restaurantes y Bares es del 20 %.

5.5 Límite Mínimo

American Express mantiene un Límite Mínimo de cero dólares en todos los Cargos independientemente del monto. Si un Cargo, o una serie de Cargos, efectuados el mismo día por cualquier Tarjetahabiente en el Establecimiento, es igual o mayor que este Límite Mínimo, el Establecimiento debe solicitar una Autorización.

5.6 Proceso de Autorización



5.7 Posibles respuestas de Autorización

Las respuestas a sus solicitudes de Autorización las generan los Emisores y se le transmiten a usted. Las siguientes respuestas se encuentran entre las que se generan con más frecuencia a su solicitud de Autorización. La redacción exacta puede variar, así que consulte con su Proveedor de Servicios al Comercio para determinar qué respuestas de Autorización aparecerán en su equipo.

Respuesta de Autorización	Lo que significa
Aprobado	El Cargo está aprobado.
Parcialmente Aprobado (solo para uso con Tarjetas de Prepago)	El Cargo está aprobado. La Aprobación es por un monto menor que el valor solicitado inicialmente. Solo se debe enviar el Cargo por la cantidad aprobada. Recauda los fondos restantes adeudados por el Tarjetahabiente a través de otra forma de pago. Para la Forma de Pago Combinada, puede seguir su política sobre la combinación de pagos en Tarjetas de Prepago con cualquier otro producto de pago o método de pago.
Tarjeta Rechazada o No Aceptada	El Cargo no está aprobado. No proporcione los bienes o servicios o presente el Cargo. Informe al Tarjetahabiente de inmediato que la Tarjeta fue rechazada. Si el Tarjetahabiente tiene dudas o inquietudes, recomendar al Tarjetahabiente llamar al número del servicio de atención al cliente que se encuentra al reverso de la Tarjeta. Si presenta el Cargo después de recibir un Rechazo, American Express podrá rechazar el Cargo o usted estará sujeto a un Contracargo.
Recogida	Es posible que reciba una respuesta del punto de venta del Emisor indicando que debe recoger la Tarjeta. Siga sus políticas internas cuando reciba esta respuesta. Nunca ponga a sus empleados ni se ponga usted en situaciones peligrosas. Póngase en contacto con su Proveedor de Servicios al Comercio para obtener más información acerca de la respuesta a la Recogida de la Tarjeta.

5.8 Obtener una Autorización Electrónica

El incumplimiento de las *Especificaciones Técnicas de American Express* para la Autorización puede afectar su capacidad para procesar las Transacciones con éxito. Por ejemplo, es posible que no podamos emitir una respuesta de Autorización o procesar el Cargo al momento del Envío (consulte la [Sección 6.5, "Requisitos de Envío: Medios Electrónicos"](#)).

Debe asegurarse de que todas las solicitudes de Autorización cumplan con las *Especificaciones Técnicas* (consulte la [Sección 2.5, "Cumplimiento de las Especificaciones Técnicas"](#)). Si la solicitud de Autorización no cumple con las *Especificaciones Técnicas*, se rechazó la Autorización, o no se obtuvo un código de Aprobación, American Express podrá rechazar la Presentación o American Express podrá ejercer un Contracargo. Póngase en contacto con su Proveedor de Servicios al Comercio para obtener información acerca de sus obligaciones para cumplir con las *Especificaciones Técnicas*.

Si la Tarjeta es ilegible y tiene que ingresar el Cargo por el teclado para obtener una Autorización, entonces debe seguir los requisitos para Cargos ingresados por teclado. Consulte la [Subsección 4.5.2, "Cargos con Clave"](#) para obtener más información.

Si utiliza un Sistema de POS electrónico para obtener la Autorización, la Aprobación se debe imprimir automáticamente en el Registro del Cargo.

En ocasiones, puede que no sea posible obtener una Autorización electrónica (por ejemplo, debido a problemas con el Sistema de POS, Interrupciones del Sistema u otras interrupciones de un Cargo electrónico). En estos casos, por favor colabore con su Proveedor de Servicios al Comercio.

5.9 Número de Identificación de Tarjeta (CID)

Número de Identificación de Tarjeta (CID)

El CID es un número de cuatro dígitos impreso en la cara de la Tarjeta.



CID

El Número de Identificación de la Tarjeta (CID) proporciona un nivel adicional de validación del Tarjetahabiente y es parte del proceso de Autorización. El Número CID está impreso en la Tarjeta.

Si, durante la Autorización, se recibe una respuesta que indica que el Número CID proporcionado por la persona que intenta realizar el Cargo no coincide con el Número CID que está impreso en la Tarjeta, debe volver a preguntarle el Número CID al cliente al menos una vez más. Si nuevamente no coincide, siga sus políticas internas.

Nota: Los Números CID no se deben guardar por ningún motivo. Estos se encuentran disponibles solo para Cargos en tiempo real. Consulte el [Capítulo 8. "Proteger la Información del Tarjetahabiente"](#).

Consulte el [Capítulo 9. "Prevención de Fraude"](#) para obtener más información acerca de los Números CID y la Verificación de CID.

5.10 Reversión de la Autorización

Revertir una Autorización para un Cargo Aprobado es una buena práctica si no tiene la intención de enviar un Cargo a su Proveedor de Servicios al Comercio dentro de los límites de tiempo de la Autorización. Consulte la [Sección 5.11. "Autorización Previa"](#). Para revertir una Autorización de un Cargo correspondiente, usted puede:

- iniciar un mensaje de reversión de la Autorización, o
- ponerse en contacto con su Proveedor de Servicios al Comercio para obtener instrucciones sobre cómo devolver una Autorización.

Después de que se haya enviado un Registro del Cargo, una Autorización no se puede cancelar o cambiar. Por ejemplo, si comete un error en un Cargo, pero ya envió el Registro del Cargo, no puede solicitar modificar el Cargo en el sistema. En lugar de eso, debe seguir los procedimientos para Procesar un Crédito, tal como se define en la [Sección 4.9. "Procesamiento de un Crédito"](#).

5.11 Autorización Previa

Una Autorización previa es una solicitud de Autorización que usted envía antes de proporcionar los bienes o servicios, lo que le permite luego enviar el Cargo aprobado (por ejemplo, la terminal activada por el cliente (CAT) de una bomba de combustible).

Envío de Transacciones

- 6.1 Introducción
- 6.2 Proceso de la Transacción
- 6.3 Objetivo del Envío
- 6.4 Proceso de Envío
- 6.5 Requisitos de Envío: Medios Electrónicos
- 6.6 Requisitos de Envío: En Papel
- 6.7 Cómo Realizar los Envíos



6.1 Introducción

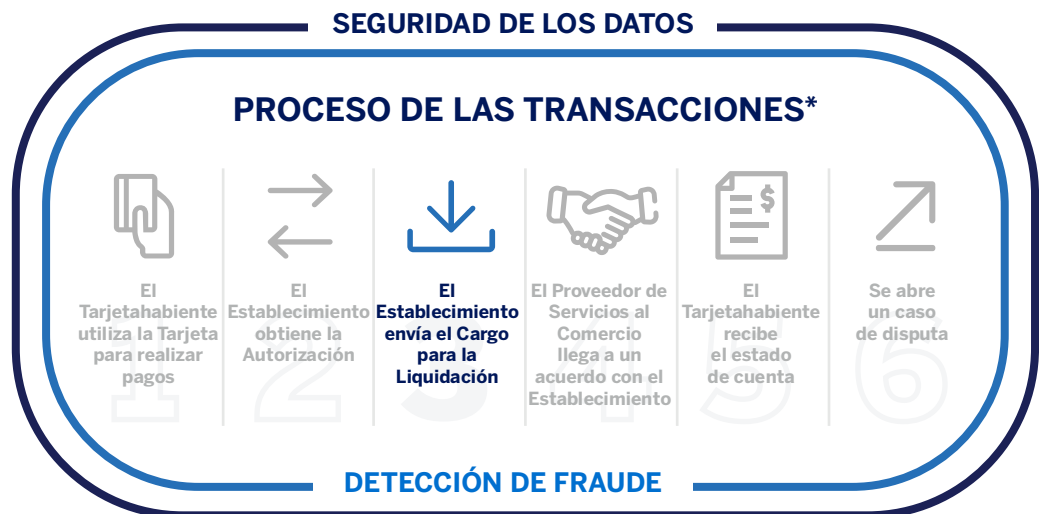
Los Establecimientos conocen los compromisos que mantienen su negocio en buen funcionamiento. Uno de esos compromisos es enviar las Transacciones realizadas en sus Establecimientos a su Proveedor de Servicios al Comercio para su pago.

Como no se puede realizar el pago hasta que se envíen las Transacciones, le recomendamos que envíe las Transacciones a diario aunque disponga de hasta siete (7) días para hacerlo.

Consulte la [Sección 4.5, "Procesar un Cargo en Persona"](#) y la [Sección 4.9, "Procesamiento de un Crédito"](#) para obtener más información.

6.2 Proceso de la Transacción

Recopile las Transacciones durante el día hábil y envíelas a nosotros, a través de su Proveedor de Servicios al Comercio, generalmente al final del día. Si tiene algún problema con el Envío, comuníquese con su Proveedor de Servicios al Comercio.



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6.3 Objetivo del Envío

Después de recibir el Envío, lo procesamos y liquidamos con su Proveedor de Servicios al Comercio. Su Proveedor de Servicios al Comercio luego liquidará directamente con usted de acuerdo con el plan de pago, la velocidad de pago y el método de pago que haya acordado con ellos.

Las Transacciones se considerarán como aceptadas en un día hábil determinado si las procesamos antes del cierre de las operaciones.

Comuníquese con su Proveedor de Servicios al Comercio para obtener información adicional sobre cómo enviar las Transacciones, horas límite para el procesamiento y los procedimientos de pago.

6.4 Proceso de Envío

Después de recopilar las Transacciones durante su día hábil, le recomendamos que las envíe a su Proveedor de Servicios al Comercio diariamente.



Siguiendo las instrucciones que se muestran en su Sistema de POS, usted puede enviar sus Transacciones para que se procesen y liquiden.

Los pagos no pueden realizarse hasta que las Transacciones se envíen, reciban y procesen a través de su Proveedor de Servicios al Comercio.

6.5 Requisitos de Envío: Medios Electrónicos

Para obtener información adicional sobre cómo retener información, consulte la [Sección 4.8, "Registro de Cargos"](#) y la [Sección 8.4, "Estándares para la Protección de la Información de los Tarjetahabientes"](#).

Además de afectar el proceso de su Transacción, el incumplimiento de las *Especificaciones Técnicas* puede aumentar sus Cargos en Disputa. Por ejemplo, para un Cargo sin Tarjeta Presente, si no proporciona un número de teléfono de servicio al cliente o una dirección web, los Tarjetahabientes que no reconocen los Cargos, pueden iniciar investigaciones "sin conocimiento" en lugar de comunicarse con usted directamente para identificar el Cargo.

Usted debe enviar las Transacciones por medios electrónicos de acuerdo con las instrucciones de su Proveedor de Servicios al Comercio.

Cuando transmite Datos de Cargos y de Transmisión de forma electrónica, también debe completar y mantener Registros de los Cargos y los Créditos.

Los envíos o lotes deben cumplir con la *Guía Operativa del Comercio de American Express*, incluidas las *Especificaciones Técnicas* (consulte la [Sección 2.5, "Cumplimiento de las Especificaciones Técnicas"](#)). El incumplimiento de estos requisitos podría tener como resultado el rechazo de su envío o lote, o bien la demora en el pago (o ambos). Si se rechaza un envío o lote, es posible que no se le pueda pagar hasta se corrija y se vuelva a enviar el Envío o lote. Usted debe colaborar con su Proveedor de Servicios al Comercio para corregir el error, luego vuelva a enviarlo. Para los envíos que no cumplan con las *Especificaciones Técnicas*, American Express tiene derecho a presentar Contracargos.

Debe enviar Cargos y Créditos únicamente en Pesos mexicanos.

6.5.1 Envíos de Cargos

Debe enviar todos los Cargos a su Proveedor de Servicios al Comercio con las solicitudes de Autorización. Los Cargos se consideran "incurridos" en la fecha en la que el Tarjetahabiente le indica que pagará los productos y servicios que compró con la Tarjeta y para los que usted recibió una Aprobación de Autorización. Los Cargos no deben enviarse a su Proveedor de Servicios al Comercio hasta que los productos se hayan enviado o proporcionado o hasta que los servicios se hayan prestado. Debe enviar todos los Cargos del Establecimiento en el que se originó el Cargo.

En el caso de los Cargos Acumulados, el Cargo se debe enviar en un plazo de siete (7) días a partir de la fecha de la última compra (o reembolso, según corresponda), que comprende el Cargo Acumulado y para el cual usted recibió una Aprobación de Autorización. Consulte la [Sección 4.15. "Cargos acumulados – Internet"](#) para obtener más información.

Los Cargos con Entrega Retrasada y los Cargos con Pago Anticipado se pueden enviar antes de que los productos se hayan enviado, proporcionado o antes de que los servicios se hayan prestado. Consulte la [Sección 4.16. "Cargos con Entrega Retrasada"](#) y la [Sección 4.14. "Cargos con Pago Anticipado"](#) para obtener más información.

6.5.2 Envíos de Créditos

Debe enviar todos los Créditos a su Proveedor de Servicios al Comercio cuando llegue el momento de cobrar un Crédito. Debe enviar cada Crédito bajo el Negocio en el que se originó el Crédito. Comuníquese con su Proveedor de Servicios al Comercio para obtener más información acerca de los requisitos de envío de Créditos.

6.6 Requisitos de Envío: En Papel

Si, en circunstancias extraordinarias, necesita enviar Transacciones en papel, debe hacerlo de acuerdo con las instrucciones proporcionadas por su Proveedor de Servicios al Comercio.

6.7 Cómo Realizar los Envíos

Muchos Sistemas POS tienen una tecla de "envío por lotes" u otra función similar. Comuníquese con su Proveedor de Servicios al Comercio para obtener información sobre la mejor forma de enviar un lote.

En muchos casos, su Sistema POS enviará una solicitud de Autorización, procesará las Transacciones y enviará el Cargo de forma automática a su Proveedor de Servicios al Comercio. Comuníquese con su Proveedor de Servicios al Comercio para obtener más información acerca de los requisitos de envío de Transacciones.

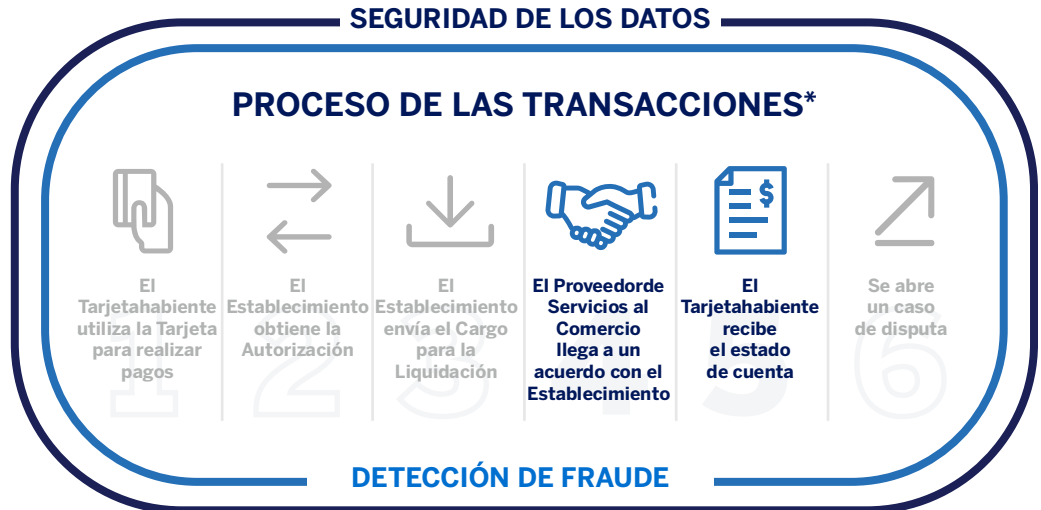
Liquidación

- 7.1 Proceso de las Transacciones
- 7.2 Monto de Liquidación
- 7.3 Errores u Omisiones en el Pago
- 7.4 Cobro a los Tarjetahabientes



7.1 Proceso de las Transacciones

Después de que recibamos un archivo de Envío, comenzamos el proceso de liquidación. La liquidación del pago de American Express se realizará directamente a su Proveedor de Servicios al Comercio.



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7.2 Monto de Liquidación

Toda actividad de liquidación es responsabilidad de su Proveedor de Servicios al Comercio y cualquier pregunta o inquietud deberá dirigirse a ellos para su resolución.

7.3 Errores u Omisiones en el Pago

Notifique inmediatamente a su Proveedor de Servicios al Comercio cualquier error u omisión relacionados con sus transacciones u otros honorarios o pagos por Cargos, Créditos o Contracargos.

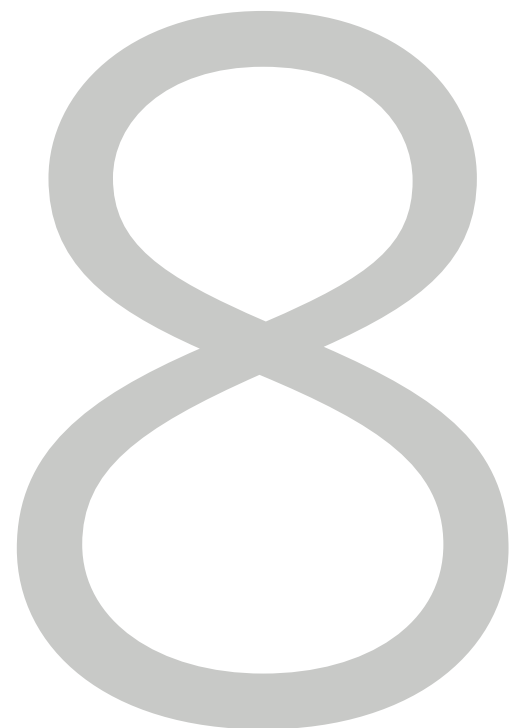
7.4 Cobro a los Tarjetahabientes

Usted no deberá facturar o cobrar a los Tarjetahabientes ninguna compra o pago realizado con la Tarjeta a menos que:

- Se ejerció el Contracargo correspondiente a dicho Cargo,
- Haya pagado en su totalidad dicho Cargo a su Proveedor de Servicios al Comercio, y
- Tenga el derecho de hacerlo.

Proteger la Información del Tarjetahabiente

- 8.1 Requisitos de Seguridad de Datos
- 8.2 Definiciones
- 8.3 Programa de Análisis Dirigido (TAP)
- 8.4 Estándares para la Protección de la Información de los Tarjetahabientes
- 8.5 Obligaciones de Administración de los Incidentes de Datos
- 8.6 Reservado
- 8.7 Validación Periódica de los Sistemas de los Establecimientos
- 8.8 Reservado
- 8.9 Exención de Responsabilidad



8.1 Requisitos de Seguridad de Datos

Como líder en protección al consumidor, American Express siempre ha asumido el compromiso de proteger los Datos del Tarjetahabiente y los Datos de Autenticación Confidenciales con el fin de garantizar que se mantengan seguros.

Si los datos se encuentran en peligro, esto tiene un impacto negativo en los consumidores, los Establecimientos y los Emisores. Basta un solo incidente para perjudicar gravemente la reputación de una empresa y su capacidad para hacer negocios de forma eficaz. Las acciones dirigidas a mitigar esa amenaza con la implementación de políticas operativas de seguridad pueden ayudar a mejorar la confianza del cliente, aumentar la rentabilidad y optimizar la reputación de una empresa.

American Express sabe que usted tiene las mismas preocupaciones que American Express y por eso exige, como parte de sus responsabilidades, que cumpla con los requisitos de seguridad de datos incluidos en el Contrato con su Proveedor de Servicios al Comercio y con estos Requisitos de Seguridad de Datos.

Estos requisitos se aplican a todos sus equipos, sistemas y redes (y sus componentes) en los que se almacenan, procesan o transmiten Claves de Cifrado, Datos del Tarjetahabiente o Datos Confidenciales de Autenticación (o una combinación de estos).

8.2 Definiciones

Para los efectos de este [Capítulo 8, "Proteger la Información del Tarjetahabiente"](#), se aplicarán las siguientes definiciones:

Aplicación de Pago: Tiene el mismo significado que se le da en el glosario de términos vigente del Estándar de Seguridad de Datos para Aplicaciones de Pago de la Industria de Tarjetas de Pago, disponible en www.pcisecuritystandards.org.

Aprobado por la PCI: Un Dispositivo de Entrada de PIN o una Aplicación de Pago (o ambos) que aparece en el momento de la implementación en la lista de empresas y proveedores aprobados que mantiene el PCI Security Standards Council, LLC, disponible en www.pcisecuritystandards.org.

Asesores de Seguridad Calificados (QSA): Entidades que han sido calificadas por el Payment Card Industry Security Standards Council, LLC para validar el cumplimiento del PCI DSS. Consulte la [Sección 8.7, "Validación Periódica de los Sistemas de los Establecimientos"](#).

Certificación de Cumplimiento (AOC): Una declaración del estado de su cumplimiento con el PCI DSS, en el formulario que proporciona el Payment Card Industry Security Standards Council, LLC.

Certificación de Cumplimiento de Escaneo (AOSC): Una declaración del estado de su cumplimiento con el PCI DSS que se basa en un escaneo de red, en el formulario que proporciona Payment Card Industry Security Standards Council, LLC.

Clave de Cifrado: Todas las claves utilizadas en el procesamiento, generación, carga y/o protección de los Datos de la Cuenta. Esto incluye, entre otras, las siguientes:

- Claves de Cifrado de Claves: Claves Maestras de Zona (ZMK) y Claves de PIN de Zona (ZPK)
- Claves Maestras que se usan en dispositivos criptográficos seguros: Claves Maestras Locales (LMK)
- Claves de Código de Seguridad de Tarjeta (CSCK)
- Claves de PIN: Claves Derivadas de Bases (BDK), Claves de Cifrado de PIN (PEK) y ZPK

Cuestionario de Autoevaluación (SAQ): Una herramienta de autoevaluación creada por Payment Card Industry Security Standards Council, LLC para evaluar y certificar el cumplimiento con el PCI DSS.

Datos de Autenticación Confidenciales: Tiene el significado que se le da en el glosario de términos vigente del PCI DSS.

Datos del Tarjetahabiente: Tiene el significado que se le da en el glosario de términos vigente del PCI DSS.

Dispositivo de Entrada de PIN: Tiene el significado que se le da en el glosario de términos actual para los Requisitos de Seguridad Modulares Relativos al Punto de Interacción de los Requisitos de Seguridad de Transacciones con Pin de la Industria de Tarjetas de Pago, que están disponibles en www.pcisecuritystandards.org.

Documentación de Validación: La AOC que se presenta en relación con la Evaluación Anual de Seguridad en el Sitio o SAQ, la AOSC y los resúmenes ejecutivos de hallazgos presentados en relación con los Escaneos de Red Trimestrales o la Certificación anual del STEP.

Emisor: Cualquier Entidad (incluidas American Express y sus Afiliados) con licencia de American Express o un Afiliado de American Express para emitir Tarjetas y participar en el negocio de emisión de Tarjetas.

Entorno de Datos del Tarjetahabiente (CDE): Las personas, los procesos y la tecnología que almacenan, procesan o transmiten datos del Tarjetahabiente o datos de autenticación confidenciales.

Especificaciones EMV^{®1}: Las especificaciones emitidas por EMVCo, LLC, que están disponibles en www.emvco.com.

Establecimiento: El Establecimiento y todos sus afiliados que aceptan Tarjetas American Express en virtud de un contrato de procesamiento del Establecimiento o del contrato del Establecimiento Patrocinado, la *Guía Operativa del Comercio* de American Express, y cualquier anexo y apéndice adjuntos, colectivamente, entre el Establecimiento y su Proveedor de Servicios al Comercio.

Establecimiento de Nivel 1: Procesa 2.5 millones de Transacciones o más con Tarjeta American Express por año o es cualquier otro Establecimiento que por algún motivo American Express considere de Nivel 1.

Establecimiento de Nivel 2: Procesa de 50,000 a 2.5 millones de Transacciones de Tarjetas American Express al año.

Establecimiento de Nivel 3: Procesa de 10,000 a 50,000 Transacciones de Tarjetas American Express por año.

Establecimiento de Nivel 4: Procesa menos de 10,000 Transacciones de Tarjetas American Express por año.

Estándar de Seguridad de los Datos de la Industria de las Tarjetas de pago (PCI DSS): el Estándar de Seguridad de los Datos de la Industria de las Tarjetas de pago que está disponible en www.pcisecuritystandards.org.

Fecha de Notificación: La fecha en que American Express envía a los emisores la notificación final de un Incidente de Datos. La fecha mencionada está supeditada al recibo en American Express del informe forense definitivo o el análisis interno y se determinará a la entera discreción de American Express.

1. EMV[®] es una marca comercial registrada en Estados Unidos y otros países, y una marca comercial no registrada en otros lugares. La marca comercial EMV es propiedad de EMVCo, LLC.

Incidente de Datos: Un incidente que involucra la puesta en peligro o la presunta puesta en peligro de las claves de cifrado de American Express o, al menos, un número de cuenta de Tarjeta American Express, en el que exista lo siguiente:

- un acceso o uso no autorizado de Claves de Cifrado, Datos del Tarjetahabiente o Datos de Autenticación Confidenciales (o una combinación de cada uno) que se almacenan, procesan o transmiten en sus equipos, sistemas y/o redes (o los componentes de estos) o el uso de los cuales usted exija o proporcione o haga disponible;
- un uso de dichas Claves de Cifrado, Datos del Tarjetahabiente o Datos de Autenticación Confidenciales (o una combinación de cada uno) que no sea el uso permitido por el Contrato; y/o
- una sospecha o confirmación de una pérdida, robo o malversación por cualquier medio de materiales, registros o información que contienen dichas Claves de Cifrado, Datos del Tarjetahabiente o Datos de Autenticación Confidenciales (una combinación de cada uno).

Investigador Forense de la PCI (PFI): Una Entidad que ha sido aprobada por el Payment Card Industry Security Standards Council, LLC para realizar investigaciones forenses de un incumplimiento o compromiso de datos de la Tarjeta de Pago.

Nivel del Establecimiento: La designación asignada a los Establecimientos en relación con sus obligaciones de validación de cumplimiento de DSS de la PCI, como se describe en la [Sección 8.7, "Validación Periódica de los Sistemas de los Establecimientos"](#).

Número de Tarjeta: El número de identificación único que el Emisor asigna a la Tarjeta cuando la emite.

Número de Tarjeta Comprometido: Un número de cuenta de Tarjeta American Express relacionado con un Incidente de Datos.

Partes Cubiertas: Cualquier empleado, agente, representante, subcontratista, procesador, proveedor de servicios, proveedores de equipos o sistemas de puntos de venta (POS), o soluciones de procesamiento de pagos, Entidades asociadas a su cuenta de establecimiento de American Express y cualquier otra parte a la que usted pueda proporcionar acceso a los Datos del Tarjetahabiente o a los Datos de Autenticación Confidenciales (o a ambos) de conformidad con el Contrato.

Plantilla del Informe Final de Incidente Forense: Significa que la plantilla está disponible en el Consejo de Estándares de Seguridad de la PCI en el siguiente vínculo www.pcisecuritystandards.org.

Programa de Análisis Dirigido (TAP): Un programa que proporciona la identificación temprana de una posibilidad de que los Datos del Tarjetahabiente estén comprometidos en su Entorno de Datos del Tarjetahabiente (CDE). Consulte la [Sección 8.3, "Programa de Análisis Dirigido \(TAP\)"](#).

Programa de Mejora de la Tecnología de Seguridad (STEP): El programa de American Express en el cual se alienta a los Establecimientos a implementar tecnologías que mejoran la seguridad de datos. A fin de calificar para el programa STEP, los Establecimientos no deben haber tenido un Incidente de Datos en los 12 meses anteriores a la presentación de la certificación anual del STEP y procesar al menos el 75 % del total de Transacciones utilizando Cifrado Punto a Punto o Transacciones con Tarjeta presente mediante Dispositivos Habilitados con Chip de EMV.

Proveedores de Escaneo Aprobado (ASV): Una Entidad que ha sido calificada por el Payment Card Industry Security Standards Council, LLC para validar la adhesión a determinados requisitos del PCI DSS a través de escaneos de vulnerabilidad de entornos expuestos a Internet. Consulte la [Sección 8.7, "Validación Periódica de los Sistemas de los Establecimientos"](#).

Requisitos del Consejo de Estándares de Seguridad de la Industria de Tarjetas de Pago (PCI SSC): El conjunto de estándares y requisitos relacionados con la seguridad y protección de los datos de las tarjetas de pago, incluyendo el PCI DSS y PA DSS que están disponibles en www.pcisecuritystandards.org.

Requisitos de Seguridad de Datos (DSR): La política de seguridad de datos de American Express, como se describe en el [Capítulo 8, "Proteger la Información del Tarjetahabiente"](#) de la *Guía Operativa del Comercio*.

Requisitos de Seguridad de PIN de la PCI: Los requisitos de Seguridad de PIN de la Industria de Tarjetas de Pago que están disponibles en www.pcisecuritystandards.org.

Sistema de Punto de Venta (POS): Un sistema o equipo de procesamiento de información que incluye un terminal, una computadora personal, una caja registradora electrónica, un lector contactless, o un motor o proceso de pago, utilizado por un Establecimiento para obtener Autorizaciones o recopilar datos de Transacciones, o ambas cosas.

Ventana de Eventos de Incidentes de Datos: El período que comienza a la fecha de puesta en peligro, si se la conoce, o 365 días antes de la Fecha de Notificación si se desconoce la fecha de puesta en peligro real. La Ventana de Eventos de Incidentes de Datos finaliza 30 días después de la Fecha de Notificación.

8.3 Programa de Análisis Dirigido (TAP)

Los Datos del Tarjetahabiente Comprometidos pueden deberse a brechas en la seguridad de los datos en su Entorno de Datos del Tarjetahabiente (CDE).. Los ejemplos de Datos del Tarjetahabiente comprometidos incluyen, entre otros:

- **Punto Común de Compra (CPP):** Los Tarjetahabientes de American Express informan la existencia de Transacciones fraudulentas en sus cuentas de la Tarjeta y son identificadas y se determina que se han originado al realizar compras en sus Establecimientos.
- **Datos de la Tarjeta encontrados:** Los Datos de la Tarjeta y del Tarjetahabiente de American Express se encuentran en la red mundial vinculados a Transacciones en sus Establecimientos.
- **Sospecha de software malicioso:** American Express sospecha que su comercio está utilizando software infectado o vulnerable a códigos maliciosos.

El TAP está diseñado para identificar posibles Datos del Tarjetahabiente Comprometidos.

Usted está obligado a cumplir, y debe hacer que sus Partes Cubiertas cumplan, con los siguientes requisitos tras la notificación de American Express de la posibilidad de que los Datos del Tarjetahabiente estén comprometidos.

- Usted debe revisar su CDE de inmediato para detectar brechas en la seguridad de los datos y corregir todas las que encuentre.
 - Usted debe hacer que sus proveedores de terceros realicen una investigación exhaustiva de su CDE si ha sido subcontratado.
- Usted debe proporcionar un resumen de las medidas tomadas o planificadas después de su revisión, evaluación y/o iniciativas de corrección al recibir la notificación de American Express o el Proveedor de Servicios al Comercio.
- Usted debe proporcionar documentos de validación de PCI DSS actualizados de acuerdo con la [Sección 8.7, "Validación Periódica de los Sistemas de los Establecimientos"](#).
- Según corresponda, usted debe contratar a un Investigador Forense de la PCI (PFI) calificado para que examine su CDE en caso de que usted o su Parte Cubierta:
 - No pueda resolver los Datos del Tarjetahabiente Comprometidos dentro de un período de tiempo razonable, según lo determine American Express, o

- Confirman que ha ocurrido un Incidente de Datos y cumplen con los requisitos establecidos en la [Sección 8.5. "Obligaciones de Administración de los Incidentes de Datos"](#).

Si usted no puede cumplir con estas obligaciones, su Proveedor de Servicios al Comercio podrá ejercer el derecho de rescindir el Contrato, de conformidad con sus estipulaciones, además de aplicarle a usted tarifas de no validación.

8.4 Estándares para la Protección de la Información de los Tarjetahabientes

Recuerde que si se rescinde el Contrato, los Datos de los Tarjetahabientes solo se pueden conservar de acuerdo con el PCI DSS, que está disponible en pcisecuritystandards.org

Usted y sus Partes Cubiertas deben:

- guardar los Datos del Tarjetahabiente solo para facilitar las Transacciones con la Tarjeta de American Express de conformidad con, y según lo requiere, el Contrato,
- cumplir con la versión actual del Estándar de Seguridad de Datos para la Industria de Tarjetas de Pago (PCI DSS) y de otros requisitos del Consejo de los Estándares de Seguridad de la Industria de Tarjetas de Pago (PCI SCC) aplicables a su procesamiento, almacenamiento o transmisión de Datos del Tarjetahabiente o Datos de Autenticación Confidenciales a más tardar en la fecha de entrada en vigor para la implementación de esa versión del Requisito de PCI SCC aplicable, y
- usar, al implementar Dispositivos de Entrada de PIN nuevos o de reemplazo o Aplicaciones de Pago (o ambos) en localidades atendidas, solo aquellos que tienen la Aprobación de la PCI.

Debe proteger todos los Registros de Cargos y Registros de Créditos que conserva en virtud del presente Contrato, de conformidad con estas disposiciones de seguridad de datos; debe utilizar estos registros solo para los fines del Contrato y protegerlos en consecuencia. Usted es responsable financieramente y de otro modo ante el Proveedor de Servicios al Comercio de asegurar que sus Partes Cubiertas cumplan con este [Capítulo 8. "Proteger la Información del Tarjetahabiente"](#) (que no sea para demostrar el Cumplimiento de sus partes cubiertas de acuerdo con esta política en la [Sección 8.7. "Validación Periódica de los Sistemas de los Establecimientos"](#) salvo que se disponga lo contrario en esta sección).

8.5 Obligaciones de Administración de los Incidentes de Datos

Incidente de Datos

Un incidente que involucre el acceso o el uso no autorizado de Claves de Cifrado, Datos del Tarjetahabiente o Datos confidenciales de autenticación (o una combinación de estos) que se almacenen, procesen o transmitan en equipos, sistemas y/o redes (o en alguno de sus componentes) de su propiedad o de los que usted sea responsable.

Después que descubra un Incidente de Datos, usted deberá notificar a su Proveedor de Servicios al Comercio de inmediato. Además:

- Debe realizar una investigación forense exhaustiva de cada Incidente de Datos.
- Para los Incidentes de Datos que impliquen 10,000 o más Números de Tarjeta únicos, debe contratar a un investigador forense (PFI) de la PCI para llevar a cabo esta investigación en un plazo de cinco (5) días después del descubrimiento de un Incidente de Datos.
- El informe *no editado* de investigación forense se deberá entregar a su Proveedor de Servicios al Comercio de acuerdo con el plazo que este establezca para la entrega de tal información.
- Debe entregar de inmediato a su Proveedor de Servicios al Comercio todos los Números de Tarjetas Comprometidos. American Express se reserva el derecho de llevar a cabo su propio análisis interno para identificar los Números de Tarjetas involucrados en el Incidente de Datos.

Los informes de investigación forense se deben completar con la Plantilla del Informe Final de Incidente Forense actual disponible en la PCI. El informe debe incluir revisiones forenses, informes de cumplimiento y toda información relacionada con el Incidente de Datos; identificar la causa del Incidente de Datos; confirmar si usted cumplía o no con el PCI DSS en el momento del Incidente de Datos; y confirmar su compromiso para prevenir futuros incidentes de datos a través de un plan para corregir todas las deficiencias relacionadas con el PCI DSS, y además debe confirmar su participación en el programa de cumplimiento de American Express (según

se describe a continuación). A solicitud de su Proveedor de Servicios al Comercio, usted deberá proporcionar una validación por un Asesor de Seguridad Certificado (QSA) que indique que se corrigieron las deficiencias.

Sin perjuicio de los párrafos anteriores de esta [Sección 8.5. "Obligaciones de Administración de los Incidentes de Datos"](#):

- American Express puede, a su exclusivo criterio, solicitarle que contrate a un PFI para que lleve a cabo una investigación de un Incidente de Datos para los Incidentes de Datos que involucren menos de 10,000 Números de Tarjeta únicos. Cualquier investigación de este tipo debe cumplir con los requisitos establecidos anteriormente en esta [Sección 8.5. "Obligaciones de Administración de los Incidentes de Datos"](#), y debe completarse dentro del plazo requerido por American Express.
- American Express puede, a su exclusivo criterio, contratar por separado a un PFI para llevar a cabo una investigación sobre cualquier Incidente de Datos y puede cobrarle a usted el costo de dicha investigación.

Debe trabajar con su Proveedor de Servicios al Comercio y American Express para corregir los problemas que puedan surgir del Incidente de Datos, lo que incluye consultar sobre sus comunicaciones a los Tarjetahabientes afectados por el Incidente de Datos y proporcionar (y obtener las exenciones necesarias para proporcionar) a su Proveedor de Servicios al Comercio toda la información relevante para verificar su capacidad de prevenir futuros Incidentes de Datos de manera coherente con el Contrato.

Sin perjuicio de cualquier obligación de confidencialidad que disponga lo contrario en el Contrato, American Express tiene el derecho de divulgar información sobre cualquier Incidente de Datos a los Tarjetahabientes, los Emisores, otros participantes en la Red de American Express y al público en general, si la Ley Aplicable así lo exige; en virtud de una resolución, sentencia, orden o solicitud judicial, administrativa o regulatoria u otro proceso; con el fin de mitigar el riesgo de fraude u otros daños; o de cualquier forma que sea apropiada para operar la Red de American Express.

8.6 Reservado

8.7 Validación Periódica de los Sistemas de los Establecimientos

- 8.7.1** Usted debe tomar las siguientes medidas para validar de forma trimestral y anual el estado de sus equipos, sistemas y/o redes (y sus componentes), en los que se almacenan, procesan o transmiten Claves de Cifrado, Datos del Tarjetahabiente o Datos Confidenciales de Autenticación (o una combinación de estos), de acuerdo con el PCI DSS.

Hay cuatro medidas necesarias para completar la validación:

Medida 1: participar en el programa de cumplimiento de American Express de acuerdo con esta política.

Medida 2: comprender sus Requisitos de Nivel de Establecimiento y Validación.

Medida 3: completar la Documentación de Validación que debe enviar a American Express.

Medida 4: enviar la Documentación de Validación a American Express a través de su Proveedor de Servicios al Comercio.

Medida 1: participar en el Programa de Cumplimiento de American Express en virtud de esta Política

Los Establecimientos de Nivel 1 y los Establecimientos de Nivel 2, tal como se describe a continuación, deben participar en el Programa de Cumplimiento de PCI de American Express en virtud de esta política proporcionando el nombre completo, la dirección de correo electrónico, el número de teléfono y la dirección postal física de una persona que servirá como

su contacto general de seguridad de datos. Debe enviar esta información a su Proveedor de Servicios al Comercio. Debe notificar a su Proveedor de Servicios al Comercio si esta información cambia, proporcionando la información actualizada si corresponde. El hecho de que usted no proporcione dicha información de contacto podría resultar en la aplicación de tarifas por incumplimiento. Comuníquese con su Proveedor de Servicios al Comercio para obtener más información sobre sus requisitos de cumplimiento con la seguridad de datos.

American Express podrá designar, a nuestro criterio exclusivo, la participación de determinados Establecimientos de Nivel 3 y de Nivel 4 en el programa de cumplimiento de American Express en virtud de esta política mediante el envío de una notificación por escrito. Tales Establecimientos deben inscribirse en el programa de cumplimiento en un plazo que no supere los noventa (90) días a partir de la recepción de la notificación.

Medida 2: comprender su Requisitos de Nivel de Establecimiento y Validación

La mayoría de los Niveles de Establecimientos se basan en el volumen de Transacciones que envían todos sus Negocios. Usted recibirá una de las categorías de Nivel de Establecimiento especificadas en la siguiente tabla.

Nivel del Establecimiento/ Transacciones anuales de American Express	Documentación de Validación		
	Informe de evaluación en el sitio sobre cumplimiento (ROC)	Cuestionario de Autoevaluación (SAQ) Y escaneo de red trimestral	Certificación del STEP para Establecimientos elegibles
Nivel 1/ 2.5 millones o más	Obligatorio	No corresponde	Opcional (reemplaza el ROC)
Nivel 2/ 50,000 a 2.5 millones	Opcional	SAQ obligatorio (a menos que envíe una evaluación en el sitio) escaneo obligatorio con ciertos tipos de SAQ	Opcional (reemplaza al SAQ y al escaneo de red o ROC)
Nivel 3/* 10,000 a 50,000	Opcional	SAQ opcional (obligatorio si lo exige American Express) escaneo obligatorio con ciertos tipos de SAQ	Opcional (reemplaza al SAQ y al escaneo de red o ROC)
Nivel 4/* 10,000 o menos	Opcional	SAQ opcional (obligatorio si lo exige American Express) escaneo obligatorio con ciertos tipos de SAQ	Opcional (reemplaza al SAQ y al escaneo de red o ROC)

* Para evitar cualquier duda, no es necesario que los establecimientos de Nivel 3 y Nivel 4 envíen la Documentación de Validación, a menos que lo solicite American Express, pero, de igual forma, deben cumplir con todas las demás disposiciones de estos Requisitos de Seguridad de Datos y estarán sujetos a responsabilidad en virtud de ellos.

American Express se reserva el derecho de verificar la exactitud y adecuación de la Documentación de Validación del PCI proporcionada según sea necesario, incluso contratando, a cargo de American Express, un QSA o PFI de nuestra elección.

Determine su Nivel de Establecimiento y la Documentación de Validación que debe enviar a American Express.

Documentación de Validación		
Evaluación Anual de Seguridad en el Sitio	Cuestionario de Autoevaluación Anual (SAQ)	Escaneos de Red Trimestrales
<p>La evaluación anual de seguridad en el sitio es un examen detallado en el sitio de sus equipos, sistemas y redes (y sus componentes) en los que se almacenen, procesen o transmitan Claves de Cifrado, Datos del Tarjetahabiente o Datos Confidenciales de Autenticación (o una combinación de estos). Debe ser realizado por:</p> <ul style="list-style-type: none"> • un QSA, o • usted, y atestiguada por su director ejecutivo, su director de finanzas, su director de seguridad de la información o su director general. <p>La evaluación anual de seguridad en el sitio debe enviarse anualmente a su Proveedor de Servicios al Comercio en el AOC aplicable. Para cumplir con las obligaciones de validación en virtud de esta política, la AOC debe respaldar su cumplimiento con todos los requisitos del PCI DSS y, si se solicita, incluir copias del informe completo sobre cumplimiento.</p>	<p>La autoevaluación anual un proceso en el que se utiliza el SAQ del PCI DSS, con el fin de hacer una autoevaluación de sus equipos, sistemas y redes (y sus componentes) en los que se almacenen, procesen o transmitan Claves de Cifrado, Datos del Tarjetahabiente o Datos de Autenticación Confidenciales (o una combinación de estos). Debe realizarla usted y estar certificada por su director ejecutivo, director financiero, director de seguridad de la información o director general. La sección de la AOC del SAQ se debe enviar de forma anual a su Proveedor de Servicios al Comercio. Para cumplir con las obligaciones de validación de esta política, la sección de la AOC del SAQ debe certificar su cumplimiento de todos los requisitos del PCI DSS y, si se solicita, incluir copias completas del SAQ.</p>	<p>El escaneo de red trimestral es un proceso que prueba de forma remota sus redes de computadoras conectadas a Internet y servidores web para detectar posibles debilidades y vulnerabilidades. Debe llevarse a cabo por un ASV. De forma trimestral, usted debe completar y enviar la AOSC del informe de escaneo del ASV o el resumen ejecutivo de los resultados del escaneo (y copias del escaneo completo, si así se le exige) a su Proveedor de Servicios al Comercio. La AOSC o el resumen ejecutivo deben certificar que los resultados cumplen con los procedimientos de escaneo del PCI DSS, que no existen problemas de alto riesgo y que el escaneo supera o satisface las normas de cumplimiento (todos los Establecimientos, excepto aquellos que también envían un Informe de Evaluación en el Sitio Sobre Cumplimiento y los Establecimientos elegibles para STEP). Con el objetivo de disipar dudas, los Escaneos de Red Trimestrales son obligatorios si así lo exige el SAQ aplicable.</p>

Visite pcisecuritystandards.org para:

- Listas de Asesores de Seguridad Calificados y Proveedores de Escaneo Aprobados (ASV)
- Cuestionarios de Autoevaluación (SAQ)
- Certificación de Cumplimiento (AOC) y Certificación de Cumplimiento de Escaneo (AOSC)

Medida 3: completar la Documentación de Validación que usted debe enviar a American Express

Los Establecimientos de Nivel 1, Nivel 2 y algunos de Nivel 3 y Nivel 4 deben enviar la Documentación de Validación marcada como “obligatoria” en la tabla de la Medida 2.

- La Documentación de Validación de los Establecimientos de Nivel 1 debe incluir la AOC del informe de la evaluación anual de seguridad en el sitio.
- La Documentación de Validación de los Establecimientos de Nivel 2 debe incluir la AOC del SAQ y la AOSC o los resúmenes ejecutivos de los escaneos de red trimestrales, tal como se

describe en la tabla anterior. Los Establecimientos de Nivel 2 pueden optar por enviar el AOC del informe anual de evaluación de seguridad en el sitio si así lo prefieren.

- No es necesario que los Establecimientos de Nivel 3 y los Establecimientos de Nivel 4 envíen la Documentación de Validación, a menos que American Express lo solicite (pero deben cumplir con todas las demás disposiciones de esta política y estarán sujetos a responsabilidad en virtud de ellas).
- Los establecimientos que cumplan con los requisitos de STEP podrán presentar la Certificación Anual de STEP en lugar de otra Documentación de Validación.

Medida 4: enviar la Documentación de Validación a American Express a través de su Proveedor de Servicios al Comercio

Todos los Establecimientos a los que se les requiera participar en el Programa de Cumplimiento de PCI de American Express deben enviar la Documentación de Validación marcada como "obligatoria" en las tablas de la Medida 2.

Debe enviar su Documentación de Validación a su Proveedor de Servicios al Comercio según se le exija. Si tiene preguntas generales sobre el programa o el proceso de envío de la Documentación de Validación, comuníquese con su Proveedor de Servicios al Comercio.

El cumplimiento y la validación se completan por su cuenta. Al enviar la Documentación de Validación a su Proveedor de Servicios al Comercio, usted declara y garantiza que está autorizado para divulgar la información incluida en dicha documentación a su Proveedor de Servicios al Comercio y American Express, además de que la proporciona sin infringir derechos de terceros.

8.7.2 Establecimientos que No Cumplen con el PCI DSS

Si no cumple con el estándar PCI DSS, deberá enviar uno de los siguientes documentos:

- Una Certificación de Cumplimiento (AOC) que incluya la "Parte 4, Plan de acción para el estado de incumplimiento"
- un Resumen de la Herramienta de Enfoque Priorizado de la PCI y Declaración de Cumplimiento (PASAOC)
- una Plantilla del Plan de Proyecto (disponible a través de su Proveedor de Servicios al Comercio)

Cada uno de los documentos anteriores debe establecer una fecha de remediación, que no puede exceder los doce (12) meses posteriores a la fecha en la que se completó el documento, con el fin de lograr el cumplimiento. Usted debe enviar los documentos correspondientes a su Proveedor de Servicios al Comercio. Debe proporcionarle a su Proveedor de Servicios al Comercio actualizaciones periódicas de su progreso hacia la corrección en virtud del "Plan de acción para el estado de incumplimiento".

Con el objetivo de disipar toda duda, los establecimientos que no cumplan con el PCI DSS no reúnen los requisitos para participar en el STEP.

8.7.3 Tarifas de no validación y rescisión del Contrato

American Express y su Proveedor de Servicios al Comercio tienen el derecho de aplicarle tarifas de no validación y rescindir el Contrato si usted no cumple con estos requisitos o no proporciona la Documentación de Validación obligatoria antes de la fecha límite correspondiente.

Su Proveedor de Servicios al Comercio le notificará su fecha límite por separado para cada período de presentación de los informes trimestrales y anuales.

Si no recibe su Documentación de Validación obligatoria de su parte, su Proveedor de Servicios al Comercio podrá ejercer el derecho de rescindir el Contrato, de conformidad con sus estipulaciones, además de aplicarle a usted tarifas de no validación.

8.7.4 Validación periódica de los establecimientos que cumplen los requisitos de STEP

Los Establecimientos que cumplen con el PCI DSS también pueden, a criterio de American Express, calificar para el programa STEP de American Express si implementan determinadas tecnologías de seguridad adicionales en sus entornos de procesamiento de Tarjetas.

Los Establecimientos pueden ser elegibles para participar en el STEP solo si no han tenido ningún Incidente de Datos durante los doce (12) meses anteriores y si el 75 % de sus transacciones con Tarjeta se realizan mediante los siguientes elementos:

- EMV: en un Dispositivo con Chip Activo que tenga una aprobación o certificación de EMVCo válida y vigente (www.emvco.com) y que sea capaz de procesar las Transacciones de Tarjetas con Chip Compatibles con la AEIPS, o
- Cifrado Punto a Punto (P2PE): comunicación con el procesador del Establecimiento mediante un sistema de Cifrado Punto a Punto aprobado por los PCI SSC o QSA.

Si su Establecimiento recibe la clasificación de cumplimiento de los requisitos de STEP, usted puede presentar una declaración del estado de su cumplimiento con los estándares PCI DSS en el formulario que está disponible a través de su Proveedor de Servicios al Comercio (*Certificación Anual de STEP*) en lugar de otra Documentación de Validación. Debe realizarla usted y estar certificada por su director ejecutivo, director financiero, director de seguridad de la información o director general. Debe completar el proceso enviando la Certificación STEP anualmente a su Proveedor de Servicios al Comercio (Consulte la [Sección 8.7. "Validación Periódica de los Sistemas de los Establecimientos"](#), Medida 3).

8.8 Reservado

8.9 Exención de Responsabilidad

AMERICAN EXPRESS RECHAZA CUALQUIER DECLARACIÓN, GARANTÍA O RESPONSABILIDAD RELACIONADA CON LOS REQUISITOS DE SEGURIDAD DE DATOS DEL PRESENTE DOCUMENTO, EL PCI DSS, LAS ESPECIFICACIONES DE EMV Y LA DESIGNACIÓN Y EL DESEMPEÑO DE LOS QSA, ASV O PFI (O CUALQUIERA DE ESTOS), SEA QUE SE HAYA HECHO DE FORMA EXPRESA, IMPLÍCITA, LEGAL O DE CUALQUIER OTRO MODO, INCLUIDA CUALQUIER GARANTÍA DE COMERCIABILIDAD O ADECUACIÓN PARA UN FIN ESPECÍFICO. Los emisores no son terceros beneficiarios de acuerdo con estos Requisitos de Seguridad de Datos.

Para obtener más información sobre los requisitos de Seguridad de Datos de American Express, visite www.americanexpress.com.mx/dsr.

Para obtener información sobre PCI Security Standards, LLC:

- Estándares de Seguridad de Datos de la PCI
- Cuestionario de Autoevaluación
- Lista de Asesores de Seguridad Calificados
- Lista de Proveedores de Escaneo Aprobados
- Lista de Investigadores Forenses de la PCI

www.pcisecuritystandards.org

Prevención de Fraude

- 9.1 Introducción
- 9.2 Proceso de las Transacciones
- 9.3 Estrategias para Impedir el Fraude
- 9.4 Políticas de Aceptación de Tarjeta
- 9.5 Características de Seguridad de la Tarjeta
- 9.6 Reconocer la Actividad Sospechosa
- 9.7 Características de Seguridad de una Tarjeta de Prepago
- 9.8 Reconocer la Actividad Sospechosa en las Tarjetas de Prepago
- 9.9 Características de Seguridad de los Cheques de Viajero y los Cheques de Regalo
- 9.10 Herramientas de Mitigación del Fraude



9.1 Introducción

Usted trabaja duro para proteger los intereses de su negocio y a los Tarjetahabientes. Lamentablemente, el uso fraudulento de la Tarjeta puede vencer sus mayores esfuerzos. Cada año, se pierden millones de dólares debido a este tipo de fraude.

American Express ofrece un conjunto completo de herramientas y programas que lo pueden ayudar a mitigar los riesgos de fraude en las Tarjetas American Express y a reducir este costo para su negocio.

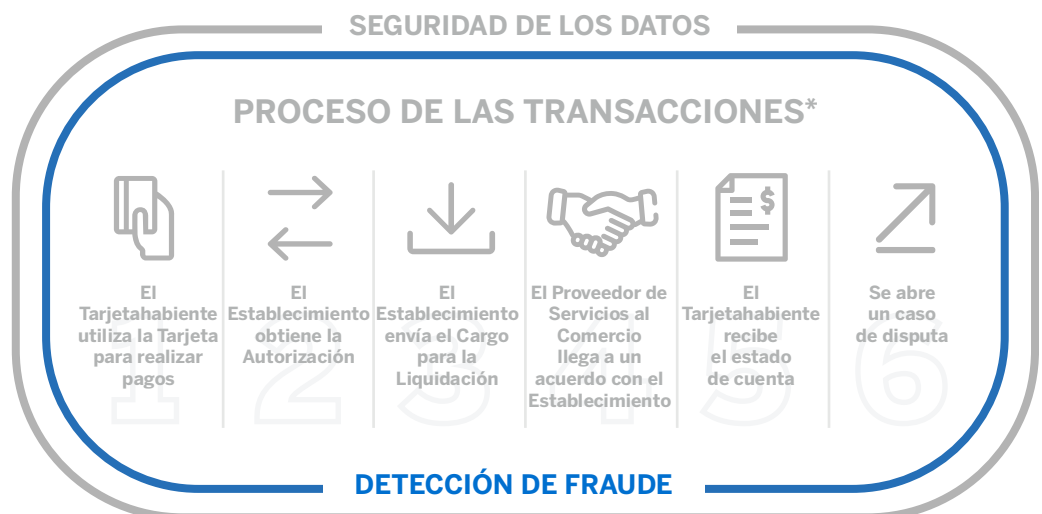
Es posible que algunos Establecimientos no cumplan con los requisitos para participar en el conjunto completo de herramientas de fraude y en los programas de cambios en la responsabilidad por fraude que se ofrecen. Además, American Express puede, a nuestro criterio, suspender o cancelar de manera inmediata el uso de una herramienta de fraude o la participación en cualquier programa de cambios en la responsabilidad por fraude y American Express puede suspender o cancelar cualquier herramienta de fraude o programa de cambios en la responsabilidad por fraude en cualquier momento.

Este capítulo de la *Guía Operativa del Comercio* brinda consejos para la mitigación del fraude en Transacciones con la Tarjeta Presente y Sin la Tarjeta Presente. Comuníquese con su Proveedor de Servicios al Comercio para obtener información relacionada con herramientas y recursos de mitigación de fraude que usted podría usar.

9.2 Proceso de las Transacciones

Nuestra estrategia principal para combatir el uso fraudulento de Tarjetas es abordarlo en el punto de Autorización. Para lograr esto, trabajamos con los Establecimientos y sus Proveedores de Servicios al Comercio para implementar las mejores prácticas y herramientas de mitigación del fraude.

Si bien el fraude generalmente se considera un acto engañoso en el punto de venta, la detección puede ocurrir durante cualquier etapa del proceso de las Transacciones. Por esta razón, la “detección de fraude”, como se muestra en el siguiente gráfico, se aplica a todos los procesos de las Transacciones.



* El presente gráfico es solo para fines ilustrativos y no debe interpretarse como una limitación o renuncia de los derechos de American Express con respecto a la información del Tarjetahabiente u otra información.

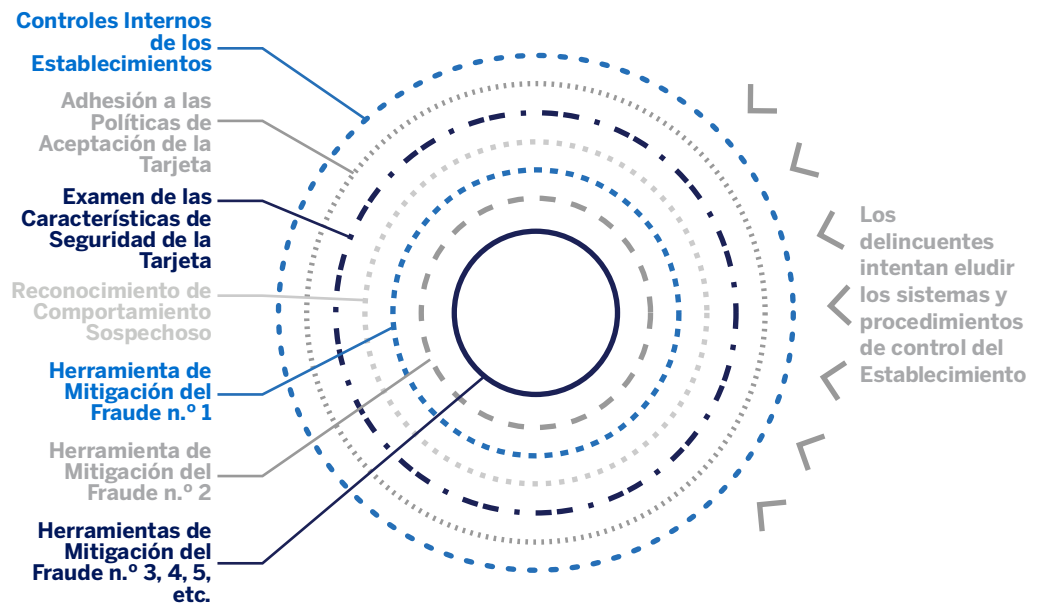
9.3 Estrategias para Impedir el Fraude

Se recomienda implementar varias capas de protección contra el fraude para ayudar a proteger su negocio. Estas capas pueden incluir una combinación de procedimientos y controles de su punto de venta, además de la implementación de herramientas de mitigación del fraude.

Capas de Protección

La primera capa de mitigación del fraude consiste en el cumplimiento de las políticas y los procedimientos de aceptación de la Tarjeta, tal como se resume en el [Capítulo 4. "Procesamiento de las Transacciones"](#). Otras estrategias de mitigación del fraude que usted elija implementar pueden incluir una combinación de:

- reconocimiento de comportamientos o circunstancias sospechosos que podrían indicar actividad fraudulenta
- implementación de herramientas de mitigación del fraude que aprovechen los controles de riesgo de American Express para identificar actividad fraudulenta
- modelos de riesgo o controles adicionales que puede desarrollar internamente o que puede obtener externamente por parte de terceros



American Express está comprometido a trabajar con su Proveedor de Servicios al Comercio para implementar herramientas que pueden ayudar a reducir la probabilidad de se aprueben Cargos fraudulentos. Sin embargo, la implementación y el uso de las estrategias y las herramientas que se detallan en esta sección no garantizan que (i) la persona que realiza el Cargo sea el Tarjetahabiente, (ii) el Cargo sea válido ni de buena fe, (iii) recibirá un pago por el Cargo, ni que (iv) quedará exento de Contracargos.

El siguiente ejemplo compara los datos que se obtienen durante un Cargo Sin Tarjeta Presente estándar (izquierda) con la cantidad de datos que pueden obtenerse cuando se implementan herramientas de mitigación del fraude (derecha).

DATOS CAPTURADOS

Cargo Sin Tarjeta Presente: Estándar	Cargo Sin Tarjeta Presente: Nuestro conjunto de mitigación de fraude utilizado
<p>Tarjeta: 37XXXXXXXXXX2009 Monto: USD \$257 Establecimiento: Establecimiento en Internet XXXXXXXXX01</p>	<p>Tarjeta: 37XXXXXXXXXX2009 Nombre: C.F. Frost Monto: USD \$257 Establecimiento: Establecimiento en Internet XXXXXXXXX01 Número CID: XXXX AAV: 2213 E Main Nombre AAV: C.F. Frost Teléfono AAV: 814-880-1234 Correo electrónico: cffrost@ispprovider.net Dirección IP: 122.22.15.18 Nombre de Host: PHX.QW.AOL.COM Dirección de envío: Granjas Esmeralda, 252 Iztapalapa, Mexico DF 09810 Teléfono de envío: 415.555.5555 País de envío: Mexico</p>

9.4 Políticas de Aceptación de Tarjeta

Un elemento fundamental de su estrategia global de mitigación del fraude es el cumplimiento de las instrucciones operativas de su Proveedor de Servicios al Comercio, que incluyen nuestros procedimientos de aceptación de la tarjeta tal como se define en el [Capítulo 4, "Procesamiento de las Transacciones"](#). Estos procedimientos también pueden actuar como su primera línea de defensa contra posibles fraudes. Las capas adicionales de mitigación del fraude mencionadas anteriormente pueden complementar esta línea de defensa.

9.5 Características de Seguridad de la Tarjeta

En muchos casos, la apariencia física de la Tarjeta mostrará los indicios más obvios de actividad fraudulenta.

Las características de seguridad de la Tarjeta American Express se diseñaron para ayudar a determinar si una Tarjeta es auténtica o no. Asegúrese de que todo el personal conozca nuestras características de seguridad de la Tarjeta para que puedan identificar las Tarjetas potencialmente en riesgo.

La siguiente imagen es un ejemplo de solo una Tarjeta American Express, ya que se ofrecen distintos tipos de Tarjetas. Estos son algunos de los elementos a los que debe prestar atención:



1. Los números CID preimpresos suelen aparecer arriba del Número de Tarjeta, en el borde derecho o izquierdo de la Tarjeta.
2. Todos los Números de las Tarjetas American Express comienzan con "37" o "34". El Número de Tarjeta aparece estampado en el frente de la tarjeta. El relieve debe ser claro y uniforme en tamaño y espaciado. Algunas Tarjetas también tienen el Número de Tarjeta impreso en el reverso de la Tarjeta, en el cuadro de la firma. Estos números, además de los últimos cuatro dígitos impresos en el Registro de Cargos, deben coincidir.
3. No acepte ninguna Tarjeta que no se encuentre dentro de las Fechas Válidas.

Más Información

El Número CID de cuatro dígitos se encuentra en el anverso de la Tarjeta, mientras que el CSC de tres dígitos se encuentra en el reverso de la Tarjeta. Estos códigos se consideran características de seguridad de la Tarjeta y pueden validar que la Tarjeta está presente para un Cargo. Usted debe preguntar a sus clientes el Número CID de cuatro dígitos.

4. Solo la persona cuyo nombre aparece en la Tarjeta American Express tiene derecho a utilizarla. Las Tarjetas no son transferibles.
5. Algunas Tarjetas contienen una imagen holográfica en el anverso o en el reverso para determinar su autenticidad. No todas las Tarjetas American Express tienen una imagen holográfica.
6. Algunas Tarjetas tienen un Chip en el que se almacenan datos y que se usan para realizar un Cargo.
7. La firma en el reverso de la Tarjeta debe coincidir con la firma del Tarjetahabiente en el Registro de Cargos y debe ser el mismo nombre que aparece en el frente de la Tarjeta. El panel de la firma no debe ser cubierto con cinta, mutilado, borrado o pintado. Algunas Tarjetas también tienen un número de Código de Seguridad de la Tarjeta (CSC) de tres dígitos impreso en el cuadro de firma.

Nota: Las características de seguridad de las Tarjetas de Prepago y los Cheques de Viajeros se enumeran en la [Sección 9.7, "Características de Seguridad de una Tarjeta de Prepago"](#) y la [Sección 9.9, "Características de Seguridad de los Cheques de Viajero y los Cheques de Regalo"](#).

9.5.1 Características de Seguridad de una Tarjeta en Riesgo

En este ejemplo de una Tarjeta manipulada, el cuadro de firma se pintó de blanco debajo de la firma. Además, se borró el Número de la Tarjeta del cuadro en el reverso.



No acepte una Tarjeta con las siguientes características:

Banda Magnética Manipulada

- Se manipuló o destruyó la Banda Magnética.
- El Número de la Tarjeta en el anverso de la Tarjeta no coincide con el número impreso en el reverso (si está impreso) ni con los últimos cuatro dígitos impresos en el Registro de Cargos (o ambos).

Anverso de la Tarjeta Manipulado

- El Número de la Tarjeta o el nombre del Tarjetahabiente en el anverso de la Tarjeta aparecen fuera de línea, inclinados, o el espaciado no es uniforme.
- La tinta sobre el Número de Tarjeta o el nombre del Tarjetahabiente estampado se encuentra borroneada o desigual.
- El Número de la Tarjeta o el nombre del Tarjetahabiente no se encuentran impresos con el mismo tipo de letra de American Express.

Reverso de la Tarjeta Manipulado

- El Número de Tarjeta impreso en el reverso de la Tarjeta (si está impreso) difiere del Número de Tarjeta que se encuentra en el anverso.
- El Número de Tarjeta en el reverso de la Tarjeta (si está impreso) se desprendió o se tapó.
- Se pintó o se escribió sobre el cuadro de firma, o se borró.

Aspecto de la Tarjeta Manipulado

- Hay "indicios" de estampados o impresiones previas debajo del Número de Tarjeta y el nombre del Tarjetahabiente actual.

- Una parte de la superficie parece opaca en comparación con el resto de la tarjeta. Las tarjetas American Express válidas tienen un acabado brillante.
- La Tarjeta tiene una superficie abultada o se encuentra doblada en los bordes.
- Sospecha que alguna de las características de seguridad de la Tarjeta se manipuló.
- La tarjeta muestra una manipulación física de cualquier tipo.

Si sospecha de un mal uso de la Tarjeta, siga sus políticas internas de su tienda y, si corresponde, llame a su Proveedor de Servicios al Comercio y mencione que tiene un problema del Código 10. **Nunca se ponga a usted mismo ni a sus empleados en una situación peligrosa, ni detenga físicamente ni lesione a quien esté en posesión de la Tarjeta.**

A menudo, puede observar con detenimiento las Tarjetas para determinar si sufrieron manipulaciones o falsificaciones. Como otra capa en su programa interno de prevención del fraude, aprenda a identificar una Tarjeta potencialmente manipulada, y enseñe a todo su personal a hacerlo.

9.6 Reconocer la Actividad Sospechosa

Ningún factor por sí solo es indicativo de riesgo; sin embargo, cuando una combinación de factores está presente durante una transacción, es necesario examinar más en detalle. Si tiene dudas sobre actividad sospechosa llame e indique que tiene un problema del Código 10.

Examinar con diligencia los comportamientos y las circunstancias puede ayudar a evitar que sea una víctima del fraude.

Para ser un Establecimiento prudente, siempre debe estar atento a las circunstancias que podrían indicar un plan fraudulento o comportamientos sospechosos que podrían identificar a un cliente fraudulento.

Comportamiento Sospechoso

Puede darse una situación sospechosa que lo lleve a cuestionar la autenticidad de la Tarjeta o la legitimidad de la persona que la presenta. Los comportamientos de forma individual podría no indicar ningún riesgo. Sin embargo, cuando los clientes muestran más de uno de los siguientes comportamientos, el factor de riesgo puede aumentar:

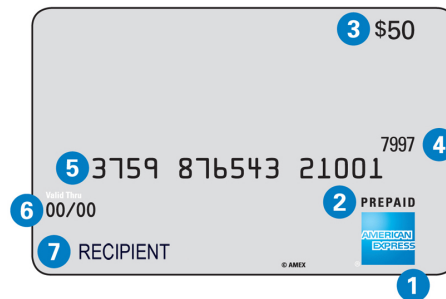
- transacciones en dólares por montos más altos que lo habitual,
- pedidos que contengan muchas unidades del mismo artículo,
- pedidos enviados a una dirección distinta a la dirección de facturación,
- pedidos realizados con dominios de correo electrónico anónimos/gratis,
- pedidos enviados a direcciones postales o países en los que tiene antecedentes de reclamos por fraude,
- pedidos de un producto "de moda" (es decir, productos muy deseados destinados a la reventa),
- clientes que compran por primera vez,
- clientes que compran grandes cantidades de productos con un precio alto, sin importar el color, el tamaño, la característica del producto ni el precio,
- clientes que llegan justo antes de la hora de cierre y compran una gran cantidad de productos,
- clientes que quieren que el pedido se les envíe de inmediato o durante la noche,
- clientes con antecedentes de Cargos en Disputa,
- clientes groseros o con una actitud abusiva hacia usted, con intención de apresurarle o distraerle,
- clientes que suelen ir a su Negocio para realizar compras pequeñas en efectivo, y que después vuelven para realizar compras adicionales de artículos caros con una Tarjeta.

Si sospecha de un mal uso de la tarjeta, siga las políticas internas de su tienda y llame de inmediato a su Proveedor de Servicios al Comercio y mencione que tiene un problema del Código 10. **Nunca se ponga a usted mismo ni a sus empleados en una situación peligrosa, ni detenga físicamente ni lesione a quien esté en posesión de la Tarjeta.**

9.7 Características de Seguridad de una Tarjeta de Prepago

Usted tiene la responsabilidad de seguir todos nuestros procedimientos de aceptación de la Tarjeta de Prepago descritos en la [Sección 4.19, "Procesamiento de Tarjetas de Prepago"](#). Aunque existen varias Tarjetas de Prepago diferentes, todas tienen algunas características similares, a excepción de lo siguiente:

- Las Tarjetas de Prepago pueden estar estampadas o no,
- Las siguientes características pueden aparecer en el anverso o en el reverso de la Tarjeta (o una combinación de ambos):



1. El logotipo de American Express generalmente aparece en la esquina inferior derecha.
2. Las palabras PREPAID o INCENTIVE generalmente se muestran encima del logotipo de American Express.
3. Las Tarjetas precargadas con fondos pueden mostrar el monto en dólares o la cantidad total de puntos (las Tarjetas recargables en general no muestran un número).
4. El Número CID generalmente aparecerá por encima del Número de la Tarjeta o del logotipo.
5. El Número de la Tarjeta aparece en la Tarjeta.
6. La Fecha Válida o la Fecha de Vencimiento aparecen en la Tarjeta.
7. El nombre del destinatario o el de la empresa pueden aparecer en la Tarjeta; de lo contrario, un genérico de "Destinatario" o "Viajero" pueden aparecer, o esta sección podría estar en blanco.

9.8 Reconocer la Actividad Sospechosa en las Tarjetas de Prepago

American Express le recomienda que siga los procedimientos descritos en la [Sección 9.6, "Reconocer la Actividad Sospechosa"](#) anterior, además de prestar atención a los siguientes comportamientos sospechosos relacionados específicamente con las Tarjetas de Prepago:

- A menudo, el cliente compra productos y después los devuelve a cambio de efectivo. (Para evitar ser víctima de este plan, usted debe seguir los procedimientos internos de su tienda cuando no se puede emitir un Crédito para la Tarjeta que se usó para la compra original.)
- El cliente utiliza Tarjetas de Prepago para comprar otras Tarjetas de Prepago.
- El cliente utiliza una gran cantidad de Tarjetas de Prepago para realizar compras.

9.9 Características de Seguridad de los Cheques de Viajero y los Cheques de Regalo

Ofrecemos una variedad de soluciones de verificación de cheques para ayudarlo a evitar la aceptación de productos con cheque fraudulentos. Para obtener más detalles sobre las soluciones de Autorización, contáctenos por correo electrónico a tconlineAuthorizations@aexp.com.

A pesar de que los Cheques de Viajero y de Regalo de American Express son más convenientes y seguros, los cheques falsificados circulan por todo el mundo. Usted debe verificar todos los cheques que se presenten en su Negocio y comunicarse con el Servicio de Atención al Cliente de Cheques de Viajero y de Regalo si tiene preguntas o sospechas.

Una de las pruebas más fáciles y efectivas para determinar la autenticidad es la prueba de la mancha:

1. Dé vuelta el cheque (del lado que no contiene la firma).
2. Localice el valor del cheque en el lado derecho. Pase un dedo húmedo sobre el valor. La tinta no debería correrse.
3. Pase un dedo húmedo sobre el valor que se encuentra en el lado izquierdo del cheque. La tinta debería correrse.

A continuación se muestra un ejemplo de una prueba de mancha:



Para conocer los procedimientos de aceptación de los Cheques de Viajero y de Regalo, consulte la [Sección 4.20, "Procesamiento de Cheques de Viajero y de Regalo"](#). American Express también le recomienda que siga los procedimientos descritos en la precedente [Sección 9.6, "Reconocer la Actividad Sospechosa"](#) para asistirlo en la mitigación del fraude.

Como otra capa de protección, existe una serie de características de seguridad propias de los Cheques de Viajero y de Regalo de American Express. A continuación se enumeran algunas características de seguridad que lo ayudarán a reconocer un Cheque auténtico:

Figura del Centurión

Marca de agua



Hilo de seguridad

Lámina holográfica

9.10 Herramientas de Mitigación del Fraude

Existen herramientas de mitigación del fraude para Transacciones con Tarjeta Presente y con Tarjeta No Presente para ayudar a verificar que un Cargo es válido. Estas herramientas lo ayudan a mitigar el riesgo de fraude en el punto de venta, pero no garantizan que (i) la persona que realiza el Cargo sea el Tarjetahabiente, (ii) el Cargo sea válido ni de buena fe, (iii) recibirá un pago por el Cargo, ni que (iv) quedará exento de Contracargos.

Para un uso óptimo de las herramientas, es esencial que:

- cumpla con las secciones aplicables de las *Especificaciones Técnicas* (consulte la [Sección 2.5, “Cumplimiento de las Especificaciones Técnicas”](#)), y
- brinde datos de alta calidad en la solicitud de Autorización.

American Express ofrece estrategias y herramientas para prevenir el fraude. Para obtener más información acerca de lo que usted y su negocio pueden hacer, revise las herramientas enumeradas a continuación y comuníquese con su Proveedor de Servicios al Comercio para determinar qué herramientas son compatibles.

9.10.1 Herramientas para el Fraude con Tarjeta No Presente

	Herramienta de Verificación de Identificación de Tarjeta (CID)	Verificación Automatizada de Nombre y Dirección	Verificación de Correo Electrónico	Verificación de Número de Teléfono de Facturación	Autorización Mejorada
Descripción	<p>Solicitar el número CID de cuatro dígitos impreso en la Tarjeta al Tarjetahabiente y enviarlo con la solicitud de Autorización al Emisor.</p> <p>El Emisor compara el número CID que le brindó con el que figura en los archivos de la Tarjeta y, basándose en la comparación, le devuelve un código de coincidencia.</p>	<p>Solicitar información de nombre y dirección del Tarjetahabiente en el punto de venta, y proporcionar esta información de forma electrónica durante la Autorización, a través de su terminal POS.</p> <p>El Emisor compara la información del nombre y dirección que brindó con los registros de facturación del Tarjetahabiente y brinda un código de respuesta que indicará una coincidencia completa, parcial o nula.</p>	<p>Solicitar la dirección de correo electrónico del Cliente en el punto de venta, y proporcionar esta información de forma electrónica durante la Autorización.</p> <p>El Emisor compara la dirección de correo electrónico que usted brindó con las direcciones de correo electrónico en los archivos de American Express y devuelve un resultado de coincidencia.</p>	<p>Solicitar el número de teléfono de facturación del Cliente en el punto de venta, y proporcionar esta información de forma electrónica durante la Autorización.</p> <p>El Emisor compara el número de teléfono que brindó con el número de teléfono de facturación del Tarjetahabiente y devuelve un resultado de coincidencia.</p>	<p>Brinda elementos de datos adicionales en las solicitudes de Autorización que describen la transacción y permiten una decisión de Autorización más informada.</p>

	Herramienta de Verificación de Identificación de Tarjeta (CID)	Verificación Automatizada de Nombre y Dirección	Verificación de Correo Electrónico	Verificación de Número de Teléfono de Facturación	Autorización Mejorada
Finalidad	Ayuda a garantizar que la persona que hace el pedido tiene en realidad la Tarjeta en su posesión y no está usando un Número de Tarjeta robado.	Ayuda al Emisor a evaluar la identidad del Tarjetahabiente comparando la información que el Tarjetahabiente brindó en el punto de venta con la información de facturación del Tarjetahabiente que no figura en la Tarjeta.	La Verificación de la Dirección de Correo Electrónico ayuda a evaluar la identidad del Tarjetahabiente comparando la información que el cliente brindó durante el proceso de pago con la información del Tarjetahabiente que no figura en la Tarjeta.	La Verificación del Número de Teléfono de Facturación ayuda a evaluar la identidad del Tarjetahabiente comparando la información que el cliente brindó durante el proceso de pago con la información del Tarjetahabiente que no figura en la Tarjeta.	Ayuda a mitigar el fraude antes de que se autorice una Transacción mediante un análisis de los elementos de datos clave que se envían con las solicitudes de Autorización. Los elementos de datos incluyen la dirección de envío, el origen de la transacción y los detalles del pasaje de la aerolínea.
Cómo Implementarlas	Comuníquese con su Proveedor de Servicios al Comercio	Comuníquese con su Proveedor de Servicios al Comercio	Comuníquese con su Proveedor de Servicios al Comercio	Comuníquese con su Proveedor de Servicios al Comercio	Comuníquese con su Proveedor de Servicios al Comercio

9.10.2 Herramientas para el Fraude con Tarjeta Presente

	Herramienta de Verificación de Identificación de Tarjeta (CID)	Línea 1	Chip	ID de Terminal	Código 10
Descripción	<p>Solicitar el número CID de cuatro dígitos impreso en la Tarjeta al Tarjetahabiente y enviarlo con la solicitud de Autorización al Emisor.</p> <p>El Emisor compara el número CID que le brindó con el que figura en los archivos de la Tarjeta y, basándose en la comparación, le devuelve un código de coincidencia.</p>	<p>El terminal POS recopila los datos codificados en la Línea 1 de la Banda Magnética y los envía al Emisor con la solicitud de Autorización.</p> <p>El Emisor compara la información de la línea con la información de los archivos y envía su decisión de aprobación.</p>	<p>La tecnología de Chip consiste en el uso de un microchip integrado en la tarjeta para cifrar la información. De este modo, es más difícil que los usuarios no autorizados copien o accedan a los datos. Solo se puede acceder a los datos cuando la Tarjeta se inserta en un terminal para chip.</p>	<p>Obtiene un identificador numérico asignado de forma exclusiva a cada dispositivo POS y lo envía al Emisor con cada solicitud de Autorización.</p>	<p>Una frase especial que utiliza para indicar a su Proveedor de Servicios al Comercio que tiene sospechas en relación con el Tarjetahabiente, la Tarjeta, el CID o las circunstancias de la venta.</p>
Finalidad	<p>Ayuda a asegurar que la persona que realiza la compra no esté utilizando una Tarjeta alterada o duplicada.</p>	<p>Puede señalar la manipulación y alteración de la Banda Magnética de la Tarjeta.</p>	<p>Proporciona una protección mejorada contra el fraude por pérdida, robo o tarjetas falsificadas.</p>	<p>Ayuda a detectar patrones de alto riesgo de un dispositivo POS en particular.</p>	<p>Permite que su Proveedor de Servicios al Comercio hable con un Autorizador de American Express sobre una transacción de tarjeta presente que ellos evalúan como de alto riesgo.</p>
Cómo Implementarlas	<p>Comuníquese con su Proveedor de Servicios al Comercio</p>	<p>Comuníquese con su Proveedor de Servicios al Comercio</p>	<p>Comuníquese con su Proveedor de Servicios al Comercio</p>	<p>Comuníquese con su Proveedor de Servicios al Comercio</p>	<p>Si sospecha de un mal uso de la Tarjeta, siga sus políticas internas de su tienda y, si corresponde, llame a su Proveedor de Servicios al Comercio y mencione que tiene un problema del Código 10. Solo recoja una Tarjeta si así se lo indica su Proveedor de Servicios al Comercio o el Emisor. Nunca ponga a sus empleados ni se ponga usted en situaciones peligrosas.</p>

Evaluación del riesgo

- 10.1 Introducción
- 10.2 Establecimientos Prohibidos
- 10.3 Supervisión

10

10.1 Introducción

Como Establecimiento, usted comprende el arduo trabajo y la dedicación que se requiere para mantener un negocio en marcha. En American Express, también nos esforzamos por mantener nuestro negocio y nuestra reputación como una empresa de pagos y redes de clase mundial. Una de las pautas de nuestro proceso es evaluar a los Establecimientos para asegurarnos de que cumplan con nuestras políticas y procedimientos, además de evaluar los riesgos potenciales para nuestro negocio.

10.2 Establecimientos Prohibidos

Algunos Establecimientos no cumplen los requisitos (o podrían dejar de cumplirlos) para aceptar la Tarjeta. American Express puede rescindir la aceptación de la Tarjeta (incluida la rescisión inmediata sin previo aviso) si determinamos o tenemos motivos para creer, a nuestro exclusivo criterio, que se determina que usted cumple con cualquiera de los siguientes criterios:

- Su participación como Establecimiento en nuestra Red o su aceptación de las Tarjetas (o ambas) podría generar nuestro incumplimiento de las Leyes Aplicables, los reglamentos o las normas.
- No tiene una dirección física verificable y solo nos podemos comunicar con usted por teléfono.
- Usted o cualquiera de sus Establecimientos está involucrado (o participa o participó a sabiendas) en actividades fraudulentas o ilegales.
- Usted o cualquiera de sus Establecimientos está identificado como un patrocinador del terrorismo internacional, como una jurisdicción requiere medidas especiales, debido a problemas relacionados con el lavado de dinero, o como que no coopera con los principios o procedimientos internacionales contra el lavado de dinero.

Además, American Express podrá poner fin a la aceptación de las tarjetas emitidas por usted o cualquiera de sus negocios si:

- Figura en la Lista de Ciudadanos Especialmente Designados y Personas Bloqueadas de la Oficina de Control de Bienes Extranjeros (OFAC) del Departamento del Tesoro de EE. UU. (disponible en www.treas.gov/ofac).
- Figura en la Lista de Exclusión de Terroristas del Departamento de Estado de EE. UU. (disponible en www.state.gov).
- Se encuentra ubicado en una jurisdicción que el Departamento de Estado de EE. UU. identificó como patrocinadora del terrorismo internacional, o que el Secretario del Tesoro de EE. UU. clasificó como una jurisdicción que requiere medidas especiales, debido a problemas relacionados con el lavado de dinero, o como no cooperativa con los principios o procedimientos internacionales contra el lavado de dinero por un grupo intergubernamental u organización de la cual México es miembro.
- Su dirección física verificable no se encuentra en México.
- Usted o cualquiera de sus Establecimientos están incluidos en alguna de las siguientes categorías y/o aceptan transacciones en virtud de las actividades prohibidas que se muestran en la siguiente tabla:

Categoría prohibida	Descripción	MCC
Aerolíneas y transporte aéreo (inclusive las aerolíneas chárter)	Todos los establecimientos de aerolíneas y de transporte aéreo, inclusive las aerolíneas chárter.	3000-3300; 4511

Categoría prohibida	Descripción	MCC
Fianza/garantía material	Un suma de dinero pagada por un acusado en una causa judicial para salir de la cárcel bajo la condición de presentarse a comparecencia ante el tribunal. Esto no incluye la cuota de la garantía material (MCC 9223).	—
Servicios de quiebra	Una compañía o agencia que está en el negocio de recuperar dinero adeudado en cuentas morosas o de apoyar el proceso de quiebra.	—
Lingotes	Metal a granel en barras o lingotes. Los ejemplos incluyen: <ul style="list-style-type: none"> • Lingotes de oro, plata, platino, paladio • Barras de oro, plata, platino, paladio • Metales preciosos 	—
Agencias de alquiler de automóviles	Agencias de alquiler de automóviles de renombre (por ejemplo, Avis, Budget, Hertz).	3351-3441
Efectivo en el Punto de Venta/ Efectivo en Tarjeta	Transacciones similares al efectivo de instituciones financieras y no financieras.	6010 6011 6051
Cambio de cheques o garantías	Una empresa que proporciona a los clientes una manera de convertir un cheque en efectivo sin tener que depender de una cuenta bancaria.	—
Pornografía infantil	Una persona o entidad que proporciona o está asociada con la descripción visual de un menor de edad implicado en conductas obscenas o sexualmente explícitas, ya sea realizada o producida por medios electrónicos, mecánicos o de otro tipo.	—
Agencias de cobranzas	Una empresa que los prestamistas utilizan para recuperar fondos que están vencidos.	7322

Categoría prohibida	Descripción	MCC
Arrendamiento comercial	Una empresa que transfiere el título de terrenos, bienes raíces, equipos u otras propiedades a terceros durante un tiempo especificado a cambio de un pago periódico regular. Los ejemplos incluyen bienes raíces comerciales y vehículos comerciales, como camiones y embarcaciones. Esto <u>no</u> incluye Agentes inmobiliarios y administradores residenciales - Alquileres (MCC 6513).	—
Financiamiento de crédito	Un establecimiento que proporciona financiamiento a los clientes, generando ingresos sobre ese financiamiento a través de honorarios e/o intereses.	6010 6011 6012 6051
Restauración de crédito	Un servicio que tiene como objetivo mejorar las calificaciones crediticias mediante la exclusión de errores y reclamaciones obsoletas con las Agencias de información crediticia.	—
Reembolso de deuda (vencida o en incumplimiento)	Una empresa que cobra el pago de la deuda vencida.	7322
Ventas puerta a puerta	Persona no solicitada (que puede ir de puerta a puerta) y que vende bienes y/o servicios con pago inmediato esperado.	5963
Servicios de acompañamiento	Una empresa, agencia o persona que, por una cuota, proporciona u ofrece proporcionar un acompañante.	—
Servicios de cambio de moneda	Una empresa o institución financiera que tiene el derecho legal de cambiar una divisa por otra.	6051

Categoría prohibida	Descripción	MCC
Juegos de azar	<p>La apuesta de dinero o de algo de valor en un evento con un resultado incierto, con el objetivo principal de ganar dinero o bienes materiales. Los ejemplos incluyen:</p> <ul style="list-style-type: none"> • Apuestas reguladas (dinero real), incluyendo casino, póker, apuestas deportivas, boletos de lotería • Apuestas de depósito anticipado, incluyendo carreras de caballos/perros • Equipos deportivos virtuales • Juegos de pagar para jugar, basados en la habilidad, que otorgan premios monetarios • Juegos de azar que no sean gratuitos para ingresar y otorgan premios monetarios • Loterías gubernamentales y otras loterías • Fichas de juegos de azar • Créditos de juegos de azar 	<p>7800 7801 7802 7995</p>
Inversiones	<p>Una compra realizada con fines especulativos o con la intención de obtener ganancias o revalorización en el futuro. Los ejemplos incluyen, entre otros, valores (acciones, bonos, materias primas, y fondos mutuos) vino con fecha de entrega que excede en un (1) año desde el momento de la compra, y la inversión en futuros financieros.</p>	—
Interventores con licencia	<p>Un intermediario profesional dedicado a procedimientos de insolvencia.</p>	—
Hospedaje: hoteles, moteles y resorts (incluidos los servicios centrales de reserva de "renombré")	<p>Establecimientos de hospedaje de lodging establishments (e.g., renombré (por ejemplo, Best Western, Hilton, Marriott).</p>	3501-3999
Negocios relacionados con la marihuana	<p>Cualquier persona o entidad que fabrica, procesa, distribuye o surte marihuana o productos secundarios o derivados de la marihuana, ya sea para fines recreativos o medicinales, ya sea que esté o no sujeta a un régimen de licencia gubernamental.</p>	—

Categoría prohibida	Descripción	MCC
Mercados	Un comercio que reúne a los consumidores y tiendas minoristas que venden una variedad de mercancía o servicios bajo diferentes categorías de industrias, en una sola plataforma de comercio en línea, bajo una sola marca que se utiliza para identificarse a los consumidores.	5262
Pago de hipotecas	Un pago que incluye el capital y el interés pagado por el prestatario al prestamista de un préstamo hipotecario.	6012 6051
Venta piramidal/de marketing multinivel (también se le denomina marketing directo: ventas por teléfono entrantes/salientes)	Un sistema de ventas en el que se utilizan una o más de las siguientes prácticas: <ul style="list-style-type: none"> • Los participantes pagan dinero por el derecho de recibir compensación por reclutar nuevos participantes. • Un participante está obligado a comprar una cantidad específica de productos, a un precio distinto del costo, con el propósito de publicitarlos antes de que el participante tenga permitido unirse al plan o avanzar dentro del plan. • Se les venden deliberadamente a los participantes cantidades excesivas del producto o productos (a esta práctica también se la conoce como carga de inventario). • Los participantes no tienen permitido devolver productos en términos comerciales razonables. 	5966 5967
Entretenimiento en línea para adultos	Una empresa o entidad que proporciona contenido digital para adultos en Internet.	—
Prestamistas	Una compañía que presta dinero a los clientes con tasas de interés altas sobre el acuerdo de que el préstamo se pagará cuando el prestatario reciba su próximo pago.	—

Categoría prohibida	Descripción	MCC
Pagos de persona a persona	Un servicio que permite a los clientes transferir fondos desde su cuenta bancaria o tarjeta de crédito a la cuenta de otra persona a través de Internet o dispositivo móvil.	6538
Servicios postales: solo del gobierno	Oficinas postales del gobierno que ofrecen una variedad de servicios como aceptar y procesar paquetes y correo para su entrega y vender sellos postales.	9402
Prostitución	Una persona o empresa que proporciona servicios sexuales a cambio de un pago.	—
Pagos iniciales de bienes raíces	Un pago inicial cuando la propiedad inmobiliaria se compra a crédito.	6012 6051
Navieras y líneas de cruceros (incluidas las tiendas de cruceros a bordo)	Establecimientos de navieras y líneas de cruceros.	4411
Venta por teléfono de productos relacionados con viajes	Una empresa que vende por teléfono productos o servicios relacionados con viajes u otros acuerdos de viaje.	5962
Tiempo compartido	Venta de propiedad parcial de un inmueble para su uso como casa de vacaciones, según la cual un Tarjetahabiente puede comprar los derechos para usar la propiedad durante el mismo período fijo anual.	7012
Billetera de recarga	Funcionalidad que proporciona una instalación digital de valor almacenado (SVDF), una función que permite cargar fondos a una billetera digital para pagos posteriores, incluidos compras de mercancía y servicios, en receptores de uno o varios pagos. También se prohíbe el uso de la Tarjeta para financiar compras realizadas con una credencial de pago proporcionada por otras redes de tarjetas de uso general. Esta restricción <u>no</u> aplica a financiar la compra y carga de la Tarjeta Prepago.	—

Categoría prohibida	Descripción	MCC
Moneda virtual o criptomoneda	Dinero digital no autorizado ni adoptado por un gobierno. Emitido y controlado por sus desarrolladores y utilizado y aceptado entre los miembros de una comunidad virtual específica.	6051
Transferencias electrónicas en persona (no en línea)	Una empresa que se especializa en el envío de dinero de una localidad a otra.	4829

Esta lista no es exhaustiva y American Express puede, a su discreción, incluir otras categorías de establecimientos prohibidas y modificar esta lista en consecuencia.

Comuníquese con su Proveedor de Servicios al Comercio a fin de obtener más información sobre las categorías y las actividades de comerciantes prohibidas.

Negocio mixto

Si algún segmento de su negocio o cualquiera de sus Establecimientos comerciales está incluido en cualquiera de las actividad comerciales antes mencionadas, usted y sus Establecimientos no deben aceptar la Tarjeta para esas Transacciones. Si usted o cualquiera de sus Establecimientos aceptan la Tarjeta para estas Transacciones, American Express ejercerá contracargos. American Express también puede colocarlo a usted o a cualquiera de sus Establecimientos en uno de los programas de Contracargos de American Express, cancelar o anular la aceptación de Tarjetas por parte suya o de cualquiera de sus Establecimientos, y/o solicitar la rescisión de su Contrato de Establecimiento con su Proveedor de Servicios al Establecimiento (o tomar cualquier combinación de estas acciones).

10.3 Supervisión

Una vez que se convierta en un Establecimiento de la Red, American Express lo supervisará para identificar riesgos potenciales. American Express usa información interna y de terceros para sus supervisiones y busca, entre otras cosas:

- Cargos en Disputa y Contracargos desproporcionados,
- Establecimientos que cumplen con los criterios de Establecimientos de Alto Riesgo que se describen en la [Subsección 10.3.1. "Establecimientos de Alto Riesgo"](#),
- planes para estafar a American Express,
- riesgos legales, de cumplimiento u otros relacionados con el crédito y el fraude, y
- datos enviados en cumplimiento de las Especificaciones Técnicas.

American Express lo supervisará para identificar actos o comportamientos (o ambos) que podrían poner a American Express, los Emisores o los Tarjetahabientes en riesgo. De acuerdo con los resultados de la supervisión de American Express, American Express se reserva el derecho a tomar medidas para mitigar sus riesgos, incluidas una o varias de las siguientes (según el criterio exclusivo de American Express):

- solicitar información sobre sus finanzas y sus operaciones,
- imponer restricciones a la aceptación de la Tarjeta,
- ejecutar Contracargos, rechazar Cargos, cobrar tarifas o evaluaciones,
- se requieren medidas correctivas por parte del establecimiento, o

- poner fin a los privilegios de aceptación de la Tarjeta o suspenderlos hasta que el riesgo haya disminuido.

10.3.1 Establecimientos de Alto Riesgo

Los Establecimientos de Alto Riesgo son aquellos tipos de negocios que nosotros determinamos que nos ponen en riesgo y/o cuyos negocios tengan excesivos casos de fraude.

Si nosotros determinamos, a nuestro exclusivo criterio que usted cumple con los criterios de una o varias categorías de Establecimientos de Alto Riesgo, podríamos colocarlo en un programa de Contracargo y/o rescindir la aceptación de la Tarjeta.

Nosotros lo consideramos de “alto riesgo” si cumple con al menos uno de los criterios de la siguiente tabla:*

Categoría	Descripción
Industria de alto riesgo	Su tipo de negocio tiene un extenso historial de fraude y Cargos en Disputa con nosotros o en comparación con otros Establecimientos en una ubicación similar (o ambas). Los ejemplos de industrias de alto riesgo incluyen lo siguiente: Envío Electrónico por Internet y agregadores.
Rendimiento	Usted tiene muchos antecedentes recientes de fraude que representan un riesgo excesivo para nosotros. Ha tenido muchos antecedentes de fraude y/o altos montos de fraude durante varios meses seguidos.
Cancelación negativa	Su Contrato se canceló debido a actividades inapropiadas.
Ficticia	Acepta Tarjetas de forma fraudulenta.
Prohibida	No cumple los requisitos para aceptar la Tarjeta en la Red de American Express. Para conocer los criterios prohibidos consulte la Sección 10.2, “Establecimientos Prohibidos” .

* Esta lista no es exhaustiva y American Express puede, a su discreción, incluir otros criterios como de alto riesgo y modificar esta lista en consecuencia.

10.3.2 Prácticas fraudulentas, engañosas o comerciales desleales, actividades ilegales o usos prohibidos de la Tarjeta

Si determinamos o tenemos motivos para creer, a nuestro exclusivo criterio, que usted se vio involucrado, en el presente o en el pasado (o que, a sabiendas, participó o participa) en alguna de las actividades enumeradas en la siguiente tabla; en planes para estafar a American Express, a los Emisores y/o a nuestros Tarjetahabientes; o en prácticas comerciales que consideremos fraudulentas, engañosas y/o injustas, podríamos tomar medidas correctivas en su contra, que pueden incluir, entre otras:

- Incorporación a un programa de Contracargos,
- Ejecución de Contracargos o rechazo de Cargos, o
- Rescisión del Contrato (incluida la rescisión inmediata sin notificación previa a usted) o anulación de la aceptación de la Tarjeta.

Factoring	El factoring se produce cuando las Transacciones no representan ventas de buena fe de productos o servicios en sus Negocios (por ejemplo, compras de sus dueños o sus familiares en sus Establecimientos o de sus empleados por motivos de flujo de dinero).
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<p>Colusión</p>	<p>La colusión consiste en actividades en las que su empleado colabora con un tercero para llevar a cabo Transacciones fraudulentas. Es su responsabilidad establecer controles adecuados para mitigar tal actividad, además de contar con sistemas de monitoreo para poder identificarla.</p>
<p>Fraude de Marketing</p>	<p>El Fraude de Marketing consiste en el uso de solicitudes de Pedidos por correo electrónico, por teléfono o a través de Internet con fines fraudulentos o engañosos (por ejemplo, para obtener Información válida de los Tarjetahabientes para Transacciones fraudulentas o para cobrar ventas no autorizadas en una cuenta de Tarjeta válida).</p>
<p>Robo de identidad</p>	<p>El robo de identidad consiste en el uso de la identidad de otra persona para obtener acceso a sus finanzas a través de prácticas fraudulentas del Establecimiento o de Transacciones fraudulentas.</p>
<p>Actividades ilegales, fraudulentas (que no sean de Marketing), prácticas comerciales desleales o engañosas o usos prohibidos de la Tarjeta</p>	<p>Si American Express determina, o tiene razones para creer, a su criterio, que usted se vio involucrado, en el presente o en el pasado (o que, a sabiendas, participó o participa) en prácticas comerciales desleales, fraudulentas o engañosas, o que aceptó la Tarjeta para facilitar actividades ilegales de cualquier tipo, ya sea de forma directa o indirecta, American Express puede rescindir la aceptación de la Tarjeta, sin que esto signifique su renuncia a otros derechos o soluciones.</p> <p>Si American Express considera que la Transacción implicó un uso prohibido de la Tarjeta (consulte la Sección 3.3, "Usos Prohibidos de la Tarjeta"), American Express podrá aplicar las acciones correctivas mencionadas anteriormente.</p>

Esta lista no es exhaustiva y no incluye todas las circunstancias en las que American Express podría intervenir para proteger sus intereses.

Contracargos e Investigaciones

- 11.1 Introducción
- 11.2 Proceso de las Transacciones
- 11.3 Proceso de Cargos en Disputa
- 11.4 Cómo Realizamos un Contracargo
- 11.5 Consejos para Evitar Contracargos



11.1 Introducción

Este capítulo describe cómo American Express procesa los Contracargos y las Investigaciones.

Los aspectos destacados de este capítulo incluyen lo siguiente:

- un análisis sobre el proceso de Cargo en Disputa de American Express,
- una revisión de los motivos del Contracargo y de la Investigación,
- una descripción general de las políticas de Contracargo de American Express, y
- consejos para evitar los Contracargos y las Investigaciones, y prevenir fraudes.

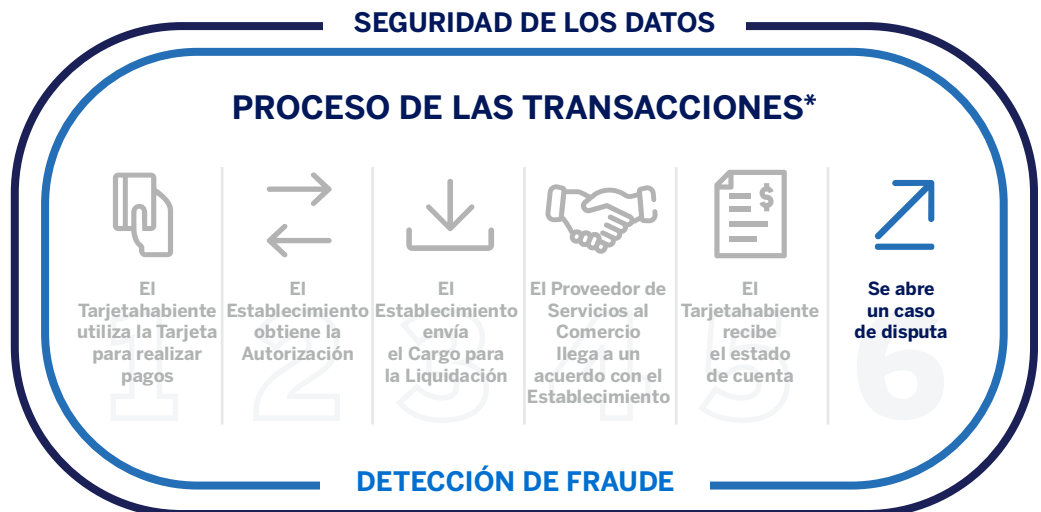
11.2 Proceso de las Transacciones

Los Cargos se pueden disputar por distintos motivos. En general, la mayoría de los Cargos en Disputa derivan de:

- la insatisfacción del Tarjetahabiente con algún aspecto de la compra, (por ejemplo, dejar de recibir el producto, facturación duplicada de un cargo, cargo incorrecto en la facturación),
- un Cargo no reconocido sobre el que el Tarjetahabiente solicita información adicional, o
- transacciones fraudulentas supuestas o reales.

Si un Tarjetahabiente disputa un cargo, American Express abre un caso. También podemos abrir casos cuando los Emisores o la Red inicie disputas. En caso de que se abra un caso, podemos iniciar un Contracargo inmediatamente o enviarle una Investigación.

No debe sugerir ni requerir que los Tarjetahabientes renuncien a su derecho de disputar cualquier Transacción.



* El presente gráfico es solo para fines ilustrativos y no debe interpretarse como una limitación o renuncia de los derechos de American Express con respecto a la información del Tarjetahabiente u otra información.

11.3 Proceso de Cargos en Disputa

11.3.1 Establecimiento del Proceso de las Disputas

La mayoría de las disputas comienzan cuando un Tarjetahabiente se comunica con American Express con una pregunta o problema con una Transacción específica. Las disputas pueden ser complicadas. Este diagrama de flujo paso a paso puede ayudar a que el proceso sea más claro, para que usted sepa qué esperar si se disputa un Cargo.



11.3.2 Con respecto a un Cargo en Disputa:

- Puede recibir una Investigación de su Proveedor de Servicios al Comercio antes de que se realice un Contracargo, o
- Antes de recibir una Investigación, puede recibir un Contracargo si se determina que hay suficiente información disponible para resolver el Cargo en Disputa a favor del Tarjetahabiente.

11.3.3 American Express cuenta con derechos de Contracargo:

- siempre que un Tarjetahabiente entable Cargos en Disputa, según se describe en este capítulo, o cuente con derechos bajo el contrato o la Ley Aplicable para retener pagos,
- en caso de fraude real o supuesto relativo a los Cargos,
- si no cumple con el Contrato (incluyendo la omisión de los Datos de Transacción de los Envíos de Cargos), incluso si su Proveedor de Servicios al Comercio o American Express recibieron un aviso cuando dicho Proveedor le pagó un Cargo que usted no cumplió e incluso si obtuvo Autorización para el Cargo en cuestión, o

- según lo dispuesto en otra parte del Contrato.

Comuníquese con su Proveedor de Servicios al Comercio para obtener mayor información y orientación sobre los Cargos en Disputa y los Contracargos.

11.4 Cómo Realizamos un Contracargo

Podemos realizar un Contracargo (i) deduciendo, reteniendo, recuperando o compensando de otro modo nuestro pago a su Proveedor de Servicios al Comercio por un Cargo que usted envió; o (ii) revirtiendo un Cargo por el cual no le hemos pagado. Si dejamos de solicitar el pago, no renunciamos a nuestros derechos de Contracargo.

Su Proveedor de Servicios al Comercio puede tener derechos y recursos adicionales con respecto a los Cargos en Disputa. Comuníquese con su Proveedor de Servicios al Comercio para obtener más información sobre sus procedimientos de Contracargos.

11.5 Consejos para Evitar Contracargos

Las Investigaciones pueden ser costosas y lentas que afectan a todas las partes involucradas. Siga estos pasos generales para que evite las Investigaciones y Contracargos innecesarios:

- Mantenga un seguimiento de todos los Registros de Cargos.
- Emita los Créditos inmediatamente después de determinar que se adeuda un Crédito.
- Desglose todos los términos y condiciones de sus políticas de venta/devolución/cambio/cancelación en el punto de venta, en todos los Registros de Cargo y recibos del cliente y en su sitio web.
- Póngase en contacto con su Proveedor de Servicios al Comercio para asegurarse de que el nombre que proporciona en su Envío coincide con el nombre de su negocio.
- Envíe los Cargos solo después de que se hayan enviado los bienes o se hayan prestado los servicios.
- Notifique a los Tarjetahabientes cuándo se entregarán o completarán los bienes o servicios y siempre informe al Tarjetahabiente en caso de cualquier retraso.
- Obtenga la aceptación del Tarjetahabiente por escrito cada vez que complete un servicio u orden de trabajo.
- Recomiende a los Tarjetahabientes en el punto de ventas que se comuniquen directamente con su negocio en caso de que haya cualquier problema con su compra. Adjunte su número de teléfono o dirección web y una descripción adecuada de los bienes o servicios que se compraron en su Envío.
- Informe a los Tarjetahabientes el nombre de su negocio que aparecerá en sus resúmenes de cuenta.
- Proporcione un número de cancelación cuando corresponda.
- Recuerde al Tarjetahabiente que debe guardar todos los documentos que le entregó, junto con la información de envío cuando corresponda.

Sectores Específicos

- 12.1 Introducción
- 12.2 Distribuidores de Automóviles
- 12.3 Business-to-Business (B2B)/Distribución Mayorista
- 12.4 Donaciones caritativas
- 12.5 Empresas de Comercio Electrónico
- 12.6 Gobierno/Servicios Públicos/Educación
- 12.7 Seguros
- 12.8 Farmacias por Internet o En Línea
- 12.9 Petróleo
- 12.10 Minorista de Tabaco de Pedidos en Línea o por Correo Electrónico
- 12.11 Negocios de Arriendo
- 12.12 Industrias de viajes

12

12.1 Introducción

Este capítulo establece políticas y procedimientos adicionales aplicables a los Establecimientos clasificados en sectores específicos. Todas las demás disposiciones y requisitos del Contrato también se aplican a estos Establecimientos. En la medida de lo posible, las disposiciones de este [Capítulo 12. "Sectores Específicos"](#) y las demás disposiciones de la *Guía Operativa del Comercio* se deben interpretar para otorgarle pleno efecto a cada una. Sin embargo, si llegase a existir un conflicto entre ellas, deben regir las disposiciones de este [Capítulo 12. "Sectores Específicos"](#).

12.2 Distribuidores de Automóviles

Esta sección se aplica a los Establecimientos clasificados en un sector de distribuidores de automóviles.

Los siguientes requisitos se aplicarán a los Cargos para el pago inicial o la totalidad del precio de compra de vehículos motorizados nuevos y usados.

Puede aceptar la Tarjeta para el pago inicial de un vehículo motorizado, sujeto a las siguientes disposiciones:

- No debe enviar un Cargo por el precio del pago inicial de un vehículo motorizado usado, a menos que y hasta que tenga un acuerdo por escrito o un contrato de compraventa firmado por el Tarjetahabiente que describa los términos de la venta, incluido el precio del pago inicial y su política de cancelación.
- Además de otros derechos de Contracargo, American Express también tiene derechos de Contracargo sobre cualquier parte del Cargo por el precio del pago anticipado de un vehículo motorizado nuevo o usado que sea disputado por el Tarjetahabiente, si dicho cargo en disputa no puede resolverse a su favor según el lenguaje inequívoco del acuerdo escrito o contrato de compraventa.
- Si un Tarjetahabiente ejerce su derecho a rescindir el acuerdo escrito o el contrato de compraventa durante cualquier período de rescisión establecido en el acuerdo del Tarjetahabiente con usted o conforme a derecho, deberá enviar un Crédito a su Proveedor de Servicios al Comercio inmediatamente.
- Si está clasificado como un distribuidor de automóviles exclusivamente de vehículos motorizados usados, el pago inicial no debe exceder el 50 % del precio total de compra del vehículo motorizado.
- Si el Tarjetahabiente se niega a realizar o autorizar el cargo, American Express tendrá derechos de contracargo sobre dicho cargo, además de sus otros derechos de Contracargo.

También puede aceptar la Tarjeta por el total del precio de compra de un vehículo motorizado nuevo o usado, sujeto a las siguientes disposiciones:

- Usted está clasificado como un distribuidor de automóviles de vehículos motorizados nuevos, o nuevos y usados (es decir, su concesionario vende exclusivamente vehículos motorizados nuevos, o nuevos y usados).
- El monto del Cargo no supera el precio total del vehículo motorizado después de la deducción de los descuentos, impuestos, rebajas, pago inicial en efectivo y valor comercial aplicables.
- No debe enviar un Cargo por la totalidad del precio de compra de un vehículo motorizado nuevo o usado, a menos que y hasta que tenga un acuerdo escrito o un contrato de compraventa firmado por el Tarjetahabiente que describa los términos de la venta, incluido el precio de compra, la fecha de entrega y su política de cancelación.
- Además de otros derechos de contracargo, American Express tiene derechos de contracargo sobre cualquier parte del Cargo por el precio de compra completo de un vehículo motorizado nuevo o usado que sea disputado por el Tarjetahabiente, si dicho cargo en disputa no puede resolverse a su favor según el lenguaje inequívoco del acuerdo escrito o contrato de compraventa.

- Si un Tarjetahabiente ejerce su derecho a rescindir el acuerdo escrito o el contrato de compraventa durante cualquier período de rescisión establecido en el acuerdo del Tarjetahabiente con usted o conforme a derecho, deberá enviar un Crédito a su Proveedor de Servicios al Comercio inmediatamente.
- Si el Tarjetahabiente se niega a realizar o autorizar el Cargo y usted no ha transferido el título o la posesión física del vehículo motorizado al tarjetahabiente, American Express tendrá derechos de Contracargo para dicho Cargo, además de sus otros derechos de Contracargo.

12.3 Business-to-Business (B2B)/Distribución Mayorista

Si se clasifica en el sector de business-to-business (B2B) o de distribución mayorista, y se determina que usted no se encuentra en el sector de las telecomunicaciones, a pesar de la prohibición en la [Sección 3.3, "Usos Prohibidos de la Tarjeta"](#), puede aceptar la Tarjeta para el pago de las cantidades adeudadas en la medida en que la aceptación de las cantidades vencidas sea una práctica habitual en su sector y no constituya un intento de obtener el pago de un Tarjetahabiente cuyos métodos de pago anteriores han sido difíciles de cobrar o no se han podido cobrar. Por ejemplo, un indicador de dicha dificultad puede ser el hecho de que haya enviado la cuenta vencida de un cliente a cobranzas.

A los fines de la [Sección 6.5, "Requisitos de Envío: Medios Electrónicos"](#), un Cargo enviado por sus Negocios clasificados en los sectores anteriores se considerará "efectuado" en la fecha en que el Tarjetahabiente indique que pagará por los productos o servicios adquiridos con la Tarjeta, siempre y cuando:

- esta sea una práctica habitual en su sector, y
- no constituya un intento de obtener el pago del Tarjetahabiente cuando los métodos de pago anteriores han sido difíciles de cobrar o no se han podido cobrar.

A pesar de la restricción en la [Sección 6.5, "Requisitos de Envío: Medios Electrónicos"](#), no debe enviar ningún Cargo hasta que se hayan enviado los productos o se hayan prestado los servicios al Tarjetahabiente. En la medida en que haya revelado claramente sus intenciones al Tarjetahabiente y este las acepte, usted puede enviar los siguientes tipos de Cargos a su Proveedor de Servicios al Comercio antes de enviar los productos al Tarjetahabiente:

- Cargos que representen depósitos en pedidos personalizados y especiales (siempre y cuando cumpla con la Ley Aplicable) o productos que no estén en el inventario en el momento de realizar el pedido.
- Cargos que representen el pago anticipado, parcial o total de productos que el Tarjetahabiente le solicite que envíe en una fecha posterior.

12.4 Donaciones caritativas

Si se determina que es una organización sin fines de lucro incorporada o registrada bajo la Ley Aplicable, y reconocida como una Entidad beneficiaria de la exención de impuestos, entonces:

- Previa solicitud, debe proporcionar la documentación de dicho estado de exención tributaria a su Proveedor de Servicios al Comercio (por ejemplo, el estado de exención tributaria debe estar publicado en la sección "Directorio de Organizaciones de Beneficencia Autorizadas" en la página web del Servicio de Administración Tributaria (SAT) en <http://www.sat.gob.mx>).
- Puede aceptar la Tarjeta para donaciones caritativas que:
 - sean deducibles de impuestos para el pagador como una donación caritativa, o
 - incluir el recibo de un producto o servicio de valor (como una comida o la admisión a un evento o cualquier otro incentivo) donde, al menos, una parte del monto sea deducible de impuestos para el pagador como una donación caritativa.

12.5 Empresas de Comercio Electrónico

Si opera un sitio web o un negocio de comercio electrónico, debe incluir los siguientes requisitos para la presentación de información en su sitio web:

- Una descripción exacta de los productos o servicios que ofrece, incluida la divisa que usa para las Transacciones. La divisa de las Transacciones debe ser el Peso Mexicano.
- Su dirección física en México.
- Una dirección de correo electrónico y un número de teléfono para las disputas del servicio de atención al cliente.
- Política de devolución o reembolso.
- Una descripción de la política de envío (por ejemplo, sin entrega contra pago, sin entregas durante la noche).
- Una descripción de sus prácticas de seguridad (por ejemplo, información que destaque las prácticas de seguridad que usa para asegurar las Transacciones en sus sistemas, incluidas las Transacciones realizadas en Internet).
- Una declaración de las restricciones, tarifas y otros reglamentos conocidos de las exportaciones.

Una declaración de privacidad relacionada con el tipo de información personal recopilada y de su uso. Además, debe proporcionar a los clientes la opción de rechazar ser incluidos en campañas de marketing o que su información personal sea incluida en listas vendidas a terceros.

12.6 Gobierno/Servicios Públicos/Educación

Esta sección se aplica a los Establecimientos clasificados del gobierno, los servicios públicos o sectores educativos específicos (como la educación superior y las escuelas privadas, desde el jardín de niños hasta el último año de educación secundaria).

Los clientes se deben sentir libres de utilizar todos los medios de pago que usted acepte sin sufrir sanciones por elegir una forma de pago específica. Para promover la elección de los clientes, por lo general, tiene prohibido imponer restricciones, condiciones o desventajas que no se imponen del mismo modo a todos los Otros Productos de Pago cuando se acepta la Tarjeta. Consulte la [Sección 3.2, "Tratamiento de la Marca American Express"](#).

No debe imponer una comisión más alta, ya sea como tarifa plana o como un porcentaje sobre el importe final de la transacción, sobre los Cargos que impone en los otros productos de pago, excepto para las transferencias de fondos de una cámara de compensación automática, dinero en efectivo y cheques. American Express considera que la discriminación contra los Tarjetahabientes es una violación del Contrato.

Si usted está clasificado dentro del sector gubernamental, de servicios públicos o sectores educativos, puede aplicar comisiones sobre los Cargos, siempre que cumplan con los otros requisitos estipulados en esta sección.

Debe detallar claramente el monto de las comisiones al cliente, lo que puede incluir el desglose en el recibo del cliente, factura o correo electrónico de confirmación, y dar al cliente la oportunidad de cancelar el Cargo si no desea pagar la comisión.

Cualquier explicación, verbal o escrita, que describa la razón por la que se aplica o cómo se calcula la comisión, debe caracterizar la comisión como un cálculo para cubrir sus gastos administrativos, y no como un cálculo para cubrir el costo de aceptar la Tarjeta.

Su Proveedor de Servicios al Comercio solo puede aplicar una comisión cuando acepta la Tarjeta para los Cargos anteriores en cumplimiento con los requisitos de esta sección.

12.7 Seguros

Esta sección contiene disposiciones específicas para los Establecimientos clasificados en el sector de los seguros.

American Express no asume ninguna responsabilidad a su nombre por el cobro o envío puntual de las primas. American Express no estará sujeto a ninguna responsabilidad, bajo ninguna circunstancia, por ninguna reclamación derivada de, o relacionada con cualquier póliza de seguros que haya emitido. Deberá indemnizar, defender y librar de toda responsabilidad a American Express y sus Afiliados, sucesores, cesionarios y Emisores de y contra todos los daños, responsabilidades, pérdidas, costos y gastos, incluidas tarifas legales, a los Tarjetahabientes (o ex Tarjetahabientes) derivados o que surjan supuestamente de la rescisión o cualquier otra acción relacionada con su cobertura de seguros.

12.8 Farmacias por Internet o En Línea

Si está clasificado o, de otra manera, se determina que es un Establecimiento de farmacia por Internet o en línea que acepta la Tarjeta para la venta de medicamentos con receta médica (según lo definido por la Ley Aplicable) en un entorno Sin Tarjeta Presente:

- Debe estar certificado por el programa de Sitios de Internet Verificados para Práctica Farmacéutica de la Asociación Nacional de Juntas de Farmacia (www.nabp.net), o
- Usted o su representante autorizado deben atestiguar que cumple con los requisitos de licencias e inspección de (i) leyes federales, estatales o provinciales en la legislación y la jurisdicción en la que se encuentra y (ii) cada jurisdicción en la que dispensan fármacos.

Cuando se le solicite, usted o su Proveedor de Servicios al Comercio deben proporcionar oportunamente documentación que demuestre que cumple con los requisitos anteriores. Si no proporciona esta documentación oportunamente, puede provocar la cancelación o anulación de los privilegios de aceptación de la Tarjeta.

Existen procedimientos específicos para el procesamiento de Transacciones de los Establecimientos por Internet o en línea. Estos procedimientos aparecen en la [Sección 4.7. "Procesamiento de Cargo sin Tarjeta Presente"](#).

12.9 Petróleo

Si usted pertenece a la industria petrolera, su Proveedor de Servicios al Comercio puede colocarlo en el Programa de Recurso Pleno contra Fraudes si acepta Cargos que se originan en una bomba de gasolina CAT. Para obtener mayor información sobre los terminales activados por el cliente, consulte la [Sección 4.6. "Terminales Activados por el Cliente"](#).

12.9.1 Requisitos

Usted debe:

- Obtener un Número de Establecimiento único de su Proveedor de Servicios al Comercio para las ventas de bombas de gasolina con CAT. Si realiza cualquier otro negocio en su establecimiento (por ejemplo, ventas en tiendas de conveniencia, servicios de lavado de autos), debe obtener un Número de Establecimiento único para esas líneas de su negocio.
- Enviar datos de ubicación del distribuidor junto con cada solicitud de Autorización y cada archivo de Envío. Los datos de la ubicación del distribuidor consisten en los siguientes datos de su empresa:
 - Número de distribuidor (número de tienda)
 - Nombre
 - Domicilio
 - Ciudad
 - Código postal

12.9.2 Recomendaciones

American Express implementó varias políticas y herramientas de prevención del fraude para ayudar a combatir el fraude en las bombas de gasolina. Trabaje con su Proveedor de Servicios al Comercio para obtener información adicional acerca de estas políticas y para determinar qué herramientas de prevención del fraude son compatibles.

American Express le recomienda:

- Establecer una solicitud de autorización previa de MXN \$100 en las bombas de gasolina con CAT.
- Para los Cargos más altos, como el diésel, ajuste el monto de la Autorización previa para acomodar los Cargos más altos.
- Establezca sus bombas de gasolina con CAT para que se apaguen cuando lleguen al monto de la Autorización previa.
- Solicite una Autorización separada para las compras que superen el monto original de la Autorización previa.

12.10 Minorista de Tabaco de Pedidos en Línea o por Correo Electrónico

Si se clasifica o, de otra forma, se determina que es un Establecimiento de pedido de tabaco o cigarrillos electrónicos por Internet o correo electrónico (o ambos), debe proporcionar la dirección del sitio web de la tienda en línea desde la cual vende sus productos de tabaco. Si su sitio web facilita la venta de tabaco, puede que se le solicite proporcionar una Declaración Jurada de Cumplimiento de las Leyes: Pedidos de Tabaco en Línea o por Correo firmada ante notario. Si no proporciona esta documentación oportunamente, puede provocar la cancelación o anulación de los privilegios de aceptación de la Tarjeta. American Express puede supervisar su sitio web. Comuníquese con su Proveedor de Servicios al Comercio para obtener más información.

12.11 Negocios de Arriendo

Esta sección se aplica a los Establecimientos clasificados en el sector de los Negocios de Arriendo.

Los clientes se deben sentir libres de utilizar todos los medios de pago que usted acepte sin sufrir sanciones por elegir una forma de pago específica. Para promover la elección de los clientes, por lo general, los Establecimientos tienen prohibido imponer restricciones, condiciones o desventajas que no se imponen del mismo modo en todos los Otros Productos de Pago cuando se acepta la Tarjeta. Consulte la [Sección 3.2, "Tratamiento de la Marca American Express"](#). No debe imponer una comisión más alta, ya sea como tarifa plana o como un porcentaje sobre el importe final de la transacción, sobre los cargos que impone en los otros productos de pago, excepto para las transferencias de fondos de una cámara de compensación automática, dinero en efectivo y cheques.

Si está clasificado como un Negocio de Arriendo, puede aplicar comisiones sobre los Cargos, siempre que cumpla con los demás requisitos del [Capítulo 4, "Procesamiento de las Transacciones"](#), y esta sección, como se describe a continuación:

- Debe detallar claramente el monto de las comisiones al cliente, lo que puede incluir el desglose en el recibo del cliente, factura o correo electrónico de confirmación, y dar al cliente la oportunidad de cancelar el Cargo si no desea pagar la comisión.
- Cualquier explicación, verbal o escrita, que describa la razón por la que se aplica o cómo se calcula la comisión, debe caracterizar la comisión como un cálculo para cubrir sus gastos administrativos, y no como un cálculo para cubrir el costo de aceptar la Tarjeta.

Su Proveedor de Servicios al Comercio solo puede aplicar una comisión cuando acepta la Tarjeta para los Cargos en cumplimiento con los requisitos de esta sección.

12.12 Industrias de viajes

Las políticas y los procedimientos adicionales son aplicables a los Establecimientos clasificados en las industrias de arriendo de alojamiento y vehículos. Además, el Programa de reservas aseguradas está disponible para los establecimientos en las industrias de arriendo de campings, vehículos, aeronaves, bicicletas, barcos, equipamientos, casas rodantes y motocicletas (consulte la [Subsección 12.12.3, "Reservas aseguradas"](#)).

12.12.1 Alojamiento

Esta sección se aplica a los Establecimientos clasificados en el sector de hospedaje. Los programas Reservas Aseguradas y CARDeposit® permiten que se envíen ciertos Cargos que, de otra forma, no serían aceptados por American Express.

12.12.1.1 Reservas aseguradas: alojamiento

Reservas aseguradas significa que se garantiza que la habitación del Tarjetahabiente se mantendrá hasta la hora de salida publicada en la fecha siguiente a la fecha de llegada, según lo indicado por el Tarjetahabiente cuando realizó la reserva asegurada. Debe cumplir las reservas aseguradas.

Los Establecimientos de hospedaje pueden enviar cargos de "no show", si cumplen con las disposiciones del Programa de reservas aseguradas y el tarjetahabiente no utiliza o cancela la reserva en conformidad con los requisitos del programa.

Sus responsabilidades del Programa de reservas aseguradas incluyen las siguientes:

- Al aceptar una reserva asegurada, debe informar al tarjetahabiente que, si el tarjetahabiente no reclama la reserva asegurada o la cancela dentro del período de tiempo especificado en su política de reserva establecida, se puede cobrar al Tarjetahabiente una (1) noche de alojamiento más los impuestos aplicables. Si el tarjetahabiente no reclama la reserva asegurada o cancela en conformidad con su política de reserva establecida, puede facturar al tarjetahabiente un Cargo "no show" (ausente).
- Si el Tarjetahabiente cancela una reserva asegurada, usted debe proporcionar un número de cancelación al tarjetahabiente y mantener un registro del número de cancelación.
- Utilice el indicador "no show" (ausente) apropiado cuando envíe un Cargo "no show". Si tiene dudas sobre cómo realizar una transmisión con este código, póngase en contacto con su Proveedor de Servicios al Comercio.

Si no cumple con los requisitos del Programa de reservas aseguradas, su obligación con el tarjetahabiente es la siguiente:

- Pagar por el hospedaje de una (1) noche en una propiedad similar ubicada en las cercanías.
- Pagar por el transporte a la ubicación alternativa.
- Pagar por una llamada telefónica de tres (3) minutos.
- Utilice los esfuerzos de buena fe para reenviar todas las comunicaciones al Tarjetahabiente en la ubicación alternativa.

El incumplimiento de las obligaciones mencionadas anteriormente puede tener como resultado un Contracargo si el Tarjetahabiente disputa un Cargo "no show".

Si American Express recibe cantidades desproporcionadas de Cargos "no show" Disputados, debe trabajar con su Proveedor de Servicios al Comercio para reducir la cantidad de disputas. Si estos esfuerzos no logran reducir la cantidad de disputas, se le puede colocar en un programa de Contracargo.

Programa CARDeposit

Es un programa que permite a los Tarjetahabientes cargar el pago de un Cargo con Pago Anticipado a sus Tarjetas cuando se necesita un depósito.

12.12.1.2 Programa CARDeposit

Como un Establecimiento de hospedaje, si necesita depósitos de habitación, debe participar en el programa CARDeposit. Debe aceptar la Tarjeta para el pago de programas CARDeposit. Sus responsabilidades del Programa CARDeposit incluyen las siguientes:

- Cumplir con todos los requisitos para un Cargo con pago anticipado, según se describe en la [Sección 4.14, "Cargos con Pago Anticipado"](#).
- Si el Tarjetahabiente no tiene la Tarjeta, se debe mostrar otra identificación.
- Asegúrese de que el Registro de Cargo contenga las palabras "CARDeposit" en la línea de firma del Tarjetahabiente o, para los Registros de Cargo presentados electrónicamente, el indicador correspondiente en los Datos del Cargo. Si tiene dudas acerca de cómo enviar el Cargo con el indicador adecuado, póngase en contacto con su Proveedor de Servicios al Comercio.

Si	Entonces
El CARDeposit se cancela	Usted debe enviar un aviso de cancelación por escrito indicando el número de cancelación del Tarjetahabiente dentro de tres (3) días hábiles a partir de la fecha de dicha cancelación. Si se adeuda un reembolso, de conformidad con su política de cancelación de depósito anticipada, debe incluir el indicador adecuado o enviar un formulario de Crédito con las palabras "Cancelación de CARDeposit" en la línea de firma del Tarjetahabiente. Si no está seguro respecto a cómo realizar un envío con el indicador adecuado, póngase en contacto con su Proveedor de Servicios al Comercio.
Se cambia la fecha de llegada de un CARDeposit	Debe enviar al Tarjetahabiente una confirmación por escrito del cambio dentro de tres (3) días hábiles a partir de la fecha en que se cambió la reserva.
No puede cumplir un CARDeposit que no se canceló previamente	Su obligación con el Tarjetahabiente incluye lo siguiente: <ul style="list-style-type: none"> • Debe emitir un Crédito para el CARDeposit. • Debe pagar el hospedaje en un lugar cercano que sea similar, hasta que termine la duración de la reserva original [hasta catorce (14) noches] o hasta que haya hospedaje disponible en la ubicación original, lo que ocurra primero. • Debe proporcionar transporte desde y hacia la ubicación alternativa una vez al día hasta que el hospedaje original se encuentre disponible. • Debe pagar por una llamada de tres (3) minutos para informar de la mudanza a la ubicación alternativa y una llamada de tres (3) minutos para informar del regreso a la ubicación original.

Programa CARDeposit

Es un programa que permite a los Tarjetahabientes cargar el pago de un Cargo con Pago Anticipado a sus Tarjetas cuando se necesita un depósito.

12.12.1.3 Ingreso de Emergencia

Si un Tarjetahabiente al que le robaron o perdió su Tarjeta solicita un ingreso al hotel, usted debe llamar a su Proveedor de Servicios al Comercio, solicitar "Autorización para un Ingreso de Emergencia" y seguir las instrucciones.

12.12.2 Arriendo de Vehículos

Esta sección se aplica a los Establecimientos clasificados en el sector de arriendo de vehículos. Cuando los Tarjetahabientes optan por pagar el arriendo de vehículos (no pueden ser más de cuatro (4) meses consecutivos) con la Tarjeta, usted debe cumplir con estos procedimientos.

12.12.2.1 Prepago del Arriendo de Vehículos

Si permite que los Tarjetahabientes realicen Cargos con la Tarjeta para el arriendo de vehículos en que los Tarjetahabientes decidan pagar por anticipado el arriendo de un vehículo por teléfono, en el mostrador y a través de los sitios web de su empresa (en ningún otro sistema de reserva de terceros) (Arriendo con Prepago) debe:

- Cumplir con todos los requisitos para un Cargo con pago anticipado, según se describe en la [Sección 4.14. "Cargos con Pago Anticipado"](#).
- Asegurarse de que su contrato de arriendo del vehículo con el Tarjetahabiente contenga los términos y condiciones de reserva y políticas de cancelación.

12.12.2.2 Reservas aseguradas: arriendo de vehículos

Reservas aseguradas significa que se garantiza que la reserva del Tarjetahabiente se mantendrá hasta la hora de devolución del vehículo, según lo indicado por el Tarjetahabiente cuando realizó la reserva asegurada. Debe cumplir las reservas aseguradas.

Los Establecimientos de arriendo de vehículos pueden enviar Cargos de "no show", si cumplen con las disposiciones del Programa de reservas aseguradas y el tarjetahabiente no utiliza o cancela la reserva en conformidad con los requisitos del programa. Consulte la [Subsección 12.12.3. "Reservas aseguradas"](#) para obtener más detalles.

12.12.2.3 Daños de Capital

Si un Tarjetahabiente voluntariamente opta por usar la Tarjeta para pagar daños a la propiedad de un vehículo arrendado (Daños de Capital), usted puede aceptar la Tarjeta, siempre y cuando haya cumplido con todas las condiciones siguientes para los pagos de dichos elementos:

- La Tarjeta se utilizó para el arriendo del vehículo en el momento de sacar el vehículo.
- Debe proporcionar por escrito, al Tarjetahabiente, una lista detallada y una descripción de los daños concretos que se hayan producido.
- Antes de enviar un cargo, debe pedir la autorización por escrito* del Tarjetahabiente a:
 - Aceptar la responsabilidad por los daños de capital.
 - Seleccionar American Express como el método de pago para los daños de capital.
 - Aceptar el monto estimado total por el cual el Tarjetahabiente puede ser responsable, y que el importe facturado final estimado asciende hasta un 15 % más que el importe estimado. No se cargará ningún importe superior a un 115 % de la cantidad revelada a la Tarjeta de Tarjetahabiente, sin el consentimiento previo o por escrito del Tarjetahabiente.

* El reconocimiento del Tarjetahabiente debe realizarse después de que los daños se hayan producido y sin ningún tipo de coacción o amenaza.

- Debe obtener autorización por el monto de los daños de capital cada vez que se envíe un Cargo por daños de capital.
- En cada ocasión que el Tarjetahabiente opte por utilizar la Tarjeta para los Daños de Capital, usted debe preparar un Registro de Cargo independiente del Registro de Cargo para el arriendo. Debe cumplir todos los requisitos que se describen en el [Capítulo 4. "Procesamiento de las Transacciones"](#) para completar el Registro de Cargo. Además, debe cumplir lo siguiente:
 - Después de que se determine la cantidad exacta de los daños de capital y el Cargo esté listo para su envío, debe proporcionar al tarjetahabiente un aviso detallado de los daños, insertar el importe de los daños de capital en el Registro de Cargo (en ningún caso debe superar la cantidad estimada más un 15 % acordado con el tarjetahabiente por escrito).
 - En el caso de los Registros de Cargo enviados en papel o por otros medios no electrónicos, debe escribir "Daños de Capital" en la línea de firma; para envíos electrónicos debe proporcionar el indicador. Para obtener instrucciones acerca de cómo proporcionar el indicador, póngase en contacto con su Proveedor de Servicios al Comercio.

Los Establecimientos deben entregar al Tarjetahabiente documentos por escrito que contengan todos los detalles de daños de capital (por ejemplo, reporte de incidentes, daño estimado, fotografías de los daños) cuando se envía el Cargo.

- Además de los otros derechos de Contracargo que contiene el Contrato, American Express podrá ejercer sus derechos de contracargo con respecto a cualquier Cargo por daños de capital que no se envíe de conformidad con los procedimientos incluidos en el Contrato, lo que incluye las disposiciones de esta [Subsección 12.12.2.3. "Daños de Capital"](#).

Nunca debe incluir lo siguiente en una solicitud de autorización o en una presentación del cargo:

- pérdidas debido al robo del vehículo, o
- pérdidas de ingresos en los que usted ha incurrido debido a una pérdida en el uso del vehículo de alquiler en cuestión.

12.12.2.4 Daños de Capital a vehículos de alquiler: documentación

Debe cumplir con las solicitudes del tarjetahabiente o del tasador de seguros del Tarjetahabiente para la entrega de documentación relacionada con el incidente de pérdida de capital, si aplica.

12.12.3 Reservas aseguradas

Programa de reservas aseguradas

El Programa de reservas aseguradas les permite a los Tarjetahabientes comunicarse con una agencia de arriendo o propiedades participante para hacer una reserva asegurada y garantizarla a través de su tarjeta American Express. El Programa de reserva asegurada está disponible para las siguientes industrias: alquiler de hotel, parque de casas rodantes / campamento, vehículos, aviones, bicicletas, botes, equipos, casas rodantes y motocicletas.

Reservas aseguradas significa:

- Para reservas de alojamiento (incluido hotel y parque de casas rodantes/campamentos): se garantiza que la habitación del Tarjetahabiente se mantendrá hasta la hora de salida publicada en la fecha siguiente a la fecha de llegada, según lo indicado por el Tarjetahabiente cuando realizó la reserva asegurada.
- rentas de vehículos, aviones, bicicletas, barcos, equipos, casas rodantes o motocicletas: se garantiza que la reserva del Tarjetahabiente se mantendrá hasta la hora de la devolución, según lo indicado por el tarjetahabiente cuando realizó la reserva asegurada.

Debe cumplir las reservas aseguradas. Puede enviar cargos de "no show", si cumple con las disposiciones del Programa de reservas aseguradas y el Tarjetahabiente no utiliza o cancela la reserva en conformidad con los requisitos del programa.

Sus responsabilidades del Programa de reservas aseguradas incluyen las siguientes:

- Al aceptar una reserva asegurada, debe informar al tarjetahabiente que, si no la reclama ni la cancela dentro del período de tiempo especificado en su política de reserva establecida, podrá cobrar al Tarjetahabiente un Cargo de "no show" de la siguiente manera:
 - Para reservas de alojamiento (incluido hotel y parque de casas rodantes/campamentos): una (1) noche de alojamiento más impuestos aplicables.
 - Para rentas de vehículos, aviones, bicicletas, barcos, equipos, casas rodantes o motocicletas: un (1) día de alquiler o el equivalente incremental diario/por hora de la tarifa de alquiler acordada en el contrato de alquiler, más los impuestos aplicables.
- Si el Tarjetahabiente cancela una reserva asegurada, usted debe proporcionar un número de cancelación al Tarjetahabiente y mantener un registro del número de cancelación.
- Utilice el indicador "no show" (ausente) apropiado cuando envíe un Cargo "no show". Si tiene dudas sobre cómo realizar una transmisión con este código, póngase en contacto con su Proveedor de Servicios al Comercio.

Si no cumple con los requisitos del Programa de reserva asegurada, debe ofrecer alojamientos similares, o servicios, cuando estén razonablemente disponibles, sin costo adicional para el Tarjetahabiente, de acuerdo con el contrato de arriendo. Los establecimientos clasificados en la industria de alojamiento también están sujetos a los requisitos establecidos en la [Subsección 12.12.1.1. "Reservas aseguradas: alojamiento"](#).

El incumplimiento de las obligaciones mencionadas anteriormente puede tener como resultado un Contracargo si el Tarjetahabiente disputa un Cargo "no show".

Si se recibe una cantidad desproporcionada de Cargos de "no show" disputados, debe esforzarse para reducir la cantidad de disputas. Si estos esfuerzos no logran reducir la cantidad de disputas, se le puede colocar en un programa de Contracargo.

Glosario de Términos

Afiliado

Cualquier Entidad que controla, es controlada o está bajo el control común con cualquiera de las partes, incluyendo sus subsidiarias. Como se usa en esta definición, "control" significa la posesión, directa o indirectamente, del poder de dirigir o causar la dirección de la administración y las políticas de una Entidad, ya sea a través de la propiedad de valores con derecho a voto, por contrato o de otra manera. Para evitar dudas, pero no a modo de limitación, se considerará que la propiedad directa o indirecta de más del 50 % de (i) los valores con derecho a voto o (ii) una participación en los activos, ganancias o ganancias de una Entidad para constituir "control" de la Entidad.

Agencia

Cualquier Entidad o línea de negocios que utiliza las Marcas del Establecimiento o se ofrece al público como un miembro del grupo de empresas del Establecimiento.

Agregador de Pago

Un proveedor de Servicios de Pago (anteriormente denominado "Proveedor de Servicio de Pago" o "PSP" y, a veces, denominado "agregador" o "establecimiento maestro").

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Aprobación/Aprobado

Un mensaje que concede una Autorización en respuesta a una solicitud de Autorización de un Establecimiento, que consta de una Aprobación u otro indicador.

Autorización/Autorizado

El proceso por el cual un Establecimiento obtiene la Aprobación de un Cargo en conformidad con el Contrato.

Autorización Estimada

Una Autorización por un monto estimado que difiere del monto final enviado.

Banda magnética

La banda que se encuentra en la parte posterior de una Tarjeta, que contiene la información del Tarjetahabiente y de la cuenta en un formato que puede ser leído por una máquina.

Bienes o Servicios Digitales

Productos o servicios digitales descargados o a los que se accede a través de Internet u otro proceso de transferencia de archivos (p. ej., películas, aplicaciones, juegos, software de escaneo de virus).

Cargo

Un pago o compra realizada con la Tarjeta.

Cargo Acumulado

Un Cargo que combina varias compras o reembolsos pequeños (o ambos) efectuados en una Tarjeta en un solo Cargo grande antes de enviar el Cargo para ser pagado.

Cargo con Entrega Retrasada

Una sola compra para la cual el Establecimiento debe crear y enviar dos Registros de Cargos separados. El primer Registro de Cargos es para el depósito o pago inicial y el segundo Registro de Cargos es para el saldo de la compra.

Cargo con Pago Anticipado

Un Cargo por el cual se realizó un pago total por anticipado antes de que el Establecimiento proporcione la mercancía o preste los servicios al Tarjetahabiente.

Cargo con Tarjeta Presente

Un Cargo por el cual la Tarjeta física y el Tarjetahabiente están presentes en el punto de venta, Cargos en persona y Cargos realizados en los CAT.

Cargo en Disputa

Un Cargo sobre el cual se entabló una demanda, queja o pregunta.

Cargo en Persona

El Cargo con Tarjeta Presente excluye Cargos realizados en los CAT (por ejemplo, un Cargo realizado en una tienda minorista atendida con un Establecimiento donde se pasa la Tarjeta, se lee mediante un lector sin contacto, se inserta en un lector de Tarjetas con Chip o se ingresa manualmente con el teclado).

Cargo Estimado de Arriendo de Vehículos

La tarifa de alquiler multiplicada por el período de alquiler reservado por el Tarjetahabiente, más impuestos y cualquier monto adicional conocido.

Cargo Estimado de Hospedaje

La cantidad estimada de Cargos según las tarifas de habitación y la cantidad de días que el Tarjetahabiente espera quedarse, además de los impuestos y otros montos imprevistos conocidos.

Cargo sin Tarjeta Presente

Un Cargo para el que la Tarjeta no se presentó en el punto de venta (por ejemplo, Cargos por correo, teléfono, fax o Internet).

Chip

Un microchip integrado e incrustado en una Tarjeta que contiene información sobre el Tarjetahabiente y la cuenta.

Código 10

Una frase que un Establecimiento usa para comunicar a su Proveedor de Servicios al Comercio sobre una posible Tarjeta y/o Transacción sospechosa. Las situaciones del Código 10 generalmente ocurren durante la Autorización.

Código de Categoría de Establecimiento

El código de cuatro (4) dígitos que se utiliza para identificar la industria en la que el Establecimiento realiza actividades.

Colusión

Cualquier Transacción, actividad o acuerdo realizado por un Establecimiento o su agente con otra parte, incluido otro Establecimiento o un Tarjetahabiente, que el Establecimiento sabía o debería haber sabido que no era legítimo o que constituía una violación del [Capítulo 10](#), “Evaluación del riesgo”.

Comercio electrónico

El comercio electrónico es la compra o venta de bienes o servicios físicos o digitales a través de Internet o una red electrónica.

Comprobante de Envío

Un recibo de mensajería que demuestra que la mercancía fue enviada a la dirección de envío completa y válida proporcionada por el Tarjetahabiente cuando se efectuó la compra.

Contracargo

Cuando se usa como un verbo, significa (i) el reembolso a su Proveedor de Servicios al Comercio que usted realiza por la cantidad de un Cargo al que se le ha hecho un contracargo, o (ii) el retorno de un Cargo por parte de su Proveedor de Servicios al Comercio por el cual no le ha pagado; cuando se utiliza como sustantivo, significa el monto de un Cargo sujeto a reembolso o retorno por su parte.

Contrato

El contrato de procesamiento del establecimiento o el contrato del establecimiento patrocinado, la *Guía Operativa del Comercio de American Express*, y cualquier anexo y apéndice adjunto, colectivamente, entre el Establecimiento y su Proveedor de Servicios al Comercio.

Crédito

El monto del cargo que se reembolsó a los tarjetahabientes por compras o pagos realizados con la tarjeta.

Cuenta bancaria

Una cuenta que el Establecimiento posee en un banco u otra institución financiera.

Cuenta del Establecimiento

Una cuenta establecida por el Proveedor de Servicios al Comercio después de celebrar un acuerdo con un Establecimiento.

Datos de la Tarjeta

Incluye los siguientes elementos: el nombre del Tarjetahabiente, el Número de la Tarjeta, la Fecha de Vencimiento, la fecha del Cargo, el monto del Cargo, la Aprobación, la descripción de los bienes y servicios, el nombre del Establecimiento, la dirección del Establecimiento, el Número del Establecimiento y, si corresponde, el número del Negocio, la firma del Tarjetahabiente (si se obtiene), “Sin Reembolso” si tiene una política sin reembolsos, y toda la otra información que el Proveedor de Servicios al Comercio, American Express o la Ley Aplicable requieran cada cierto tiempo.

Datos de la Tarjeta con Chip

La información que contiene el Chip en una Tarjeta con Chip que se utiliza para procesar transacciones.

Datos de la Transacción

Toda la información que solicita American Express que demuestra una o más Transacciones, incluida la información obtenida en el punto de venta, la información obtenida o generada durante la Autorización y el Envío, y cualquier Contracargo.

Datos de Transmisión

Lo mismo que los datos del Tarjetahabiente excepto que los requisitos incluyen: el nombre del Tarjetahabiente, la fecha de vencimiento, la firma del Tarjetahabiente (si se solicitó) y las palabras "No reembolsable" si el Establecimiento no tiene una política de reembolso.

Datos del Cargo

Datos que se incluyen en Envíos de Registros de Cargos.

Dispositivo móvil

Dispositivo electrónico aprobado por el Emisor y reconocido por American Express (lo que incluye, pero no se limita a, teléfono móvil, tablet o dispositivo portátil) que está habilitado para iniciar una Transacción de Pago con Billetera Electrónica.

Emisor

Cualquier Entidad (incluido American Express y sus Afiliados) con licencia de American Express o un Afiliado de American Express para emitir Tarjetas y participar en el negocio de emisión de Tarjetas.

Emisor de Terceros

Un emisor de Tarjetas de terceros cuyas Tarjetas se aceptan por el Establecimiento en virtud del Contrato.

Entidad

Una sociedad, corporación, sociedad unipersonal, fideicomiso, asociación, o cualquier otra entidad u organización legalmente reconocida.

Envío

La recopilación de datos de transacciones enviados a American Express.

Envío Electrónico por Internet

El envío de Bienes o Servicios Digitales comprados en Internet a través de una descarga por Internet o una red electrónica u otro proceso de transferencia de archivos (por ejemplo, imágenes o software descargados).

Especificaciones Técnicas

El conjunto de requisitos obligatorios, condicionales y opcionales relacionados con la conectividad a la Red y el procesamiento de Transacciones electrónicas, incluidos la Autorización y el Envío de Transacciones (lo que, a veces, se llama "Especificaciones" en nuestros materiales), que American Express puede actualizar cada cierto tiempo.

Establecimiento

Un comercio de bienes o servicios, una Entidad del gobierno o sin ánimo de lucro que celebra un acuerdo con un Proveedor de Servicios al Comercio, en el cual el comercio accede a (i) permitir que cualquier Tarjetahabiente cargue las compras de bienes y servicios en o con dicho Establecimiento mediante la Tarjeta y (ii) transferir las Transacciones a American Express a través del Proveedor de Servicios al Comercio. Los Establecimientos del PSP se incluirán dentro del significado de Establecimientos.

Establecimientos de Alto Riesgo

Una denominación de los Establecimientos que indica que ciertas Transacciones fraudulentas realizadas en el Establecimiento pueden ser emitidas como un Contracargo al Establecimiento según el Programa de Recurso Pleno contra Fraudes de American Express.

Expresspay

Un programa de American Express que permite Transacciones sin contacto.

Facturación Recurrente

Una opción ofrecida a los Tarjetahabientes para realizar Cargos recurrentes automáticamente en su Tarjeta (por ejemplo, cuotas de afiliación a gimnasios, suscripciones a revistas y primas de seguros).

Fecha de Vencimiento

El mes y el año en que una Tarjeta vence (a veces se le llama fecha "válida hasta" o "activa hasta").

Fechas Válidas

Las fechas que se encuentran en la Tarjeta que indican la primera y la última fecha en que la Tarjeta se puede usar para hacer compras.

Forma de Pago Combinada

El uso de varias formas de pago (por ejemplo, productos de prepago, dinero en efectivo, la Tarjeta American Express) para una sola compra.

Guía Operativa del Comercio

La *Guía Operativa del Comercio de American Express*, que está disponible en www.americanexpress.com.mx/guia-comercio.

Información del Tarjetahabiente

Cualquier información acerca de los Tarjetahabientes y las Transacciones, que incluye, entre otros, los Datos de Transacción y el nombre, las direcciones, los Números de Tarjeta y los Números CID del Tarjetahabiente.

Interrupción del sistema

La interrupción de los sistemas o servicios del Establecimiento o la Red (por ejemplo, fallas en el sistema de la computadora, falla de las telecomunicaciones o un apagón programado regularmente).

Investigación

Una solicitud de información sobre un Cargo en Disputa.

Ley Aplicable

(i) cualquier ley, estatuto, reglamento, ordenanza o legislación subordinada vigente cada cierto tiempo a la que se encuentran sujetos el Establecimiento o su Proveedor de Servicios al Comercio, (ii) el derecho común según se aplique a ellos cada cierto tiempo, (iii) cualquier orden de tribunal, o decreto que sea vinculante para ellos, y (iv) cualquier directriz, política, norma u orden que sea vinculante para ellos y que realice u otorgue un regulador, u otro gobierno o agencia gubernamental de cualquier Territorio u otra jurisdicción nacional, federal, de la comunidad de estados, estatal, provincial o local.

Límite Mínimo

Un umbral monetario para un solo Cargo, en o sobre el cual el Establecimiento debe obtener una Autorización antes de completar el Cargo.

Liquidación

El proceso por el cual su Proveedor de Servicios al Comercio recopila sus débitos y créditos para calcular un monto neto que será aplicado a su Cuenta Bancaria.

Lote

Un grupo de Transacciones que se envían a su Proveedor de Servicios al Comercio, por lo general, todos los días.

Marca American Express

El nombre de American Express, las marcas registradas, las marcas de servicio, los logotipos y otros diseños y designaciones patentados de American Express y las imágenes que pertenecen a American Express o a un Afiliado de American Express y la buena voluntad asociada con todo lo anterior y con todos los bienes y servicios que actualmente o en el futuro American Express o un Afiliado de American Express proporcionen, comercialicen, ofrezcan o promocionen.

Marcas

Nombres, logotipos, marcas de servicio, marcas registradas, nombres comerciales, eslóganes, u otras denominaciones o diseños patentados.

Método de Verificación del Tarjetahabiente a través de Dispositivo del Cliente (CDCVM)

Método de Verificación del Tarjetahabiente aprobado por el Emisor y reconocido por American Express mediante el cual se verifican las credenciales del Tarjetahabiente en un Dispositivo Móvil.

Negocios

Cualquiera o todas las ubicaciones, los puntos de venta, los sitios web, las redes en línea de los Afiliados y todos los demás métodos para vender bienes y servicios, incluidos los métodos que usted adopte en el futuro.

Negocios de Arriendo

Alquileres a largo plazo utilizados como residencias principales.

Nosotros, nuestro y nos

American Express Company (Mexico) S.A. de C.V.

Número de Identificación de Tarjeta (CID)

Un número de cuatro dígitos impreso en la Tarjeta. Consulte la [Sección 5.9, "Número de Identificación de Tarjeta \(CID\)"](#) para obtener más información.

Número de Identificación Personal (PIN)

Un código secreto para usar con uno o más sistemas de la Red American Express, Adquiriente o Emisor que se usa para autenticar al usuario (por ejemplo, un Tarjetahabiente) en ese sistema.

Número del Establecimiento

El número de identificación único del Establecimiento (o MID) proporcionado al Establecimiento por el Proveedor de Servicios al Comercio para enviar las transacciones.

Número de Tarjeta

Número de identificación único que el emisor asigna a la Tarjeta cuando la emite.

Oferta Introductoria

Una prueba, promoción u otra oferta similar gratuita o de costo reducido durante un período de tiempo limitado que permite a los Tarjetahabientes probar un producto o servicio antes de que se facture a la Tarjeta el precio regular del producto o servicio.

Otros Productos de Pago

Cualquier cargo, crédito, débito, valor almacenado o tarjetas inteligentes o de prepago, dispositivos de acceso a la cuenta u otras tarjetas de pago, servicios o productos distintos de las Tarjetas.

Pagos con Billetera Electrónica

Una Transacción iniciada sin Contacto con una Billetera Electrónica, una Transacción iniciada a través de una Aplicación de Billetera Electrónica o una Transacción de Transmisión Magnética Segura (MST) con una Billetera Electrónica que se realiza a través de una billetera electrónica, operada por un proveedor de billetera externo aprobado por American Express que reside en un Dispositivo Móvil.

Partes Cubiertas

Algunos o todos sus empleados, agentes, representantes, subcontratistas, procesadores, proveedores de servicios, proveedores de sus equipos o sistemas de puntos de ventas (POS), o de soluciones de procesamiento de pagos, Entidades asociadas a su cuenta de establecimiento de American Express y cualquier otra parte a quien usted le podría proporcionar acceso a los datos del tarjetahabiente o los datos confidenciales de autenticación (o ambos) de conformidad con el Contrato.

Pedido por Internet

La información de pago de la Tarjeta que se toma a través de Internet, en línea (normalmente a través de la página de pago de un sitio web), correo electrónico, intranet, extranet, u otras redes similares para el pago de productos o servicios.

Programa CARDeposit

Un programa que permite a los Tarjetahabientes cargar el pago de un Cargo con Pago Anticipado a sus Tarjetas cuando se necesita un depósito. Consulte la [Subsección 12.12.1.2. "Programa CARDeposit"](#) para obtener información adicional.

Programa de Contracargo Inmediato

Uno de los Programas de Contracargos de American Express.

Programa de Contracargo Parcial Inmediato

Uno de los Programas de Contracargos de American Express.

Programa de recurso pleno contra fraudes

Uno de los Programas de Contracargos de American Express.

Programa de reserva asegurada

Programa que les permite a los Tarjetahabientes comunicarse con una agencia de arriendo o propiedades participante para hacer una reserva asegurada y garantizarla a través de su tarjeta American Express. El Programa de reserva asegurada está disponible para las siguientes industrias: alquiler de hotel, parque de casas rodantes / campamento, vehículos, aviones, bicicletas, botes, equipos, casas rodantes y motocicletas.

Programa sin PIN

Un programa que permite que un Establecimiento no solicite la firma o PIN del Tarjetahabiente. Consulte la [Sección 4.17. "Programa sin PIN"](#) para obtener información adicional.

Proveedor de Servicios al Comercio

Una Entidad autorizada bajo el Programa American Express OptBlue® para aceptar Cargos de un Establecimiento de conformidad con un Contrato o un Agregador de Pagos autorizado para aceptar Cargos de un Establecimiento. Estos servicios pueden incluir, entre otros, el procesamiento de transacciones, la facilitación de autorizaciones de compras y la captura de datos, la contabilidad del establecimiento, las operaciones internas (por ejemplo, devoluciones de cargo y detección de fraude), la provisión de equipos, soluciones o sistemas de punto de venta, ventas o servicio al cliente.

Pruebas Convincientes

Tipos de documentos adicionales proporcionados por el Establecimiento para demostrar que el Tarjetahabiente participó en la Transacción, recibió bienes o servicios o se benefició de la Transacción. Comuníquese con su Proveedor de Servicios al Comercio para obtener más información acerca de las Pruebas Convincientes.

Punto de Venta Móvil (MPOS)

Un término genérico para un sistema que comprende un dispositivo informático móvil comercial listo para usar con conectividad de datos móviles o Wi-Fi (como un teléfono, tableta o computadora portátil) que se puede usar junto con un periférico de lectura de Tarjetas para aceptar Transacciones Con Contacto y/o Contactless.

Rechazo

Un mensaje que niega la solicitud de Autorización del Establecimiento.

Red—Consulte [Red o Red de American Express](#).

Red o Red de American Express

Red de Establecimientos que aceptan Tarjetas y la infraestructura de marketing, sistemas, prestación de servicios y operaciones que apoya esta Red y la Marca American Express.

Registro de Cargo

Un registro reproducible (en papel y electrónico) de un Cargo que cumple con los requisitos de American Express y que contiene el Número de Tarjeta, la fecha de Transacción, el monto en dólares, la Aprobación, la firma del Tarjetahabiente (si corresponde) y otra información.

Registro de Crédito

Un registro de Crédito que cumple con los requisitos de American Express.

Requisitos de Seguridad de Datos (DSR)

La política de seguridad de datos de American Express para Establecimientos, como se describe en el [Capítulo 8, "Proteger la Información del Tarjetahabiente"](#) de la *Guía Operativa del Comercio* y también está disponible para los Establecimientos en www.americanexpress.com.mx/dsr.

Servicios de Pago

La prestación de servicios de pago en relación con las transacciones entre los Tarjetahabientes y los Establecimientos Patrocinados, mediante los cuales el Agregador de Pago, la Entidad que proporciona dichos servicios (y no el Establecimiento Patrocinado), es el Establecimiento registrado, presenta Transacciones bajo dicho Número de Establecimiento del Agregador de Pago y recibe un pago de parte de American Express por los Cargos (entre otras cosas).

Sin Contacto

Se refiere a la tecnología que permite que una tarjeta o dispositivo móvil con un componente de radio (actualmente, Expresspay) comunicarse con un sistema POS con frecuencia de radio habilitada para iniciar una transacción. Consulte también [Expresspay](#).

Sistema de Punto de Venta (POS)

Un sistema o equipo de procesamiento de información, que incluye un terminal, una computadora personal, una caja registradora electrónica, un lector sin contacto, Puntos de Venta Móviles (MPOS) o un motor o proceso de pago, utilizado por un Establecimiento para obtener Autorizaciones o para recopilar Datos de Transacciones, o ambos.

Tarifa por daños a la propiedad

Una suma adicional de dinero que se puede cobrar a un Tarjetahabiente en relación con daños a la propiedad que se hayan sufrido en el alojamiento de alquiler (o propiedad en el mismo) o equipo de alquiler (o parte del mismo) durante la estadía o el período de alquiler para el cual el Establecimiento puede para demostrar los costos genuinos incurridos o requeridos para reparar o reemplazar la propiedad o el equipo.

Tarjeta—Consulte [Tarjeta o Tarjetas de American Express](#).

Tarjeta con Chip

Una Tarjeta que contiene un Chip y que puede requerir un PIN como método de verificación de la identidad del Tarjetahabiente o la información de la cuenta contenida en el Chip, o ambas, (a veces, se le llama "Tarjeta inteligente", "Tarjeta EMV", "ICC" o "Tarjeta de circuito integrado" en los materiales de American Express).

Tarjeta de Débito

Cualquier Tarjeta que acceda a una cuenta de depósito disponible, de cheques, de ahorros o cuenta similar, excluyendo a cualquier Tarjeta que lleve el nombre o las Marcas de un Emisor de Terceros sin las Marcas de American Express. Una Transacción se liquida desde la cuenta accedida. Una Tarjeta de Débito no es una Tarjeta de Prepago.

Tarjeta de Prepago

Una Tarjeta que está marcada como "Prepago" o que tiene otros identificadores utilizados por American Express cada cierto tiempo.

Tarjeta de Prepago Recargable

Una Tarjeta de Prepago que se puede recargar agregando fondos una vez que estos se agotan.

Tarjeta o Tarjetas de American Express

(i) cualquier tarjeta, dispositivo de acceso a cuentas o dispositivo o servicio de pago en cada caso que porte una marca de American Express o de Afiliados de American Express y son emitidas por un Emisor o (ii) un Número de Tarjeta. Tarjeta también incluye cualquier tarjeta u otro dispositivo o servicio de acceso a la cuenta emitido por un Tercer emisor y que lleva el nombre o las Marcas de dicho Tercer emisor, pero no las Marcas de American Express.

Tarjetahabiente (también conocido como Titular de la Tarjeta)

Una persona o Entidad (i) que ha celebrado un acuerdo que establece una cuenta de Tarjeta con un Emisor o (ii) cuyo nombre aparece en la Tarjeta.

Telecomunicaciones

Servicios de comunicación, incluidos los servicios de comunicación personal, teléfonos móviles, buscapersonas, larga distancia, etc.

Terminal Activada por el Cliente (CAT)

Un Sistema de POS no atendido (por ejemplo, un surtidor de gasolina, una máquina dispensadora, módulo de pago de autoservicio).

Titular de Derechos

Una persona física o moral con capacidad y autoridad jurídica para hacer valer un derecho de autor, marca comercial u otro derecho de propiedad intelectual.

Token

Un valor sustituto que reemplaza al Número de tarjeta.

Transacción

Un Cargo o Crédito realizado mediante una Tarjeta.

Transacción de Comercio electrónico

La compra de bienes o servicios físicos o digitales a través de Internet, una aplicación o una red electrónica en una computadora personal o dispositivo móvil, incluidas, entre otras, las Transacciones por Internet o las Transacciones Iniciadas por la Aplicación de Billetera Digital.

Transacción de Transmisión Magnética Segura con una Billetera Electrónica

Un tipo de Pago con Billetera Electrónica en el que una billetera electrónica dentro de un Dispositivo Móvil inicia una Transacción a través de un lector de banda magnética en un sistema de POS.

Transacción iniciada a través de una aplicación

Una Transacción iniciada por un dispositivo electrónico (que incluye, entre otros, un teléfono móvil, tablet o dispositivo portátil) con una aplicación de software del establecimiento en el dispositivo electrónico.

Transacción iniciada a través de una aplicación de billetera digital

Una Transacción iniciada por la aplicación mediante una billetera digital dentro de un dispositivo móvil.

Transacción iniciada sin Contacto o con una billetera digital

Una Transacción sin contacto iniciada por una billetera digital dentro de un dispositivo móvil a través de la interfaz sin contacto.

Transmisión

Un método para enviar Datos de Transacciones a American Express, mediante el cual los Datos de Transacciones se transmiten electrónicamente por las líneas de comunicación.

URL

Localizador Uniforme de Recursos, un término que se utiliza para identificar una dirección de Internet.

Usted, su y sus

Se refieren a la persona o Entidad que formaliza el Contrato con un Proveedor de Servicios al Comercio (que, a veces, se denomina "Establecimiento" o "Negocio" en esta *Guía Operativa del Comercio*).



AMERICAN EXPRESS

Merchant Operating Guide

Mexico

October 2021

This guide is intended for use by Merchants that have entered into a legally binding Agreement with a Merchant Services Provider based in Mexico to accept the American Express® Card.

DON'T do business WITHOUT IT™



Summary of Changes

Change Bars

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



Summary of Changes Table

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

Chapter	Section/Subsection	Description of Change
Chapter 1, "Introduction"	Section 1.4, "Changes in the Merchant Operating Guide"	Clarified language.
Chapter 2, "Doing Business with American Express"	Subsection 2.5.1, "Merchant Category Codes"	Updated MCC requirements.
	Subsection 2.5.2, "Compliance with Payment Product Terms and Conditions"	Clarified language.
Chapter 4, "Transaction Processing"	Section 4.8, "Charge Records"	<ul style="list-style-type: none"> Clarified Charge Record requirements. Added exclusion for split shipment Transactions.
	Section 4.18, "Recurring Billing Charges"	Clarified Recurring Billing requirement.
	Section 4.19, "Processing Prepaid Cards"	Added Prepaid Cards' requirements.
	Section 4.22, "Split Shipment Transactions"	Added requirements for split shipment Transactions section.
Chapter 5, "Authorizations"	Section 5.4, "Estimated Authorization"	Increased the Estimated Authorization percentage from 20% to 30% for restaurant and bars.
Chapter 8, "Protecting Cardmember Information"	Section 8.2, "Definitions"	Updated definitions.
	Section 8.3, "Targeted Analysis Program (TAP)"	Revised existing policy around Targeted Analysis Program (TAP).
Chapter 10, "Risk Evaluation"	Section 10.2, "Prohibited Merchants"	Added/modified industries.

Chapter	Section/Subsection	Description of Change
Chapter 12, "Specific Industries"	Subsection 12.12.1. "Lodging"	Relocated Estimated Authorization language to Section 5.4, "Estimated Authorization" .
	Subsection 12.12.2. "Vehicle Rentals"	
Glossary of Terms		Added/modified definitions.

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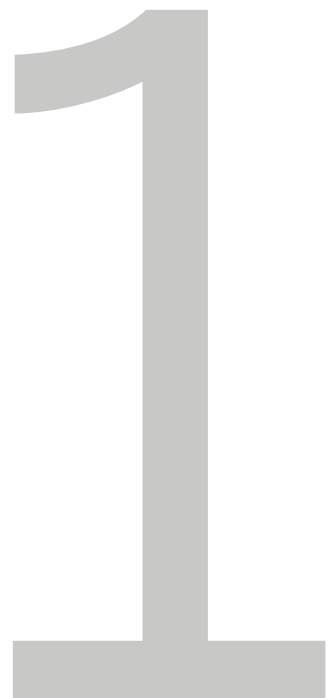
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Introduction

- 1.1 About American Express
- 1.2 About the Merchant Operating Guide
- 1.3 Organization of the Merchant Operating Guide
- 1.4 Changes in the Merchant Operating Guide



1.1 About American Express

American Express was established more than 160 years ago and has undergone remarkable changes over the years. One characteristic has remained constant, however: our commitment to the core values of our founders. American Express is guided by a value system that is steadfastly focused on doing business in more than 130 countries around the globe with trust and integrity, delivering quality products and services to our valued customers.

The American Express Network operates worldwide, including in Territories where Applicable Law, or other considerations, may require that certain of our Affiliates or licensees act as Acquirers.

The Network also supports millions of Merchants globally and processes a vast number of Transactions daily, forging relationships between Cardmembers and Merchants. We help build the businesses of millions of Merchants, from neighborhood shops to multinational corporations.

1.2 About the Merchant Operating Guide

We are pleased to provide the *American Express Merchant Operating Guide*. It offers best practices, helpful tips, and available tools to assist your businesses. You can be more successful if you have access to and understand Card acceptance policies and procedures.

To serve all Merchants consistently, we require them to operate under the *Merchant Operating Guide*.

This *Merchant Operating Guide* sets forth the policies and procedures governing your acceptance of the American Express® Card. It is a part of, and is hereby incorporated by reference into, the Merchant Agreement with your Merchant Services Provider ("the Agreement"). You agree to be bound by and accept all provisions in the *Merchant Operating Guide* (as changed from time to time) as if fully set out in the Agreement and as a condition of your agreement to accept the Card.

You should consult with your Merchant Services Provider for further information about any policy or procedure contained in the *Merchant Operating Guide*.

1.2.1 Intended Audience for this Guide

This *Merchant Operating Guide* is intended for use by Merchants that have entered into a legally binding Agreement with a Merchant Services Provider based in Mexico to accept the American Express® Card. While not an exhaustive list, qualifying Merchants:

- are physically located and maintain a bank account at a financial institution in Mexico;
- have an estimated annual American Express Charge volume of less than MXN \$3,000,000; and,
- transact in Mexican currency (MXN) only and receive payment from its Merchant Services Provider into a local bank account.

1.3 Organization of the Merchant Operating Guide

Information boxes like this one are displayed throughout the *Merchant Operating Guide* to highlight important information such as definitions, fraud alerts, helpful tips, and further information.

The *American Express Merchant Operating Guide* is designed to meet the needs of busy Merchants. The content is organized into:

- global policies that apply to your Establishment, and
- country-specific policies that apply to your Establishments located in the specific country listed.

You should read the global policies together with any country-specific policies that follow. The two sections are organized one after the other, making it easier to read and find the information you need.

In the event of any conflict between the global policies and country-specific policies, the requirements of the country-specific policies take precedence. In the event of any conflict between the Agreement and Applicable Law, the requirements of law govern.

The *Merchant Operating Guide* follows the flow of the Transaction process—from Card acceptance, to Authorization, to Submission, to Settlement, to Disputed Charges, to Chargebacks. To make it easier for you to locate the information you need quickly, the *Merchant Operating Guide* was designed with the following functionality:

- Important information is identified throughout the *Merchant Operating Guide* using the information boxes to the left of the main text.
- Point-and-click links to and from chapters are identified by [blue underlined text](#) when viewing the *Merchant Operating Guide* online.
- A table of contents and comprehensive glossary are provided in the *Merchant Operating Guide*.
- Capitalized terms used in the *Merchant Operating Guide* have the meanings ascribed to them in the [Glossary of Terms](#). In addition, certain specialized terms also appear and are defined in the chapter or section in which they are used.
- All amounts referenced herein are stated in Mexican Pesos.

1.4 Changes in the Merchant Operating Guide

American Express reserves the right to make changes to the *Merchant Operating Guide* in scheduled changes and at any time in unscheduled changes as set forth in [Subsection 1.4.1, "Scheduled Changes"](#) and [Subsection 1.4.2, "Unscheduled Changes"](#) below. You agree to accept all such changes (and further to abide by the changed provisions of the *Merchant Operating Guide*) except where Applicable Law takes precedence.

1.4.1 Scheduled Changes

The *Merchant Operating Guide* is published twice each year, in April and October. You may obtain the latest version of the *Merchant Operating Guide* by visiting www.americanexpress.com.mx/guia-comercio, or by contacting your Merchant Services Provider.

- a release of scheduled changes, to be published every April, with changes that shall take effect in the following October or on such other date as we set forth in the *Merchant Operating Guide*, and
- a release of scheduled changes, to be published every October, with changes that take effect in the following April or on such other date as we set forth in the *Merchant Operating Guide*.

Where a scheduled change is to take effect during the period between two editions of the *Merchant Operating Guide*, we will also include the change in the edition of the *Merchant Operating Guide* covering the period during which the change shall take effect, noting the effective date of the change.

1.4.2 Unscheduled Changes

American Express may also change the provisions of the *Merchant Operating Guide* in separate unscheduled releases at any time which shall take effect ten (10) days after notice to you and your Merchant Services Provider unless another effective date is specified in the notice.

Doing Business with American Express

- 2.1 Introduction
- 2.2 Benefits of Accepting the American Express Card
- 2.3 Merchant Information
- 2.4 Use of Third Parties
- 2.5 Compliance with the Technical Specifications
- 2.6 Establishment Closing
- 2.7 Verification and Disclosure of Information
- 2.8 Permitted Uses of Merchant Information



2.1 Introduction

At American Express, we feel privileged to do business with Merchants like you and want to help make the process of accepting Cards as simple as possible. The *Merchant Operating Guide* explains the policies and procedures related to accepting American Express Cards. It also highlights some of the services and tools that can help your business. This chapter outlines some general concepts that relate to doing business with American Express.

2.2 Benefits of Accepting the American Express Card

The decision you have made to accept the American Express Card demonstrates a commitment to the millions of Cardmembers who carry the Card. Accepting the Card allows you to:

- offer your customers the convenience of paying with American Express Cards, and
- improve retention by allowing customers with recurring Charges to pay automatically.

2.3 Merchant Information

Incorrect information may result in servicing issues. For example, if your business name changes and American Express is not notified, your customers may not recognize the Charge on their statements. This could result in Disputed Charges. Please contact your Merchant Services Provider if your business information changes.

You agree that, upon providing contact information to your Merchant Services Provider, American Express may send you commercial marketing messages, including information on products, services, and resources available to your business. These messages may be sent to the mailing address, phone numbers, email addresses, or fax numbers you provide. If you provide a wireless phone number, you agree that American Express may contact you at that number and the communication American Express sends may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. If you provide a fax number, you agree that American Express may send you fax communications. American Express may otherwise use and share your information for business purposes and as permitted by Applicable Law. American Express uses reasonable administrative, technical, and physical security measures to protect Merchant information consistent with the sensitivity of the information.

You may opt out of receiving American Express commercial marketing communications about products and services by contacting your Merchant Services Provider directly via inbound telephone, email, website, or any other means identified by your Merchant Services Provider, or by exercising any opt-out option that American Express may describe or offer in emails, SMS messages, faxes, or other communications. If you have opted-out, you may continue to receive important transactional or relationship communications from American Express. In addition, you may continue to receive marketing communications from American Express while American Express updates its records to reflect your opt-out choice.

2.4 Use of Third Parties

As a Merchant, you make decisions and choices on behalf of your business each and every day. Some Merchants choose to deal directly with us for all aspects of the Transaction process; others enlist the assistance of various third parties to provide them with services. These third parties are your Covered Parties and may include:

- Merchant Services Provider/Service Providers/processors,
- Terminal Providers,
- Vendors, and
- Other agents contracted to operate on your behalf.

You may retain, at your expense, such third parties; however, you remain financially and otherwise liable for all obligations (including confidentiality obligations and compliance with

the *Technical Specifications*), services, and functions they perform under the Agreement for you, such as the technical requirements of authorizing and submitting Transactions to us, as if you performed such obligations, services, and functions.

You are responsible and liable for all problems and expenses caused by your Merchant Services Provider and/or third parties, including any Settlement payments misdirected to other parties because of the misprogramming of your Point of Sale (POS) System by your Merchant Services Provider and/or third parties.

2.5 Compliance with the Technical Specifications

A vast number of Transactions traverse, and are processed by, the American Express Network. Merchants, processors, Terminal Providers, and others must conform to the *American Express Technical Specifications* in order to connect to and transact on the Network.

Each Authorization request and Transaction, including data contained therein, must comply with the *American Express Technical Specifications*, any other (or different) requirements of our local operating centers and Applicable Law. We reserve the right to modify the *American Express Technical Specifications* or requirements of our local operating centers.

You must ensure that you and any third parties you enlist to facilitate Transaction processing comply with the *American Express Technical Specifications* (valid and accurate data must be provided for all data elements in accordance with the *American Express Technical Specifications*).

Contact your Merchant Services Provider for further information about complying with these specifications.

2.5.1 Merchant Category Codes

If you are unsure of the MCC assigned to you, please contact your Merchant Services Provider. We also recommend that you review your Authorization and Submission data periodically to ensure it accurately represents your industry classification. If it is not accurate, please contact your Merchant Services Provider.

You must use the Merchant Category Code (MCC) that most closely represents your industry classification. If you have multiple, clearly distinct businesses, then those businesses should be segmented across the appropriate MCCs and Merchant Numbers. If you have multiple businesses, but a distinction between them is not clear or cannot reasonably be determined, then you should use the MCC which most closely represents your business's primary industry classification.

You must make sure your MCCs are accurate and provide the appropriate MCC in all Authorizations and Submissions. If the MCC used in the Submission does not match the MCC of the corresponding Authorization, you agree to remediate the mismatch as soon as possible, at your own expense and in accordance with any instructions you may receive from us or your Merchant Services Provider. Failure to comply with MCC data requirements may result in the assessment of non-compliance fees. Please work with your Merchant Services Provider if you have questions related to your MCC assignment.

2.5.2 Compliance with Payment Product Terms and Conditions

We offer various payment processing solutions and products. If you choose to utilize one or more such products, you and your Merchant Service Provider must comply with the corresponding terms and conditions, which we may update from time to time, and which are available at www.americanexpress.com/merchantspecs. In the event of any conflict between the terms and conditions of the payment processing product and the Merchant Operating Guide, the terms and conditions of the payment processing product will prevail. All products and services may not be available to all Merchants.

2.6 Establishment Closing

If you close any of your Establishments, you must follow these guidelines:

- Notify your Merchant Services Provider and follow their guidelines for notification of Establishment closing.
- Your policies must be conveyed to the Cardmember prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Cardmember signs. See [Section 4.11, "Return and Cancellation Policies"](#) for additional information.
- If you are not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on your websites and catalogs).
- Your return and cancellation policies must be clearly disclosed at the time of sale.
- For Advance Payment Charges or Delayed Delivery Charges, you must either deliver the goods or services for which you have already charged the Cardmember or issue Credit for any portion of the Charge for which you have not delivered the goods or services.

2.7 Verification and Disclosure of Information

You acknowledge that when you provide information to your Merchant Services Provider that such information may be disclosed and shared with your Merchant Services Provider's agents, subcontractors, Affiliates, and other parties, including American Express, industry organizations, and reporting agencies, for any purpose permitted by Applicable Law.

You further acknowledge that, by entering into the Agreement with your Merchant Services Provider, you provide permission to obtain or disclose information in connection with the Agreement, release and waive any right or Claim arising out of or related to such disclosure, including defamation Claims, even if the information that is disclosed is incorrect or incomplete. You acknowledge that your business name and the name of your principals may be reported to the MATCH™ (Member Alert to Control High Risk Merchants) listing maintained by MasterCard. You hereby specifically consent to the reporting, and waive and hold American Express and your Merchant Services Provider harmless from all Claims and liabilities you may have as a result of such reporting.

2.8 Permitted Uses of Merchant Information

For the purpose of communicating your acceptance of the Card, American Express may use your name, address (including website addresses or URLs), customer service telephone numbers, and/or industry classification in any media at any time. The information is based on that what you have provided to your Merchant Services Provider or that is otherwise publicly available.

Card Acceptance

- 3.1 Card Acceptance
- 3.2 Treatment of the American Express Brand
- 3.3 Prohibited Uses of the Card
- 3.4 Prohibited Merchants
- 3.5 Treatment of American Express Cardmember Information



3.1 Card Acceptance

You must accept the Card as payment for goods and services sold (other than those goods and services prohibited under [Section 3.3, "Prohibited Uses of the Card"](#)), or (if applicable) for charitable contributions made, at all of your Establishments, except as expressly permitted by Applicable Law. You are jointly and severally liable for the obligations of your Establishments under the Agreement.

By accepting the Card at your Establishment, you are providing your customers with convenience and flexibility in the choice of payment methods offered.



3.2 Treatment of the American Express Brand

You may issue policies related to customer identification, and define minimum Charge amounts, subject to Applicable Law and your Agreement with your Merchant Services Provider.

For the past 160 years, American Express has built a brand that is synonymous with trust, integrity, security, quality, and customer service. American Express works diligently to uphold its reputation, and restrict Merchants from engaging in activities that would harm American Express' business or brand.

Except as expressly permitted by Applicable Law, you must not:

- indicate or imply that you prefer, directly or indirectly, any Other Payment Products over the Card,
- try to dissuade Cardmembers from using the Card,
- criticize or mischaracterize the Card or any of American Express' services or programs,
- try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check),
- impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, cash or check,
- suggest or require Cardmembers to waive their right to dispute any Transaction,
- engage in activities that harm American Express' business or the American Express Brand (or both),
- promote any Other Payment Products (except your own private label card that you issue for use solely at your Establishments) more actively than you promote the Card, or
- convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

3.2.1 Treatment of the American Express Marks

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the Card and display American Express' Marks (including any Card application forms provided to you) as prominently and in the same manner as any Other Payment Products.

American Express' corporate logo, the "American Express® Blue Box" logo, is the strongest visual symbol of American Express' image. The "Blue Box" represents and reinforces the high quality service and values of American Express. The appropriate version of the "Blue Box" logo must be displayed on all point-of-purchase materials and signs. The following guidelines apply to your use of the "Blue Box" logo in communications:

- Maintain at least 1/3 "X" (where "X" is equal to the height of the Blue Box Logo) between the Logo and any accompanying element

- The “Blue Box” logo minimum size is 3/8” and 1/2” is the preferred size.
- The “Blue Box” logo must always be shown in the pre-approved "American Express blue" or, in one- or two-color communications, black.

You must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses your goods or services. You shall only use American Express' Marks as permitted by the Agreement and shall cease using American Express' Marks upon termination of the Agreement.

For additional guidelines on the use of American Express' Marks, contact your Merchant Services Provider.

3.3 Prohibited Uses of the Card

You must not accept the Card for any of the following:

- adult digital content sold via Internet Electronic Delivery,
- amounts that do not represent bona fide sales of goods or services (or, if applicable, amounts that do not represent bona fide charitable contributions made) at your Establishments; for example, purchases at your Establishments by owners (or their family members) or employees contrived for cash flow purposes, or payments that you have accepted in order to advance cash to Cardmembers in connection with the Transaction,
- amounts that do not represent bona fide, direct sales by your Establishment to Cardmembers made in the ordinary course of your business,
- cash or cash equivalent; for example, purchases of gold, silver, platinum, and palladium bullion and/or bars (collectible coins and jewelry are not prohibited), or virtual currencies that can be exchanged for real currency (loyalty program currencies are not prohibited),
- Charges that the Cardmember has not specifically approved,
- costs or fees over the normal price of the goods or services (plus applicable taxes) that the Cardmember has not specifically approved,
- damages, losses, penalties, or fines of any kind, except as provided in [Section 4.21, "Property Damage to Accommodations and Other Rentals"](#) and [Subsection 12.12.2.3, "Capital Damages"](#),
- gambling services (including online gambling), gambling chips, gambling credits, or lottery tickets,
- unlawful/illegal activities, fraudulent business transactions or when providing the goods or services is unlawful/illegal (e.g., unlawful/illegal online internet sales of prescription medications or controlled substances; sales of any goods that infringe the rights of a Rights-holder under laws applicable to American Express, you, or the Cardmember),
- overdue amounts or amounts covering returned, previously dishonored or stop-payment checks (e.g., where the Card is used as a payment of last resort),
- amounts that represent repayment of a cash advance including, but not limited to, payday loans, pawn loans, or payday advances,
- sales made by third parties or Entities conducting business in industries other than yours, or
- other items of which American Express or your Merchant Services Provider notifies you.

An example of selling something that infringes the rights of a Rights-holder, is the sale of counterfeit goods.

You must not use the Card to verify your customer's age.

For more information on prohibited industries, and on how American Express monitors such uses of the Card, see [Chapter 10, "Risk Evaluation"](#).

3.4 Prohibited Merchants

Some Merchants, and/or some of their Establishments, are not eligible (or may become ineligible) to accept the Card. Such Merchants or Establishments will be denied the privilege to accept the Card if it is determined that they meet one or more of the criteria for a prohibited Merchant, including the criteria set forth in [Chapter 10, "Risk Evaluation"](#). For additional information regarding Prohibited Merchants, contact your Merchant Services Provider directly.

3.5 Treatment of American Express Cardmember Information

Remember, if the Agreement terminates, Cardmember Information can only be retained according to the Payment Card Industry Data Security Standard (PCI DSS), which is available at www.pcisecuritystandards.org.

Any and all Cardmember Information is confidential and the sole property of the Issuer, American Express or its Affiliates.

Except as otherwise specified, you must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions at your Establishments in accordance with the Agreement. For more information, see [Section 4.4, "Completing a Transaction at the Point of Sale"](#).

For more information about protecting Cardmember Information, see [Chapter 8, "Protecting Cardmember Information"](#).

Transaction Processing

- 4.1 Introduction
- 4.2 Transaction Process
- 4.3 American Express Payment Options
- 4.4 Completing a Transaction at the Point of Sale
- 4.5 Processing an In-Person Charge
- 4.6 Customer Activated Terminals
- 4.7 Processing a Card Not Present Charge
- 4.8 Charge Records
- 4.9 Processing a Credit
- 4.10 Credit Records
- 4.11 Return and Cancellation Policies
- 4.12 Processing Transactions for Specific Industries
- 4.13 Reserved
- 4.14 Advance Payment Charges
- 4.15 Aggregated Charges – Internet
- 4.16 Delayed Delivery Charges
- 4.17 No PIN Program
- 4.18 Recurring Billing Charges
- 4.19 Processing Prepaid Cards
- 4.20 Processing Travelers/Gift Cheques
- 4.21 Property Damage to Accommodations and Other Rentals
- 4.22 Split Shipment Transactions



4.1 Introduction

In today's marketplace, point of sale Transactions encompass a wide variety of customer options, including:

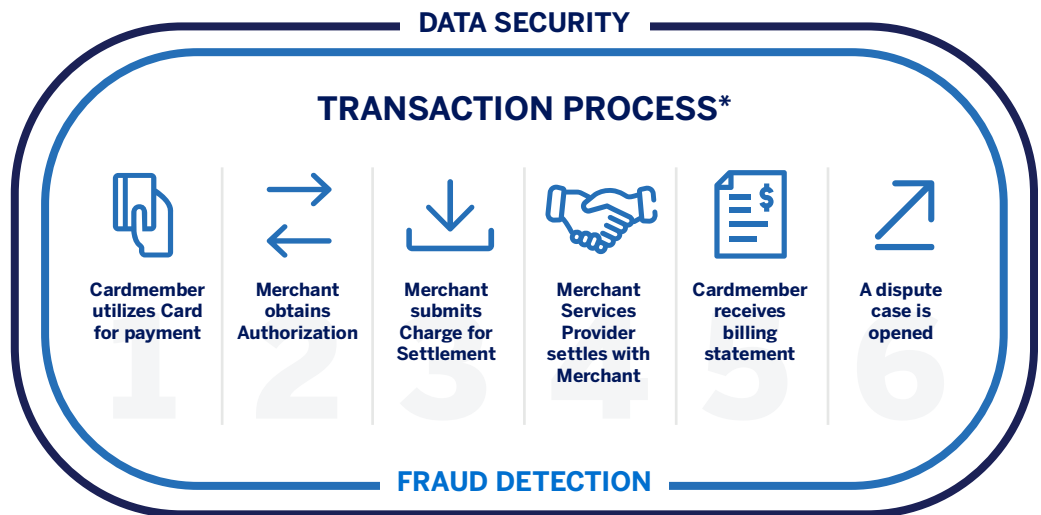
- in-store Transactions
- internet/e-commerce Transactions
- Application-initiated Transactions
- phone/mail order Transactions
- Customer Activated Terminal (CAT) Transactions

This chapter of the *Merchant Operating Guide* addresses Transaction processing and offers specific procedures and guidelines for dealing with various Transaction types. It covers Card Present, Card Not Present, the acceptance of Prepaid Cards, and more. In all situations, you should consult with your Merchant Services Provider's instructions for Transaction processing for additional information and guidance.

4.2 Transaction Process

The first step in understanding the Card acceptance process is to understand the American Express Transaction process.

The following graphic illustrates the high level phases that occur throughout the Transaction process. We will refer to this Transaction process at various points throughout the *Merchant Operating Guide*.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

4.3 American Express Payment Options

In an ongoing commitment to offering a variety of products, American Express Issuers deliver a wide range of payment options.

Payment options available in your area may include:

Credit and Charge Cards

- Charge Cards and standard Credit Cards
- Cash Rewards Cards

- Small Business and Corporate Cards
- Many more

Additional products and services

- Prepaid Cards
- Travelers Cheques
- Gift Cheques
- Contactless (both physical Cards and Mobile Devices)

4.4 Completing a Transaction at the Point of Sale

When Cardmembers make an Application-initiated Transaction or pay using other mobile phone or tablet application based payments (which Cardmembers may have created by providing Cardmember Information when the account was established), the Transaction Data collected to facilitate the Card Not Present Charge has already been provided directly by the Cardmember. In this scenario, you are not required to have the Cardmember re-enter the Transaction Data.

Transaction Data

All information required by American Express evidencing one or more Transactions, including information obtained at the point of sale, information obtained or generated during Authorization and Submission, and any Chargeback.

All valid Transactions begin with a Cardmember's purchase at the point of sale. Whether the physical Card is used to facilitate a Card Present Charge, or the Cardmember provides his or her Cardmember Information over the phone, via mail order, or the internet, the Transaction must not be completed without the Card and/or information provided by the Cardmember.

To accept the Card for Charges at your Establishments, at the point of sale, you must:

- clearly and conspicuously, disclose all material terms of sale prior to obtaining an Authorization, and
- clearly and conspicuously inform Cardmembers at all points of interaction (e.g., sales conducted in person, over the internet, mobile or via mail or telephone order) what Entity is making the sales offer, so that the Cardmember can clearly distinguish you from any other party involved in the interaction (e.g., a vendor of goods or provider of services you may engage, or another Merchant seeking to conduct business with the Cardmember).

The Transaction Data you collect to facilitate the Charge must be, or have been, provided directly to you by the Cardmember.

You must not accept or have accepted Transaction Data from, nor shall you provide or have provided Transaction Data to, any third parties other than your Covered Parties. If you fail to comply with this requirement, you may be assessed non-compliance fees and/ or have your Card acceptance privileges at your Establishments suspended or disentitled.

4.5 Processing an In-Person Charge

American Express offers a variety of fraud prevention solutions that can be enabled at the point of sale. Contact your Merchant Services Provider for information related to fraud prevention solutions that may be available for your use.

In-Person Charges refer to Charges in which the Card and Cardmember are present at the point of sale. An example of this is when a Cardmember presents a Card to the Merchant at a retail store.

For all In-Person Charges, the Card must be presented. There are several ways in which an In-Person Charge can be conducted. The steps taken vary according to how the following two types of In-Person Charges are conducted:

- electronic Charges
- key-entered Charges

4.5.1 Electronic Charges

Electronic POS Systems automatically capture required information from the Card so it can be used to request Authorization for the Charge. Electronic charges can be conducted in a variety of ways depending on the type of Card presented.

- Magnetic Stripe Cards – contain Cardmember and Card account information on the stripe on the back of the Card, or in a contactless Chip embedded in the Card.
- Chip Cards – contain a Chip on which data is stored (including Cardmember and Card account information), which the POS System can read in order to guide the processing of the Transaction.
- Mobile Devices – An Issuer approved and American Express recognized electronic device (including but not limited to, a mobile telephone, tablet, or wearable device) that is enabled to initiate a Digital Wallet Payment Transaction.

Some Magnetic Stripe, Chip Cards, and Mobile Devices may be read over the contactless interface of the POS System. The Charge Record is then created from the information captured during the electronic Charge.

You must work with your Merchant Services Provider if you have questions about your POS System's capabilities.

4.5.1.1 Magnetic Stripe Card Charges

When presented with a Card at the point of sale, you must:

1. Verify that the Card is not visibly altered or mutilated (see [Chapter 9, "Fraud Prevention"](#) for additional information),
2. Capture Magnetic Stripe data by swiping the Card (unless the Charge was already initiated by waving the contactless Chip Card in close proximity to the POS System as described in [Subsection 4.5.1.3, "Contactless Chip Card Charges"](#)),
3. Obtain an Authorization Approval,
4. Verify the Card's Expiration Date,
5. Match the Card Number and the Expiration Date on the Card to the same information on the Charge Record, and
6. Ensure the name that prints on the Charge Record matches the name on the front of the Card.*
7. If you choose or are required by Applicable Law to obtain a Cardmember signature, see [Subsection 4.5.1.2.1, "Obtaining Signature for In-Person Charges"](#).

* Except when the Cardmember name is not captured on the Charge Record or for Prepaid Cards that do not show a name on their face.

If you encounter an In-Person Transaction that raises concern, refer to [Subsection 4.5.3, "Actions for In-Person Charges"](#) and proceed accordingly.

Only the person whose name appears on an American Express Card is entitled to use it. Cards are not transferable.

4.5.1.2 Contact Chip Card Charges

When presented with a Chip Card to be inserted into a Chip Card reader, you must:

1. Verify that the Card is not visibly altered or mutilated (see [Chapter 9, "Fraud Prevention"](#) for additional information).
2. Capture Chip Card Data by inserting the Card into the Chip Card reader.

In the case of Chip and PIN Transactions, if the PIN is not validated, you may be liable for Chargebacks unless your Establishment and the Charge qualify for the No PIN Program (see [Section 4.17, "No PIN Program"](#)).

The POS System will advise Cardmembers to enter their PIN (a Chip and PIN Charge) or complete the Transaction without a PIN. You can also set your POS System to prompt the Cardmember to sign for the Charge (a Chip and signature Charge). See [Subsection 4.5.1.2.1, "Obtaining Signature for In-Person Charges"](#).

For Chip and PIN Charges: Cardmembers will enter their PIN into the POS System using the keypad. If the Chip and PIN Charge is unable to be completed due to a technical problem, the POS System will show an error message. Follow the procedures for a swiped Charge in [Subsection 4.5.1.1, "Magnetic Stripe Card Charges"](#). Failure to validate the PIN, when required, can render you liable for Chargebacks if the Cardmember disputes the Charge. Validating a PIN may not be required if your Establishment and the Charge qualify for the No PIN Program (see [Section 4.17, "No PIN Program"](#) for additional information).

3. Obtain an Authorization Approval.
4. Verify the Card's Expiration Date.
5. Match the Card Number and the Expiration Date on the Card to the same information on the Charge Record, and
6. Ensure the name that prints on the Charge Record matches the name on the front of the Card.*
7. If you choose or are required by Applicable Law to obtain a Cardmember signature, see [Subsection 4.5.1.2.1, "Obtaining Signature for In-Person Charges"](#).

* Except when the Cardmember name is not captured on the Charge Record or for Prepaid Cards that do not show a name on their face.

If your POS Systems have not been upgraded to accept and process Chip and PIN Cards, and a Chip Card is presented, American Express may exercise Chargeback for counterfeit, lost, stolen, or non-received fraud. Contact your Merchant Services Provider for additional information regarding your POS System's capabilities.

If your POS Systems have been so upgraded and a Chip Card is presented:

- American Express may exercise Chargeback for lost, stolen, and non-received fraud if a Chip and PIN Card is presented and the Charge is facilitated as a Chip and Signature Charge.
- American Express will not exercise Chargeback for counterfeit, lost, stolen, or non-received fraud if, due to a technical problem with the terminal, you are unable to complete the Charge as a Chip Card Charge.

If you upgrade your POS System for Chip and PIN acceptance for Other Payment Products, then you must comply with the Technical Specifications and other requirements American Express makes available.

If you are presented with a Chip Card and manually key the Transaction, you may be subject to counterfeit, lost/stolen and non-received fraud Chargebacks.

4.5.1.2.1 Obtaining Signature for In-Person Charges

If you choose or are required by Applicable Law to obtain signature on a manual imprint, printed, or electronic Card Present Charge, you must:

1. Obtain signature and verify that the signature is identical to the name on the Card*, and

2. Compare the signature (when obtained) on the Charge Record with the signature on the Card.

* Except when the Cardmember name is not captured on the Charge Record or for Prepaid Cards that do not show a name on their face.

4.5.1.3 Contactless Chip Card Charges

Some Chip Card Charges involve transmission of payment information when the Card is waved in close proximity to a contactless reader. Merchants that choose to accept Contactless payments must comply with the current American Express contactless POS System requirements. Work with your Merchant Services Provider if you have questions related to Contactless Chip Card acceptance.

When presented with a Chip Card to be read via a contactless reader, you must:

1. Capture Magnetic Stripe or Chip Card Data using the contactless reader, and
2. Obtain an Authorization Approval.

For contactless Charges that are \$100 or less, a signature is not required. [Section 4.17, "No PIN Program"](#) does not apply to these Charges. For contactless Charges that are \$100 or less, your Merchant Services Provider will not exercise a counterfeit, lost, stolen, or non-received fraud Chargeback provided that Magnetic Strip or Chip Card Data was captured and an authorization approval was obtained.

For Charges above \$100, or if any of the following exclusions apply, follow the Card acceptance procedures outlined in either [Subsection 4.5.1.1, "Magnetic Stripe Card Charges"](#), [Subsection 4.5.1.2, "Contact Chip Card Charges"](#), or [Subsection 4.5.1.4, "Digital Wallet Payments"](#).

Exclusions:

- Prohibited Merchants or prohibited Transactions (or both) as defined in [Chapter 10, "Risk Evaluation"](#). See [Section 3.3, "Prohibited Uses of the Card"](#).
- High Risk Merchants as defined in [Section 10.3.1, "High Risk Merchants"](#).
- Merchants placed in American Express' Fraud Full Recourse Program.

4.5.1.4 Digital Wallet Payments

Digital wallets within a Mobile Device facilitate Transactions as follows:

- For a Digital Wallet Contactless-initiated Transaction, the Mobile Device completes a Card Present Charge by waving the device in close proximity to a contactless-enabled POS System.
- For a Digital Wallet Magnetic Secure Transmission Transaction, the Mobile Device completes a Card Present Charge by waving the device in close proximity to the magnetic swipe-enabled POS System.
- For a Digital Wallet Application-initiated Transaction, the Mobile Device completes a Card Not Present Charge (typically made online) using a software application within the Mobile Device and not the contactless payment application.

When presented with a Mobile Device for a Card Present Charge, you should:

1. Capture Magnetic Stripe or Chip Card data by having the Cardmember wave the Mobile Device in close proximity to the contactless reader or magnetic swipe-enabled POS System. If you choose to accept contactless payments, you should consult with your Merchant Services Provider to ensure compliance with the current American Express contactless POS System requirements.
2. Obtain an Authorization Approval.
3. If you choose or are required by Applicable Law, obtain a signature, see [Subsection 4.5.1.2.1, "Obtaining Signature for In-Person Charges"](#).

Mobile Devices do not have the same security features as a traditional plastic Card. For instance, the screens on the Mobile Device may not display all the digits of the Card Number and expiration date, or the Cardmember name. Likewise, there may not be a CID visible on the handset screen.

4. If applicable, have the Cardmember complete a Consumer Device Cardholder Verification Method (CDCVM) on contactless initiated Transactions.
5. Continue to include an indicator in the Authorization that the Transaction is a contactless Transaction, if applicable.
6. If a Mobile Device initiated Transaction cannot be processed for any reason, you should request that the Cardmember provide the companion physical Card and complete the Transaction by following the relevant Card acceptance procedures outlined in:
 - [Subsection 4.5.1.1. "Magnetic Stripe Card Charges"](#), or
 - [Subsection 4.5.1.2. "Contact Chip Card Charges"](#).

For Application-initiated Transactions, you should follow Card Not Present Charge policy as described in [Section 4.7. "Processing a Card Not Present Charge"](#).

For a Transaction to be recognized as Digital Wallet Application-initiated Transaction, you should:

1. Consult with your Merchant Services Provider to arrange for certification for Digital Wallet Application-initiated Transactions.
2. Include appropriate indicators in the Authorization and Submission that the Transaction is a Digital Wallet Application-initiated Transaction (see [Section 2.5. "Compliance with the Technical Specifications"](#)).

4.5.2 Key-Entered Charges

Only the person whose name appears on an American Express Card is entitled to use it. Cards are not transferable.

In-Person Charges that must be key-entered because the Magnetic Stripe cannot be read are more likely to be fraudulent. See [Chapter 9. "Fraud Prevention"](#) to learn how to inspect the Card and for procedures to follow when you suspect fraud. Transactions that are manually key-entered when a Chip Card is presented may be subject to counterfeit, lost/stolen and non-received Chargebacks in the event of a fraud dispute. To minimize your risk of Chargebacks, avoid manually key-entered Transactions whenever possible.

There are instances when you may need to key-enter an In-Person Charge. This occurs most often when the POS System cannot read the Card.

If the Card cannot be read electronically, and you wish to key-enter the Transaction, then you must:

1. Verify that the Card is not visibly altered or mutilated,
2. Key-enter the data,
3. Obtain an Authorization Approval,
4. Verify the Card's Expiration Date,
5. Match the Card Number and the Expiration Date on the Card to the same information on the Charge Record, and
6. Validate the Card's presence by taking an imprint of the Card (the imprint is for your records). Failure to validate the Card's presence by taking an imprint of the Card can render you liable for Chargebacks if the Cardmember disputes the Charge.

* Except when the Cardmember name is not captured on the Charge Record or for Prepaid Cards that do not show a name on their face.

You may still be subject to other fraud Chargebacks, including counterfeit, lost, stolen, and non-received for manually key-entered Transactions.

You may also validate the Card's presence by performing Card Identification (CID) verification. See [Subsection 9.10.1. "Card Not Present Fraud Tools"](#) for additional information.

Key-entered Charges that occur when a Chip Card is presented are subject to Chargeback for counterfeit, lost, stolen and non-received fraud.

Contact your Merchant Services Provider for additional guidance or to obtain information on fees assessed on Key-entered Charges.

4.5.3 Actions for In-Person Charges

The following table describes the course of action required during an In-Person Transaction process:

If	Then
The Card is obviously altered or counterfeit.	Do not accept the Card.
The Cardmember is attempting to use the Card outside of its Valid Dates. Note: Cards are valid through the last day of the month on the front of the Card.	Do not accept the Card. Advise the Cardmember to contact the customer service number on the back of the Card.
It appears that someone other than the Cardmember is attempting to use the Card.	Do not accept the Card. Indicate that the Cards are non-transferable and that only the Cardmember is permitted to use the Card.
The signature does not match the name on the Card.	Contact your Merchant Services Provider with a Code 10.
You are unable to obtain Authorization electronically.	Contact your Merchant Services Provider to obtain an Authorization.
The Authorization is Declined.	Do not accept the Card and follow your internal policies for handling various Authorization responses. See Section 5.7, "Possible Authorization Responses" .
The customer presents an unsigned Card.	An unsigned Card is invalid. Show customer that the Card is not signed. Ask the customer to sign the Card and also request photo identification (ID) such as a valid driver's license or passport to compare the signatures.
The customer's signature on the Charge Record does not appear to match the customer's signature on the Card.	Contact your Merchant Services Provider with a Code 10, or if you prefer, simply decline to accept the Card.
The Card Numbers and Valid Dates on the Card do not match the Charge Record.	
The name on the Charge Record does not match the name on the Card (except in the case of a Prepaid Card which may not show a name on its face).	
The appearance of the Card, or the actions of the customer appear suspicious.	

4.6 Customer Activated Terminals

Charges for purchases at Customer Activated Terminals (CATs) will be accepted provided you meet the requirements for Charge Records as detailed in [Section 4.8, "Charge Records"](#) as well as comply with the *Technical Specifications* (see [Section 2.5, "Compliance with the Technical Specifications"](#)). You must also follow any additional requirements in order for us to accept Charges for purchases at your CATs. Please contact your Merchant Services Provider for additional information on CAT requirements.

You must include:

- Full Magnetic Stripe data stream or Chip Card Data in all Authorization requests, and
- a CAT indicator on all Authorization requests and Submissions.

4.7 Processing a Card Not Present Charge

In situations where goods are ordered through a Card Not Present channel and the goods are picked up at a physical location by the Cardmember, we recommend that you ask to see the Card used to make the purchase, obtain a Cardmember signature on the pick-up form, and obtain proof verifying the Cardmember's identity before releasing the goods. For other Fraud Prevention strategies, see [Chapter 9, "Fraud Prevention"](#).

Mail orders, telephone orders, and Internet Orders increase your business opportunities, but such Card Not Present Charges do not provide you the opportunity to inspect the physical Card. For these Card Not Present Charges, fraud might be difficult for you to detect.

You must:



Obtain Cardmember Information as described below



Obtain an Authorization Approval



Submit the Charge to American Express

For Card Not Present Charges, you must create a Charge Record as described in [Section 4.8, "Charge Records"](#). The information you must obtain in order to proceed with the Transaction includes:

- Card Number or Token, and
- Card or Token Expiration Date.

In addition, it is recommended that you ask for:

- name as it appears on the Card,
- Cardmember's billing address, and
- ship-to address, if different from the billing address.

American Express has the right to Chargeback for any Card Not Present Charge that the Cardmember denies making or authorizing. American Express will not Chargeback for such Charges based solely upon a Cardmember claim that he or she did not receive the disputed goods if you have:

- verified the address to which the goods were shipped was the Cardmember's full billing address, and
- provided Proof of Delivery signed by the Cardmember or an authorized signer of the Card indicating the delivery of the goods or services to the Cardmember's full billing address.

American Express will not be liable for actual or alleged fraudulent Transactions over the internet and American Express will have the right to Chargeback for those Charges.

For Internet Orders, you must:

- use any separate Merchant Numbers established by your Merchant Services Provider for Internet Orders in all your requests for Authorization and Submission of Charges, and
- provide your Merchant Services Provider written notice of any change in your internet address, in accordance with your Merchant Services Provider's instructions.

Additionally, if a Disputed Charge arises involving a Card Not Present Charge that is an Internet Electronic Delivery Charge, American Express may exercise Chargeback for the full amount of the Charge.

Ensure that your Proof of Delivery includes a courier receipt with the following information at minimum:

- date merchandise was delivered,
- full name of recipient, and
- full shipping address (e.g., suite or apartment number, city, state/province, zip/postal code, country).

When providing Proof of Delivery, a signature from the Cardmember or an authorized signer of the Card is not required.

Contact your Merchant Services Provider for additional information and guidance on processing Card Not Present Charges.

If you ship goods to an alternate address, we recommend that you keep a record of this. Then you can show a record of previous undisputed Transactions which were shipped to this address.

4.8 Charge Records

You must create a Charge Record for every Charge. For each Charge submitted electronically, you must create an electronically reproducible Charge Record, that complies with the *Technical Specifications*. See [Section 2.5, "Compliance with the Technical Specifications"](#).

The Charge Record (and a copy of the customer's receipt) must disclose the Authorization Approval code and your return and/or cancellation policies. See [Section 4.11, "Return and Cancellation Policies"](#) for additional information.

If the Cardmember wants to use different Cards for payment of a purchase, you may create a separate Charge Record for each Card used. However, if the Cardmember is using a single Card for payment of a purchase, you must not divide the purchase into more than one Charge, nor create more than one Charge Record except in the case of Split Shipment Transactions. See [Section 4.22, "Split Shipment Transactions"](#).

For all Charge Records, you must:

1. Submit the Charge to your Merchant Services Provider for payment.
2. Retain the original Charge Record (as applicable) and all documents evidencing the Charge, or reproducible records thereof, for twenty-four (24) months. See [Chapter 8, "Protecting Cardmember Information"](#) for additional information.
3. Provide a copy of the Charge Record to the Cardmember.

You may be able to create more than one Charge Record if the purchase qualifies for a Delayed Delivery Charge. See [Section 4.16, "Delayed Delivery Charges"](#).

Pursuant to Applicable Law, truncate the Card Number and do not print the Card's Expiration Date on the copies of Charge Records delivered to Cardmembers. Truncated Card Number digits must be masked with replacement characters such as "x," "*", or "#," and not blank spaces or numbers. Here is an example of a Charge Record with a truncated Card Number.

Rocco's Pizza	
123 Brighton Beach Ave 1-800-867-5309	
THE NATION'S FINEST	
Emp:	Rg: 1 Printed: 12:06 PM
Card Type: AMEX XXXXXXXXXXXXX1002 XX/XX	
Authorization Code: 592052	
Reference Number: 1002	
Date: 10/2/2015 12:06 PM	
AMOUNT:	\$10.50
TIP:	_____
TOTAL:	_____
Signature _____	
I agree to pay the above total according to the card holder agreement	
Chk# 19	

4.9 Processing a Credit

A Credit may occur when a Merchant processes a refund for purchases or payments made on the Card.

Follow these steps to issue a Credit:

1. Create a Credit Record.
2. Compare the last four digits on the Charge Record against the Card presented (when applicable).
3. Have the Cardmember sign the Credit Record (optional).
4. Provide a copy of the Credit Record to the Cardmember.

You must submit Credits to your Merchant Services Provider within seven (7) days of determining that a Credit is due and create a Credit Record that complies with your Merchant Services Provider's requirements (see [Section 4.10, "Credit Records"](#) for additional information). You must not issue a Credit when there is no corresponding Charge, nor issue a Credit in exchange for cash or other consideration from a Cardmember.

You must submit all Credits under the Merchant Number of the Establishment where the Charge originated.

A Credit must be issued in the currency in which the original Charge was submitted to your Merchant Services Provider.

You must issue Credits to the Card used to make the original purchase; however, if the Credit is for the return of a gift by someone other than the Cardmember who made the original purchase, apply your usual refund policy.

If the Cardmember indicates that the Card on which the purchase was originally made is no longer active or available, do the following:

- For all Cards except Prepaid Cards, advise the Cardmember that you must issue the Credit to that Card. If the Cardmember has questions, advise him or her to call the customer service number on the back of the Card in question.
- If the inactive or unavailable Card is a Prepaid Card, apply your usual refund policy for returns.

Contact your Merchant Services Provider for additional information and guidance on processing Credits.

4.10 Credit Records

You must create a Credit Record for any Credit that you issue. For each Credit submitted electronically, you must create an electronically reproducible Credit Record, and the Credit must comply with the *Technical Specifications*. See [Section 2.5, "Compliance with the Technical Specifications"](#).

If you submit Credits on paper, you must create a Credit Record containing all of the following required data:

- full Card Number and Expiration Date (pursuant to Applicable Law), and if available, Cardmember name,
- the date the Credit was issued,
- the amount of the Credit,
- your Establishment name and address and, if applicable, store number, and
- your Merchant Number.

For all Credit Records, you must:

1. Submit the Credit through your Merchant Services Provider.
2. Retain the original Credit Records (as applicable) and all documents evidencing the Transaction, or reproducible records thereof, for twenty-four (24) months from the date you submitted the corresponding Credit.
3. Provide a copy of the Credit Record to the Cardmember.

The retention time frame for Credit Records is twenty-four (24) months from the date you submitted the corresponding Credit to your Merchant Services Provider.

Pursuant to Applicable Law, truncate the Card Number and do not print the Card's Expiration Date on copies of Credit Records delivered to the Cardmember.

Contact your Merchant Services Provider for additional information and guidance on submission of Credit Records.

4.11 Return and Cancellation Policies

Post your return, exchange, and cancellation policies in various places at your Establishment, including:

- signs near the cash registers,
- on the Charge Record/ sales slip the customer signs,
- in any contract the Cardmember signs, and
- in terms and conditions of purchase on your website with "I accept" functionality.

For example, if your return policy is that the customer can return merchandise accompanied by a receipt for a full refund within thirty (30) days of the purchase, ensure this policy is coded to print on all receipts and copies of Charge Records.

It is recommended that you submit Credits the day the cancellation is received from the Cardmember.

Your return and cancellation policies must be fair and clearly disclosed at the time of sale in compliance with Applicable Law. Your policies must be conveyed to the Cardmember prior to completion of the Charge and printed on a copy of a receipt, Charge Record, or otherwise provided to a Cardmember in writing.

You must not give cash refunds to Cardmembers for goods or services they purchase on the Card, unless required by Applicable Law. Your refund policy for purchases on the Card must be at least as favorable as your refund policy for purchases made with Other Payment Products or other payment methods.

Return Policy recommendations:

Provide clear return instructions for your customers, including the following information:

- customer service telephone number,
- reference number for the return,
- expected processing time for the Credit, and
- return address, preferably on a pre-formatted shipping label (if applicable).

Cancellation Policy recommendations:

Document cancellation policy and terms and conditions on the contract the Cardmember signs, or on your website, as applicable. Provide Cardmember with a cancellation number that can be tracked in your records.

4.11.1 Return Policy for Prepaid Products

An example of a prepaid product return policy that is different from your standard return policy is if you allow returns or exchanges on store merchandise but sales of prepaid products are final.

This section applies to Merchants who accept the Card for the purchase of any prepaid product (Prepaid Cards, non-American Express branded stored value or gift cards, or both). If your return policy for the purchase of prepaid products is different from your standard return policy, notwithstanding the requirements listed in [Section 4.11, "Return and Cancellation Policies"](#), you must ensure that such prepaid product-specific return policy is clearly disclosed to the Cardmember at the time of purchase and also coded to print on all receipts and copies of Charge Records you provide to Cardmembers.

4.12 Processing Transactions for Specific Industries

Most policies and procedures in the *Merchant Operating Guide* are applicable to all Merchants, regardless of industry. Some Merchants classified in specific industries, however, are subject to additional policies and procedures. These policies and procedures are contained in [Chapter 12, "Specific Industries"](#).

4.13 Reserved

4.14 Advance Payment Charges

Advance Payment Charge

A Charge for which full payment is made in advance of a Merchant providing the goods and/or rendering the services to a Cardmember.

Purchases involving Advance Payment Charges generally carry a higher level of risk than other Charges, due to the fact that goods and services are not provided at the time the Charge is processed.

Check your Merchant Services Provider's policies for withholding settlement for part or all of such Charges until it is determined that the risk has diminished.

To minimize your risk of a Disputed Advance Payment Charge, always:

- clearly disclose all reservation, sales, cancellation, and refund policies (see [Section 4.11, "Return and Cancellation Policies"](#)), and
- retain a copy of the Cardmember's written consent, including a detailed description and expected delivery date of the goods and/or services to be provided in a format that easily allows you to respond to an Inquiry.

You must follow these procedures if you offer Cardmembers the option or require them to make Advance Payment Charges for the following types of goods and/or services:

- Custom-orders (e.g., orders for goods to be manufactured to a customer's specifications)
- Entertainment/ticketing (e.g., sporting events, concerts, season tickets)
- Tuition, room and board, and other mandatory fees (e.g., library fees) of higher educational institutions
- Travel-related services (e.g., tours, guided expeditions)

For an Advance Payment Charge, you must:

- State your full cancellation and refund policies, clearly disclose your intent and obtain written consent from the Cardmember to bill the Card for an Advance Payment Charge before you request an Authorization. The Cardmember's consent must include:
 - his or her agreement to all the terms of the sale (including price and any cancellation and refund policies), and
 - a detailed description and the expected delivery date of the goods and/or services to be provided.
- Obtain an Authorization Approval.
- Complete a Charge Record. If the Advance Payment Charge is a Card Not Present Charge, you must also:
 - ensure that the Charge Record contains the words "Advance Payment" (see [Section 4.8, "Charge Records"](#)), and
 - within twenty-four (24) hours of the Charge being incurred, provide the Cardmember written confirmation (e.g., email or facsimile) of the Advance Payment Charge, the amount, the confirmation number (if applicable), a detailed description and expected delivery date of the goods and/or services to be provided and details of your cancellation/refund policy.

If you cannot deliver goods and/or services (e.g., because custom-ordered merchandise cannot be fulfilled), and if alternate arrangements cannot be made, you must immediately issue a Credit for the full amount of the Advance Payment Charge which cannot be fulfilled.

In addition to other Chargeback rights, American Express may exercise Chargeback for any Disputed Advance Payment Charge or portion thereof if, in American Express' sole discretion, the dispute cannot be resolved in your favor based upon unambiguous terms contained in the terms of sale to which you obtained the Cardmember's written consent.

4.15 Aggregated Charges – Internet

Aggregated Charge

A Charge that combines multiple small purchases or refunds (or both) incurred on a Card into a single, larger Charge before submitting the Charge for payment.

To minimize your risk of a Disputed Charge with Aggregated Charges, always:

- confirm to the Cardmember the Aggregated Charge amount and individual purchase details (and/or refund as applicable) at check-out, and
- in the email confirmation, advise where the Cardmember can find additional information about their purchases (and/or refunds as applicable).

If you are classified in an internet industry, you may process Aggregated Charges provided the following criteria are met:

- Clearly disclose your intent and obtain written consent from the Cardmember that their purchases or refunds (or both) on the Card may be aggregated and combined with other purchases or refunds (or both) before you request an Authorization.
- Each individual purchase or refund (or both) that comprises the Aggregated Charge must be incurred under the same Merchant Number and on the same Card.
- Obtain a pre-Authorization of no more than USD \$15 (fifteen United States Dollars) or its equivalent in local currency . See [Section 5.11, "Pre-Authorization"](#) for additional information.
- Create a Charge Record for the full amount of the Aggregated Charge. For more information on Charge Records, see [Section 4.8, "Charge Records"](#).
- The amount of the Aggregated Charge must not exceed USD \$15 or the amount for which you obtained pre-Authorization.
- Submit each Charge Record in accordance with [Section 6.5, "Submission Requirements – Electronic"](#). For the purposes of [Section 6.5, "Submission Requirements – Electronic"](#), a Charge will be deemed "incurred" on the date of the first purchase (and/or refund as applicable) that comprises the Aggregated Charge.
- Provide the Cardmember with an email containing:
 - the date, amount, and description of each individual purchase (and/or refund as applicable) that comprises the Aggregated Charge, and
 - the date and the amount of the Aggregated Charge.

4.16 Delayed Delivery Charges

To minimize your risk of a Disputed Charge with Delayed Delivery Charges, always:

- clearly disclose all sales and refund policies (see [Section 4.11, "Return and Cancellation Policies"](#)), and
- retain a copy of the Cardmember's written consent in a format that easily allows you to respond to an Inquiry.

To accept the Card for Delayed Delivery Charges, you must:

- Clearly disclose your intent and obtain written consent from the Cardmember to perform a Delayed Delivery Charge before you request an Authorization,
- Obtain a separate Authorization Approval for each of the two Delayed Delivery Charges on their respective Charge dates,
- Clearly indicate on each Delayed Delivery Charge Record that the Charge is either for the deposit or for the balance of the Delayed Delivery Charge,
- Submit the Delayed Delivery Charge Record for the balance of the purchase only after the goods have been shipped, provided or services rendered,
- Submit each Delayed Delivery Charge Record in accordance with [Section 6.5, "Submission Requirements – Electronic"](#). For the purposes of [Section 6.5, "Submission Requirements – Electronic"](#), the Charge will be deemed "incurred":
 - for the deposit – on the date the Cardmember agreed to pay the deposit for the purchase.
 - for the balance – on the date the goods are shipped, provided or services are rendered.
- Submit and Authorize each Delayed Delivery Charge under the same Merchant Number, and
- Treat deposits on the Card no differently than you would treat deposits on all Other Payment Products.

4.17 No PIN Program

The No PIN Program does not provide protection against all Chargebacks. Even if an Establishment and Charge qualify under the No PIN Program, you may still be subject to Chargeback for reasons unrelated to your failure to obtain a PIN from the Cardmember at the point of sale. Consult with your Merchant Services Provider for more information about Disputed Charges and Chargebacks.

You may participate in American Express' No PIN Program. The No PIN Program allows Merchants not to request a signature or a PIN from Cardmembers on the Charge Record.

To qualify for the No PIN Program, both the Establishment and each Charge must meet the following criteria:

Merchant criteria:

If you are classified in an industry that accepts In-Person Charges, then you may participate in the No PIN Program with the exception of the following categories:

- Merchants who do not conduct In-Person Charges (i.e., internet, mail order or telephone order).
- Prohibited Merchants or prohibited Transactions (or both) as defined in [Chapter 10. "Risk Evaluation"](#). See also [Section 3.3. "Prohibited Uses of the Card"](#).
- High Risk Merchants (e.g., internet electronic services or nightclubs/lounges) as defined in [Section 10.3.1. "High Risk Merchants"](#).
- Merchants placed in American Express' Fraud Full Recourse Program.

Charge criteria:

- The amount or Charge must meet the established threshold.
- The Charge submission must include the appropriate indicator to reflect that the Card and the Cardmember were present at the point of sale.
- The Charge submission must include a valid Approval.

Under the No PIN Program, American Express will not exercise Chargeback for such Charges based solely on your Establishment's failure to obtain the Cardmember's PIN at the point of sale.

If disproportionate amounts or number of Disputed Charges are received under the No PIN Program, you must work to reduce the amount or number of Disputed Charges. If such efforts fail, American Express may place you in a Chargeback program and your Merchant Services Provider and/or American Express may modify participation in the No PIN Program or revoke or terminate your participation in the No PIN Program.

Note: Obtaining Cardmember signature on Card Present Transactions is optional to complete a Charge Record, and at your discretion, unless required by Applicable Law.

4.18 Recurring Billing Charges

To minimize your risk of Chargeback with Recurring Billing Charges, always:

- ensure updates are applied in a timely manner when notified of Cardmember cancellation or Card Number update, and
- obtain express consent from the Cardmember to continue billing after the end date of the contract.

For more tips on reducing Chargebacks, see [Chapter 11, "Chargebacks and Inquiries"](#).

Recurring Billing is an option offered to Cardmembers to make recurring Charges automatically on their Card. The Recurring Billing Charges are for a product or service the Cardmember agrees to pay periodically and automatically (e.g., membership fees to health clubs, magazine subscriptions, and insurance premiums).

If you offer Cardmembers the option to make Recurring Billing Charges, you must:

- obtain the Cardmember's express consent for you to bill the Card before submitting the first Recurring Billing Charge, and
- notify the Cardmember that he or she can cancel such consent at any time and provide contact details for canceling recurring billing.

In addition to other Chargeback rights, American Express may exercise Chargeback for any Charge which does not meet the requirements listed in this section. American Express may also exercise Chargeback, prior to sending you an Inquiry, if you process Recurring Billing Charges after having previously been notified that the Cardmember has canceled their consent for Recurring Billing Charges.

The method you use to secure such consent must contain a disclosure that you may receive updated Card account information from the Issuer.

Before submitting a Recurring Billing Charge, you must obtain Authorization and complete a Charge Record (see [Section 4.8, "Charge Records"](#)), except with the words "signature on file," if applicable, on the signature line and the appropriate electronic descriptor on the Charge Record. You must flag all requests for Authorization with a Recurring Billing indicator. For complete Authorization requirements, see [Chapter 5, "Authorizations"](#).

If the Agreement terminates for any reason, then you must notify all Cardmembers for whom you have submitted Recurring Billing Charges that you no longer accept the Card.

You must fulfill Cardmembers' requests that you discontinue the Recurring Billing Charges immediately and provide cancellation numbers to Cardmembers as proof of the cancellation.

The cancellation of a Card constitutes immediate cancellation of that Cardmember's consent for Recurring Billing Charges. You will not be notified of such cancellation, nor will your Merchant Services Provider or American Express have any liability to you arising from such cancellation.

If a Card is canceled, or if a Cardmember cancel consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember.

You must retain evidence of consent to receive updated Card account information from the Issuer for twenty-four (24) months from the date you submit the last Recurring Billing Charge.

If you offer Cardmembers the option to make Recurring Billing Charges, you must:

- ensure that your process for cancellation of Recurring Billing is simple and expeditious,
- clearly and conspicuously disclose all material terms of the option, including, if applicable, an initial notice of recurring billing, and the fact that Recurring Billing will continue until the option is canceled by the Cardmember,
- within twenty-four (24) hours of incurring the first Recurring Billing Charge, provide the Cardmember written confirmation (e.g., email or facsimile) of such Charge, including all material terms of the option and details of your cancellation/refund policy, and
- where the material terms of the option change after submission of the first Recurring Billing Charge, promptly notify the Cardmember in writing of such change and obtain the Cardmember's express written consent to the new terms prior to submitting another Recurring Billing Charge.

4.18.1 Introductory Offers

If you offer Cardmembers an option to make Recurring Billing Charges that include an Introductory Offer, you must comply with all requirements set forth in this [Section 4.18. "Recurring Billing Charges"](#) policy in addition to the following requirements:

- Clearly and conspicuously disclose all material terms of the Introductory Offer to the Cardmember, including a simple and expeditious cancellation process that allows the Cardmember to cancel before submitting the first Recurring Billing Charge.
- Obtain the Cardmember's express consent to accept the terms and conditions of the Introductory Offer.
- Send Cardmember a confirmation notification in writing upon enrollment in the Introductory Offer.
- Send Cardmember a reminder notification in writing before submitting the first Recurring Billing Charge, that allows the Cardmember a reasonable amount of time to cancel.

4.19 Processing Prepaid Cards



Prepaid Cards are available for a variety of uses: gifting, travel, incentive, etc. All American Express Prepaid Cards show the American Express "Blue Box" logo either on the face or back of the Prepaid Card. Prepaid Cards may or may not be embossed. Most Prepaid Cards can be used for both in-store and online purchases.

Prepaid Cards are valid through the date on the Card. Swipe or insert the Card at the point of sale just like any other Card. A Prepaid Card must be tendered for an amount that is no greater than the funds available on the Card.

- Instruct Cardmembers that, before making a purchase, they may check their remaining funds by:
 - calling the twenty-four (24) hour, toll-free number on the back of the Card,
 - checking online, or
 - using the mobile app offered by their Issuer (where available).
- Because Prepaid Cards are pre-funded, if you receive a Decline when seeking Authorization, ask the customer to go online, use their mobile app, or call the toll-free number on the back of the Card to confirm that the purchase price does not exceed the available funds on the Prepaid Card.
- If the Prepaid Card does not have enough funds to cover the purchase price, process a Split Tender Transaction or request an alternative form of payment.
- You must create a Charge Record for a Prepaid Card as you would any other Card.
- You may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or methods of payment. If the other payment method is an American Express Card then you are required to follow all provisions of the Agreement.
- Check with your Merchant Services Provider to determine if your POS System is set up for Split Tender functionality.

For information about processing Prepaid Cards, call the customer service number on the back of the Card in question.

4.20 Processing Travelers/Gift Cheques

American Express Travelers Cheques, Cheques for Two, and Gift Cheques are easy to accept provided that the cheque is an authentic American Express Travelers Cheque. See [Subsection 4.20.1, "Acceptance Procedures"](#).

Businesses can accept these cheques for payment. You can deposit Travelers Cheques, Cheques for Two and Gift Cheques directly into your Bank Account as they never expire.

Travelers Cheques

American Express Travelers Cheques are a widely used and travel currency. If they are ever lost or stolen, they can be replaced quickly and easily, almost anywhere in the world, usually within twenty-four (24) hours.

Travelers Cheques come in various denominations and currencies.

Gift Cheques

American Express Gift Cheques function like Travelers Cheques, and are available in \$10, \$25, \$50, and \$100 denominations only. Any Gift Cheque presented that is greater than \$100 is counterfeit. If you receive a Gift Cheque greater than \$100, do the following:

- Contact Travelers Cheque/Gift Cheque Customer Service at 1-866-296-5198.
- Do not accept it.
- Write the word "VOID" across the front of the counterfeit Cheque.

For further information, see [Chapter 9, "Fraud Prevention"](#).

4.20.1 Acceptance Procedures

Accepting American Express Travelers and Gift Cheques is easy:

- Watch your customer countersign in the lower left corner of the cheque, and compare the countersignature to the signature in the upper left corner for American Express Travelers Cheques and Gift Cheques. For Cheques for Two, the customer's countersignature must match either one of the two signatures on top.
- Validate Security Features – Validating these features will help reduce the acceptance of counterfeit cheques. See [Section 9.9, "Travelers Cheque and Gift Cheque Security Features"](#).
- Obtain authorization – American Express recommends obtaining an authorization to reduce the chances of accepting fraudulent cheques. American Express offers a variety of authorization tools. See authorization methods in the following table to determine your course of action:

If	Then
The signature and countersignature are a reasonable match (they look alike, but may not be identical)	Accept the cheque. There is no need to obtain any identification.
You suspect that the countersignature may be false, or you did not watch the customer countersign	Ask the customer to turn the cheque over and sign again across the left-hand side (in the same manner one typically endorses a cheque). Then take the cheque and fold up the bottom right-hand corner so that you can compare the original signature with the new one.
The signatures are not the same, or if there is a question regarding the validity of the cheque	Call the Travelers Cheque/Gift Cheque Customer Service at 1-866-296-5198.
You suspect that the Travelers cheque being presented is fraudulent	Use any of the following methods to verify that the cheque you are accepting is authentic: <ul style="list-style-type: none"> • Perform a smudge test (see Chapter 9, "Fraud Prevention" for details). • Obtain online Authorization at www.americanexpress.com/verifyamextc.

4.21 Property Damage to Accommodations and Other Rentals

If a Cardmember expressly consents to use the Card to pay for Property Damage Fees and/or smoking fees to a rented accommodation or equipment, you may accept the Card, provided you have complied with following conditions for payment for such fees, and we classify the rental as one of the following:

- Lodging accommodations
- Trailer parks and campground rental
- Motor home rental
- Boat rental
- Bicycle rental
- Motorcycle rental

- Equipment rental

Conditions for Payment for such fees:

- The Card was used as the original payment method for the accommodations or rental.
- You must provide in writing, to the Cardmember, an itemized list and description of the property and/or smoke damage which has occurred.
- Prior to submitting a Charge, you must obtain the Cardmember's agreement in writing¹ to:
 - Accept responsibility for the fees associated with the property and/or smoke damage.
 - Select American Express as the payment method for the fees associated with the property and/or smoke damage.
 - Accept the total amount for which the Cardmember is responsible, and that the final billed amount can be up to 15% more than the estimated amount. No amounts in excess of 115% of the disclosed amount shall be charged to the Cardmember's Card, without the express prior written consent of the Cardmember.
- You must obtain Authorization for the amount of the fees associated with the property and/or smoke damage each time a Charge is submitted.
- You must prepare a Charge Record separate from the Charge Record for the rental or lodging stay. You must adhere to all requirements outlined in [Chapter 4, "Transaction Processing"](#) for completion of the Charge Record. In addition, you must observe the following:
 - After the exact fee associated with the property and/or smoke damage has been determined and the Charge is ready for Submission, you must provide the Cardmember with an itemized summary; insert the amount on the Charge Record (in no event in excess of the estimated amount plus 15% agreed to by the Cardmember).
- In addition to the other Chargeback rights contained in the Agreement, we may exercise Chargeback rights with respect to any Charge for damages which is not submitted in accordance with all the procedures contained within the Agreement, including the provisions of this [Section 4.21, "Property Damage to Accommodations and Other Rentals"](#).
- You must not include the following in an Authorization Request or in a Charge Submission:
 - Losses due to theft of the equipment.
 - Losses due to theft of property or equipment from within a rental accommodation.
 - Loss of revenue due to the loss of use of the rental equipment or lodging accommodations.
- You must submit the Charge to us within 90 calendar days of check-out or rental return date.

4.22 Split Shipment Transactions

A split shipment Transaction occurs when a Cardmember makes a single purchase of multiple individually priced goods and the goods are delivered to the Cardmember in multiple shipments. Unit prices and items sold as a set must not be billed as separate Charges. You may obtain a single Authorization and submit multiple Charge Records for the purpose of completing a split shipment Transaction. The Authorization will be valid for up to seven (7) days after the Authorization date. [Section 5.3, "Authorization Time Limit"](#).

To accept the Card for split shipment Transactions, you must:

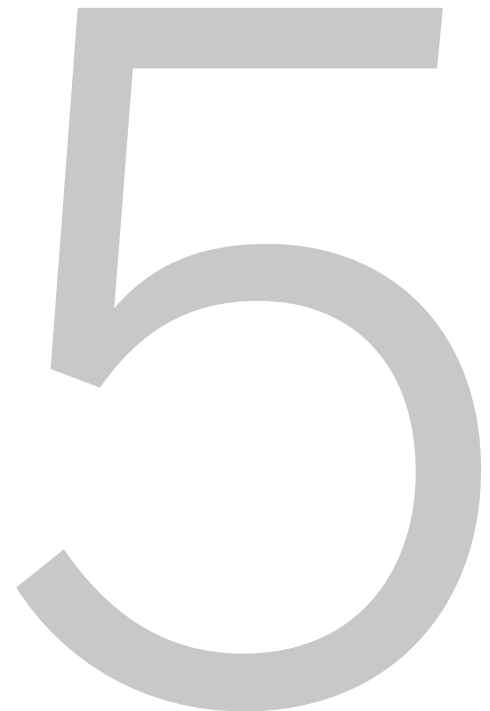
- State your full cancellation and refund policies;
- Advise the Cardmember of the Authorization amount that will be requested;
- Disclose and obtain the Cardmember's consent that the items from the purchase will be delivered separately and billed as separate Charges;

1. The Cardmember's consent must be provided in writing after the damages have occurred and without any threat or duress.

- Provide the estimated delivery date(s);
- Submit a Charge Record only after each item has shipped.

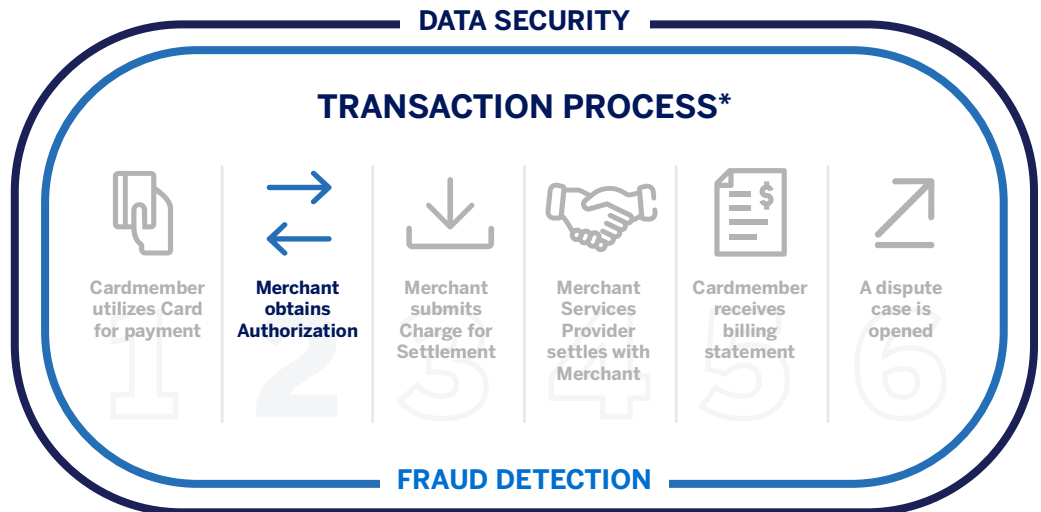
Authorizations

- 5.1 Transaction Process
- 5.2 The Purpose of Authorization
- 5.3 Authorization Time Limit
- 5.4 Estimated Authorization
- 5.5 Floor Limit
- 5.6 Authorization Process
- 5.7 Possible Authorization Responses
- 5.8 Obtaining an Electronic Authorization
- 5.9 Card Identification (CID) Number
- 5.10 Authorization Reversal
- 5.11 Pre-Authorization



5.1 Transaction Process

The Authorization process begins when you provide an Authorization request to your Merchant Services Provider. After requesting Authorization, you receive an Authorization response, which you use, in part, to determine whether to proceed with the Charge.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

5.2 The Purpose of Authorization

The purpose of an Authorization is to provide you with information that will help you determine whether or not to proceed with a Charge.

For every Charge, you are required to obtain an Authorization Approval except for Charges under a Floor Limit (see [Section 5.5, "Floor Limit"](#)).

The Authorization Approval must be for the full amount of the Charge except for Merchants and/or Transaction types that we classify in the industries listed in [Section 5.4, "Estimated Authorization"](#)

An Authorization Approval does not guarantee that (i) the person making the Charge is the Cardmember, (ii) the Charge is in fact valid or bona fide, (iii) you will be paid for the Charge, (iv) you will not be subject to a Chargeback, or (v) the Charge you submit will not be rejected.

5.3 Authorization Time Limit

Authorization Approvals for Charges are valid for seven (7) days after the Authorization date. You must obtain a new Approval if you submit the Charge to your Merchant Services Provider more than seven (7) days after the original Authorization date.

For Charges of goods or services that are shipped or provided more than seven (7) days after an order is placed, you must obtain an Approval for the Charge at the time the order is placed and again at the time you ship or provide the goods or services to the Cardmember.

The new Approval must be included in the Charge Record. If either of the Authorization requests is Declined, do not provide the goods or services or submit the Charge. If you do, you will be subject to a Chargeback.

For Estimated Authorization time frames see [Section 5.4, "Estimated Authorization"](#).

5.4 Estimated Authorization

We recommend that you perform an additional Authorization as soon as the Charge amount exceeds the original Authorization by the Estimated Authorization percentage in the table in this section as follows:

- For Authorizations obtained intermittently – at least once per day.
- For Authorizations for estimated amounts at the point the amount of costs incurred exceeds the Authorization for estimated amounts by more than Estimated Amount percentage.

If you are classified or it is determined that you operate in one of the following industries, then the following Estimated Authorization procedures apply where the final Charge amount is not known at the time of Authorization.

You may only obtain an Estimated Authorization in the industries listed below. Do not overestimate the Authorization amount. You must obtain the Cardmember’s consent to such estimated amount prior to requesting the Authorization.

You must submit the corresponding Charge as soon as you become aware of the full amount to be charged. For any amount of the Charge that exceeds the amount for which you obtained an Authorization you must obtain the Cardmember’s consent.

If the final amount of the Charge is:

- no greater than the amount for which you obtained Authorization plus the applicable Estimate Authorization percentage listed below of that amount, no further Authorization is necessary; or
- greater than the amount for which you obtained Authorization by more than the applicable Estimated Authorization percentage listed below of that amount, you must obtain a new Authorization. If you fail to obtain such Authorization, or your request for such Authorization is declined, American Express will have Chargeback rights for the amount in excess of the original Authorization amount plus the applicable Estimated Authorization percentage of that amount. For the avoidance of doubt, American Express will have Chargeback rights for the final amount of the Charge for reasons other than the failure to obtain an approved Authorization.

An Estimated Authorization is valid for the applicable Estimated Authorization time frame listed below. You must obtain a new Approval if you do not submit the Charge to us within the Estimated Authorization time frame.

For example, in the lodging industry:

If the Authorization was for \$1,000, and the total of purchases was no more than \$1,150, no further Authorization is necessary. However, if the total purchases were \$1,200, and you did not obtain additional Authorization, then we have Chargeback rights up to \$50.

Industry	Estimated Authorization Percentage	Estimated Authorization Time frame
Grocery (Card Not Present)	15%	Seven (7) days
Lodging (See Subsection 12.12.1)	15%	Duration of the stay plus seven (7) days
Restaurants and Bars*	30%	Seven (7) days
Retail (Card Not Present)	15%	Seven (7) days
Taxicabs and Limousines	20%	Seven (7) days
Vehicle Rentals (See Subsection 12.12.2)	15%	Duration of the rental agreement, plus seven (7) days

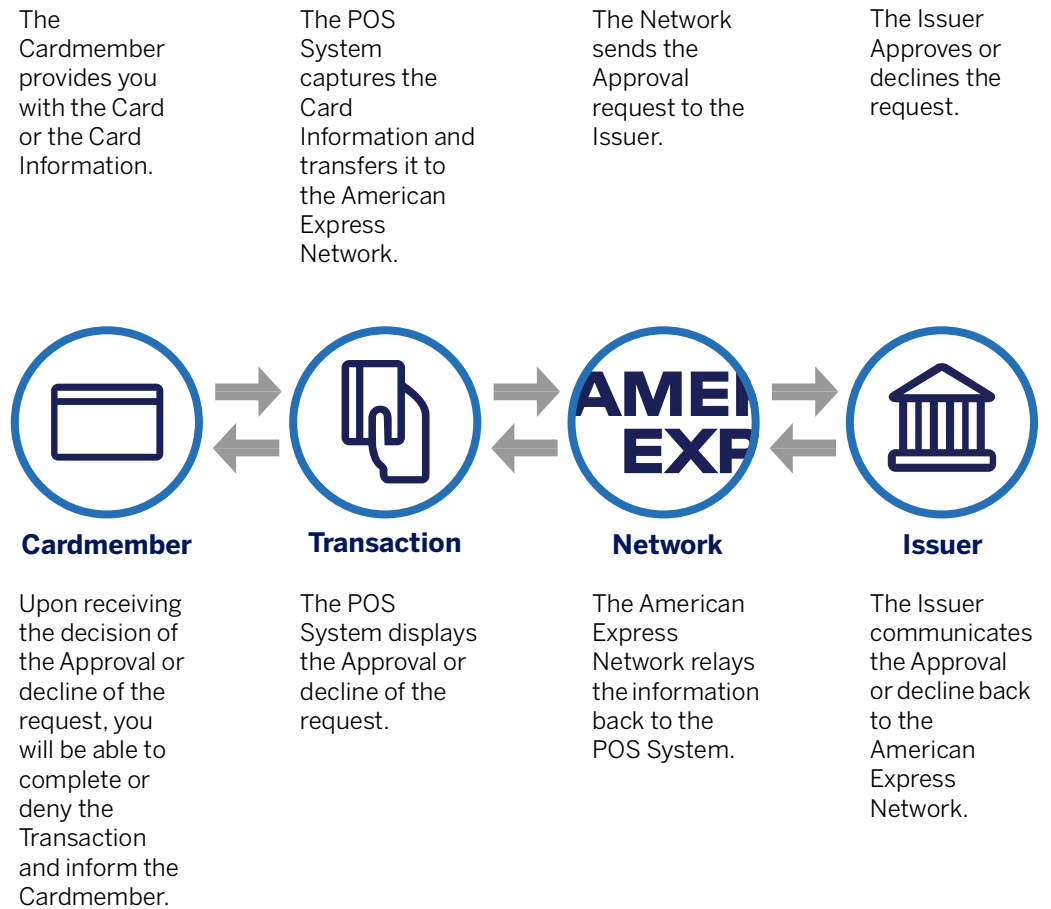
* The Estimated Authorization percentage for Prepaid Card and Debit Card Charges at Restaurants and Bars is 20%.

5.5 Floor Limit

American Express maintains a zero-dollar Floor Limit on all Charges regardless of the amount. If any one Charge, or series of Charges, made on the same day by any one Cardmember at the

Establishment, is equal to or greater than this Floor Limit, the Establishment must request Authorization.

5.6 Authorization Process



5.7 Possible Authorization Responses

Responses to your requests for Authorization are generated by Issuers and transmitted to you. The following are among the most commonly generated responses to your request for Authorization. The exact wording may vary so check with your Merchant Services Provider to determine what Authorization responses will display on your equipment.

Authorization Response	What It Means
Approved	The Charge is approved.
Partially Approved (for use with Prepaid Cards only)	The Charge is approved. The Approval is for an amount less than the value originally requested. The Charge must only be submitted for the approved amount. Collect the remaining funds due from the Cardmember via another form of payment. For Split Tender, you may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or methods of payment.
Declined or Card Not Accepted	The Charge is not approved. Do not provide the goods or services or submit the Charge. Inform the Cardmember promptly that the Card has been Declined. If the Cardmember has questions or concerns, advise the Cardmember to call the customer service telephone number on the back of the Card. Never discuss the reason for the Decline. If you submit the Charge after receiving a Decline, American Express may reject the Charge or you will be subject to a Chargeback.
Pick up	You may receive an Issuer point of sale response indicating that you must pick up the Card. Follow your internal policies when you receive this response. Never put yourself or your employees in unsafe situations. Contact your Merchant Services Provider for further information regarding a Pick Up Card response.

5.8 Obtaining an Electronic Authorization

Failure to comply with the *American Express Technical Specifications for Authorization* may impact your ability to successfully process Transactions. For example, we may not be able to issue an Authorization response or process the Charge at Submission (see [Section 6.5. "Submission Requirements – Electronic"](#)).

You must ensure that all Authorization requests comply with the *Technical Specifications* (see [Section 2.5. "Compliance with the Technical Specifications"](#)). If the Authorization request does not comply with the *Technical Specifications*, the Authorization was Declined, or for which no Approval code was obtained, American Express may reject the Submission or American Express may exercise a Chargeback. Contact your Merchant Services Provider for information about your obligations to comply with the *Technical Specifications*.

If the Card is unreadable and you have to key-enter the Charge to obtain an Authorization then you must follow the requirements for key-entered Charges. See [Subsection 4.5.2. "Key-Entered Charges"](#) for additional information.

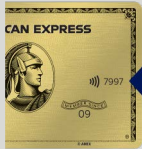
If you use an electronic POS System to obtain Authorization, the Approval must be printed automatically on the Charge Record.

Occasionally, obtaining an electronic Authorization may not be possible (e.g., due to POS System problems, System Outages, or other disruptions of an electronic Charge). In these instances, please work with your Merchant Services Provider.

5.9 Card Identification (CID) Number

Card Identification (CID) Number

CID is a four-digit number printed on the face of the Card.



The Card Identification (CID) Number provides an extra level of Cardmember validation and is part of the Authorization process. The CID Number is printed on the Card.

If, during the Authorization, a response is received that indicates the CID Number given by the person attempting the Charge does not match the CID Number that is printed on the Card, re-prompt the customer at least one more time for the CID Number. If it fails to match again, follow your internal policies.

Note: CID Numbers must not be stored for any purpose. They are available for real time Charges only. See [Chapter 8, "Protecting Cardmember Information"](#).

See [Chapter 9, "Fraud Prevention"](#) for more information on CID Numbers and CID Verification.

5.10 Authorization Reversal

It is a good practice to reverse an Authorization for an Approved Charge if you do not intend to submit a Charge to your Merchant Services Provider within the Authorization time limits. See [Section 5.11, "Pre-Authorization"](#). You may reverse an Authorization for a corresponding Charge by:

- initiating an Authorization reversal message, or
- Contacting your Merchant Services Provider for instructions on how to reverse an Authorization.

After a Charge Record has been submitted, an Authorization cannot be canceled or changed. For example, if you make an error in a Charge but have already submitted the Charge Record, you cannot systematically request a change in the Charge. You must instead, follow the procedures for Processing a Credit, as defined in [Section 4.9, "Processing a Credit"](#).

5.11 Pre-Authorization

A pre-Authorization is an Authorization request that you submit in advance of providing the goods or services, allowing you then to submit the Approved Charge (e.g., fuel pump CATs).

Submissions

- 6.1 Introduction
- 6.2 Transaction Process
- 6.3 Purpose of Submission
- 6.4 Submission Process
- 6.5 Submission Requirements – Electronic
- 6.6 Submission Requirements – Paper
- 6.7 How to Submit



6.1 Introduction

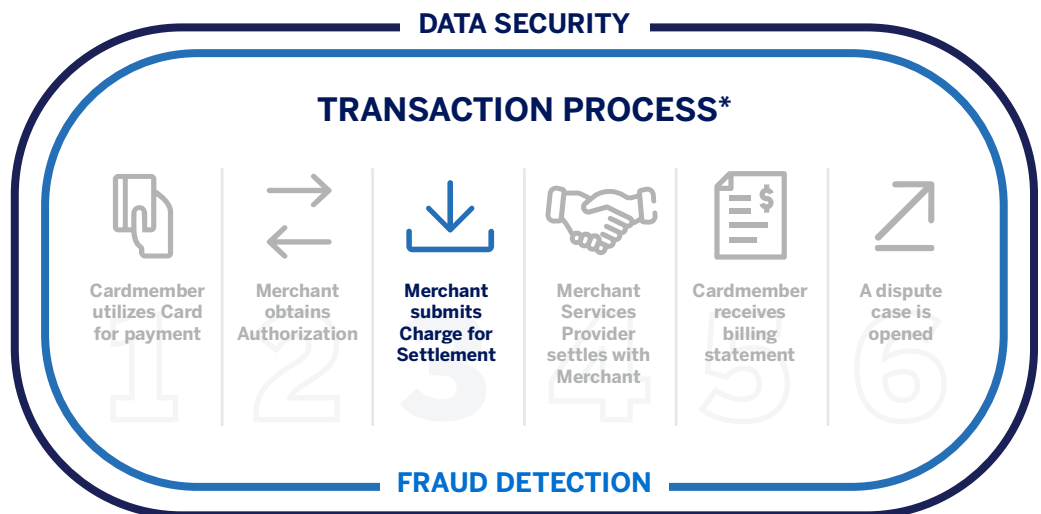
Merchants are familiar with commitments that keep their business running smoothly. One such commitment is to submit Transactions conducted at your Establishments to your Merchant Services Provider for payment.

Since payment cannot occur until the Transactions are submitted, you are encouraged to submit Transactions daily even though you have up to seven (7) days to do so.

See [Section 4.5, "Processing an In-Person Charge"](#) and [Section 4.9, "Processing a Credit"](#) for additional information.

6.2 Transaction Process

Collect Transactions during the business day and submit them to us, through your Merchant Services Provider, usually at the end of a day. If you have any Submission problems, contact your Merchant Services Provider.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

6.3 Purpose of Submission

After we receive the Submission, we process it and settle with your Merchant Services Provider. Your Merchant Services Provider will then settle directly with you in accordance with the payment plan, speed of payment, and payment method, you have arranged with them.

Transactions will be deemed accepted on a given business day if processed by us before the close of business.

Please contact your Merchant Services Provider for additional information on submitting Transactions, processing cutoff times, and payment procedures.

6.4 Submission Process

After you collect the Transactions during your business day, we encourage you to submit them to your Merchant Services Provider daily.



Following the instructions displayed in your POS System, you can submit your Transactions to be processed and Settled.

Payments cannot occur until the Transactions are Submitted, received, and processed through your Merchant Services Provider.

6.5 Submission Requirements – Electronic

For additional information about retaining information, see [Section 4.8, "Charge Records"](#) and [Section 8.4, "Standards for Protection of Cardmember Information"](#).

Besides impacting your Transaction processing, failure to comply with the *Technical Specifications* may increase your Disputed Charges. For instance, for a Card Not Present Charge, if you do not provide a customer service telephone number or webaddress, Cardmembers who do not recognize Charges, may initiate "no knowledge" Inquiries rather than contact you directly to identify the Charge.

You must submit Transactions electronically in accordance with your Merchant Services Provider's instructions.

When you transmit Charge Data and Transmission Data electronically, you must still complete and retain Charge Records and Credit Records.

A Submission or Batch must comply with the *American Express Merchant Operating Guide*, including the *Technical Specifications* (see [Section 2.5, "Compliance with the Technical Specifications"](#)). Failure to follow these requirements could result in a rejection of your Submission or Batch or delay in your payment (or both). If a Submission or Batch rejects, you may not be paid until the Submission or Batch is corrected and resubmitted. You must work with your Merchant Services Provider to correct the error, then resubmit. For Submissions which fail to comply with the *Technical Specifications*, American Express has the right to Chargeback.

You must submit Charges and Credits only in Mexican Pesos.

6.5.1 Charge Submissions

You must submit all Charges to your Merchant Services Provider within the Authorization requests. Charges are deemed "incurred" on the date the Cardmember indicates to you that they will pay for the goods or services purchased with the Card and for which you have received an Authorization Approval. Charges must not be submitted to your Merchant Services Provider until after the goods are shipped, provided, or the services are rendered. You must submit all Charges under the Establishment where the Charge originated.

For Aggregated Charges, the Charge must be submitted within seven (7) days of the date of the last purchase (and/or refund as applicable) that comprises the Aggregated Charge and for

which you have received an Authorization Approval. See [Section 4.15. "Aggregated Charges – Internet"](#) for additional information.

Delayed Delivery Charges and Advance Payment Charges may be submitted before the goods are shipped, provided, or the services are rendered. See [Section 4.16. "Delayed Delivery Charges"](#) and [Section 4.14. "Advance Payment Charges"](#) for additional information.

6.5.2 Credit Submissions

You must submit all Credits to your Merchant Services Provider upon determining that a Credit is due. You must submit each Credit under the Establishment where the Credit originated. Please contact your Merchant Services Provider for additional information regarding Credit submission requirements.

6.6 Submission Requirements – Paper

If, under extraordinary circumstances, you need to submit Transactions on paper, you must do so in accordance with instructions provided by your Merchant Services Provider.

6.7 How to Submit

Many POS Systems are equipped with a "batch out" key or similar functionality. Contact your Merchant Services Provider for information on the best way to submit a batch.

In many cases, your POS System will submit an Authorization request, process the Transactions, and automatically submit the Charge to your Merchant Services Provider. Contact your Merchant Services Provider for additional information regarding Transaction submission requirements.

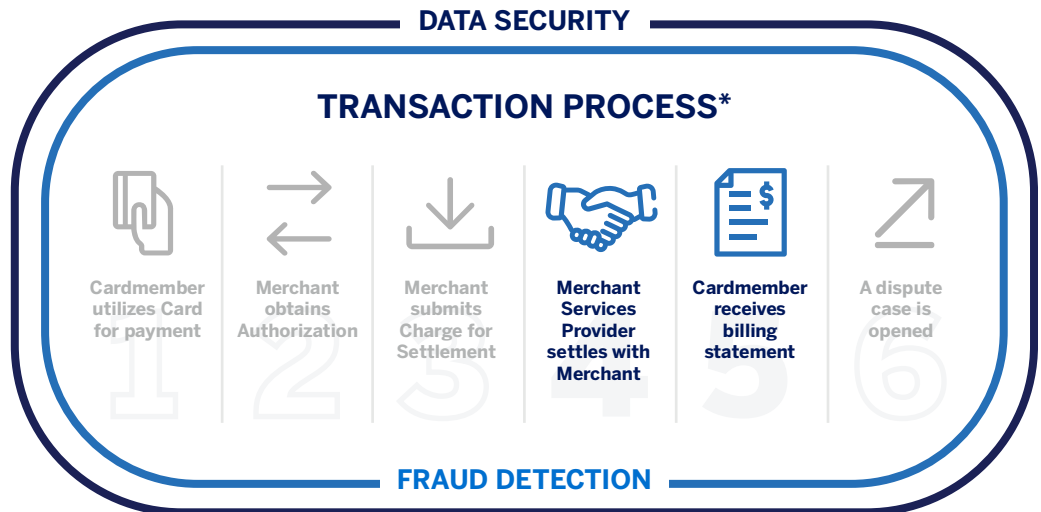
Settlement

- 7.1 Transaction Process
- 7.2 Settlement Amount
- 7.3 Payment Errors or Omissions
- 7.4 Collecting from Cardmembers



7.1 Transaction Process

After we receive a Submission file, we begin the process of settling. Settlement of payment from American Express will be made directly to your Merchant Services Provider.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

7.2 Settlement Amount

All settlement activity to you is the responsibility of your Merchant Services Provider and any questions or concerns should be directed to them for resolution.

7.3 Payment Errors or Omissions

Immediately notify your Merchant Services Provider of any error or omission in respect to your transactions or other fees or payments for Charges, Credits, or Chargebacks.

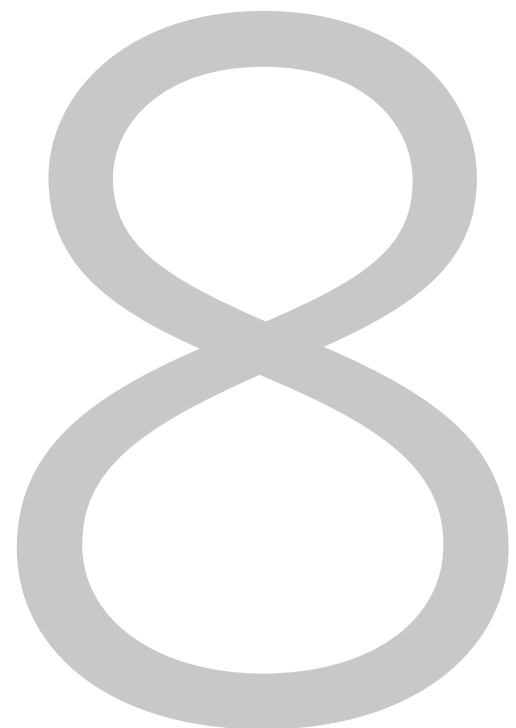
7.4 Collecting from Cardmembers

You must not bill or collect from any Cardmember for any purchase or payment made on the Card unless:

- Chargeback was exercised for such Charge,
- You have fully paid your Merchant Services Provider for such Charge, and
- You otherwise have the right to do so.

Protecting Cardmember Information

- 8.1 Data Security Requirements
- 8.2 Definitions
- 8.3 Targeted Analysis Program (TAP)
- 8.4 Standards for Protection of Cardmember Information
- 8.5 Data Incident Management Obligations
- 8.6 Reserved
- 8.7 Periodic Validation of Merchant Systems
- 8.8 Reserved
- 8.9 Disclaimer



8.1 Data Security Requirements

As a leader in consumer protection, American Express has a long-standing commitment to protect Cardholder Data and Sensitive Authentication Data, ensuring that it is kept secure.

Compromised data negatively impacts consumers, Merchants, and Issuers. Even one incident can severely damage a company's reputation and impair its ability to effectively conduct business. Addressing this threat by implementing security operating policies can help improve customer trust, increase profitability, and enhance a company's reputation.

American Express knows that you share American Express' concern and requires, as part of your responsibilities, that you comply with the data security requirements in the Agreement with your Merchant Services Provider and these Data Security Requirements.

These requirements apply to all your equipment, systems, and networks (and their components) on which encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) are stored, processed, or transmitted.

8.2 Definitions

For the purposes of this [Chapter 8, "Protecting Cardmember Information"](#), the following definitions apply:

Approved Scanning Vendors (ASVs) – An Entity that has been qualified by the Payment Card Industry Security Standards Council, LLC to validate adherence to certain PCI DSS requirements by performing vulnerability scans of internet facing environments. See [Section 8.7, "Periodic Validation of Merchant Systems"](#).

Attestation of Compliance (AOC) – A declaration of the status of your compliance with the PCI DSS, in the form provided by the Payment Card Industry Security Standards Council, LLC.

Attestation of Scan Compliance (AOSC) – A declaration of the status of your compliance with the PCI DSS based on a network scan, in the form provided by the Payment Card Industry Security Standards Council, LLC.

Card Number – The unique identifying number that the Issuer assigns to the Card when it is issued.

Cardholder Data – Has the meaning given in the then-current Glossary of Terms for the PCI DSS.

Cardholder Data Environment (CDE) – The people, processes, and technology that store, process, or transmit cardholder data or sensitive authentication data.

Compromised Card Number – An American Express Card account number related to a Data Incident.

Covered Parties – Any or all of your employees, agents, representatives, subcontractors, processors, Service Providers, providers of your point-of-sale (POS) equipment or systems, or payment processing solutions, Entities associated to your American Express merchant account, and any other party to whom you may provide Cardholder Data or Sensitive Authentication Data (or both) access in accordance with the Agreement.

Data Incident – An incident involving the compromise or suspected compromise of American Express encryption keys, or at least one American Express Card account number, in which there is:

- unauthorized access or use of Encryption Keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) that are stored, processed, or transmitted on your equipment, systems, and/or networks (or the components thereof) of yours or the use of which you mandate or provide, or make available;

- use of such Encryption Keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) other than in accordance with the Agreement; and/or
- suspected or confirmed loss, theft, or misappropriation by any means of any media, materials, records, or information containing such Encryption Keys, Cardholder Data, or Sensitive Authentication Data (a combination of each).

Data Incident Event Window – The period that begins as of the date of compromise, if known, or 365 days prior to the Notification Date if the actual date of compromise is not known. The Data Incident Event Window ends 30 days after the Notification Date.

Data Security Requirements (DSR) – The American Express data security policy, as described in [Chapter 8, "Protecting Cardmember Information"](#) of the *Merchant Operating Guide*.

EMV^{®1} Specifications – The specifications issued by EMVCo, LLC, which are available at www.emvco.com.

Encryption Key – All keys used in the processing, generation, loading and/or protection of Account Data. This includes, but is not limited to, the following:

- Key Encrypting Keys: Zone Master Keys (ZMKs) and Zone PIN Keys (ZPKs)
- Master Keys used in secure cryptographic devices: Local Master Keys (LMKs)
- Card Security Code Keys (CSCs)
- PIN Keys: Base Derivation Keys (BDKs), PIN Encryption Keys (PEKs), and ZPKs

Forensic Incident Final Report Template – Means the template available from the PCI Security Standards Council, which is available at www.pcisecuritystandards.org.

Issuer – Any Entity (including American Express and its Affiliates) licensed by American Express or an American Express Affiliate to issue Cards and to engage in the Card issuing business.

Level 1 Merchant – 2.5 million American Express Card Transactions or more per year; or any Merchant that American Express otherwise deems a Level 1 Merchant.

Level 2 Merchant – 50,000 to 2.5 million American Express Card Transactions per year.

Level 3 Merchant – 10,000 to 50,000 American Express Card Transactions per year.

Level 4 Merchant – Less than 10,000 American Express Card Transactions per year.

Merchant – The Merchant and all of its affiliates that accept American Express Cards under a Merchant processing agreement or sponsored Merchant agreement, the American Express *Merchant Operating Guide*, and any accompanying schedules and exhibits, collectively, between Merchant and its Merchant Services Provider.

Merchant Level – The designation assigned to Merchants related to their PCI DSS compliance validation obligations, as described in [Section 8.7, "Periodic Validation of Merchant Systems"](#).

Notification Date – The date that American Express provides Issuers with final notification of a Data Incident. Such date is contingent upon American Express' receipt of the final forensic report or internal analysis and shall be determined in American Express' sole discretion.

Payment Application – Has the meaning given to it in the then-current Glossary of Terms for Payment Card Industry Payment Application Data Security Standard, which is available at www.pcisecuritystandards.org.

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

Payment Card Industry Data Security Standard (PCI DSS) – The Payment Card Industry Data Security Standard, which is available at www.pcisecuritystandards.org.

Payment Card Industry Security Standards Council (PCI SSC) Requirements – The set of standards and requirements related to securing and protecting payment card data, including the PCI DSS and PA DSS, available at www.pcisecuritystandards.org.

PCI-Approved – A PIN Entry Device or a Payment Application (or both) that appears at the time of deployment on the list of approved companies and providers maintained by the PCI Security Standards Council, LLC, which is available at www.pcisecuritystandards.org.

PCI Forensic Investigator (PFI) – An Entity that has been approved by the Payment Card Industry Security Standards Council, LLC to perform forensic investigations of a breach or compromise of payment Card Data.

PCI PIN Security Requirements – The Payment Card Industry PIN Security Requirements, which are available at www.pcisecuritystandards.org.

PIN Entry Device – Has the meaning given to it in the then-current Glossary of Terms for the Payment Card Industry PIN Transaction Security Requirements, Point of Interaction Modular Security Requirements, which is available at www.pcisecuritystandards.org.

Point of Sale (POS) System – An information processing system or equipment, including a terminal, personal computer, electronic cash register, contactless reader, or payment engine or process, used by a Merchant, to obtain Authorizations or to collect Transaction data, or both.

Qualified Security Assessors (QSAs) – Entities that have been qualified by the Payment Card Industry Security Standards Council, LLC to validate adherence to the PCI DSS. See [Section 8.7, "Periodic Validation of Merchant Systems"](#).

Security Technology Enhancement Program (STEP) – American Express' program in which Merchants are encouraged to deploy technologies that improve data security. To qualify for STEP, Merchants must not have had a Data Incident in the twelve (12) months prior to submitting the Annual Attestation of Compliance and conducted at least 75% of all Transactions using Point-to-Point Encryption or face to face Transactions using EMV Chip Enabled Devices.

Self-Assessment Questionnaire (SAQ) – A self-assessment tool created by the Payment Card Industry Security Standards Council, LLC, intended to evaluate and attest to compliance with the PCI DSS.

Sensitive Authentication Data – Has the meaning given in the then-current Glossary of Terms for the PCI DSS.

Targeted Analysis Program (TAP) – A program that provides early identification of a potential Cardholder data compromise in your Cardholder Data Environment (CDE). See [Section 8.3, "Targeted Analysis Program \(TAP\)"](#).

Validation Documentation – The AOC rendered in connection with an Annual Onsite Security Assessment or SAQ, the AOSC and executive summaries of findings rendered in connection with Quarterly Network Scans, or the annual STEP Attestation.

8.3 Targeted Analysis Program (TAP)

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

- **Common Point of Purchase (CPP):** American Express Cardmembers report fraudulent Transactions on their Card accounts and are identified and determined to have originated from making purchases at your Establishments.

- **Card Data found:** American Express Card and Cardholder Data found on the world wide web linked to Transactions made at your Establishments.
- **Malware suspected:** American Express suspects that your business is using software infected with or vulnerable to malicious code.

TAP is designed to identify potential Cardholder Data compromises.

You must, and you must cause your Covered Parties to, comply with the following requirements upon notification from American Express or your Merchant Service Provider, of a potential Cardholder Data compromise.

- You must promptly review your CDE for data security gaps and remediate any findings.
 - You must cause your third-party vendor(s) to conduct a thorough investigation of your CDE if outsourced.
- You must provide a summary of action taken or planned after your review, evaluation, and/or remediation efforts upon notification from American Express or your Merchant Services Provider.
- You must provide updated PCI DSS validation documents in accordance with [Section 8.7, "Periodic Validation of Merchant Systems"](#).
- As applicable, you must engage a qualified PCI Forensic Investigator (PFI) to examine your CDE if you or your Covered Party:
 - Cannot resolve the Cardholder Data compromise within a reasonable period of time, as determined by American Express, or
 - Confirm that a Data Incident has occurred and comply with the requirements set forth in [Section 8.5, "Data Incident Management Obligations"](#).

If you cannot meet these obligations, your Merchant Services Provider may have the right to terminate the Agreement in accordance with its terms as well as impose non-validation fees on you.

8.4 Standards for Protection of Cardmember Information

Remember if the Agreement terminates, Cardholder Data can only be retained according to the PCI DSS which is available at pcisecuritystandards.org

You must, and you must cause your Covered Parties, to:

- store Cardholder Data only to facilitate American Express Card Transactions in accordance with, and as required by, the Agreement,
- comply with the current PCI DSS and other PCI SSC Requirements applicable to your processing, storing, or transmitting of Cardholder Data or Sensitive Authentication Data no later than the effective date for implementing that version of the applicable PCI SSC Requirement, and
- use, when deploying new or replacement PIN Entry Devices or Payment Applications (or both), in attended locations, only those that are PCI-Approved.

You must protect all Charge Records and Credit Records retained pursuant to the Agreement in accordance with these data security provisions; you must use these records only for purposes of the Agreement and safeguard them accordingly. You are financially and otherwise liable to your Merchant Services Provider for ensuring your Covered Parties' compliance with this [Chapter 8, "Protecting Cardmember Information"](#) (other than for demonstrating your Covered Parties' compliance with this policy under [Section 8.7, "Periodic Validation of Merchant Systems"](#) except as otherwise provided in this section).

8.5 Data Incident Management Obligations

Data Incident

An incident involving unauthorized access or use of encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) that are stored, processed, or transmitted on equipment, systems, and/or networks (or the components thereof).

You must notify your Merchant Services Provider immediately after discovery of a Data Incident. In addition:

- You must conduct a thorough forensic investigation of each Data Incident.
- For Data Incidents involving 10,000 or more unique Card Numbers, you must engage a PCI Forensic Investigator (PFI) to conduct this investigation within five (5) days following discovery of a Data Incident.
- The *unedited* forensic investigation report must be provided to your Merchant Services Provider in accordance with their time frame for completing such information.
- You must promptly provide to your Merchant Services Provider all Compromised Card Numbers. American Express reserves the right to conduct its own internal analysis to identify Card Numbers involved in the Data Incident.

Forensic investigation reports must be completed using the current Forensic Incident Final Report Template available from PCI. Such report must include forensic reviews, reports on compliance, and all other information related to the Data Incident; identify the cause of the Data Incident; confirm whether or not you were in compliance with the PCI DSS at the time of the Data Incident, and confirm your commitment to prevent future Data Incidents by providing a plan for remediating all PCI DSS deficiencies, and confirm your participation in the American Express compliance program (as described below). Upon your Merchant Services Provider's request, you shall provide validation by a QSA that the deficiencies have been remediated.

Notwithstanding the foregoing paragraphs of this [Section 8.5, "Data Incident Management Obligations"](#):

- American Express may, in its sole discretion, require you to engage a PFI to conduct an investigation of a Data Incident for Data Incidents involving less than 10,000 unique Card Numbers. Any such investigation must comply with the requirements set forth above in this [Section 8.5, "Data Incident Management Obligations"](#), and must be completed within the time frame required by American Express.
- American Express may, in its sole discretion, separately engage a PFI to conduct an investigation for any Data Incident and may charge the cost of such investigation to you.

You must work with your Merchant Services Provider and American Express to rectify any issues arising from the Data Incident, including consultations about your communications to Cardmembers affected by the Data Incident and providing (and obtaining any waivers necessary to provide) to your Merchant Services Provider all relevant information to verify your ability to prevent future Data Incidents in a manner consistent with the Agreement.

Notwithstanding any contrary confidentiality obligation in the Agreement, American Express has the right to disclose information about any Data Incident to Cardmembers, Issuers, other participants on the American Express Network, and the general public as required by Applicable Law; by judicial, administrative, or regulatory order, decree, subpoena, request, or other process; in order to mitigate the risk of fraud or other harm; or otherwise to the extent appropriate to operate the American Express Network.

8.6 Reserved

8.7 Periodic Validation of Merchant Systems

You must take the following actions to validate under PCI DSS annually and quarterly the status of your equipment, systems and/or networks (and their components) on which encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) are stored, processed or transmitted.

There are four actions required to complete validation:

Action 1 – Participate in American Express' compliance program under this policy.

Action 2 – Understand your Merchant Level and Validation Requirements.

Action 3 – Complete the Validation Documentation that you must send to American Express.

Action 4 – Send the Validation Documentation to American Express through your Merchant Service Provider.

Action 1 - Participate in American Express' Compliance Program under this Policy

Level 1 Merchants and Level 2 Merchants, as described below, must participate in American Express' PCI Compliance Program under this policy by providing the full name, email address, telephone number, and physical mailing address of an individual who will serve as their general data security contact. You must submit this information to your Merchant Services Provider. You must notify your Merchant Services Provider if this information changes, providing updated information where applicable. Your failure to provide such contact information may result in the assessment of non-compliance fees. Please contact your Merchant Services Provider for more information regarding its data security compliance requirements.

American Express may designate, at our sole discretion, certain Level 3 and Level 4 Merchants' participation in American Express' compliance program under this policy by sending them written notice. Any such Merchant must enroll in the compliance program no later than ninety (90) days following receipt of the notice.

Action 2 - Understand Your Merchant Level and Validation Requirements

Most Merchant Levels are based on the volume of Transactions submitted by all of your Establishments. You will fall into one of the Merchant Levels specified in the following table.

Merchant Level/ Annual American Express Transactions	Validation Documentation		
	On-Site Assessment Report on Compliance (ROC)	Self-Assessment Questionnaire (SAQ) AND Quarterly Network Scan	STEP Attestation for eligible Merchants
Level 1/ 2.5 million or more	Mandatory	Not applicable	Optional (replaces ROC)
Level 2/ 50,000 to 2.5 million	Optional	SAQ mandatory (unless submitting an On-Site Assessment) scan mandatory with certain SAQ types	Optional (replaces SAQ and network scan or ROC)
Level 3/* 10,000 to 50,000	Optional	SAQ optional (mandatory if required by American Express) scan mandatory with certain SAQ types	Optional (replaces SAQ and network scan or ROC)
Level 4/* 10,000 or less	Optional	SAQ optional (mandatory if required by American Express) scan mandatory with certain SAQ types	Optional (replaces SAQ and network scan or ROC)

* For the avoidance of doubt, Level 3 and Level 4 Merchants need not submit Validation Documentation unless required at American Express' discretion, but nevertheless must comply with, and are subject to liability under all other provisions of these Data Security Requirements.

American Express reserves the right to verify the accuracy and appropriateness of the PCI validation documentation provided as needed, including by engaging, at American Express' expense, a QSA or PFI of our choice.

Determine your Merchant Level and the Validation Documentation that you must send to American Express.

Validation Documentation		
Annual Onsite Security Assessment	Annual Self Assessment Questionnaire (SAQ)	Quarterly Network Scans
<p>The annual onsite security assessment is a detailed onsite examination of your equipment, systems, and networks (and their components) where encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) are stored, processed, or transmitted. It must be performed by:</p> <ul style="list-style-type: none"> • a QSA, or • you and attested by your chief executive officer, chief financial officer, chief information security officer, or principal. <p>The annual onsite security assessment must be submitted annually to your Merchant Services Provider on the applicable AOC. To fulfill validation obligations under this policy, the AOC must support compliance with all requirements of the PCI DSS and, upon request, include copies of the full report on compliance.</p>	<p>The annual self assessment is a process using the PCI DSS SAQ that allows self-examination of your equipment, systems, and networks (and their components) where encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) are stored, processed, or transmitted. It must be performed by you and certified by your chief executive officer, chief financial officer, chief information security officer, or principal. The AOC section of the SAQ must be submitted annually to your Merchant Services Provider. To fulfill validation obligations under this policy, the AOC section of the SAQ must certify your compliance with all requirements of the PCI DSS and include full copies of the SAQ on request.</p>	<p>The quarterly network scan is a process that remotely tests your internet-connected computer networks and web servers for potential weaknesses and vulnerabilities. It must be performed by an ASV. On a quarterly basis, you must complete and submit the ASV Scan Report AOSC or executive summary of findings of the scan (and copies of the full scan, upon request) to your Merchant Services Provider. The AOSC or executive summary must certify that the results satisfy the PCI DSS scanning procedures, that no high risk issues are identified, and that the scan is passing or compliant (all Merchants except those who also submit an Onsite Security Assessment Report, and STEP-eligible Merchants). For the avoidance of doubt, Quarterly Network Scans are mandatory if required by the applicable SAQ.</p>

Visit pcisecuritystandards.org for:

- Lists of Qualified Security Assessors (QSAs) and Approved Scanning Vendors (ASVs)
- Self Assessment Questionnaires (SAQs)
- The Attestation of Compliance (AOC) and Attestation of Scan Compliance (AOSC)

Action 3 - Complete the Validation Documentation that you must send to American Express

Level 1, Level 2, and certain Level 3 and Level 4 Merchants must submit the Validation Documentation marked "mandatory validation documentation" in the table in Action 2.

- Level 1 Merchants' Validation Documentation must include the AOC from the annual onsite security assessment report.
- Level 2 Merchants' Validation Documentation must include the AOC from the SAQ and the AOSC or the executive summaries of findings of the Quarterly Network Scans, as described in the table above. Level 2 Merchants may choose to submit the AOC from the annual onsite security assessment report if preferred.
- Level 3 Merchants and Level 4 Merchants are not required to submit Validation Documentation unless requested by American Express (but must comply with, and are subject to liability under, all other provisions of this policy).
- STEP-eligible Merchants may submit the STEP Annual Attestation in place of other Validation Documentation.

Action 4 – Send the Validation Documentation to American Express through your Merchant Service Provider

All Merchants required to participate in the American Express PCI Compliance Program must submit the Validation Documentation marked “mandatory” in the tables in Action 2.

You must submit your Validation Documentation to your Merchant Services Provider as instructed by them. If you have general questions about the program or the process of submitting Validation Documentation, please contact your Merchant Services Provider.

Compliance and validation are completed at your expense. By submitting Validation Documentation to your Merchant Services Provider, you represent and warrant that you are authorized to disclose the information contained therein to your Merchant Services Provider and to American Express, and are providing the Validation Documentation without violating any other party's rights.

8.7.1 Merchants Not Compliant with PCI DSS

If you are not compliant with the PCI DSS, then you must submit one of the following documents:

- An Attestation of Compliance (AOC) including “Part 4. Action Plan for Non-Compliant Status”
- A PCI Prioritized Approach Tool Summary and Attestation of Compliance (PASAOC)
- A Project Plan Template (available from your Merchant Services Provider)

Each of the above documents must designate a remediation date, not to exceed twelve (12) months following the document completion date, in order to achieve compliance. You must submit the appropriate document(s) to your Merchant Services Provider. You shall provide your Merchant Services Provider with periodic updates of your progress toward remediation under the “Action Plan for Non-Compliant Status”.

For the avoidance of all doubt, Merchants that are not compliant with PCI DSS are not STEP eligible.

8.7.2 Non-Validation Fees and Termination of Agreement

American Express and your Merchant Services Provider have the right to impose non-validation fees and terminate the Agreement if you do not fulfill these requirements or fail to submit the mandatory Validation Documentation by the applicable deadline.

Your Merchant Services Provider will notify you separately of the applicable deadline for each annual and quarterly reporting period.

If your Merchant Services Provider does not receive your mandatory Validation Documentation, then your Merchant Services Provider may have the right to terminate the Agreement in accordance with its terms as well as impose non-validation fees on you.

8.7.3 Periodic Validation of STEP-eligible Merchants

Merchants that are compliant with PCI DSS may also, at American Express' discretion, qualify for American Express' STEP if they deploy certain additional security technologies throughout their Card processing environments.

Merchants may be STEP eligible only if the Merchant has not experienced a Data Incident in the previous twelve (12) months and if 75% of all merchant Card transactions are performed using:

- EMV – on an active Chip-Enabled Device having a valid and current EMVCo (www.emvco.com) approval/certification and capable of processing AEIPS compliant Chip Card Transactions, or
- Point-to-Point Encryption (P2PE) – communicated to the Merchant's processor using a PCI-SSC-approved or QSA-approved Point-to-Point Encryption system.

If you are classified as a STEP-eligible Merchant, you may submit a declaration of the status of your compliance with the PCI DSS, in the form which is available through your Merchant Services Provider (*Annual STEP Attestation*) instead of other Validation Documentation. It must be performed by you and certified by your chief executive officer, chief financial officer, chief information security officer, or principal. You must complete the process by submitting the STEP Attestation annually to your Merchant Services Provider (See [Section 8.7, "Periodic Validation of Merchant Systems"](#), Action 3).

8.8 Reserved

8.9 Disclaimer

AMERICAN EXPRESS HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES WITH RESPECT TO THESE DATA SECURITY REQUIREMENTS, THE PCI DSS, THE EMV SPECIFICATIONS, AND THE DESIGNATION AND PERFORMANCE OF QSAs, ASVs, OR PFIs (OR ANY OF THEM), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Issuers are not third-party beneficiaries under these Data Security Requirements.

For further information about American Express Data Security requirements, please visit www.americanexpress.com.mx/dsr

For information about PCI Security Standards, LLC:

- PCI Data Security Standards
- Self Assessment Questionnaire
- List of Qualified Security Assessors
- List of Approved Scanning Vendors
- List of PCI Forensic Investigators

www.pcisecuritystandards.org

Fraud Prevention

- 9.1 Introduction
- 9.2 Transaction Process
- 9.3 Strategies for Deterring Fraud
- 9.4 Card Acceptance Policies
- 9.5 Card Security Features
- 9.6 Recognizing Suspicious Activity
- 9.7 Prepaid Card Security Features
- 9.8 Recognizing Suspicious Activity for Prepaid Cards
- 9.9 Travelers Cheque and Gift Cheque Security Features
- 9.10 Fraud Mitigation Tools



9.1 Introduction

You work hard to protect the interests of your business and Cardmembers. Unfortunately, fraudulent Card use can undermine your best efforts. Millions of dollars are lost each year because of such fraud.

American Express offers a full suite of tools and programs that can help to mitigate the chances of fraud on American Express Cards and reduce this cost to your business.

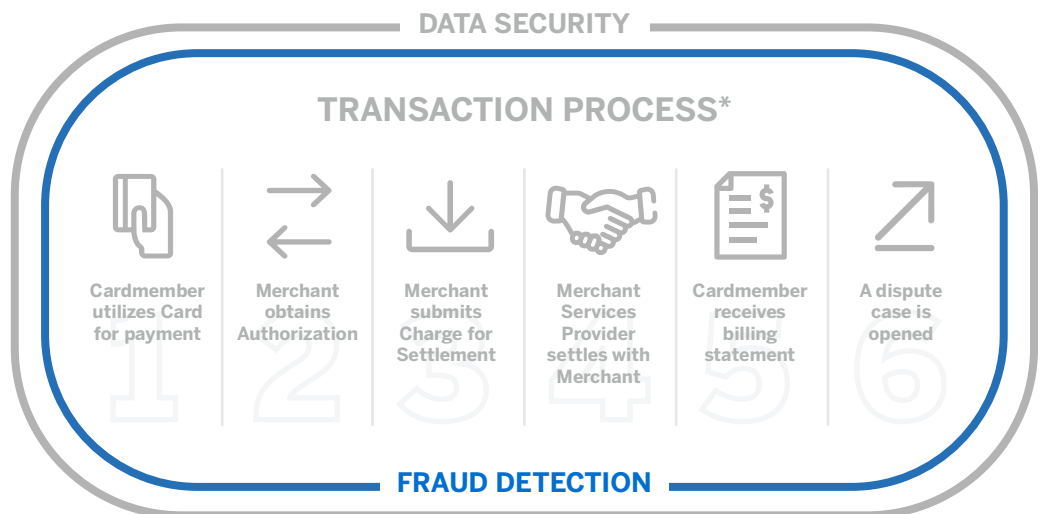
Some Merchants may not be eligible to participate in the full suite of fraud tools and fraud liability shift programs offered. Additionally, American Express may, in our sole discretion, immediately suspend or terminate a Merchant from using any fraud tool or participation in any fraud liability shift program and American Express may suspend or terminate any fraud tool or fraud liability shift program at any time.

This chapter of the *Merchant Operating Guide* offers fraud mitigation tips for both Card Present and Card Not Present Transactions. Contact your Merchant Services Provider for information related to fraud mitigation tools and resources that may be available for your use.

9.2 Transaction Process

Our primary strategy for combating fraudulent Card use is to address it at the point of Authorization. To accomplish this, we work with Merchants and their Merchant Services Providers to implement best practices and fraud mitigation tools.

While fraud usually is thought of as a deceptive act at the point of sale, detection can actually occur during any stage in the Transaction process. For this reason, "fraud detection", as depicted in the following graphic, applies throughout the entire Transaction process.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

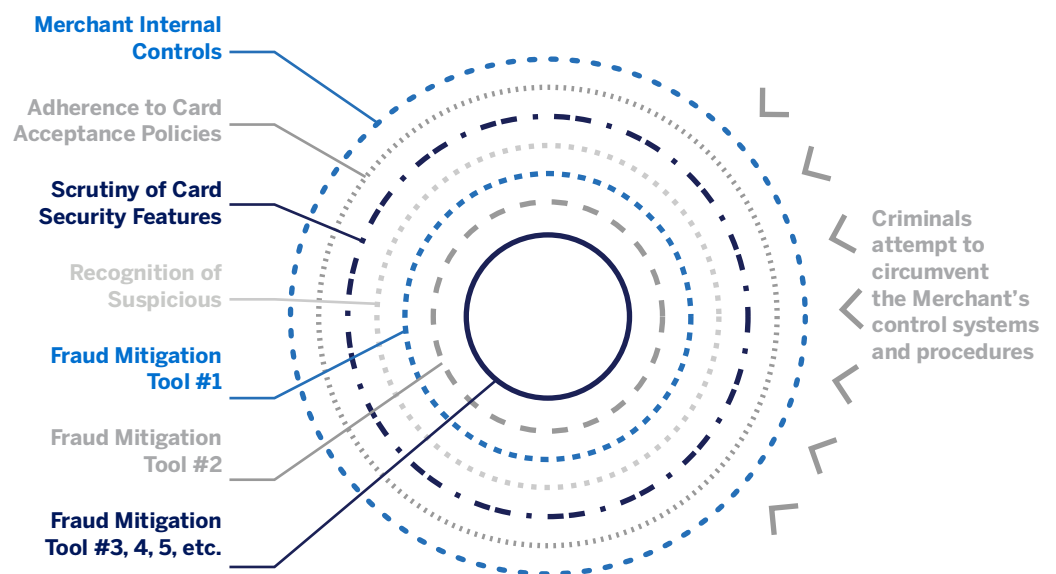
9.3 Strategies for Deterring Fraud

Implementing multiple layers of fraud protection to help secure your business is recommended. These layers may include a combination of your point of sale procedures and controls as well as implementation of fraud mitigation tools.

Layers of Protection

Your first layer for mitigating fraud is to follow the Card acceptance policies and procedures, as outlined in [Chapter 4, "Transaction Processing"](#). Other fraud mitigation strategies that you choose to implement may include any combination of:

- recognition of suspicious behaviors or circumstances that may signal fraudulent activity
- implementation of fraud mitigation tools that take advantage of American Express' risk controls to identify fraudulent activity
- additional risk models or controls that you can develop internally or obtain externally from third parties



American Express is committed to working with you and your Merchant Services Provider to deploy tools that can help reduce the likelihood that fraudulent Charges will be Approved. The implementation and use of the strategies and tools detailed in this section, however, does not guarantee that (i) the person making the Charge is the Cardmember, (ii) the Charge is in fact valid or bona fide, (iii) you will be paid for the Charge, or (iv) you will not be subject to a Chargeback.

The following illustration compares data captured during a standard Card Not Present Charge (left) with the amount of data that can be captured when fraud mitigation tools are implemented (right).

DATA CAPTURED

Card Not Present Charge: Standard	Card Not Present Charge: Our Suite of Fraud Mitigation Used
<p>Card: 37XXXXXXXXXX2009 Amount: \$257 Merchant: Internet Merchant XXXXXXXX01</p>	<p>Card: 37XXXXXXXXXX2009 Name: C.F. Frost Amount: \$257 Merchant: Internet Merchant XXXXXXXX01 CID Number: XXXX AAV: 2213 E Main AAV Name: C.F. Frost AAV Phone: 814-880-1234 Email: cffrost@ispprovider.net IP Address: 122.22.15.18 Host Name: PHX.QW.AOL.COM Ship to Address: Granjas Esmeralda, 252 Iztapalapa, Mexico DF 09810 Ship to Phone: 415.555.5555 Ship to Country: Mexico</p>

9.4 Card Acceptance Policies

A critical component in your overall fraud mitigation strategy is to follow your Merchant Services Provider's operating instructions, including our Card acceptance procedures as defined in [Chapter 4, "Transaction Processing"](#). These procedures can also serve as a your first line of defense against potential fraud. The additional layers of fraud mitigation mentioned previously can supplement this line of defense.

9.5 Card Security Features



In many cases, the physical appearance of the Card will offer the most obvious clues of fraudulent activity.

American Express Card security features are designed to help you assess whether a Card is authentic or has been altered. Ensure that all of your personnel are familiar with our Card's security features so they can identify potentially compromised Cards.

The following picture is just one example of an American Express Card as a number of different Cards are offered. These are some things you must look for:

1. Pre-printed CID Numbers usually appear above the Card Number, on either the right or the left edge of the Card.
2. All American Express Card Numbers start with "37" or "34." The Card Number appears embossed on the front of the Card. Embossing must be clear, and uniform in sizing and spacing. Some Cards also have the Card Number printed on the back of the Card in the signature panel. These numbers, plus the last four digits printed on the Charge Record, must all match.
3. Do not accept a Card outside the Valid Dates.

Further Information

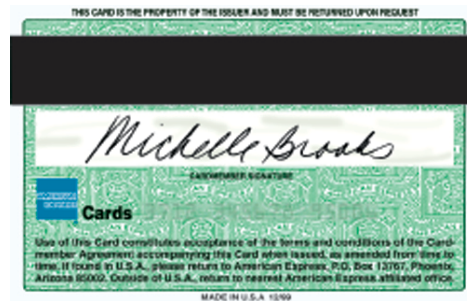
The four-digit CID Number is located on the front of the Card where the three-digit CSC is located on the back of the Card. These codes are considered Card security features and can validate that the Card is present for a Charge. You should prompt your customers for the four-digit CID Number.

4. Only the person whose name appears on an American Express Card is entitled to use it. Cards are not transferable.
5. Some Cards contain a holographic image on the front or back of the plastic to determine authenticity. Not all American Express Cards have a holographic image.
6. Some Cards have a Chip on which data is stored and used to conduct a Charge.
7. The signature on the back of the Card must match the Cardmember's signature on the Charge Record, and must be the same name that appears on the front of the Card. The signature panel must not be taped over, mutilated, erased, or painted over. Some Cards also have a three-digit Card Security Code (CSC) number printed on the signature panel.

Note: The security features for Prepaid Cards and Travelers Cheques are listed in [Section 9.7, "Prepaid Card Security Features"](#) and [Section 9.9, "Travelers Cheque and Gift Cheque Security Features"](#).

9.5.1 Compromised Card Security Features

In this example of an altered Card, the signature panel has been painted white under the signature. In addition, the Card Number has been erased from the back panel.



Do not accept a Card if:

Altered Magnetic Stripe

- The Magnetic Stripe has been altered or destroyed.
- The Card Number on the front of the Card does not match the number printed on the back (when present), or the last four digits printed on the Charge Record (or both).

Altered Front of the Card

- The Card Number or Cardmember name on the front of the Card appears out of line, crooked, or unevenly spaced.
- The ink on the raised Card Number or Cardmember name is smudged or messy.
- The Card Number or Cardmember name is not printed in the same typeface as the American Express typeface.

Altered Back of the Card

- The Card Number printed on the back of the Card (when present) is different from the Card Number on the front.
- The Card Number on the back of the Card (when present) has been chipped off or covered up.
- The signature panel has been painted-out, erased, or written over.

Altered Appearance of the Card

- There are "halos" of previous embossing or printing underneath the current Card Number and Cardmember name.
- A portion of the surface looks dull compared with the rest of the Card. Valid American Express Cards have a high-gloss finish.
- The Card has a bumpy surface or is bent around the edges.
- You suspect any Card security features have been compromised.

- The Card appears physically altered in any way.

If you suspect Card misuse, follow your internal store policies, and, if directed to do so, call your Merchant Services Provider and state that you have a Code 10. **Never put yourself or your employees in unsafe situations, nor physically detain or harm the holder of the Card.**

Often, you can look closely at Cards to determine if they're altered or counterfeit. As another layer in your internal fraud prevention program, educate yourself and all your personnel on how to identify a potentially altered Card.

9.6 Recognizing Suspicious Activity

No single factor by itself is indicative of risk; however, when a combination of factors is present during a Transaction, additional scrutiny is warranted. If you have any doubts of suspicious activity call in a Code 10.

Diligently scrutinizing behaviors and circumstances can help prevent you from being victimized by fraud.

As a prudent Merchant, you must always be aware of circumstances that may indicate a fraudulent scheme or suspicious behaviors that may flag a fraudulent customer.

Suspicious Behavior

A suspicious situation may arise, causing you to question the authenticity of the Card, or the legitimacy of the person presenting it. Any single behavior may not be risky. However, when customers exhibit more than one of the following behaviors, your risk factor may increase:

- larger-than-normal Transaction dollar amounts,
- orders containing many of the same items,
- orders shipped to an address other than a billing address,
- orders using anonymous/free email domains,
- orders sent to postal codes or countries where you show a history of fraudulent claims,
- orders of a "hot" product (i.e., highly desirable goods for resale),
- customer is a first-time shopper,
- customer is purchasing large quantities of high-priced goods without regard to color, size, product feature, or price,
- customer comes in just before closing time and purchases a large quantity of goods,
- customer wants to rush or overnight the order,
- customer has a previous history of Disputed Charges,
- customer is rude or abusive toward you; wanting to rush or distract you,
- customer frequents your Establishment to make small purchases with cash, then returns to make additional purchases of expensive items with a Card.

If you suspect Card misuse, follow your internal store policies, and immediately call your Merchant Services Provider with a Code 10. **Never put yourself or your employees in unsafe situations, nor physically detain or harm the holder of the Card.**

9.7 Prepaid Card Security Features

You are responsible for following all our Prepaid Card acceptance procedures in [Section 4.19, "Processing Prepaid Cards"](#). Although there are a number of unique Prepaid Cards, all Prepaid Cards share similar features, except that:

- Prepaid Cards may or may not be embossed, and

- The following features may appear on the front or back of the Card (or a combination of both):



- The American Express logo generally appears in the bottom right corner.
- The words PREPAID or INCENTIVE will generally be shown above the American Express logo.
- Cards pre-loaded with funds may show the dollar amount or the total points (reloadable Cards generally will not show a number).
- The CID Number will appear usually above the Card Number or above the logo.
- The Card Number appears on the Card.
- The Valid Date or Expiration Date appears on the Card.
- The recipient's name or company name may appear on the Card; otherwise a generic "Recipient" or "Traveler" may appear, or this area might be blank.

9.8 Recognizing Suspicious Activity for Prepaid Cards

American Express recommends that you follow the procedures in the preceding [Section 9.6, "Recognizing Suspicious Activity"](#) in addition to being vigilant for the following suspicious behaviors related specifically to Prepaid Cards:

- Customer frequently makes purchases and then returns goods for cash. (To avoid being the victim of this scheme, you should follow your internal store procedures when you cannot issue a Credit on the Card used to make the original purchase.)
- Customer uses Prepaid Cards to purchase other Prepaid Cards.
- Customer uses large numbers of Prepaid Cards to make purchases.

9.9 Travelers Cheque and Gift Cheque Security Features

We offer a variety of cheque verification solutions to help you avoid accepting fraudulent cheque products. For more details about Authorization solutions, contact us via email at tconlineAuthorizations@aexp.com.

Even though American Express' Travelers Cheques and Gift Cheques offer more convenience and security, counterfeit products circulate worldwide. You must verify all cheque products presented at your Establishment and contact the Travelers Cheque/Gift Cheque Customer Service with questions or suspicions.

One of the easiest and most effective tests to determine authenticity is the smudge test:

- Turn the cheque over (non-signature side).
- Locate the denomination on the right side of the cheque. Wipe a moistened finger across the denomination. The ink should not smudge.
- Wipe a moistened finger across the denomination on the left side of the cheque. The ink should smudge.

The following shows an example of a smudge test:



For Travelers and Gift Cheque acceptance procedures, see [Section 4.20. "Processing Travelers/Gift Cheques"](#). American Express also recommends that you follow the procedures in the preceding [Section 9.6. "Recognizing Suspicious Activity"](#) to assist you in the mitigation of fraud.

As another layer of protection, there are a number of security features inherent in American Express' Travelers Cheque and Gift Cheque products. Following are a few security features to help you recognize an authentic Cheque.



9.10 Fraud Mitigation Tools

Fraud mitigation tools are available for both Card Present and Card Not Present Transactions to help verify that a Charge is valid. These tools help you mitigate the risk of fraud at the point of sale, but are not a guarantee that (i) the person making the Charge is the Cardmember, (ii) the Charge is in fact valid or bona fide, (iii) you will be paid for the Charge, or (iv) you will not be subject to a Chargeback.

For optimal use of the tools, it is critical that:

- you comply with the applicable sections of the *Technical Specifications* (see [Section 2.5. "Compliance with the Technical Specifications"](#)), and
- you provide high quality data in the Authorization request.

American Express offers strategies and tools for preventing fraud. For more information about what you and your business can do, review the tools listed below and contact your Merchant Services Provider to determine what tools are supported.

9.10.1 Card Not Present Fraud Tools

	Card Identification (CID) Verification Tool	Automated Name and Address Verification	Email Verification	Billing Phone Number Verification	Enhanced
Description	<p>You request the four-digit CID number printed on the Card from the Cardmember and send it with the Authorization request to the Issuer.</p> <p>Issuer compares the CID number provided with that on file for the Card and, based on the comparison, returns a match code to you.</p>	<p>You request name and address information from the Cardmember at the point of sale, and provide this information electronically during Authorization, through your POS terminal.</p> <p>Issuer compares the name and address information you provided with Cardmember's billing records and provides a response code indicating full, partial, or no match.</p>	<p>You request email address from the Customer at the point of sale, and provide this information electronically during an Authorization.</p> <p>Issuer compares the email address you provided with email addresses on file at American Express and returns a match result.</p>	<p>You request billing phone number from the Customer at the point of sale, and provide this information electronically during an Authorization.</p> <p>Issuer compares the phone number you provided with Cardmember billing phone number and returns a match result.</p>	<p>Provides additional data elements in Authorization requests describing the transaction and enabling a more informed Authorization decision.</p>
Purpose	<p>Helps to ensure that the person placing the order actually has the Card in his or her possession and is not using a stolen Card Number.</p>	<p>Helps Issuer evaluate Cardmember identity by comparing information provided by the Cardmember at the point of sale with Cardmember billing information not available on the Card.</p>	<p>Email Address Verification helps evaluate Cardmember identity by comparing information provided by the customer during the check-out process with Cardmember information not available on the Card.</p>	<p>Billing Phone Number Verification helps evaluate Cardmember identity by comparing information provided by the customer during the check-out process with Cardmember information not available on the Card.</p>	<p>Helps mitigate fraud before a Transaction is authorized by analyzing key data elements submitted with Authorization requests.</p> <p>Data elements include shipping address, transaction origin, and airline ticket details.</p>
How To Implement	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>

9.10.2 Card Present Fraud Tools

	Card Identification (CID) Verification Tool	Track 1	Chip	Terminal ID	Code 10
Description	<p>You request the four-digit CID number printed on the Card from the Cardmember and send it with the Authorization request to the Issuer.</p> <p>Issuer compares the CID number provided with that on file for the Card and, based on the comparison, returns a match code to you.</p>	<p>POS terminal captures data encoded in the Track 1 of the Magnetic Stripe and sends it to the Issuer with the Authorization request.</p> <p>Issuer compares information in track to information on file and sends approval decision.</p>	<p>Chip technology uses an embedded microchip to encrypt card information, making it more difficult for unauthorized users to copy or access the data. Data can only be accessed when the Card is inserted into a chip-enabled terminal.</p>	<p>Captures a numeric identifier uniquely assigned to each POS device and sends it to the Issuer with each Authorization request.</p>	<p>A special phrase you use to indicate to your Merchant Services Provider that you have suspicions concerning the Cardmember, the Card, the CID, and/or the circumstances of the sale.</p>
Purpose	<p>Helps to ensure that the person making the purchase is not using an altered or duplicated Card.</p>	<p>Can signal tampering and alteration of the Card's Magnetic Stripe.</p>	<p>Provides enhanced protection against fraud from lost, stolen, and counterfeit Cards.</p>	<p>Helps detect high risk patterns of a particular POS device.</p>	<p>Enables your Merchant Services Provider to speak with an American Express Authorizer on a card present transaction they assess as high risk.</p>
How To Implement	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>If you suspect Card misuse, follow your internal store policies, and, if directed to do so, call your Merchant Services Provider with a Code 10 Authorization Request. Only pick up a Card if directed to do so by your Merchant Services Provider or the Issuer. Never put yourself or your employees in unsafe situations.</p>

Risk Evaluation

- 10.1 Introduction
- 10.2 Prohibited Merchants
- 10.3 Monitoring

10

10.1 Introduction

As a Merchant, you understand the hard work and dedication it takes to keep a business running. At American Express, we also work hard to maintain our business and uphold our reputation as a world-class global payments and network company. Part of our regimen is to evaluate Merchants to ensure compliance with our policies and procedures, in addition to assessing any potential risk to our business.

10.2 Prohibited Merchants

Some Merchants are not eligible (or may become ineligible) to accept the Card. American Express may terminate Card acceptance (including immediate termination without prior notice) if we determine or have reason to believe, in our sole discretion, that you meet any of the following criteria:

- Participation as a Merchant on our Network or acceptance of Cards (or both) by you or any of your Establishments may cause us not to be in compliance with Applicable Laws, regulations, or rules.
- You do not have a verifiable physical address and can only be reached by telephone.
- You or any of your Establishments are involved (or knowingly participate or have participated) in a fraudulent or illegal activity.
- You or any of your Establishments are identified as a sponsor of international terrorism as warranting special measures due to money laundering concerns, or as non-cooperative with international anti-money laundering principles or procedures.

Additionally, American Express may terminate acceptance of Cards by you or any of your Establishments if:

- You are listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac).
- You are listed on the U.S. Department of State’s Terrorist Exclusion List (available at www.state.gov).
- You are located in or operating under license issued by a jurisdiction identified by the U.S. Department of State as a sponsor of international terrorism, by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which Mexico is a member.
- Your verifiable physical address is not located in Mexico.
- You or any of your Establishments fall into one of the following categories and/or accept Transactions for the prohibited activities displayed in the following table:

Prohibited Category	Description	MCC
Airlines & air carriers (including charter airlines)	All airline and air carrier merchants, including charter airlines.	3000-3300; 4511
Bail/bail bond	A sum of money paid by a criminal defendant to be released from jail under the condition that they appear for court appearances. This does not include a bail bond fee (MCC 9223).	—

Prohibited Category	Description	MCC
Bankruptcy services	A company or agency that is in the business of recovering money owed on delinquent accounts or supporting the bankruptcy process.	—
Bullion	Bulk metal in bars or ingots. Examples include: <ul style="list-style-type: none"> • Gold, silver, platinum, palladium bullion • Gold, silver, platinum, palladium bars • Precious metals 	—
Car rental agencies	Branded car rental agencies (e.g., Avis, Budget, Hertz).	3351-3441
Cash at Point of Sale/Cash on Card	Cash-like transactions from financial and non-financial institutions.	6010 6011 6051
Check cashing/guarantee	A business that provides customers with a way to turn a check into cash without having to rely on a bank account.	—
Child pornography	An individual or entity providing or associated with the visual depiction of a minor engaged in obscene or sexually explicit conduct, whether made or produced by electronic, mechanical, or other means.	—
Collection agencies	A company that lenders use to recover funds that are past due.	7322
Commercial leasing	A business that conveys land, real estate, equipment, or other property to another for a specified time in return for regular periodic payment. Examples include commercial real estate and commercial vehicles, such as trucks and marine vessels. This does <u>not</u> include residential Real Estate Agents and Managers – Rentals (MCC 6513).	—
Credit financing	A merchant that provides financing to customers, earning revenue on that financing via fees and/or interest.	6010 6011 6012 6051
Credit restoration	A service aimed at improving credit ratings by disputing errors and outdated claims with credit bureaus.	—

Prohibited Category	Description	MCC
Debt repayment (past due or defaulted)	A company collecting payment of overdue debt.	7322
Door-to-door sales	Unsolicited individual (who may go from door to door) selling goods and/or services with immediate payment expected.	5963
Escort services	A business, agency, or person who, for a fee, provides or offers to provide a companion.	—
Foreign exchange	A business or financial institution that has the legal right to exchange one currency for another currency.	6051
Gambling	<p>The wagering of money or something of value on an event with an uncertain outcome, with the primary intent of winning money or material goods.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Regulated (real money) betting, including casino, poker, sports betting, lottery tickets • Advance-deposit wagering, including horse/dog racing • Fantasy sports • Skill-based, pay-to-play games that award monetary prizes • Games of chance that are not free to enter and award monetary prizes • Government-owned and other lotteries • Gambling chips • Gambling credits 	7800 7801 7802 7995
Investments	A purchase made for speculative purposes, or with the intent of future profit or appreciation. Examples include, but are not limited to securities (stocks, bonds, commodities, and mutual funds) wine with delivery that exceeds one (1) year from purchase, and investment on futures.	—
Licensed insolvency practitioners	A professional intermediary in insolvency procedures.	—

Prohibited Category	Description	MCC
Lodging – Hotels, Motels, Resorts (including "branded" Central Reservation Services)	Branded lodging establishments (e.g., Best Western, Hilton, Marriott).	3501-3999
Marijuana-related businesses	Any individual or entity that manufactures, processes, distributes, or dispenses marijuana, or byproducts or derivatives of marijuana, whether for recreational or medicinal purposes, and whether or not subject to a governmental licensing regime.	—
Marketplaces	A business that brings together consumers and retailers selling a range of goods or services under different industry categories, on a single e-commerce platform, under a single brand used to identify itself to consumers.	5262
Mortgage payments	A payment which includes principal and interest paid by borrower to lender of a home loan.	6012 6051
Multi-level marketing / pyramid selling (also referred to as Direct Marketing – Inbound/Outbound Telemarketing)	A sales system that uses one or more of the following practices: <ul style="list-style-type: none"> • Participants pay money for the right to receive compensation for recruiting new participants. • A participant is required to buy a specific quantity of products, other than at cost price for the purpose of advertising, before the participant is allowed to join the plan or advance within the plan. • Participants are knowingly sold commercially unreasonable quantities of the product or products (this practice is called inventory loading). • Participants are not allowed to return products on reasonable commercial terms. 	5966 5967
Online adult entertainment	A business or entity that provides internet adult digital content.	—
Payday lending	A company that lends customers money at high interest rates on the agreement that the loan will be repaid when the borrower receives their next pay-check.	—

Prohibited Category	Description	MCC
Person-to-Person Payments	A service that allows customers to transfer funds from their bank account or credit card to another individual's account via the Internet or a mobile device.	6538
Postal Services – Government Only	Government-owned postal offices that provide a variety of services such as accepting and processing packages and mail for delivery and selling postage stamps.	9402
Prostitution	A person or business providing sexual services in return for payment.	—
Real Estate Down Payments	An initial payment when the real estate is bought on credit.	6012 6051
Steamships & cruise lines (incl. onboard cruise shops)	Steamship and cruise line merchants.	4411
Telemarketing – travel related	A business that telemarkets travel related products or services or other travel arrangements.	5962
Timeshares	Selling partial ownership of a property for use as a holiday home, whereby a Cardmember can buy the rights to use the property for the same fixed period annually.	7012
Top-up wallet	Functionality that provides a Stored Value Digital Facility (SVDF), a feature that allows funds to be loaded into a digital wallet for subsequent payments, including purchases of goods and services, at single or multiple payment acceptors. Using the Card to fund purchases completed using a payment credential provided by other general purpose card networks is also prohibited. This restriction does <u>not</u> apply to funding Prepaid Card purchase and loading.	—
Virtual currency/ cryptocurrency	Digital money not authorized or adopted by a government. Issued and controlled by its developers and used and accepted among members of a specific virtual community.	6051
Wire transfers in-person (not online)	A business that specializes in the transfer of money from one location to another.	4829

This list is not exhaustive and American Express may, in its sole discretion, consider other prohibited merchant categories and modify this list accordingly.

Please contact your Merchant Services Provider for more information on prohibited merchant categories and activities.

Mixed Business

If any segment of your or any of your Establishments business falls into any of the aforementioned business types, you and your Establishments must not accept the Card for those Transactions. If you or any of your Establishments accept the Card for these Transactions, American Express will exercise Chargeback. American Express may also place you or any of your Establishments in one of American Express' Chargeback programs, cancel or disentitle acceptance of Cards by you or any of your Establishments, and/or request termination of your merchant agreement with your Merchant Services Provider (or take any combination of these actions).

10.3 Monitoring

After you become a Merchant on the Network, American Express monitors to identify potential risks. American Express uses internal and third-party information when monitoring and looks for, among other things:

- disproportionate Disputed Charges and Chargebacks,
- Merchants that meet the High Risk Merchant criteria set forth in [Subsection 10.3.1, "High Risk Merchants"](#),
- schemes to defraud American Express,
- legal, compliance, or other credit and fraud risks, and
- data submitted in compliance with the Technical Specifications.

American Express will monitor you for actions or behaviors (or both) which may put American Express, Issuers, or Cardmembers at risk. Based on the results of American Express' monitoring, American Express reserves the right to take action to mitigate its risk, including one or more of the following (in American Express' sole judgment):

- requesting information about your finances and operations,
- instituting Card acceptance restrictions,
- exercising Chargeback, rejecting Charges, charging fees, or assessments,
- requiring corrective action by the Merchant, or
- terminating any Card acceptance privileges or suspending those privileges until the risk has subsided.

10.3.1 High Risk Merchants

High Risk Merchants are those types of businesses that we determine put us at risk and/or whose business has excessive occurrences of fraud.

If we determine, in our sole discretion, that you meet the criteria for one or more of the High Risk Merchant categories, we may place you in a Chargeback program and/or terminate Card acceptance.

We consider you to be "high risk" if you meet at least one criterion in the following table:*

Category	Description
High risk industry	Your type of business has had historically high occurrences of fraud and Disputed Charges with us or as compared to other similarly situated Merchants (or both). Examples of high risk industries include: internet electronic delivery and aggregators.
Performance	You have recent high occurrences of fraud that present an excessive risk to us. You have had high occurrences of fraud and/or high fraud amounts for a number of consecutive months.
Canceled derogatory	Your Agreement was canceled due to unsatisfactory activity.
Fictitious	You accept Cards fraudulently.
Prohibited	You are not eligible to accept the Card on the American Express Network. For prohibited criteria see Section 10.2. "Prohibited Merchants" .

* This list is not exhaustive and American Express may, in its sole discretion, consider other criteria as high risk and modify this list accordingly.

10.3.2 Fraudulent, Deceptive, or Unfair Business Practices, Illegal Activities, or Prohibited Uses of the Card

If we determine or have reason to believe, in our sole discretion, that you engage or have engaged (or knowingly participate or knowingly have participated) in any of the activities listed in the following table; in any scheme that defrauds American Express, Issuers, and/or our Cardmembers; or in business practices that we deem fraudulent, deceptive, and/or unfair, we may take corrective action on you, which may include but is not limited to:

- placement in a Chargeback program,
- exercising Chargeback or rejecting Charges, or
- termination of the Agreement (including immediate termination without prior notice to you) or disentanglement of Card acceptance.

Factoring	Factoring occurs when Transactions do not represent bona fide sales of goods or services at your Establishments (e.g., purchases at your Establishments by your owners (or their family members) or employees contrived for cash flow purposes).
Collusion	Collusion refers to activities whereby your employee collaborates with another party to conduct fraudulent Transactions. It is your responsibility to set appropriate controls to mitigate such activity as well as to have monitoring systems to identify such activity.
Marketing fraud	Marketing fraud occurs when mail, telephone, or Internet Order solicitations are used for fraudulent or deceptive purposes (e.g., to obtain valid Cardmember Information for fraudulent Transactions, or to charge unauthorized sales to a valid Card account).
Identity theft	Identity theft is the assumption of another person's identity to gain access to their finances through fraudulent Merchant setup or fraudulent Transactions.

Illegal activities, fraudulent (other than marketing), unfair or deceptive business practices, or prohibited uses of the Card

If American Express determines, or has reason to believe, in American Express' sole discretion, that you engage or have engaged (or knowingly participate or knowingly have participated) in fraudulent, deceptive, or unfair business practices, or accepted the Card to facilitate, directly or indirectly, illegal activity of any kind, and without waiving American Express' other rights and remedies, American Express has the right to terminate Card acceptance.

If American Express finds that the Transaction involved a prohibited use of the Card (see [Section 3.3, "Prohibited Uses of the Card"](#)), American Express may apply the corrective actions listed above.

This list is not exhaustive and does not reflect all circumstances under which American Express may act to protect the interest of American Express.

Chargebacks and Inquiries

- 11.1 Introduction
- 11.2 Transaction Process
- 11.3 Disputed Charge Process
- 11.4 How We Chargeback
- 11.5 Tips for Avoiding Chargebacks



11.1 Introduction

This chapter describes how American Express processes Chargebacks and Inquiries.

Highlights of this chapter include:

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

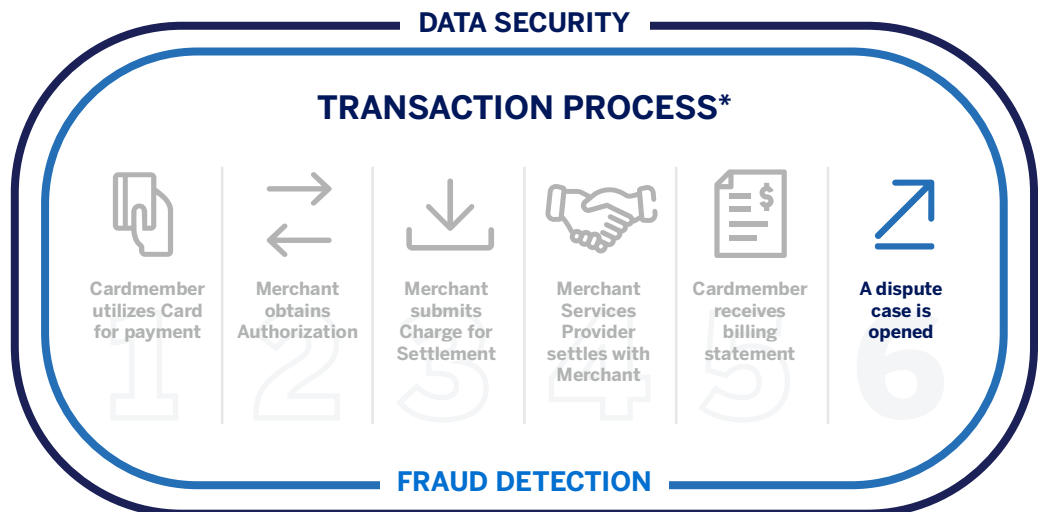
11.2 Transaction Process

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

- Cardmember dissatisfaction with some aspect of the purchase, (e.g., a failure to receive the merchandise, duplicate billing of a Charge, incorrect billing amount),
- an unrecognized Charge where the Cardmember requests additional information, or
- actual or alleged fraudulent Transactions.

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

You must not suggest or require Cardmembers to waive their right to dispute any Transaction.

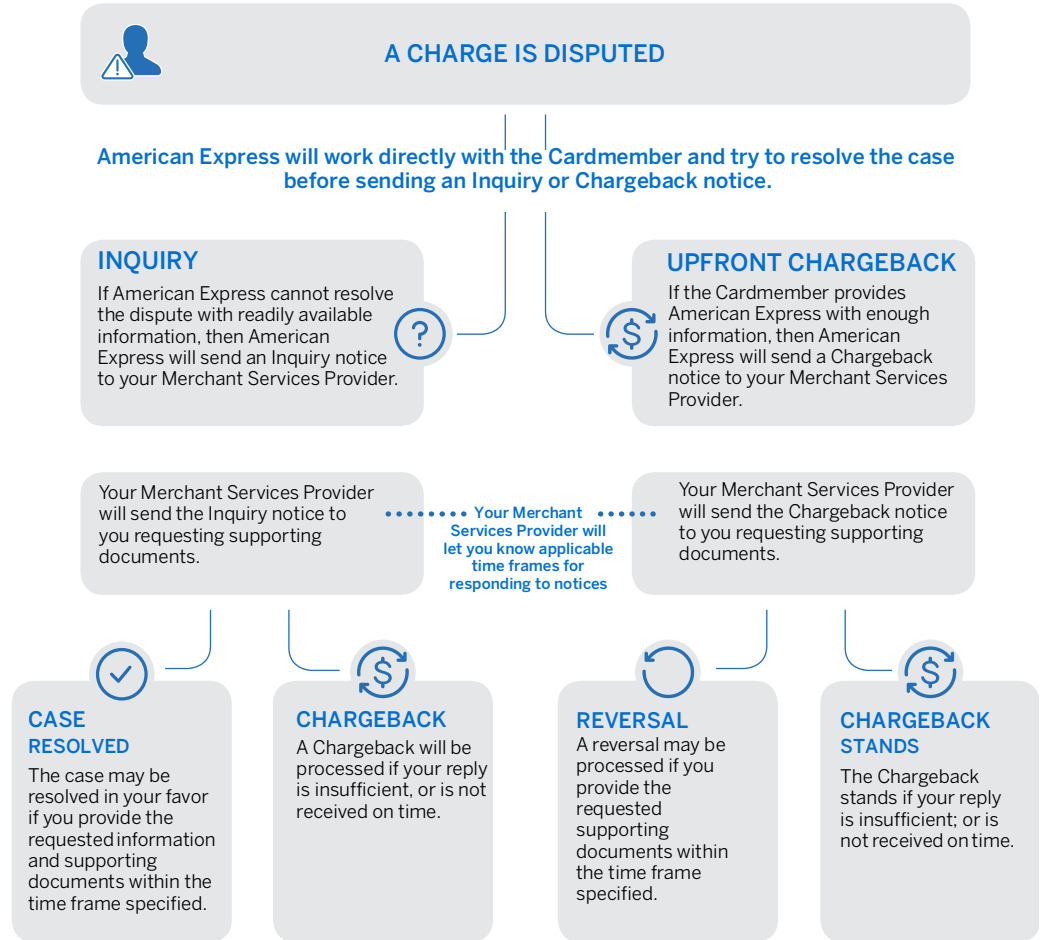


* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

11.3 Disputed Charge Process

11.3.1 Mapping out the Disputes Process

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



11.3.2 With respect to a Disputed Charge:

- You may receive an Inquiry from your Merchant Services Provider prior to a Chargeback being exercised, or
- Prior to receiving an Inquiry, you may receive a Chargeback if it is determined that sufficient information is available to resolve the Disputed Charge in favor of the Cardmember.

11.3.3 American Express has Chargeback rights:

- whenever Cardmembers bring Disputed Charges, as described in this section, or have rights under Applicable Law or contract to withhold payments,
- in cases of actual or alleged fraud relating to Charges,
- if you do not comply with the Agreement (including omitting any Transaction Data from Charge Submissions), even if your Merchant Services Provider and/or American Express had notice when you were paid by your Merchant Services Provider for a Charge that you did not so comply and even if you obtained Authorization for the Charge in question, or
- as provided elsewhere in the Agreement.

Contact your Merchant Services Provider for additional information and guidance regarding Disputed Charges and Chargebacks.

11.4 How We Chargeback

We may Chargeback by (i) deducting, withholding, recouping from, or otherwise offsetting against our payment to your Merchant Services Provider for a Charge you submitted; or (ii) reversing a Charge for which we have not paid you. Our failure to demand payment does not waive our Chargeback rights.

Your Merchant Services Provider may have additional rights and remedies with respect to Disputed Charges. Please contact your Merchant Services Provider for more information on their Chargeback procedures.

11.5 Tips for Avoiding Chargebacks

Inquiries can be expensive and time consuming for all parties involved. Follow these general steps and you may avoid unnecessary Inquiries and Chargebacks:

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

Specific Industries

- 12.1 Introduction
- 12.2 Auto Dealers
- 12.3 Business-to-Business (B2B)/ Wholesale Distribution
- 12.4 Charitable Donations
- 12.5 E-Commerce Businesses
- 12.6 Government/Utilities/Education
- 12.7 Insurance
- 12.8 Internet/Online Pharmacies
- 12.9 Oil/Petroleum
- 12.10 Online/Mail Order Tobacco Retail
- 12.11 Rental Establishments
- 12.12 Travel Industries



12.1 Introduction

This chapter states additional policies and procedures applicable to Merchants classified in specific industries. All other provisions and requirements of the Agreement apply to these Merchants as well. To the extent possible, the provisions of this [Chapter 12, "Specific Industries"](#) and the other provisions of the *Merchant Operating Guide* shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then the provisions of this [Chapter 12, "Specific Industries"](#) shall govern.

12.2 Auto Dealers

This section applies to Merchants classified in an auto dealer industry.

The following requirements will apply to Charges for the down payment or the entire purchase price of new and used motor vehicles.

You may accept the Card for down payment of a motor vehicle, subject to the following provisions:

- You must not submit a Charge for the down payment price of a used motor vehicle unless and until you have obtained the Cardmember's approval in writing on the agreement/bill of sale setting forth the terms of the sale, including down payment price, and your cancellation policy.
- In addition to other Chargeback rights, American Express also has Chargeback rights for any portion of the Charge for the down payment price of a used motor vehicle which is disputed by the Cardmember, if such Disputed Charge cannot be resolved in your favor based upon unambiguous language contained in the written agreement/bill of sale.
- Should a Cardmember exercise his or her right to rescind the written agreement/bill of sale during any rescission period set forth in the Cardmember's agreement with you or at law, you shall submit a Credit to your Merchant Services Provider promptly.
- If you are classified as an auto dealer of used motor vehicles exclusively, the down payment must not exceed 50% of the full purchase price of the motor vehicle.
- If the Cardmember denies making or authorizing the Charge, American Express will have Chargeback rights for such Charge in addition to its other Chargeback rights.

You may also accept the Card for the entire purchase price of a new or used motor vehicle, subject to the following provisions:

- You are classified as an auto dealer of new or new and used motor vehicles (i.e., your dealership sells new motor vehicles exclusively or both new and used motor vehicles).
- The amount of the Charge does not exceed the total price of the motor vehicle after deduction of applicable discounts, taxes, rebates, cash down payments, and trade-in values.
- You must not submit a Charge for the entire purchase price of a new or used motor vehicle unless and until you have a written agreement/bill of sale signed by the Cardmember setting forth the terms of the sale, including purchase price, delivery date and your cancellation policy.
- In addition to other Chargeback rights, American Express also has Chargeback rights for any portion of the Charge for the entire purchase price of a new or used motor vehicle which is disputed by the Cardmember, if such Disputed Charge cannot be resolved in your favor based upon unambiguous language contained in the written agreement/bill of sale.
- Should a Cardmember exercise his or her right to rescind the written agreement/bill of sale during any rescission period set forth in the Cardmember's agreement with you or at law, you shall submit a Credit to your Merchant Services Provider promptly.

- If the Cardmember denies making or authorizing the Charge and you have not transferred title or physical possession of the motor vehicle to the Cardmember, American Express will have Chargeback rights for such Charge in addition to its other Chargeback rights.

12.3 Business-to-Business (B2B)/ Wholesale Distribution

If you are classified in the business-to-business (B2B) or wholesale distribution industries, and it is determined that you are not in the Telecommunications industry, then notwithstanding the prohibition in [Section 3.3, "Prohibited Uses of the Card"](#), you may accept the Card for overdue amounts to the extent that acceptance of overdue amounts is a common practice in your industry and does not constitute an attempt to obtain payment from the Cardmember whose prior methods of payment have been difficult to collect or uncollectable. An indicator of such difficulty, for example, may be the fact that you have sent an overdue customer account to collections.

For the purposes of [Section 6.5, "Submission Requirements – Electronic"](#), a Charge submitted by your Establishments classified in the foregoing industries will be deemed "incurred" on the date the Cardmember indicates to you that the Cardmember will pay for the goods or services purchased with the Card, so long as:

- this is a common practice in your industry, and
- does not constitute an attempt to obtain payment from the Cardmember when prior methods of payment have been difficult to collect or uncollectable.

Notwithstanding the restriction in [Section 6.5, "Submission Requirements – Electronic"](#), you must not submit any Charge until the goods have been shipped or services have been provided to the Cardmember. To the extent that you have clearly disclosed your intentions to the Cardmember and the Cardmember agrees, then you may submit the following types of Charges to your Merchant Services Provider before you ship the goods to the Cardmember:

- Charges representing deposits on custom and special orders (so long as you comply with Applicable Law) or goods not in inventory at the time the order is placed.
- Charges representing advance, partial, or full payment for goods that the Cardmember requests you to ship at a later date.

12.4 Charitable Donations

If it is determined that you are a non-profit organization incorporated or registered under Applicable Law, and recognized as an Entity qualifying for tax exemption, then:

- You must provide your Merchant Services Provider, on request, documentation of such tax exempt status (e.g., tax-exempt status must be published in the section of "Authorized Charities Directory" at Servicio de Administración Tributaria (SAT) web page at <http://www.sat.gob.mx>).
- You may accept the Card for charitable donations that:
 - are tax deductible to the payor as a charitable contribution, or
 - include the receipt of an item or service of value (such as a meal or admission to an event or other incentive) where at least a portion of the amount is tax-deductible to the payor as a charitable contribution.

12.5 E-Commerce Businesses

If you are operating a website or e-commerce business, you must include the following website information display requirements on your website:

- An accurate description of the goods/services offered, including the currency type for the Transaction. Transaction currency must be in Mexican Pesos.

- Your physical address in Mexico.
- An email address and a telephone number for customer service disputes.
- Return/refund policy.
- A description of your delivery policy (e.g., No COD, No overnight).
- A description of your security practices (e.g., information highlighting security practices you use to secure Transactions on your systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

A privacy statement regarding the type of personal information collected and how the information is used. Additionally, you must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

12.6 Government/Utilities/Education

This section applies to Merchants classified in the government, utilities, or certain education industries (i.e. higher education, private school–kindergarten to grade 12).

Customers should feel free to use all forms of payment that you accept without being penalized for choosing a particular form of payment. To promote consumer choice, you are generally prohibited from imposing any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all Other Payment Products. See [Section 3.2, "Treatment of the American Express Brand"](#).

You must not impose a higher convenience fee, whether in the form of a flat fee or as a percentage of the final Transaction amount, on Charges than you impose on Other Payment Products, except for automated clearing house funds transfers, cash, and checks. American Express views discrimination against Cardmembers as a breach of the Agreement.

If you are classified in the government, utilities, or education sectors, you may assess convenience fees on Charges, provided that they comply with the other requirements of this section.

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

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

Your Merchant Services Provider can only assess a convenience fee when it accepts the Card for the foregoing Charges in compliance with the requirements of this section.

12.7 Insurance

This section contains provisions specific to Merchants classified in the insurance industry.

American Express undertakes no responsibility on your behalf for the collection or timely remittance of premiums. American Express will not be subject to any liability, under any circumstances, for any claim arising from, or related to, any insurance policy you issued. You must indemnify, defend, and hold harmless American Express and its Affiliates, successors, assigns, and Issuers, from and against all damages, liabilities, losses, costs, and expenses, including legal fees, to Cardmembers (or former Cardmembers) arising or alleged to have arisen from your termination or other action regarding their insurance coverage.

12.8 Internet/Online Pharmacies

If you are classified or it is otherwise determined that you are an internet/online pharmacy Merchant that accepts the Card for sales of prescription medications (as defined by Applicable Law) in the Card Not Present environment:

- You must be certified by the Verified Internet Pharmacy Practice Sites program of the National Association of Boards of Pharmacy (www.nabp.net), or
- You or your authorized representative must attest that you comply with the licensing and inspection requirements of (i) federal, state, and/or provincial laws and the jurisdiction in which you are located and (ii) each jurisdiction to which you dispense pharmaceuticals.

Upon request, you or your Merchant Services Provider must promptly provide documentation that you fulfill the foregoing requirements. Failure to provide this documentation promptly may result in the cancellation or disenfranchisement of Card acceptance privileges.

Specific procedures exist for Transaction processing by internet/online Merchants. These procedures appear in [Section 4.7, "Processing a Card Not Present Charge"](#).

12.9 Oil/Petroleum

If you are classified in the oil and petroleum industry, your Merchant Services Provider may place you in the Fraud Full Recourse Program if you accept Charges originating at a CAT gas pump. For information about Customer Activated Terminals, see [Section 4.6, "Customer Activated Terminals"](#).

12.9.1 Requirements

You must:

- Obtain a unique Merchant Number from your Merchant Services Provider for your CAT gas pump sales. If you conduct any other business at your Establishment (e.g., convenience store sales, car washing services), you must obtain a unique Merchant Number for those lines of your business.
- Submit dealer location data along with each Authorization request and each Submission file. Dealer location data consists of your business:
 - dealer number (store number)
 - name
 - street address
 - city
 - postal code

12.9.2 Recommendations

American Express has implemented several policies and fraud prevention tools to assist in combating fraud at the gasoline pump. Work with your Merchant Services Provider for additional information on these policies and to determine which fraud prevention tools are supported.

American Express recommends that you:

- Set a pre-Authorization request of \$100 at your CAT gas pumps.
- For higher Charges such as diesel, adjust the pre-Authorization amount to accommodate the higher Charges.
- Set your CAT gas pumps to shut off when they reach the pre-Authorization amount.
- Request a separate Authorization for purchases that exceed the original pre-Authorization amount.

12.10 Online/Mail Order Tobacco Retail

If you are classified or it is otherwise determined that you are an online or mail order (or both) tobacco or e-cigarette Merchant, then you must provide the website address of the online store from which you sell your tobacco products. If your website facilitates tobacco sales, you may be required on request to provide an executed and notarized Affidavit of Compliance with Laws - Online/Mail Order Tobacco. Failure to provide this documentation promptly may result in the cancellation or disentanglement of Card acceptance privileges. American Express may monitor your website. Contact your Merchant Services Provider for additional information.

12.11 Rental Establishments

This section applies to Merchants classified in the Rental Establishments industries.

Customers should feel free to use all forms of payment that you accept without being penalized for choosing a particular form of payment. To promote consumer choice, Merchants are generally prohibited from imposing any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all Other Payment Products. See [Section 3.2, "Treatment of the American Express Brand"](#). You must not impose a higher convenience fee, whether in the form of a flat fee or as a percentage of the final Transaction amount, on Charges than you impose on Other Payment Products, except for automated clearing house funds transfers, cash, and checks.

If you are classified as a Rental Establishment, you may assess convenience fees on Charges, provided that you comply with the other requirements of [Chapter 4, "Transaction Processing"](#) and this section, as follows:

- You must clearly disclose the amount of convenience fees to the customer, which may include itemization on the customer receipt, invoice, or confirmation email, and give the customer the opportunity to cancel the Charge if the customer does not want to pay the convenience fee.
- Any explanation, verbal or written, describing why the convenience fee is being assessed, or how it is calculated, must characterize the convenience fee as an assessment to cover your administrative costs and not as an assessment to cover your cost of accepting the Card.

Your Merchant Services Provider can only assess a convenience fee when it accepts the Card for Charges in compliance with the requirements of this section.

12.12 Travel Industries

Additional policies and procedures are applicable to Merchants classified in the lodging and vehicle rental industries. In addition, the Assured Reservations Program is available to Merchants in the lodging, trailer park/campground, vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals (see [Subsection 12.12.3, "Assured Reservations"](#)).

12.12.1 Lodging

This section applies to Merchants classified in the lodging industry. The Assured Reservations and CARDeposit® programs allow certain Charges to be submitted that would otherwise not be allowed by American Express.

12.12.1.1 Assured Reservations – Lodging

Assured Reservations means a Cardmember's accommodation is guaranteed by you to be held until the published check-out time on the date following the scheduled arrival date, as indicated

by the Cardmember when making the Assured Reservation. You must honor Assured Reservations.

Lodging Merchants may submit "no show" charges, if they comply with the provisions of the Assured Reservations Program and the Cardmember does not use or cancel the reservation in accordance with program requirements.

Your Assured Reservations Program responsibilities include the following:

- When accepting an Assured Reservation, you must advise the Cardmember that, if the Cardmember does not claim the Assured Reservation, or cancel it within the time specified in your stated reservation policy, the Cardmember may be charged for one (1) night's lodging plus applicable taxes. If the Cardmember does not claim the Assured Reservation or cancel in accordance with your stated reservation policy, you may bill the Cardmember for a "no show" Charge.
- If the Cardmember cancels an Assured Reservation, you must provide a cancellation number to the Cardmember and maintain a record of the cancellation number.
- Use the proper "no show" indicator, when submitting a "no show" Charge. If you are unsure of how to transmit using this code, contact your Merchant Services Provider.

If you do not honor the Assured Reservations Program requirements your obligation to the Cardmember is the following:

- Pay for one (1) night's accommodation at a comparable property, located nearby.
- Pay for transportation to the alternate location.
- Pay for a three (3)-minute telephone call.
- Use good faith efforts to forward all communications to the Cardmember at the alternate location.

Failure to meet the previously-mentioned obligations may result in a Chargeback if the Cardmember disputes a "no show" Charge.

If American Express receives disproportionate numbers of Disputed "no show" Charges, you must work with your Merchant Services Provider to reduce the number of disputes. If such efforts fail to reduce the number of disputes, you may be placed in a Chargeback program.

12.12.1.2 CARDeposit Program

As a lodging Merchant, if you require room deposits, you must participate in the CARDeposit program. You must accept the Card for payment of CARDeposits. Your CARDeposit program responsibilities include the following:

- Follow all requirements for an Advance Payment Charge, as described in [Section 4.14, "Advance Payment Charges"](#).
- Upon arrival, the Cardmember must show the Card. If the Cardmember does not have the Card, other identification must be shown.
- Ensure the Charge Record contains the words "CARDeposit" on the Cardmember signature line or, for Charge Records submitted electronically, the appropriate indicator on the Charge Data. If you are unsure of how to submit the Charge using the appropriate indicator, contact your Merchant Services Provider.

CARDeposit Program

A program that permits Cardmembers to charge the payment of an Advance Payment Charge to their Cards when a deposit is required.

CARDeposit Program
 A program that permits Cardmembers to charge the payment of an Advance Payment Charge to their Cards when a deposit is required.

If	Then
The CARDeposit is canceled	You must send a written cancellation notice showing the cancellation number to the Cardmember within three (3) business days from the date of such cancellation. If a refund is due, pursuant to your advance deposit cancellation policy, you must include the appropriate indicator or submit a Credit form with the words "CARDeposit Cancellation" on the Cardmember signature line. If you are unsure of how to submit using the appropriate indicator, contact your Merchant Services Provider.
An arrival date of a CARDeposit is changed	You must send the Cardmember a written confirmation of the change within three (3) business days from the date the reservation was changed.
You are unable to honor a CARDeposit that was not previously canceled	Your obligation to the Cardmember includes the following: <ul style="list-style-type: none"> You must issue a Credit for the CARDeposit. You must pay for accommodations at a comparable location nearby, until the duration of the original reservation expires (up to fourteen (14) nights) or until accommodations become available at the original location, whichever occurs first. You must provide transportation to and from the alternate location once a day until the original accommodations are available. You must pay for one, three (3)-minute call to advise of the move to the alternate location, and one, three (3)-minute call to advise of the return to the original location.

12.12.1.3 Emergency Check-in

If a Cardmember whose Card is lost or stolen requests check-in, you must call your Merchant Services Provider, request "Authorization for an Emergency Check-in," and follow the instructions.

12.12.2 Vehicle Rentals

This section applies to Merchants classified in the vehicle rental industry. When Cardmembers opt to pay for vehicle rentals (not to exceed four (4) consecutive months) on the Card, you must comply with these procedures.

12.12.2.1 Prepayment on Vehicle Rentals

If you permit Cardmembers to make Charges with the Card for vehicle rentals where Cardmembers elect to prepay for a vehicle rental over the phone, at the counter, and via your company websites (not on any other third-party reservation system) (Prepaid Rental), you must:

- Follow all requirements for an Advance Payment Charge, as described in [Section 4.14, "Advance Payment Charges"](#).
- Ensure that your vehicle rental contract with the Cardmember contains the terms and conditions of said reservation and cancellation policies.

12.12.2.2 Assured Reservations — Vehicle Rentals

Assured Reservations means a Cardmember's reservation is guaranteed by you to be held until the vehicle return time, as indicated by the Cardmember when making the Assured Reservation. You must honor Assured Reservations.

Vehicle Rental Merchants may submit "no show" charges, if they comply with the provisions of the Assured Reservations Program and the Cardmember does not use or cancel the reservation in accordance with program requirements. See [Subsection 12.12.3. "Assured Reservations"](#) for details.

12.12.2.3 Capital Damages

If a Cardmember voluntarily opts to use the Card to pay for property damage to a rented vehicle (Capital Damages), you may accept the Card, provided you have complied with all of the following conditions for payments of such items:

Merchants should provide the Cardmember with written documentation containing all of the Capital Damages details (e.g., incident report, damage estimate, photographs of the damages) when the Charge is submitted.

- The Card was used for the vehicle rental at the time the vehicle was checked out.
 - You must provide in writing, to the Cardmember, an itemized list and description of specific damages which have occurred.
 - Prior to submitting a Charge, you must obtain the Cardmember's agreement in writing* to:
 - Accept responsibility for the Capital Damages, and
 - Select American Express as the payment method for the Capital Damages, and
 - Accept the total estimated amount for which the Cardmember may be responsible, and that the final billed amount can be up to 15% more than the estimated amount. No amounts in excess of 115% of the disclosed amount shall be charged to the Cardmember's Card, without the express prior written consent of the Cardmember.
- * The Cardmember's acknowledgment must be made after the damages have occurred and without any threat or duress.
- You must obtain Authorization for the amount of the Capital Damages each time a Capital Damages Charge is submitted.
 - On each occasion the Cardmember has chosen to use the Card for Capital Damages, you must prepare a Charge Record separate from the Charge Record for the rental. You must adhere to all requirements outlined in [Chapter 4. "Transaction Processing"](#) for the completion of the Charge Record. In addition, you must observe the following:
 - After the exact amount of the Capital Damages has been determined and the Charge is ready for Submission, you must provide the Cardmember with an itemized notice of damages; insert the amount of the Capital Damages on the Charge Record (in no event in excess of the estimated amount plus 15% agreed to by the Cardmember in writing).
 - For Charge Records submitted on paper or by other non-electronic means, you must write "Capital Damages" on the signature line; for electronic Submission you must provide the indicator. For instructions on how to provide the indicator, contact your Merchant Services Provider.
 - In addition to the other Chargeback rights contained in the Agreement, American Express may exercise its Chargeback rights with respect to any Charge for Capital Damages which is not submitted in accordance with all the procedures contained within the Agreement, including the provisions of this [Subsection 12.12.2.3. "Capital Damages"](#).

You must never include the following in an Authorization Request or in a Charge Submission:

- Losses due to theft of the vehicle, or
- Loss of revenue incurred by you due to loss of use of the rental vehicle in question.

12.12.2.4 Capital Damages to Rental Vehicles – Documentation

You must comply with requests from the Cardmember or the Cardmember's insurance adjuster to supply documentation related to the capital loss incident, if applicable.

12.12.3 Assured Reservations

Assured Reservations Program

The Assured Reservation Program allows Cardmembers to contact a participating property or rental agency to make an Assured Reservation and guarantee the reservation by giving their American Express Card. The Assured Reservation Program is available to the following industries: hotel, trailer park/campground, vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals.

Assured Reservations means:

- For accommodation reservations (including hotel and trailer park/campground): a Cardmember's accommodation is guaranteed by you to be held until the published check-out time on the date following the scheduled arrival date, as indicated by the Cardmember when making the Assured Reservation.
- For vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals: a Cardmember's reservation is guaranteed by you to be held until the return time, as indicated by the Cardmember when making the Assured Reservation.

You must honor Assured Reservations. You may submit "no show" Charges, if you comply with the provisions of the Assured Reservations Program and the Cardmember does not use or cancel the reservation in accordance with program requirements.

Your Assured Reservations Program responsibilities include the following:

- When accepting an Assured Reservation, you must advise the Cardmember that, if the Cardmember does not claim the Assured Reservation, or cancel it within the time specified in your stated reservation policy, you may bill the Cardmember for a "no show" Charge as follows:
 - For accommodation reservations (including hotel and trailer park/campground): one (1) night's accommodation plus applicable taxes.
 - For vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals: one (1) day's rental or the daily/hourly incremental equivalent of the rental rate agreed upon in the rental agreement, plus applicable taxes.
- If the Cardmember cancels an Assured Reservation, you must provide a cancellation number to the Cardmember and maintain a record of the cancellation number.
- Use the proper "no show" indicator, when submitting a "no show" Charge. If you are unsure of how to transmit using this code, contact your Merchant Services Provider.

If you do not honor the Assured Reservation Program requirements, you must provide comparable accommodations, and/or services, when reasonably available, at no additional cost to the Cardmember, in accordance with the rental agreement. Merchants classified in the Lodging industry are also subject to the requirements set forth in [Subsection 12.12.1.1, "Assured Reservations — Lodging"](#).

Failure to satisfy the previously-mentioned obligations may result in a Chargeback if the Cardmember disputes a "no show" Charge.

If a disproportionate numbers of Disputed "no show" Charges are received, you must work to reduce the number of disputes. If such efforts fail to reduce the number of disputes, you may be placed in a Chargeback program.

Glossary of Terms

Advance Payment Charge

A Charge for which full payment is made in advance of Merchant providing the goods and/or rendering the services to the Cardmember.

Affiliate

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 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.

Agency

Any Entity or line of business that uses Merchant's Marks or holds itself out to the public as a member of Merchant's group of companies.

Aggregated Charge

A Charge that combines multiple small purchases or refunds (or both) incurred on a Card into a single, larger Charge before submitting the Charge for payment.

Agreement

The merchant processing agreement or sponsored merchant agreement, the *American Express Merchant Operating Guide*, and any accompanying schedules and exhibits, collectively, between Merchant and its Merchant Services Provider.

American Express

American Express Company (Mexico) S.A. de C.V.

American Express Brand

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

American Express Card or Cards

(i) any card, account access device, or payment device or service bearing an American Express or an American Express Affiliate's Marks and issued by an Issuer or (ii) a Card Number. Card also includes any card or other account access device or service issued by a Third Party Issuer and bearing such Third Party Issuer's name or Marks but not the Marks of American Express.

American Express Network or Network

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

Applicable Law

(i) any law, statute, regulation, ordinance, or subordinate legislation in force from time to time to which Merchant or its Merchant Services Provider is subject, (ii) the common law as applicable to them from time to time, (iii) any court order, judgment, or decree that is binding on them, and (iv) any directive, policy, rule, or order that is binding on them and that is made or given by a regulator or other government or government agency of any Territory, or other national, federal, commonwealth, state, provincial, or local jurisdiction.

Application-initiated Transaction

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

Approval/Approved

A message granting an Authorization in response to a request for Authorization from a Merchant, consisting of an Approval or other indicator.

Assured Reservation Program

A program that allows Cardmembers to contact a participating property or rental agency to make an Assured Reservation and guarantee the hotel reservation by giving their American Express Card. The Assured Reservation Program is available to the following industries: hotel, trailer park/campground, vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals.

Authorization/Authorized

The process by which a Merchant obtains an Approval for a Charge in accordance with the Agreement.

Bank Account

An account that Merchant holds at a bank or other financial institution.

Batch

A group of Transactions, submitted to your Merchant Services Provider, usually on a daily basis.

Card—See [American Express Card or Cards](#).

Card Data

Includes the following elements: Cardmember name, Card Number, Expiration Date, Charge date, the amount of the Charge, the Approval, description of goods and services, Merchant name, Merchant address, Merchant Number and if applicable the Establishment number, Cardmember signature (if obtained), 'No Refund' if you have a no refund policy, and all other information as required from time to time by your Merchant Services Provider, American Express, or Applicable Law.

Card Identification (CID) Number

A four-digit number printed on the Card. See [Section 5.9, "Card Identification \(CID\) Number"](#) for additional information.

Card Not Present Charge

A Charge for which the Card is not presented at the point of sale (e.g., Charges by mail, telephone, fax, or the internet).

Card Number

The unique identifying number that the Issuer assigns to the Card when it is issued.

Card Present Charge

A Charge for which the physical Card and Cardmember are present at the point of sale, including In-Person Charges and Charges made at CATs.

CARDeposit Program

A program that permits Cardmembers to charge the payment of an Advance Payment Charge to their Cards when a deposit is required. See [Subsection 12.12.1.2, "CARDeposit Program"](#) for additional information.

Cardmember (also referred to as Card Member)

An individual or Entity (i) that has entered into an agreement establishing a Card account with an Issuer or (ii) whose name appears on the Card.

Cardmember Information

Any information about Cardmembers and Transactions, including, but not limited to, Transaction Data, and Cardmember name, addresses, Card Numbers, and CID Numbers.

Charge

A payment or purchase made on the Card.

Charge Data

Data to be included in Submissions of Charge Records.

Charge Record

A reproducible (both paper and electronic) record of a Charge that complies with American Express' requirements and contains the Card Number, Transaction date, dollar amount, Approval, Cardmember signature (if applicable), and other information.

Chargeback

When used as a verb, means (i) your Merchant Services Provider's reimbursement from you for the amount of a Charge charged back to you, or (ii) your Merchant Services Provider's reversal of a Charge for which it has not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal.

Chip

An integrated microchip embedded on a Card containing Cardmember and account information.

Chip Card

A Card that contains a Chip and could require a PIN as a means of verifying the identity of the Cardmember or account information contained in the Chip, or both, (sometimes called a "smart Card", an "EMV Card", or an "ICC" or "integrated circuit Card" in American Express' materials).

Chip Card Data

The information contained in the Chip on a Chip Card that is used to process Transactions.

Code 10

A phrase that a Merchant communicates to its Merchant Services Provider to alert of a possible suspicious Card and/or Transaction. Code 10 situations usually occur during Authorization.

Collusion

Any Transaction, activity, or agreement conducted by a Merchant or its agent with another party, including another Merchant or a Cardmember, which the Merchant knew or should have known was not legitimate, or carried out in violation of [Chapter 10, "Risk Evaluation"](#).

Compelling Evidence

Additional types of documentation provided by the Merchant to demonstrate the Cardmember participated in the Transaction, received goods or services, or benefited from the Transaction. Please contact your Merchant Services Provider for additional information regarding Compelling Evidence.

Consumer Device Cardholder Verification Method (CDCVM)

An Issuer approved, American Express recognized Cardholder Verification Method whereby the Cardmember's credentials are verified on a Mobile Device.

Contactless

Technology enabling a Card or Mobile Device embedded with a radio frequency component (currently, Expresspay) to communicate with a radio frequency-enabled POS System to initiate a Transaction. See also [Expresspay](#).

Covered Parties

Any or all of your employees, agents, representatives, subcontractors, processors, Service Providers, providers of your point-of-sale (POS) equipment or systems, or payment processing solutions, Entities associated with your American Express merchant account, and any other party to whom you may provide Cardholder Data or Sensitive Authentication Data (or both) access in accordance with the Agreement.

Credit

The amount of the Charge that Merchant refunds to Cardmembers for purchases or payments made on the Card.

Credit Record

A record of Credit that complies with American Express' requirements.

Customer Activated Terminal (CAT)

An unattended POS System (e.g., gasoline pump, vending machine, check-out kiosk).

Data Security Requirements (DSR)

The American Express data security policy for Merchants, as described in [Chapter 8, "Protecting Cardmember Information"](#) of the *Merchant Operating Guide* and is also made available to Merchants at www.americanexpress.com.mx/dsr.

Debit Card

Any Card that accesses a demand deposit, current, savings, or similar account, excluding any Card bearing a Third Party Issuer's name or Marks without the Marks of American Express. A Transaction is settled from the accessed account. A Debit Card is not a Prepaid Card.

Decline

A message denying the Merchant's request for Authorization.

Delayed Delivery Charge

A single purchase for which Merchant must create and submit two separate Charge Records. The first Charge Record is for the deposit or down payment and the second Charge Record is for the balance of the purchase.

Digital Goods or Services

Digital merchandise or services downloaded or accessed via Internet or another file transfer process (e.g., movies, applications, games, virus scanning software).

Digital Wallet Application-initiated Transaction

An Application-initiated Transaction that is initiated by a digital wallet within a Mobile Device.

Digital Wallet Contactless-initiated Transaction

A contactless Transaction initiated by a digital wallet within a Mobile Device via the contactless interface.

Digital Wallet Magnetic Secure Transmission Transaction

A type of Digital Wallet Payment where a Transaction is initiated by a digital wallet within a Mobile Device via the magnetic stripe reader within a POS system.

Digital Wallet Payment

A Digital Wallet Contactless-initiated Transaction, Digital Wallet Application-initiated Transaction, and/or Digital Wallet Magnetic Secure Transmission (MST) Transaction conducted via a digital wallet, operated by an American Express approved third party wallet provider that resides on a Mobile Device.

Disputed Charge

A Charge about which a claim, complaint, or question has been brought.

E-commerce

Electronic commerce is the buying or selling of physical or Digital Goods or Services using the Internet or an electronic network.

E-commerce Transaction

The purchasing of physical or Digital Goods or Services using the Internet, an application, or electronic network on either a personal computer or Mobile Device including, but not limited to, Internet Transactions or Digital Wallet Application-initiated Transactions.

Entity

A corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

Establishments

Any or all of your and your Affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

Estimated Authorization

An Authorization for an estimated amount that differs from the final submission amount.

Estimated Lodging Charge

The estimated amount of Charges based on the room rates and the number of days the Cardmember expects to stay, plus taxes and other known incidental amounts.

Estimated Vehicle Rental Charge

The rental rate multiplied by the rental period reserved by the Cardmember, plus taxes and any known incidental amounts.

Expiration Date

The month and year on which a Card expires (sometimes referred to as "valid thru" or "active thru" date).

Expresspay

An American Express program that enables Contactless transactions.

Floor Limit

A monetary threshold for a single Charge, at or above which Merchant must obtain an Authorization before completing the Charge.

Fraud Full Recourse Program

One of American Express' Chargeback programs.

High Risk Merchant

A Merchant designation indicating that certain fraud Transactions conducted at the Merchant may be issued as a Chargeback to the Merchant under American Express' Fraud Full Recourse Program.

Immediate Chargeback Program

One of American Express' Chargeback programs.

In-Person Charge

A Card Present Charge excluding Charges made at CATs (e.g., a Charge taken at a Merchant attended retail location where the Card is swiped, read by a contactless reader, inserted into a Chip Card reader, or manually key-entered).

Inquiry

A request for information about a Disputed Charge.

Internet Electronic Delivery

The delivery of Digital Goods or Services purchased on the internet via an internet or an electronic network download or another file transfer process (e.g., images or software download).

Internet Order

Card payment information that is taken via the World Wide Web, online (usually via a website payment page), email, intranet, extranet, or other similar network in payment for merchandise or services.

Introductory Offer

A free or reduced cost trial, promotion, or other similar offer for a limited period of time that allows Cardmembers to try a product or service before the Card is billed for the regular price of the product or service.

Issuer

Any Entity (including American Express and its Affiliates) licensed by American Express or an American Express Affiliate to issue Cards and to engage in the Card issuing business.

Magnetic Stripe

A stripe on the back of a Card that contains Cardmember and account information in machine readable form.

Marks

Names, logos, service marks, trademarks, trade names, taglines, or other proprietary designs or designations.

Merchant

Any seller of goods or services, non-profit, or government Entity that enters into an agreement with a Merchant Services Provider wherein the seller agrees to (i) permit any Cardmember to charge purchases of goods and services at or with such Merchant by means of the Card and (ii) transfer Transactions to American Express through Merchant Services Provider. Sponsored Merchants shall be included within the meaning of Merchants.

Merchant Account

An account established by Merchant Services Provider upon entering into an Agreement with a Merchant.

Merchant Category Code

The four (4) digit code used to identify the industry in which the Merchant is doing business.

Merchant Number

The unique merchant identification number (or MID) provided by Merchant Services Provider to Merchant for submitting transactions.

Merchant Operating Guide

The *American Express Merchant Operating Guide*, which is available at www.americanexpress.com.mx/guia-comercio.

Merchant Services Provider

An Entity authorized under the American Express OptBlue® Program to accept Charges from a Merchant pursuant to an Agreement or a Payment Aggregator authorized to accept Charges from a Merchant. These services may include, but are not limited to, processing transactions, facilitating authorizations on purchases, and capturing data, merchant accounting, backroom operations (e.g., chargebacks and detecting fraud), provision of point of sale equipment, solutions, or systems, sales, or customer service.

Mobile Device

An Issuer approved and American Express recognized electronic device (including, but not limited to, a mobile telephone, tablet, or wearable device) that is enabled to initiate a Digital Wallet Payment Transaction.

Mobile Point of Sale (MPOS)

A generic term for a system comprising of a commercial off-the-shelf mobile computing device with cellular or Wi-Fi data connectivity (such as a phone, tablet, or laptop) that may be used in conjunction with a Card-reading peripheral to accept contact and/or Contactless Transactions.

Network—See [American Express Network or Network](#).

No PIN Program

A program that allows an Establishment to not request a signature or PIN from Cardmembers. See [Section 4.17, "No PIN Program"](#) for additional information.

Other Payment Products

Any charge, credit, debit, stored value, prepaid, or smart cards, account access devices, or other payment cards, services, or products other than the Card.

Partial Immediate Chargeback Program

One of American Express' Chargeback programs.

Payment Aggregator

A provider of Payment Services (formerly referred to as "Payment Service Provider" or "PSP" and sometimes called an "aggregator" or "master merchant").

Payment Services

The provision of payment services in connection with Transactions between Cardmembers and Sponsored Merchants whereby the Entity providing such services (and not the Sponsored Merchant), is the Merchant of record, submits Transactions under its Merchant Number and receives payment from us for Charges (among other things).

Personal Identification Number (PIN)

A secret code for use with one or more American Express Network, Acquirer, or Issuer systems that is used to authenticate the user (e.g., a Cardmember) to that system.

Point of Sale (POS) System

An information processing system or equipment, including a terminal, personal computer, electronic cash register, contactless reader, Mobile Point of Sale (MPOS), or payment engine or process, used by a Merchant, to obtain Authorizations or to collect Transaction Data, or both.

Prepaid Card

A Card that is marked "Prepaid" or bearing such other identifiers used by American Express from time to time.

Proof of Delivery

A courier receipt which proves that the goods were delivered to the complete and valid shipping address provided by the Cardmember when the purchase was made.

Property Damage Fee

An additional sum of money that may be charged to a Cardmember in relation to property damage that has been sustained to the rental accommodation (or property therein) or rental equipment (or part thereof) during the stay or rental period for which the Merchant is able to demonstrate the genuine costs incurred or required to repair or replace the property or equipment.

Recurring Billing

An option offered to Cardmembers to make recurring Charges automatically on their Card (e.g., membership fees to health clubs, magazine subscriptions, and insurance premiums).

Rental Establishments

Long-term rentals used as primary residences.

Reloadable Prepaid

A Prepaid Card whereby once funds are depleted, it can be reloaded by adding funds to the Card.

Rights-holder

A natural or legal person or Entity having the legal standing and authority to assert a copyright or trademark right.

Settlement

The process by which your Merchant Services Provider compiles your debits and credits to calculate a net amount that will be applied to your Bank Account.

Split Tender

The use of multiple forms of payment (e.g., prepaid products, cash, American Express Card) for a single purchase.

Submission

The collection of Transaction Data sent to American Express.

System Outage

The interruption of either Merchant or Network systems or services (e.g., computer system failure, telecommunications failure, or regularly scheduled downtime).

Technical Specifications

The set of mandatory, conditional, and optional requirements related to connectivity to the Network and electronic Transaction processing, including Authorization and Submission of Transactions (sometimes called "specifications" in American Express' materials), which American Express may update from time to time.

Telecommunications

Communication services, including personal communication services; cellular, paging, long distance, etc.

Third Party Issuer

A third party Card Issuer whose Cards are accepted by the Merchant under the Agreement.

Token

A surrogate value that replaces the Card Number.

Transaction

A Charge or Credit completed by the means of a Card.

Transaction Data

All information required by American Express, evidencing one or more Transactions, including information obtained at the point of sale, information obtained or generated during Authorization and Submission, and any Chargeback.

Transmission

A method of sending Transaction Data to American Express whereby Transaction Data is transmitted electronically over communication lines.

Transmission Data

The same as Card Data except for the requirements to include: Cardmember name, Expiration Date, the Cardmember's signature (if obtained); and the words "No Refund" if the Merchant has a no refund policy.

URL

Uniform Resource Locator, a term used to identify an internet address.

Valid Dates

The dates on the Card that indicate the first and last date the Card can be used to make purchases.

We, our and us

American Express Company (Mexico) S.A. de C.V.

You and your

The individual or Entity that executes the Agreement with a Merchant Services Provider (sometimes called the "Merchant" or "Establishment" in this *Merchant Operating Guide*).



AMERICAN EXPRESS

Merchant Operating Guide

Mexico

October 2021

This guide is intended for use by Merchants that have entered into a legally binding Agreement with a Merchant Services Provider based in **Mexico** to accept the American Express® Card.

DON'T do business WITHOUT IT™



Summary of Changes

Change Bars

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



Summary of Changes Table

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

Chapter	Section/Subsection	Description of Change
Chapter 1, "Introduction"	Section 1.4, "Changes in the Merchant Operating Guide"	Clarified language.
Chapter 2, "Doing Business with American Express"	Subsection 2.5.1, "Merchant Category Codes"	Updated MCC requirements.
	Subsection 2.5.2, "Compliance with Payment Product Terms and Conditions"	Clarified language.
Chapter 4, "Transaction Processing"	Section 4.8, "Charge Records"	<ul style="list-style-type: none"> Clarified Charge Record requirements. Added exclusion for split shipment Transactions.
	Section 4.18, "Recurring Billing Charges"	Clarified Recurring Billing requirement.
	Section 4.19, "Processing Prepaid Cards"	Added Prepaid Cards' requirements.
	Section 4.22, "Split Shipment Transactions"	Added requirements for split shipment Transactions section.
Chapter 5, "Authorizations"	Section 5.5, "Estimated Authorization"	Increased the Estimated Authorization percentage from 20% to 30% for restaurant and bars.
Chapter 8, "Protecting Cardmember Information"	Section 8.2, "Definitions"	Updated definitions.
	Section 8.3, "Targeted Analysis Program (TAP) Cardholder Data Compromise"	Revised existing policy around Targeted Analysis Program (TAP).

Chapter	Section/Subsection	Description of Change
Chapter 10. "Risk Evaluation"	Section 10.2. "Prohibited Merchants"	Added/modified industries.
Chapter 12. "Specific Industries"	Subsection 12.12.1. "Lodging"	Relocated Estimated Authorization language to Section 5.5. "Estimated Authorization" .
	Subsection 12.12.2. "Vehicle Rentals"	
Glossary of Terms		Added/modified definitions.

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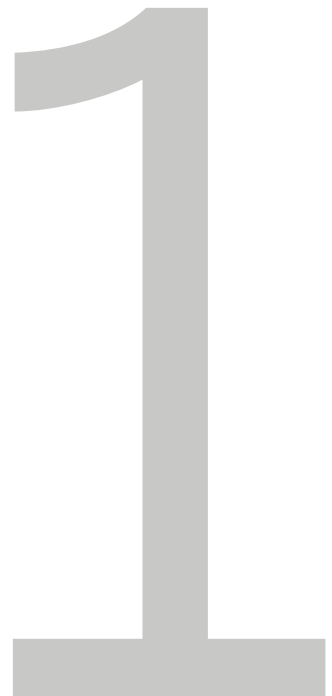
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1.1 About American Express

American Express was established more than 160 years ago and has undergone remarkable changes over the years. One characteristic has remained constant, however: our commitment to the core values of our founders. American Express is guided by a value system that is steadfastly focused on doing business in more than 130 countries around the globe with trust and integrity, delivering quality products and services to our valued customers.

The American Express Network operates worldwide, including in Territories where Applicable Law, or other considerations, may require that certain of our Affiliates or licensees act as Acquirers.

The Network also supports millions of Merchants globally and processes a vast number of Transactions daily, forging relationships between Cardmembers and Merchants. We help build the businesses of millions of Merchants, from neighborhood shops to multinational corporations.

1.2 About the Merchant Operating Guide

We are pleased to provide the *American Express Merchant Operating Guide*. It offers best practices, helpful tips, and available tools to assist your businesses. You can be more successful if you have access to and understand Card acceptance policies and procedures.

To serve all Merchants consistently, we require them to operate under the *Merchant Operating Guide*.

This *Merchant Operating Guide* sets forth the policies and procedures governing your acceptance of the American Express® Card. It is a part of, and is hereby incorporated by reference into, the Merchant Agreement with your Merchant Services Provider ("the Agreement"). You agree to be bound by and accept all provisions in the *Merchant Operating Guide* (as changed from time to time) as if fully set out in the Agreement and as a condition of your agreement to accept the Card.

You should consult with your Merchant Services Provider for further information about any policy or procedure contained in the *Merchant Operating Guide*.

1.2.1 Intended Audience for this Guide

This *Merchant Operating Guide* is intended for use by Merchants that have entered into a legally binding Agreement with a Merchant Services Provider based in Mexico to accept the American Express® Card. While not an exhaustive list, qualifying Merchants:

- are physically located and maintain a bank account at a financial institution in Mexico;
- have an estimated annual American Express Charge volume of less than MXN \$3,000,000; and,
- transact in Mexican currency (MXN) only and receive payment from its Merchant Services Provider into a local bank account.

1.3 Organization of the Merchant Operating Guide

Information boxes like this one are displayed throughout the *Merchant Operating Guide* to highlight important information such as definitions, fraud alerts, helpful tips, and further information.

The *American Express Merchant Operating Guide* is designed to meet the needs of busy Merchants. The content is organized into:

- global policies that apply to your Establishment, and
- country-specific policies that apply to your Establishments located in the specific country listed.

You should read the global policies together with any country-specific policies that follow. The two sections are organized one after the other, making it easier to read and find the information you need.

In the event of any conflict between the global policies and country-specific policies, the requirements of the country-specific policies take precedence. In the event of any conflict between the Agreement and Applicable Law, the requirements of law govern.

The *Merchant Operating Guide* follows the flow of the Transaction process—from Card acceptance, to **Authorization**, to Submission, to Settlement, to Disputed Charges, to Chargebacks. To make it easier for you to locate the information you need quickly, the *Merchant Operating Guide* was designed with the following functionality:

- Important information is identified throughout the *Merchant Operating Guide* using the information boxes to the left of the main text.
- Point-and-click links to and from chapters are identified by **blue underlined text** when viewing the *Merchant Operating Guide* online.
- A table of contents and comprehensive glossary are provided in the *Merchant Operating Guide*.
- **Capitalized** terms used in the *Merchant Operating Guide* have the meanings ascribed to them in the **Glossary of Terms**. In addition, certain **specialized** terms also appear and are defined in the chapter or section in which they are used.
- All amounts referenced herein are stated in **Mexican Pesos**.

1.4 Changes in the Merchant Operating Guide

American Express reserves the right to make changes to the *Merchant Operating Guide* in scheduled changes and at any time in unscheduled changes as set forth in **Subsection 1.4.1, "Scheduled Changes"** and **Subsection 1.4.2, "Unscheduled Changes"** below. You agree to accept all **such** changes (and further to abide by the changed provisions of the *Merchant Operating Guide*) **as a condition of your agreement to accept the Card**, except where Applicable Law takes precedence.

1.4.1 Scheduled Changes

The *Merchant Operating Guide* is published **in electronic format on a scheduled basis**, twice each year, in April and October. You may obtain the latest version of the *Merchant Operating Guide* by visiting **www.americanexpress.com.mx/guia-comercio**, or by contacting your Merchant Services Provider.

- a release of scheduled changes, to be published every April, **with which** changes **that** shall take effect in the following October **or on such other date as we set forth in (or in a later) edition of the Merchant Operating Guide or during the period between two editions of** the *Merchant Operating Guide*, and
- a release of scheduled changes, to be published every October, **with which** changes **that** shall take effect in the following April **or on such other date as we set forth in (or in a later) edition of the Merchant Operating Guide or during the period between two editions of** the *Merchant Operating Guide*.

Where a **scheduled** change is to take effect during the period between two editions of the *Merchant Operating Guide*, we **will shall** also include the change in the edition of the *Merchant Operating Guide* covering the period during which the change shall take effect, noting the effective date of the change **therein**.

1.4.2 Unscheduled Changes

American Express **may also reserves the right, and hereby notifies you that we may** change the provisions of the *Merchant Operating Guide* in separate unscheduled releases **at any time** **which shall**.

Provisions changed in unscheduled releases generally take effect **ten (10)** days after notice to you and your Merchant Services Provider **unless another effective date is specified in the notice**.

Doing Business with American Express

- 2.1 Introduction
- 2.2 Benefits of Accepting the American Express Card
- 2.3 Merchant Information
- 2.4 Use of Third Parties
- 2.5 Compliance with the Technical Specifications
- 2.6 Establishment Closing
- 2.7 Verification and Disclosure of Information
- 2.8 Permitted Uses of Merchant Information



2.1 Introduction

At American Express, we feel privileged to do business with Merchants like you and want to help make the process of accepting Cards as simple as possible. The *Merchant Operating Guide* explains the policies and procedures related to accepting American Express Cards. It also highlights some of the services and tools that can help your business. This chapter outlines some general concepts that relate to doing business with American Express.

2.2 Benefits of Accepting the American Express Card

The decision you have made to accept the American Express Card demonstrates a commitment to the millions of Cardmembers who carry the Card. Accepting the Card allows you to:

- offer your customers the convenience of paying with American Express Cards, and
- improve retention by allowing customers with recurring Charges to pay automatically.

2.3 Merchant Information

Incorrect information may result in servicing issues. For example, if your business name changes and American Express is not notified, your customers may not recognize the Charge on their statements. This could result in Disputed Charges. Please contact your Merchant Services Provider if your business information changes.

You agree that, upon providing contact information to your Merchant Services Provider, American Express may send you commercial marketing messages, including information on products, services, and resources available to your business. These messages may be sent to the mailing address, phone numbers, email addresses, or fax numbers you provide. If you provide a wireless phone number, you agree that American Express may contact you at that number and the communication American Express sends may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. If you provide a fax number, you agree that American Express may send you fax communications. American Express may otherwise use and share your information for business purposes and as permitted by Applicable Law. American Express uses reasonable administrative, technical, and physical security measures to protect Merchant information consistent with the sensitivity of the information.

You may opt out of receiving American Express commercial marketing communications about products and services by contacting your Merchant Services Provider directly via inbound telephone, email, website, or any other means identified by your Merchant Services Provider, or by exercising any opt-out option that American Express may describe or offer in emails, SMS messages, faxes, or other communications. If you have opted-out, you may continue to receive important transactional or relationship communications from American Express. In addition, you may continue to receive marketing communications from American Express while American Express updates its records to reflect your opt-out choice.

2.4 Use of Third Parties

As a Merchant, you make decisions and choices on behalf of your business each and every day. Some Merchants choose to deal directly with us for all aspects of the Transaction process; others enlist the assistance of various third parties to provide them with services. These third parties are your Covered Parties and may include:

- Merchant Services Provider/Service Providers/processors,
- Terminal Providers,
- Vendors, and
- Other agents contracted to operate on your behalf.

You may retain, at your expense, such third parties; however, you remain financially and otherwise liable for all obligations (including confidentiality obligations and compliance with

the *Technical Specifications*), services, and functions they perform under the Agreement for you, such as the technical requirements of **authorizing** and submitting Transactions to us, as if you performed such obligations, services, and functions.

You are responsible and liable for all problems and expenses caused by your Merchant Services Provider and/or third parties, including any Settlement payments misdirected to other parties because of the misprogramming of your Point of Sale (POS) System by your Merchant Services Provider and/or third parties.

2.5 Compliance with the Technical Specifications

A vast number of Transactions traverse, and are processed by, the American Express Network. Merchants, processors, Terminal Providers, and others must conform to the *American Express Technical Specifications* in order to connect to and transact on the Network.

Each **Authorization** request and Transaction, including data contained therein, must comply with the *American Express Technical Specifications*, any other (or different) requirements of our local operating **centers** and Applicable Law. We reserve the right to modify the *American Express Technical Specifications* or requirements of our local operating **centers**.

You must ensure that you and any third parties you enlist to facilitate Transaction processing comply with the *American Express Technical Specifications* (valid and accurate data must be provided for all data elements in accordance with the *American Express Technical Specifications*).

Contact your Merchant Services Provider for further information about complying with these specifications.

2.5.1 Merchant Category Codes

If you are unsure of the MCC assigned to you, please contact your Merchant Services Provider. We also recommend that you review your **Authorization** and Submission data periodically to ensure it accurately represents your industry classification. If it is not accurate, please contact your Merchant Services Provider.

You must use the Merchant Category Code (MCC) that most closely represents your industry classification. If you have multiple, clearly distinct businesses, then those businesses should be segmented across the appropriate MCCs and Merchant Numbers. If you have multiple businesses, but a distinction between them is not clear or cannot reasonably be determined, then you should use the MCC which most closely represents your business's primary industry classification.

You must make sure your MCCs are accurate and provide the appropriate MCC in all **Authorizations** and Submissions. **If the MCC used in the Submission does not match the MCC of the corresponding Authorization, you agree to remediate the mismatch as soon as possible, at your own expense and in accordance with any instructions you may receive from us or your Merchant Services Provider. Failure to comply with MCC data requirements may result in the assessment of non-compliance fees. Please work** with your Merchant Services Provider if you have questions related to your MCC assignment.

2.5.2 Compliance with Payment Product Terms and Conditions

We offer various payment processing solutions and products. If you choose to **utilize** one or more such products, you and your Merchant Service Provider must comply with the corresponding terms and conditions, which we may update from time to time, and which are available at www.americanexpress.com/merchantspecs. In the event of any conflict between the terms and conditions of the payment processing product and the Merchant Operating Guide, the terms and conditions of the payment processing product will prevail. **All products and services may not be available to all Merchants.**

2.6 Establishment Closing

If you close any of your Establishments, you must follow these guidelines:

- Notify your Merchant Services Provider and follow their guidelines for notification of Establishment closing.
- Your policies must be conveyed to the Cardmember prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Cardmember signs. See [Section 4.11, "Return and Cancellation Policies"](#) for additional information.
- If you are not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on your websites and [catalogs](#)).
- Your return and cancellation policies must be clearly disclosed at the time of sale.
- For Advance Payment Charges or Delayed Delivery Charges, you must either deliver the goods or services for which you have already charged the Cardmember or issue Credit for any portion of the Charge for which you have not delivered the goods or services.

2.7 Verification and Disclosure of Information

You acknowledge that when you provide information to your Merchant Services Provider that such information may be disclosed and shared with your Merchant Services Provider's agents, subcontractors, Affiliates, and other parties, including American Express, industry [organizations](#), and reporting agencies, for any purpose permitted by Applicable Law.

You further acknowledge that, by entering into the Agreement with your Merchant Services Provider, you provide permission to obtain or disclose information in connection with the Agreement, release and waive any right or Claim arising out of or related to such disclosure, including defamation Claims, even if the information that is disclosed is incorrect or incomplete. [You acknowledge that your business name and the name of your principals may be reported to the MATCH™ \(Member Alert to Control High Risk Merchants\) listing maintained by MasterCard.](#) You hereby specifically consent to the reporting, and waive and hold American Express and your Merchant Services Provider harmless from all Claims and liabilities you may have as a result of such reporting.

2.8 Permitted Uses of Merchant Information

For the purpose of communicating your acceptance of the Card, American Express may use your name, address (including website addresses or URLs), customer service telephone numbers, and/or industry classification in any media at any time. The information is based on that what you have provided to your Merchant Services Provider or that is otherwise publicly available.

Card Acceptance

- 3.1 Card Acceptance
- 3.2 Treatment of the American Express Brand
- 3.3 Prohibited Uses of the Card
- 3.4 Prohibited Merchants
- 3.5 Treatment of American Express Cardmember Information



3.1 Card Acceptance

You must accept the Card as payment for goods and services sold (other than those goods and services prohibited under [Section 3.3, "Prohibited Uses of the Card"](#)), or (if applicable) for charitable contributions made, at all of your Establishments, except as expressly permitted by Applicable Law. You are jointly and severally liable for the obligations of your Establishments under the Agreement.

By accepting the Card at your Establishment, you are providing your customers with convenience and flexibility in the choice of payment methods offered.



3.2 Treatment of the American Express Brand

You may issue policies related to customer identification, and define minimum Charge amounts, subject to Applicable Law and your Agreement with your Merchant Services Provider.

For the past 160 years, American Express has built a brand that is synonymous with trust, integrity, security, quality, and customer service. American Express works diligently to uphold its reputation, and restrict Merchants from engaging in activities that would harm American Express' business or brand.

Except as expressly permitted by Applicable Law, you must not:

- indicate or imply that you prefer, directly or indirectly, any Other Payment Products over the Card,
- try to dissuade Cardmembers from using the Card,
- criticize or mischaracterize the Card or any of American Express' services or programs,
- try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check),
- impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, cash or check,
- suggest or require Cardmembers to waive their right to dispute any Transaction,
- engage in activities that harm American Express' business or the American Express Brand (or both),
- promote any Other Payment Products (except your own private label card that you issue for use solely at your Establishments) more actively than you promote the Card, or
- convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

3.2.1 Treatment of the American Express Marks

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the Card and display American Express' Marks (including any Card application forms provided to you) as prominently and in the same manner as any Other Payment Products.

American Express' corporate logo, the "American Express® Blue Box" logo, is the strongest visual symbol of American Express' image. The "Blue Box" represents and reinforces the high quality service and values of American Express. The appropriate version of the "Blue Box" logo must be displayed on all point-of-purchase materials and signs. The following guidelines apply to your use of the "Blue Box" logo in communications:

- Maintain at least 1/3 "X" (where "X" is equal to the height of the Blue Box Logo) between the Logo and any accompanying element

- The “Blue Box” logo minimum size is 3/8” and 1/2” is the preferred size.
- The “Blue Box” logo must always be shown in the pre-approved “American Express blue” or, in one- or two-color communications, black.

You must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses your goods or services. You shall only use American Express' Marks as permitted by the Agreement and shall cease using American Express' Marks upon termination of the Agreement.

For additional guidelines on the use of American Express' Marks, contact your Merchant Services Provider.

3.3 Prohibited Uses of the Card

You must not accept the Card for any of the following:

- adult digital content sold via Internet Electronic Delivery,
- amounts that do not represent bona fide sales of goods or services (or, if applicable, amounts that do not represent bona fide charitable contributions made) at your Establishments; for example, purchases at your Establishments by owners (or their family members) or employees contrived for cash flow purposes, or payments that you have accepted in order to advance cash to Cardmembers in connection with the Transaction,
- amounts that do not represent bona fide, direct sales by your Establishment to Cardmembers made in the ordinary course of your business,
- cash or cash equivalent; for example, purchases of gold, silver, platinum, and palladium bullion and/or bars (collectible coins and jewelry are not prohibited), or virtual currencies that can be exchanged for real currency (loyalty program currencies are not prohibited),
- Charges that the Cardmember has not specifically approved,
- costs or fees over the normal price of the goods or services (plus applicable taxes) that the Cardmember has not specifically approved,
- damages, losses, penalties, or fines of any kind, except as provided in [Section 4.21, "Property Damage to Accommodations and Other Rentals"](#) and [Subsection 12.12.2.4, "Capital Damages"](#),
- gambling services (including online gambling), gambling chips, gambling credits, or lottery tickets,
- unlawful/illegal activities, fraudulent business transactions or when providing the goods or services is unlawful/illegal (e.g., unlawful/illegal online internet sales of prescription medications or controlled substances; sales of any goods that infringe the rights of a Rights-holder under laws applicable to American Express, you, or the Cardmember),
- overdue amounts or amounts covering returned, previously dishonored or stop-payment checks (e.g., where the Card is used as a payment of last resort),
- amounts that represent repayment of a cash advance including, but not limited to, payday loans, pawn loans, or payday advances,
- sales made by third parties or Entities conducting business in industries other than yours, or
- other items of which American Express or your Merchant Services Provider notifies you.

An example of selling something that infringes the rights of a Rights-holder, is the sale of counterfeit goods.

You must not use the Card to verify your customer's age.

For more information on prohibited industries, and on how American Express monitors such uses of the Card, see [Chapter 10, "Risk Evaluation"](#).

3.4 Prohibited Merchants

Some Merchants, and/or some of their Establishments, are not eligible (or may become ineligible) to accept the Card. Such Merchants or Establishments will be denied the privilege to accept the Card if it is determined that they meet one or more of the criteria for a prohibited Merchant, including the criteria set forth in [Chapter 10, "Risk Evaluation"](#). For additional information regarding Prohibited Merchants, contact your Merchant Services Provider directly.

3.5 Treatment of American Express Cardmember Information

Remember, if the Agreement terminates, Cardmember Information can only be retained according to the Payment Card Industry Data Security Standard (PCI DSS), which is available at www.pcisecuritystandards.org.

Any and all Cardmember Information is confidential and the sole property of the Issuer, American Express or its Affiliates.

Except as otherwise specified, you must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions at your Establishments in accordance with the Agreement. For more information, see [Section 4.4, "Completing a Transaction at the Point of Sale"](#).

For more information about protecting Cardmember Information, see [Chapter 8, "Protecting Cardmember Information"](#).

Transaction Processing

- 4.1 Introduction
- 4.2 Transaction Process
- 4.3 American Express Payment Options
- 4.4 Completing a Transaction at the Point of Sale
- 4.5 Processing an In-Person Charge
- 4.6 Customer Activated Terminals
- 4.7 Processing a Card Not Present Charge
- 4.8 Charge Records
- 4.9 Processing a Credit
- 4.10 Credit Records
- 4.11 Return and Cancellation Policies
- 4.12 Processing Transactions for Specific Industries
- 4.13 Reserved
- 4.14 Advance Payment Charges
- 4.15 Aggregated Charges – Internet
- 4.16 Delayed Delivery Charges
- 4.17 No PIN Program
- 4.18 Recurring Billing Charges
- 4.19 Processing Prepaid Cards
- 4.20 Processing Travelers/Gift Cheques
- 4.21 Property Damage to Accommodations and Other Rentals
- 4.22 Split Shipment Transactions



4.1 Introduction

In today's marketplace, point of sale Transactions encompass a wide variety of customer options, including:

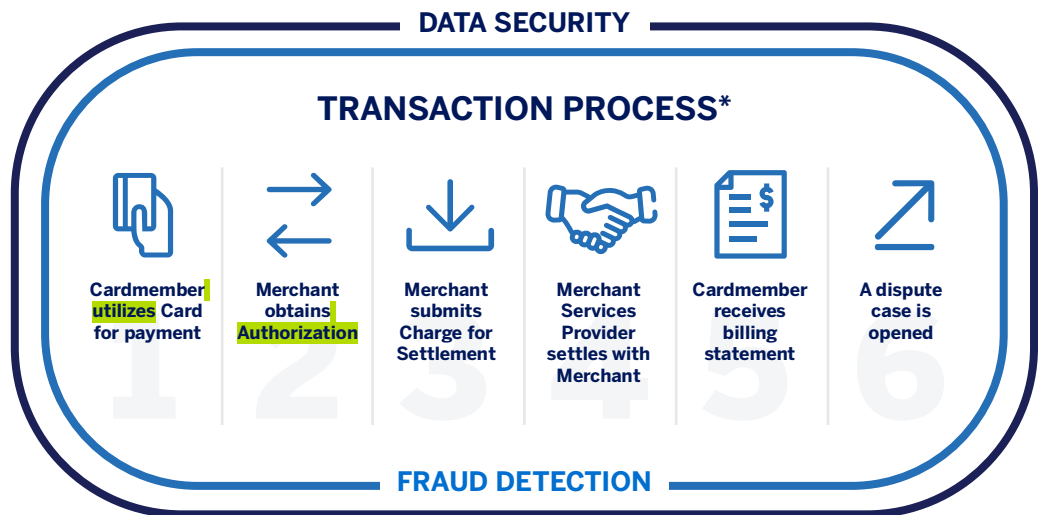
- in-store Transactions
- internet/e-commerce Transactions
- Application-initiated Transactions
- phone/mail order Transactions
- Customer Activated Terminal (CAT) Transactions

This chapter of the *Merchant Operating Guide* addresses Transaction processing and offers specific procedures and guidelines for dealing with various Transaction types. It covers Card Present, Card Not Present, the acceptance of Prepaid Cards, and more. In all situations, you should consult with your Merchant Services Provider's instructions for Transaction processing for additional information and guidance.

4.2 Transaction Process

The first step in understanding the Card acceptance process is to understand the American Express Transaction process.

The following graphic illustrates the high level phases that occur throughout the Transaction process. We will refer to this Transaction process at various points throughout the *Merchant Operating Guide*.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

4.3 American Express Payment Options

In an ongoing commitment to offering a variety of products, American Express Issuers deliver a wide range of payment options.

Payment options available in your area may include:

Credit and Charge Cards

- Charge Cards and standard Credit Cards
- Cash Rewards Cards

- Small Business and Corporate Cards
- Many more

Additional products and services

- Prepaid Cards
- Travelers Cheques
- Gift Cheques
- Contactless (both physical Cards and Mobile Devices)

4.4 Completing a Transaction at the Point of Sale

When Cardmembers make an Application-initiated Transaction or pay using other mobile phone or tablet application based payments (which Cardmembers may have created by providing Cardmember Information when the account was established), the Transaction Data collected to facilitate the Card Not Present Charge has already been provided directly by the Cardmember. In this scenario, you are not required to have the Cardmember re-enter the Transaction Data.

Transaction Data

All information required by American Express evidencing one or more Transactions, including information obtained at the point of sale, information obtained or generated during Authorization and Submission, and any Chargeback.

All valid Transactions begin with a Cardmember's purchase at the point of sale. Whether the physical Card is used to facilitate a Card Present Charge, or the Cardmember provides his or her Cardmember Information over the phone, via mail order, or the internet, the Transaction must not be completed without the Card and/or information provided by the Cardmember.

To accept the Card for Charges at your Establishments, at the point of sale, you must:

- clearly and conspicuously, disclose all material terms of sale prior to obtaining an Authorization, and
- clearly and conspicuously inform Cardmembers at all points of interaction (e.g., sales conducted in person, over the internet, mobile or via mail or telephone order) what Entity is making the sales offer, so that the Cardmember can clearly distinguish you from any other party involved in the interaction (e.g., a vendor of goods or provider of services you may engage, or another Merchant seeking to conduct business with the Cardmember).

The Transaction Data you collect to facilitate the Charge must be, or have been, provided directly to you by the Cardmember.

You must not accept or have accepted Transaction Data from, nor shall you provide or have provided Transaction Data to, any third parties other than your Covered Parties. If you fail to comply with this requirement, you may be assessed non-compliance fees and/ or have your Card acceptance privileges at your Establishments suspended or disentitled.

4.5 Processing an In-Person Charge

American Express offers a variety of fraud prevention solutions that can be enabled at the point of sale. Contact your Merchant Services Provider for information related to fraud prevention solutions that may be available for your use.

In-Person Charges refer to Charges in which the Card and Cardmember are present at the point of sale. An example of this is when a Cardmember presents a Card to the Merchant at a retail store.

For all In-Person Charges, the Card must be presented. There are several ways in which an In-Person Charge can be conducted. The steps taken vary according to how the following two types of In-Person Charges are conducted:

- electronic Charges
- key-entered Charges

4.5.1 Electronic Charges

Electronic POS Systems automatically capture required information from the Card so it can be used to request **Authorization** for the Charge. Electronic charges can be conducted in a variety of ways depending on the type of Card presented.

- Magnetic Stripe Cards – contain Cardmember and Card account information on the stripe on the back of the Card, or in a contactless Chip embedded in the Card.
- Chip Cards – contain a Chip on which data is stored (including Cardmember and Card account information), which the POS System can read in order to guide the processing of the Transaction.
- Mobile Devices – An Issuer approved and American Express **recognized** electronic device (including but not limited to, a mobile telephone, tablet, or wearable device) that is enabled to initiate a Digital Wallet Payment Transaction.

Some Magnetic Stripe, Chip Cards, and Mobile Devices may be read over the contactless interface of the POS System. The Charge Record is then created from the information captured during the electronic Charge.

You must work with your Merchant Services Provider if you have questions about your POS System's capabilities.

4.5.1.1 Magnetic Stripe Card Charges

When presented with a Card at the point of sale, you must:

1. Verify that the Card is not visibly altered or mutilated (see [Chapter 9, "Fraud Prevention"](#) for additional information),
2. Capture Magnetic Stripe data by swiping the Card (unless the Charge was already initiated by waving the contactless Chip Card in close proximity to the POS System as described in [Subsection 4.5.1.3, "Contactless Chip Card Charges"](#)),
3. Obtain an **Authorization** Approval,
4. Verify the Card's Expiration Date,
5. Match the Card Number and the Expiration Date on the Card to the same information on the Charge Record, and
6. Ensure the name that prints on the Charge Record matches the name on the front of the Card.*
7. If you choose or are required by Applicable Law to obtain a Cardmember signature, see [Subsection 4.5.1.2.1, "Obtaining Signature for In-Person Charges"](#).

* Except when the Cardmember name is not captured on the Charge Record or for Prepaid Cards that do not show a name on their face.

If you encounter an In-Person Transaction that raises concern, refer to [Subsection 4.5.3, "Actions for In-Person Charges"](#) and proceed accordingly.

Only the person whose name appears on an American Express Card is entitled to use it. Cards are not transferable.

4.5.1.2 Contact Chip Card Charges

When presented with a Chip Card to be inserted into a Chip Card reader, you must:

1. Verify that the Card is not visibly altered or mutilated (see [Chapter 9, "Fraud Prevention"](#) for additional information).
2. Capture Chip Card Data by inserting the Card into the Chip Card reader.

The POS System will advise Cardmembers to enter their PIN (a Chip and PIN Charge) or complete the Transaction without a PIN. You can also set your POS System to prompt the Cardmember to sign for the Charge (a Chip and signature Charge). See [Subsection 4.5.1.2.1, "Obtaining Signature for In-Person Charges"](#).

For Chip and PIN Charges: Cardmembers will enter their PIN into the POS System using the keypad. If the Chip and PIN Charge is unable to be completed due to a technical problem, the POS System will show an error message. Follow the procedures for a swiped Charge in [Subsection 4.5.1.1, "Magnetic Stripe Card Charges"](#). Failure to validate the PIN, when required, can render you liable for Chargebacks if the Cardmember disputes the Charge. Validating a PIN may not be required if your Establishment and the Charge qualify for the No PIN Program (see [Section 4.17, "No PIN Program"](#) for additional information).

3. Obtain an **Authorization** Approval.
4. Verify the Card's Expiration Date.
5. Match the Card Number and the Expiration Date on the Card to the same information on the Charge Record, and
6. Ensure the name that prints on the Charge Record matches the name on the front of the Card.*
7. If you choose or are required by Applicable Law to obtain a Cardmember signature, see [Subsection 4.5.1.2.1, "Obtaining Signature for In-Person Charges"](#).

* Except when the Cardmember name is not captured on the Charge Record or for Prepaid Cards that do not show a name on their face.

If your POS Systems have not been upgraded to accept and process Chip and PIN Cards, and a Chip Card is presented, American Express may exercise Chargeback for counterfeit, lost, stolen, or non-received fraud. Contact your Merchant Services Provider for additional information regarding your POS System's capabilities.

If your POS Systems have been so upgraded and a Chip Card is presented:

- American Express may exercise Chargeback for lost, stolen, and non-received fraud if a Chip and PIN Card is presented and the Charge is facilitated as a Chip and Signature Charge.
- American Express will not exercise Chargeback for counterfeit, lost, stolen, or non-received fraud if, due to a technical problem with the terminal, you are unable to complete the Charge as a Chip Card Charge.

If you upgrade your POS System for Chip and PIN acceptance for Other Payment Products, then you must comply with the Technical Specifications and other requirements American Express makes available.

If you are presented with a Chip Card and manually key the Transaction, you may be subject to counterfeit, lost/stolen and non-received fraud Chargebacks.

4.5.1.2.1 Obtaining Signature for In-Person Charges

If you choose or are required by Applicable Law to obtain signature on a manual imprint, printed, or electronic Card Present Charge, you must:

1. Obtain signature and verify that the signature is identical to the name on the Card*, and

In the case of Chip and PIN Transactions, if the PIN is not validated, you may be liable for Chargebacks unless your Establishment and the Charge qualify for the No PIN Program (see [Section 4.17, "No PIN Program"](#)).

2. Compare the signature (when obtained) on the Charge Record with the signature on the Card.

* Except when the Cardmember name is not captured on the Charge Record or for Prepaid Cards that do not show a name on their face.

4.5.1.3 Contactless Chip Card Charges

Some Chip Card Charges involve transmission of payment information when the Card is waved in close proximity to a contactless reader. Merchants that choose to accept Contactless payments must comply with the current American Express contactless POS System requirements. Work with your Merchant Services Provider if you have questions related to Contactless Chip Card acceptance.

When presented with a Chip Card to be read via a contactless reader, you must:

1. Capture Magnetic Stripe or Chip Card Data using the contactless reader, and
2. Obtain an **Authorization** Approval.

For contactless Charges that are \$100 or less, a signature is not required. [Section 4.17. "No PIN Program"](#) does not apply to these Charges. For contactless Charges that are \$100 or less, your Merchant Services Provider will not exercise a counterfeit, lost, stolen, or non-received fraud Chargeback provided that Magnetic Strip or Chip Card Data was captured and an authorization approval was obtained.

For Charges above \$100, or if any of the following exclusions apply, follow the Card acceptance procedures outlined in either [Subsection 4.5.1.1. "Magnetic Stripe Card Charges"](#), [Subsection 4.5.1.2. "Contact Chip Card Charges"](#), or [Subsection 4.5.1.4. "Digital Wallet Payments"](#).

Exclusions:

- Prohibited Merchants or prohibited Transactions (or both) as defined in [Chapter 10. "Risk Evaluation"](#). See [Section 3.3. "Prohibited Uses of the Card"](#).
- High Risk Merchants as defined in [Section 10.3.1. "High Risk Merchants"](#).
- Merchants placed in American Express' Fraud Full Recourse Program.

4.5.1.4 Digital Wallet Payments

Digital wallets within a Mobile Device facilitate Transactions as follows:

- For a Digital Wallet Contactless-initiated Transaction, the Mobile Device completes a Card Present Charge by waving the device in close proximity to a contactless-enabled POS System.
- For a Digital Wallet Magnetic Secure Transmission Transaction, the Mobile Device completes a Card Present Charge by waving the device in close proximity to the magnetic swipe-enabled POS System.
- For a Digital Wallet Application-initiated Transaction, the Mobile Device completes a Card Not Present Charge (typically made online) using a software application within the Mobile Device and not the contactless payment application.

When presented with a Mobile Device for a Card Present Charge, you should:

1. Capture Magnetic Stripe or Chip Card data by having the Cardmember wave the Mobile Device in close proximity to the contactless reader or magnetic swipe-enabled POS System. If you choose to accept contactless payments, you should consult with your Merchant Services Provider to ensure compliance with the current American Express contactless POS System requirements.
2. Obtain an **Authorization** Approval.
3. If you choose or are required by Applicable Law, obtain a signature, see [Subsection 4.5.1.2.1. "Obtaining Signature for In-Person Charges"](#).

Mobile Devices do not have the same security features as a traditional plastic Card. For instance, the screens on the Mobile Device may not display all the digits of the Card Number and expiration date, or the Cardmember name. Likewise, there may not be a CID visible on the handset screen.

4. If applicable, have the Cardmember complete a Consumer Device Cardholder Verification Method (CDCVM) on contactless initiated Transactions.
5. Continue to include an indicator in the **Authorization** that the Transaction is a contactless Transaction, if applicable.
6. If a Mobile Device initiated Transaction cannot be processed for any reason, you should request that the Cardmember provide the companion physical Card and complete the Transaction by following the relevant Card acceptance procedures outlined in:
 - [Subsection 4.5.1.1. "Magnetic Stripe Card Charges"](#), or
 - [Subsection 4.5.1.2. "Contact Chip Card Charges"](#).

For Application-initiated Transactions, you should follow Card Not Present Charge policy as described in [Section 4.7. "Processing a Card Not Present Charge"](#).

For a Transaction to be **recognized** as Digital Wallet Application-initiated Transaction, you should:

1. Consult with your Merchant Services Provider to arrange for certification for Digital Wallet Application-initiated Transactions.
2. Include appropriate indicators in the **Authorization** and Submission that the Transaction is a Digital Wallet Application-initiated Transaction (see [Section 2.5. "Compliance with the Technical Specifications"](#)).

4.5.2 Key-Entered Charges

Only the person whose name appears on an American Express Card is entitled to use it. Cards are not transferable.

In-Person Charges that must be key-entered because the Magnetic Stripe cannot be read are more likely to be fraudulent. See [Chapter 9. "Fraud Prevention"](#) to learn how to inspect the Card and for procedures to follow when you suspect fraud. Transactions that are manually key-entered when a Chip Card is presented may be subject to counterfeit, lost/stolen and non-received Chargebacks in the event of a fraud dispute. To **minimize** your risk of Chargebacks, avoid manually key-entered Transactions whenever possible.

There are instances when you may need to key-enter an In-Person Charge. This occurs most often when the POS System cannot read the Card.

If the Card cannot be read electronically, and you wish to key-enter the Transaction, then you must:

1. Verify that the Card is not visibly altered or mutilated,
2. Key-enter the data,
3. Obtain an **Authorization** Approval,
4. Verify the Card's Expiration Date,
5. Match the Card Number and the Expiration Date on the Card to the same information on the Charge Record, and
6. Validate the Card's presence by taking an imprint of the Card (the imprint is for your records). Failure to validate the Card's presence by taking an imprint of the Card can render you liable for Chargebacks if the Cardmember disputes the Charge.

* Except when the Cardmember name is not captured on the Charge Record or for Prepaid Cards that do not show a name on their face.

You may still be subject to other fraud Chargebacks, including counterfeit, lost, stolen, and non-received for manually key-entered Transactions.

You may also validate the Card's presence by performing Card Identification (CID) verification. See [Subsection 9.10.1. "Card Not Present Fraud Tools"](#) for additional information.

Key-entered Charges that occur when a Chip Card is presented are subject to Chargeback for counterfeit, lost, stolen and non-received fraud.

Contact your Merchant Services Provider for additional guidance or to obtain information on fees assessed on Key-entered Charges.

4.5.3 Actions for In-Person Charges

The following table describes the course of action required during an In-Person Transaction process:

If	Then
The Card is obviously altered or counterfeit.	Do not accept the Card.
The Cardmember is attempting to use the Card outside of its Valid Dates. Note: Cards are valid through the last day of the month on the front of the Card.	Do not accept the Card. Advise the Cardmember to contact the customer service number on the back of the Card.
It appears that someone other than the Cardmember is attempting to use the Card.	Do not accept the Card. Indicate that the Cards are non-transferable and that only the Cardmember is permitted to use the Card.
The signature does not match the name on the Card.	Contact your Merchant Services Provider with a Code 10.
You are unable to obtain Authorization electronically.	Contact your Merchant Services Provider to obtain an Authorization .
The Authorization is Declined.	Do not accept the Card and follow your internal policies for handling various Authorization responses. See Section 5.8, "Possible Authorization Responses" .
The customer presents an unsigned Card.	An unsigned Card is invalid. Show customer that the Card is not signed. Ask the customer to sign the Card and also request photo identification (ID) such as a valid driver's license or passport to compare the signatures.
The customer's signature on the Charge Record does not appear to match the customer's signature on the Card.	Contact your Merchant Services Provider with a Code 10, or if you prefer, simply decline to accept the Card.
The Card Numbers and Valid Dates on the Card do not match the Charge Record.	
The name on the Charge Record does not match the name on the Card (except in the case of a Prepaid Card which may not show a name on its face).	
The appearance of the Card, or the actions of the customer appear suspicious.	

4.6 Customer Activated Terminals

Charges for purchases at Customer Activated Terminals (CATs) will be accepted provided you meet the requirements for Charge Records as detailed in [Section 4.8, "Charge Records"](#) as well as comply with the *Technical Specifications* (see [Section 2.5, "Compliance with the Technical Specifications"](#)). You must also follow any additional requirements in order for us to accept Charges for purchases at your CATs. Please contact your Merchant Services Provider for additional information on CAT requirements.

You must include:

- Full Magnetic Stripe data stream or Chip Card Data in all **Authorization** requests, and
- a CAT indicator on all **Authorization** requests **and Submissions**.

4.7 Processing a Card Not Present Charge

In situations where goods are ordered through a Card Not Present channel and the goods are picked up at a physical location by the Cardmember, we recommend that you ask to see the Card used to make the purchase, obtain a Cardmember signature on the pick-up form, and obtain proof verifying the Cardmember's identity before releasing the goods. For other Fraud Prevention strategies, see [Chapter 9, "Fraud Prevention"](#).

Mail orders, telephone orders, and Internet Orders increase your business opportunities, but such Card Not Present Charges do not provide you the opportunity to inspect the physical Card. For these Card Not Present Charges, fraud might be difficult for you to detect.

You must:



Obtain Cardmember Information as described below



Obtain an Authorization Approval



Submit the Charge to American Express

For Card Not Present Charges, you must create a Charge Record as described in [Section 4.8, "Charge Records"](#). The information you must obtain in order to proceed with the Transaction includes:

- Card Number or Token, and
- Card or Token Expiration Date.

In addition, it is recommended that you ask for:

- name as it appears on the Card,
- Cardmember's billing address, and
- ship-to address, if different from the billing address.

American Express has the right to Chargeback for any Card Not Present Charge that the Cardmember denies making or **authorizing**. American Express will not Chargeback for such Charges based solely upon a Cardmember claim that he or she did not receive the disputed goods if you have:

- verified the address to which the goods were shipped was the Cardmember's full billing address, and
- provided Proof of Delivery signed by the Cardmember or an **authorized** signer of the Card indicating the delivery of the goods or services to the Cardmember's full billing address.

American Express will not be liable for actual or alleged fraudulent Transactions over the internet and American Express will have the right to Chargeback for those Charges.

For Internet Orders, you must:

- use any separate Merchant Numbers established by your Merchant Services Provider for Internet Orders in all your requests for [Authorization and Submission](#) of Charges, and
- provide your Merchant Services Provider written notice of any change in your internet address, in accordance with your Merchant Services Provider's instructions.

Additionally, if a Disputed Charge arises involving a Card Not Present Charge that is an Internet Electronic Delivery Charge, American Express may exercise Chargeback for the full amount of the Charge.

Ensure that your Proof of Delivery includes a courier receipt with the following information at minimum:

- date merchandise was delivered,
- full name of recipient, and
- full shipping address (e.g., suite or apartment number, city, state/province, zip/postal code, country).

When providing Proof of Delivery, a signature from the Cardmember or an [authorized](#) signer of the Card is not required.

Contact your Merchant Services Provider for additional information and guidance on processing Card Not Present Charges.

If you ship goods to an alternate address, we recommend that you keep a record of this. Then you can show a record of previous undisputed Transactions which were shipped to this address.

4.8 Charge Records

You must create a Charge Record for every Charge. For each Charge submitted electronically, you must create an electronically reproducible Charge Record, that complies with the *Technical Specifications*. See [Section 2.5, "Compliance with the Technical Specifications"](#).

The Charge Record (and a copy of the customer's receipt) must disclose [the Authorization Approval code and](#) your return and/or cancellation policies. See [Section 4.11, "Return and Cancellation Policies"](#) for additional information.

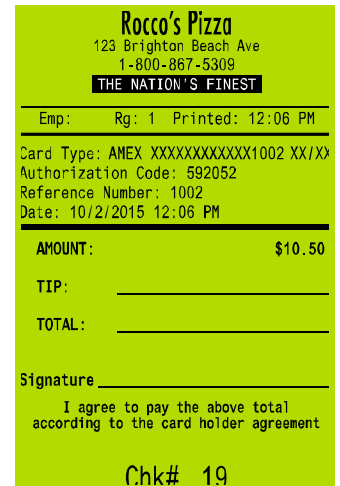
If the Cardmember wants to use different Cards for payment of a purchase, you may create a separate Charge Record for each Card used. However, if the Cardmember is using a single Card for payment of a purchase, you must not divide the purchase into more than one Charge, nor create more than one Charge Record [except in the case of Split Shipment Transactions. See Section 4.22, "Split Shipment Transactions".](#)

For all Charge Records, you must:

1. Submit the Charge to your Merchant Services Provider for payment.
2. Retain the original Charge Record (as applicable) and all documents evidencing the Charge, or reproducible records thereof, for twenty-four (24) months. See [Chapter 8, "Protecting Cardmember Information"](#) for additional information.
3. Provide a copy of the Charge Record to the Cardmember.

You may be able to create more than one Charge Record if the purchase qualifies for a Delayed Delivery Charge. See [Section 4.16, "Delayed Delivery Charges"](#).

Pursuant to Applicable Law, truncate the Card Number and do not print the Card's Expiration Date on the copies of Charge Records delivered to Cardmembers. Truncated Card Number digits must be masked with replacement characters such as "x," "*" or "#," and not blank spaces or numbers. Here is an example of a Charge Record with a truncated Card Number.



4.9 Processing a Credit

A Credit may occur when a Merchant processes a refund for purchases or payments made on the Card.

Follow these steps to issue a Credit:

1. Create a Credit Record.
2. Compare the last four digits on the Charge Record against the Card presented (when applicable).
3. Have the Cardmember sign the Credit Record (optional).
4. Provide a copy of the Credit Record to the Cardmember.

You must submit Credits to your Merchant Services Provider within seven (7) days of determining that a Credit is due and create a Credit Record that complies with your Merchant Services Provider's requirements (see [Section 4.10, "Credit Records"](#) for additional information). You must not issue a Credit when there is no corresponding Charge, nor issue a Credit in exchange for cash or other consideration from a Cardmember.

You must submit all Credits under the Merchant Number of the Establishment where the Charge originated.

A Credit must be issued in the currency in which the original Charge was submitted to your Merchant Services Provider.

You must issue Credits to the Card used to make the original purchase; however, if the Credit is for the return of a gift by someone other than the Cardmember who made the original purchase, apply your usual refund policy.

If the Cardmember indicates that the Card on which the purchase was originally made is no longer active or available, do the following:

- For all Cards except Prepaid Cards, advise the Cardmember that you must issue the Credit to that Card. If the Cardmember has questions, advise him or her to call the customer service number on the back of the Card in question.
- If the inactive or unavailable Card is a Prepaid Card, apply your usual refund policy for returns.

Contact your Merchant Services Provider for additional information and guidance on processing Credits.

4.10 Credit Records

You must create a Credit Record for any Credit that you issue. For each Credit submitted electronically, you must create an electronically reproducible Credit Record, and the Credit must comply with the *Technical Specifications*. See [Section 2.5, "Compliance with the Technical Specifications"](#).

If you submit Credits on paper, you must create a Credit Record containing all of the following required data:

- full Card Number and Expiration Date (pursuant to Applicable Law), and if available, Cardmember name,
- the date the Credit was issued,
- the amount of the Credit,
- your Establishment name and address and, if applicable, store number, and
- your Merchant Number.

For all Credit Records, you must:

1. Submit the Credit through your Merchant Services Provider.
2. Retain the original Credit Records (as applicable) and all documents evidencing the Transaction, or reproducible records thereof, for twenty-four (24) months from the date you submitted the corresponding Credit.
3. Provide a copy of the Credit Record to the Cardmember.

The retention time frame for Credit Records is twenty-four (24) months from the date you submitted the corresponding Credit to your Merchant Services Provider.

Pursuant to Applicable Law, truncate the Card Number and do not print the Card's Expiration Date on copies of Credit Records delivered to the Cardmember.

Contact your Merchant Services Provider for additional information and guidance on submission of Credit Records.

4.11 Return and Cancellation Policies

Post your return, exchange, and cancellation policies in various places at your Establishment, including:

- signs near the cash registers,
- on the Charge Record/ sales slip the customer signs,
- in any contract the Cardmember signs, and
- in terms and conditions of purchase on your website with "I accept" functionality.

For example, if your return policy is that the customer can return merchandise accompanied by a receipt for a full refund within thirty (30) days of the purchase, ensure this policy is coded to print on all receipts and copies of Charge Records.

It is recommended that you submit Credits the day the cancellation is received from the Cardmember.

Your return and cancellation policies must be fair and clearly disclosed at the time of sale in compliance with Applicable Law. Your policies must be conveyed to the Cardmember prior to completion of the Charge and printed on a copy of a receipt, Charge Record, or otherwise provided to a Cardmember in writing.

You must not give cash refunds to Cardmembers for goods or services they purchase on the Card, unless required by Applicable Law. Your refund policy for purchases on the Card must be at least as **favorable** as your refund policy for purchases made with Other Payment Products or other payment methods.

Return Policy recommendations:

Provide clear return instructions for your customers, including the following information:

- customer service telephone number,
- reference number for the return,
- expected processing time for the Credit, and
- return address, preferably on a pre-formatted shipping label (if applicable).

Cancellation Policy recommendations:

Document cancellation policy and terms and conditions on the contract the Cardmember signs, or on your website, as applicable. Provide Cardmember with a cancellation number that can be tracked in your records.

4.11.1 Return Policy for Prepaid Products

An example of a prepaid product return policy that is different from your standard return policy is if you allow returns or exchanges on store merchandise but sales of prepaid products are final.

This section applies to Merchants who accept the Card for the purchase of any prepaid product (Prepaid Cards, non-American Express branded stored value or gift cards, or both). If your return policy for the purchase of prepaid products is different from your standard return policy, notwithstanding the requirements listed in [Section 4.11, "Return and Cancellation Policies"](#), you must ensure that such prepaid product-specific return policy is clearly disclosed to the Cardmember at the time of purchase and also coded to print on all receipts and copies of Charge Records you provide to Cardmembers.

4.12 Processing Transactions for Specific Industries

Most policies and procedures in the *Merchant Operating Guide* are applicable to all Merchants, regardless of industry. Some Merchants classified in specific industries, however, are subject to additional policies and procedures. These policies and procedures are contained in [Chapter 12, "Specific Industries"](#).

4.13 Reserved

4.14 Advance Payment Charges

Advance Payment Charge

A Charge for which full payment is made in advance of a Merchant providing the goods and/or rendering the services to a Cardmember.

Purchases involving Advance Payment Charges generally carry a higher level of risk than other Charges, due to the fact that goods and services are not provided at the time the Charge is processed.

Check your Merchant Services Provider's policies for withholding settlement for part or all of such Charges until it is determined that the risk has diminished.

To **minimize** your risk of a Disputed Advance Payment Charge, always:

- clearly disclose all reservation, sales, cancellation, and refund policies (see [Section 4.11, "Return and Cancellation Policies"](#)), and
- retain a copy of the Cardmember's written consent, including a detailed description and expected delivery date of the goods and/or services to be provided in a format that easily allows you to respond to an Inquiry.

You must follow these procedures if you offer Cardmembers the option or require them to make Advance Payment Charges for the following types of goods and/or services:

- Custom-orders (e.g., orders for goods to be manufactured to a customer's specifications)
- Entertainment/ticketing (e.g., sporting events, concerts, season tickets)
- Tuition, room and board, and other mandatory fees (e.g., library fees) of higher educational institutions
- Travel-related services (e.g., tours, guided expeditions)

For an Advance Payment Charge, you must:

- State your full cancellation and refund policies, clearly disclose your intent and obtain written consent from the Cardmember to bill the Card for an Advance Payment Charge before you request an **Authorization**. The Cardmember's consent must include:
 - his or her agreement to all the terms of the sale (including price and any cancellation and refund policies), and
 - a detailed description and the expected delivery date of the goods and/or services to be provided.
- Obtain an **Authorization** Approval.
- Complete a Charge Record. If the Advance Payment Charge is a Card Not Present Charge, you must also:
 - ensure that the Charge Record contains the words "Advance Payment" (see [Section 4.8, "Charge Records"](#)), and
 - within twenty-four (24) hours of the Charge being incurred, provide the Cardmember written confirmation (e.g., email or facsimile) of the Advance Payment Charge, the amount, the confirmation number (if applicable), a detailed description and expected delivery date of the goods and/or services to be provided and details of your cancellation/refund policy.

If you cannot deliver goods and/or services (e.g., because custom-ordered merchandise cannot be **fulfilled**), and if alternate arrangements cannot be made, you must immediately issue a Credit for the full amount of the Advance Payment Charge which cannot be **fulfilled**.

In addition to other Chargeback rights, American Express may exercise Chargeback for any Disputed Advance Payment Charge or portion thereof if, in American Express' sole discretion, the dispute cannot be resolved in your **favor** based upon unambiguous terms contained in the terms of sale to which you obtained the Cardmember's written consent.

4.15 Aggregated Charges – Internet

Aggregated Charge

A Charge that combines multiple small purchases or refunds (or both) incurred on a Card into a single, larger Charge before submitting the Charge for payment.

To **minimize** your risk of a Disputed Charge with Aggregated Charges, always:

- confirm to the Cardmember the Aggregated Charge amount and individual purchase details (and/or refund as applicable) at check-out, and
- in the email confirmation, advise where the Cardmember can find additional information about their purchases (and/or refunds as applicable).

If you are classified in an internet industry, you may process Aggregated Charges provided the following criteria are met:

- Clearly disclose your intent and obtain written consent from the Cardmember that their purchases or refunds (or both) on the Card may be aggregated and combined with other purchases or refunds (or both) before you request an **Authorization**.
- Each individual purchase or refund (or both) that comprises the Aggregated Charge must be incurred under the same Merchant Number and on the same Card.
- Obtain a **pre-authorization** of no more than **USD \$15 (fifteen United States Dollars) or its equivalent in local currency**. See [Section 5.13, "Authorization Time Limit"](#) for additional information.
- Create a Charge Record for the full amount of the Aggregated Charge. For more information on Charge Records, see [Section 4.8, "Charge Records"](#).
- The amount of the Aggregated Charge must not exceed **USD \$15** or the amount for which you obtained **pre-authorization**.
- Submit each Charge Record in accordance with [Section 6.5, "Submission Requirements – Electronic"](#). For the purposes of [Section 6.5, "Submission Requirements – Electronic"](#), a Charge will be deemed "incurred" on the date of the first purchase (and/or refund as applicable) that comprises the Aggregated Charge.
- Provide the Cardmember with an email containing:
 - the date, amount, and description of each individual purchase (and/or refund as applicable) that comprises the Aggregated Charge, and
 - the date and the amount of the Aggregated Charge.

4.16 Delayed Delivery Charges

To **minimize** your risk of a Disputed Charge with Delayed Delivery Charges, always:

- clearly disclose all sales and refund policies (see [Section 4.11, "Return and Cancellation Policies"](#)), and
- retain a copy of the Cardmember's written consent in a format that easily allows you to respond to an Inquiry.

To accept the Card for Delayed Delivery Charges, you must:

- Clearly disclose your intent and obtain written consent from the Cardmember to perform a Delayed Delivery Charge before you request an **Authorization**.
- Obtain a separate **Authorization** Approval for each of the two Delayed Delivery Charges on their respective Charge dates.
- Clearly indicate on each Delayed Delivery Charge Record that the Charge is either for the deposit or for the balance of the Delayed Delivery Charge.
- Submit the Delayed Delivery Charge Record for the balance of the purchase only after the goods have been shipped, provided or services rendered.
- Submit each Delayed Delivery Charge Record in accordance with [Section 6.5, "Submission Requirements – Electronic"](#). For the purposes of [Section 6.5, "Submission Requirements – Electronic"](#), the Charge will be deemed "incurred":
 - for the deposit – on the date the Cardmember agreed to pay the deposit for the purchase.
 - for the balance – on the date the goods are shipped, provided or services are rendered.
- Submit and **Authorize** each Delayed Delivery Charge under the same Merchant Number, and
- Treat deposits on the Card no differently than you would treat deposits on all Other Payment Products.

4.17 No PIN Program

The No PIN Program does not provide protection against all Chargebacks. Even if an Establishment and Charge qualify under the No PIN Program, you may still be subject to Chargeback for reasons unrelated to your failure to obtain a PIN from the Cardmember at the point of sale. Consult with your Merchant Services Provider for more information about Disputed Charges and Chargebacks.

You may participate in American Express' No PIN Program. The No PIN Program allows Merchants not to request a signature or a PIN from Cardmembers on the Charge Record.

To qualify for the No PIN Program, both the Establishment and each Charge must meet the following criteria:

Merchant criteria:

If you are classified in an industry that accepts In-Person Charges, then you may participate in the No PIN Program with the exception of the following categories:

- Merchants who do not conduct In-Person Charges (i.e., internet, mail order or telephone order).
- Prohibited Merchants or prohibited Transactions (or both) as defined in [Chapter 10. "Risk Evaluation"](#). See also [Section 3.3. "Prohibited Uses of the Card"](#).
- High Risk Merchants (e.g., internet electronic services or nightclubs/lounges) as defined in [Section 10.3.1. "High Risk Merchants"](#).
- Merchants placed in American Express' Fraud Full Recourse Program.

Charge criteria:

- The amount or Charge must meet the established threshold.
- The Charge submission must include the appropriate indicator to reflect that the Card and the Cardmember were present at the point of sale.
- The Charge submission must include a valid Approval.

Under the No PIN Program, American Express will not exercise Chargeback for such Charges based solely on your Establishment's failure to obtain the Cardmember's PIN at the point of sale.

If disproportionate amounts or number of Disputed Charges are received under the No PIN Program, you must work to reduce the amount or number of Disputed Charges. If such efforts fail, American Express may place you in a Chargeback program and your Merchant Services Provider and/or American Express may modify participation in the No PIN Program or revoke or terminate your participation in the No PIN Program.

Note: Obtaining Cardmember signature on Card Present Transactions is optional to complete a Charge Record, and at your discretion, unless required by Applicable Law.

4.18 Recurring Billing Charges

To **minimize** your risk of Chargeback with Recurring Billing Charges, always:

- ensure updates are applied in a timely manner when notified of Cardmember cancellation or Card Number update, and
- obtain express consent from the Cardmember to continue billing after the end date of the contract.

For more tips on reducing Chargebacks, see [Chapter 11, "Chargebacks and Inquiries"](#).

Recurring Billing is an option offered to Cardmembers to make recurring Charges automatically on their Card. The Recurring Billing Charges are for a product or service the Cardmember agrees to pay periodically and automatically (e.g., membership fees to health clubs, magazine subscriptions, and insurance premiums).

If you offer Cardmembers the option to make Recurring Billing Charges, you must:

- obtain the Cardmember's express consent for you to bill the Card before submitting the first Recurring Billing Charge, and
- notify the Cardmember that he or she can cancel such consent at any time and provide contact details for **canceling** recurring billing.

In addition to other Chargeback rights, American Express may exercise Chargeback for any Charge which does not meet the requirements listed in this section. American Express may also exercise Chargeback, prior to sending you an Inquiry, if you process Recurring Billing Charges after having previously been notified that the Cardmember has **cancel**ed their consent for Recurring Billing Charges.

The method you use to secure such consent must contain a disclosure that you may receive updated Card account information from the Issuer.

Before submitting a Recurring Billing Charge, you must obtain **Authorization** and complete a Charge Record (see [Section 4.8, "Charge Records"](#)), except with the words "signature on file," if applicable, on the signature line and the appropriate electronic descriptor on the Charge Record. **You must flag all requests for Authorization with a Recurring Billing indicator.** For complete **Authorization** requirements, see [Chapter 5, "Authorizations"](#).

If the Agreement terminates for any reason, then you must notify all Cardmembers for whom you have submitted Recurring Billing Charges that you no longer accept the Card.

You must **fulfill** Cardmembers' requests that you discontinue the Recurring Billing Charges immediately and provide cancellation numbers to Cardmembers as proof of the cancellation.

The cancellation of a Card constitutes immediate cancellation of that Cardmember's consent for Recurring Billing Charges. You will not be notified of such cancellation, nor will your Merchant Services Provider or American Express have any liability to you arising from such cancellation.

If a Card is **cancel**ed, or if a Cardmember cancel consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember.

You must retain evidence of consent to receive updated Card account information from the Issuer for twenty-four (24) months from the date you submit the last Recurring Billing Charge.

If you offer Cardmembers the option to make Recurring Billing Charges, you must:

- ensure that your process for cancellation of Recurring Billing is simple and expeditious,
- clearly and conspicuously disclose all material terms of the option, including, if applicable, an initial notice of recurring billing, and the fact that Recurring Billing will continue until the option is **cancel**ed by the Cardmember,
- within twenty-four (24) hours of incurring the first Recurring Billing Charge, provide the Cardmember written confirmation (e.g., email or facsimile) of such Charge, including all material terms of the option and details of your cancellation/refund policy, and
- where the material terms of the option change after submission of the first Recurring Billing Charge, promptly notify the Cardmember in writing of such change and obtain the Cardmember's express written consent to the new terms prior to submitting another Recurring Billing Charge.

4.18.1 Introductory Offers

If you offer Cardmembers an option to make Recurring Billing Charges that include an Introductory Offer, you must comply with all requirements set forth in this [Section 4.18. "Recurring Billing Charges"](#) policy in addition to the following requirements:

- Clearly and conspicuously disclose all material terms of the Introductory Offer to the Cardmember, including a simple and expeditious cancellation process that allows the Cardmember to cancel before submitting the first Recurring Billing Charge.
- Obtain the Cardmember's express consent to accept the terms and conditions of the Introductory Offer.
- Send Cardmember a confirmation notification in writing upon **enrollment** in the Introductory Offer.
- Send Cardmember a reminder notification in writing before submitting the first Recurring Billing Charge, that allows the Cardmember a reasonable amount of time to cancel.

4.19 Processing Prepaid Cards



Prepaid Cards are available for a variety of uses: gifting, travel, incentive, etc. All American Express Prepaid Cards show the American Express "Blue Box" logo either on the face or back of the Prepaid Card. Prepaid Cards may or may not be embossed. Most Prepaid Cards can be used for both in-store and online purchases.

Prepaid Cards are valid through the date on the Card. Swipe or insert the Card at the point of sale just like any other Card. A Prepaid Card must be tendered for an amount that is no greater than the funds available on the Card.

- Instruct Cardmembers that, before making a purchase, they may check their remaining funds by:
 - calling the twenty-four (24) hour, toll-free number on the back of the Card,
 - checking online, or
 - using the mobile app offered by their Issuer (where available).
- Because Prepaid Cards are pre-funded, if you receive a Decline when seeking **Authorization**, ask the customer to go online, use their mobile app, or call the toll-free number on the back of the Card to confirm that the purchase price does not exceed the available funds on the Prepaid Card.
- If the Prepaid Card does not have enough funds to cover the purchase price, process a Split Tender Transaction or request an alternative form of payment. **See Section 5.16, "Additional Authorization Requirements."**
- You must create a Charge Record for a Prepaid Card as you would any other Card.
- **You may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or methods of payment. If the other payment method is an American Express Card then you are required to follow all provisions of the Agreement.**
- **Check with your Merchant Services Provider to determine if your POS System is set up for Split Tender functionality.**

For information about processing Prepaid Cards, call the customer service number on the back of the Card in question.

4.20 Processing Travelers/Gift Cheques

American Express Travelers Cheques, Cheques for Two, and Gift Cheques are easy to accept provided that the cheque is an authentic American Express Travelers Cheque. See [Subsection 4.20.1, "Acceptance Procedures"](#).

Businesses can accept these cheques for payment. You can deposit Travelers Cheques, Cheques for Two and Gift Cheques directly into your Bank Account as they never expire.

Travelers Cheques

American Express Travelers Cheques are a widely used and travel currency. If they are ever lost or stolen, they can be replaced quickly and easily, almost anywhere in the world, usually within twenty-four (24) hours.

Travelers Cheques come in various denominations and currencies.

Gift Cheques

American Express Gift Cheques function like Travelers Cheques, and are available in \$10, \$25, \$50, and \$100 denominations only. Any Gift Cheque presented that is greater than \$100 is counterfeit. If you receive a Gift Cheque greater than \$100, do the following:

- Contact Travelers Cheque/Gift Cheque Customer Service at 1-866-296-5198.
- Do not accept it.

- Write the word "VOID" across the front of the counterfeit Cheque.

For further information, see [Chapter 9, "Fraud Prevention"](#).

4.20.1 Acceptance Procedures

Accepting American Express Travelers and Gift Cheques is easy:

- Watch your customer countersign in the lower left corner of the cheque, and compare the countersignature to the signature in the upper left corner for American Express Travelers Cheques and Gift Cheques. For Cheques for Two, the customer's countersignature must match either one of the two signatures on top.
- Validate Security Features – Validating these features will help reduce the acceptance of counterfeit cheques. See [Section 9.9, "Travelers Cheque and Gift Cheque Security Features"](#).
- Obtain **authorization** – American Express recommends obtaining an **authorization** to reduce the chances of accepting fraudulent cheques. American Express offers a variety of **authorization** tools. See **authorization** methods in the following table to determine your course of action:

If	Then
The signature and countersignature are a reasonable match (they look alike, but may not be identical)	Accept the cheque. There is no need to obtain any identification.
You suspect that the countersignature may be false, or you did not watch the customer countersign	Ask the customer to turn the cheque over and sign again across the left-hand side (in the same manner one typically endorses a cheque). Then take the cheque and fold up the bottom right-hand corner so that you can compare the original signature with the new one.
The signatures are not the same, or if there is a question regarding the validity of the cheque	Call the Travelers Cheque/Gift Cheque Customer Service at 1-866-296-5198.
You suspect that the Travelers cheque being presented is fraudulent	Use any of the following methods to verify that the cheque you are accepting is authentic: <ul style="list-style-type: none"> • Perform a smudge test (see Chapter 9, "Fraud Prevention" for details). • Obtain online Authorization at www.americanexpress.com/verifyamextc.

4.21 Property Damage to Accommodations and Other Rentals

If a Cardmember expressly consents to use the Card to pay for Property Damage Fees and/or smoking fees to a rented accommodation or equipment, you may accept the Card, provided you have complied with following conditions for payment for such fees, and we classify the rental as one of the following:

- Lodging accommodations
- Trailer parks and campground rental
- Motor home rental
- Boat rental
- Bicycle rental

- Motorcycle rental
- Equipment rental

Conditions for Payment for such fees:

- The Card was used as the original payment method for the accommodations or rental.
- You must provide in writing, to the Cardmember, an **itemized** list and description of the property and/or smoke damage which has occurred.
- Prior to submitting a Charge, you must obtain the Cardmember's agreement in writing¹ to:
 - Accept responsibility for the fees associated with the property and/or smoke damage.
 - Select American Express as the payment method for the fees associated with the property and/or smoke damage.
 - Accept the total amount for which the Cardmember is responsible, and that the final billed amount can be up to 15% more than the estimated amount. No amounts in excess of 115% of the disclosed amount shall be charged to the Cardmember's Card, without the express prior written consent of the Cardmember.
- You must obtain **Authorization** for the amount of the fees associated with the property and/or smoke damage each time a Charge is submitted.
- You must prepare a Charge Record separate from the Charge Record for the rental or lodging stay. You must adhere to all requirements outlined in [Chapter 4, "Transaction Processing"](#) for completion of the Charge Record. In addition, you must observe the following:
 - After the exact fee associated with the property and/or smoke damage has been determined and the Charge is ready for Submission, you must provide the Cardmember with an **itemized** summary; insert the amount on the Charge Record (in no event in excess of the estimated amount plus 15% agreed to by the Cardmember).
- In addition to the other Chargeback rights contained in the Agreement, we may exercise Chargeback rights with respect to any Charge for damages which is not submitted in accordance with all the procedures contained within the Agreement, including the provisions of this [Section 4.21, "Property Damage to Accommodations and Other Rentals"](#).
- You must not include the following in an **Authorization** Request or in a Charge Submission:
 - Losses due to theft of the equipment.
 - Losses due to theft of property or equipment from within a rental accommodation.
 - Loss of revenue due to the loss of use of the rental equipment or lodging accommodations.
- You must submit the Charge to us within 90 calendar days of check-out or rental return date.

4.22 Split Shipment Transactions

A split shipment Transaction occurs when a Cardmember makes a single purchase of multiple individually priced goods and the goods are delivered to the Cardmember in multiple shipments. Unit prices and items sold as a set must not be billed as separate Charges. You may obtain a single Authorization and submit multiple Charge Records for the purpose of completing a split shipment Transaction. The Authorization will be valid for up to seven (7) days after the Authorization date. [Section 5.4, "Authorization Time Limit"](#).

To accept the Card for split shipment Transactions, you must:

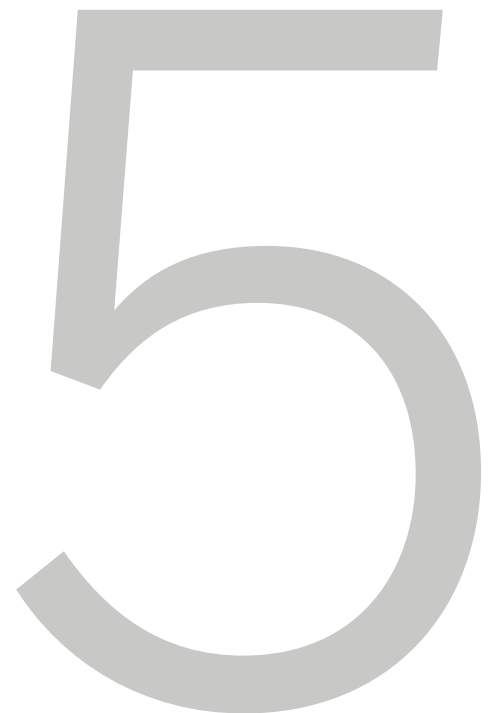
- **State your full cancellation and refund policies;**
- **Advise the Cardmember of the Authorization amount that will be requested;**

1. The Cardmember's consent must be provided in writing after the damages have occurred and without any threat or duress.

- Disclose and obtain the Cardmember's consent that the items from the purchase will be delivered separately and billed as separate Charges;
- Provide the estimated delivery date(s);
- Submit a Charge Record only after each item has shipped.

Authorizations

- 5.1 Introduction
- 5.2 Transaction Process
- 5.3 The Purpose of Authorization
- 5.4 Authorization Time Limit
- 5.5 Estimated Authorization
- 5.6 Floor Limit
- 5.7 Authorization Process
- 5.8 Possible Authorization Responses
- 5.9 Obtaining an Electronic Authorization
- 5.10 Obtaining a Voice Authorization Reserved
- 5.11 Card Identification (CID) Number
- 5.12 Authorization Reversal
- 5.13 Authorization Time Limit
- 5.14 Floor Limit
- 5.15 Pre-Authorization
- 5.16 Additional Authorization Requirements



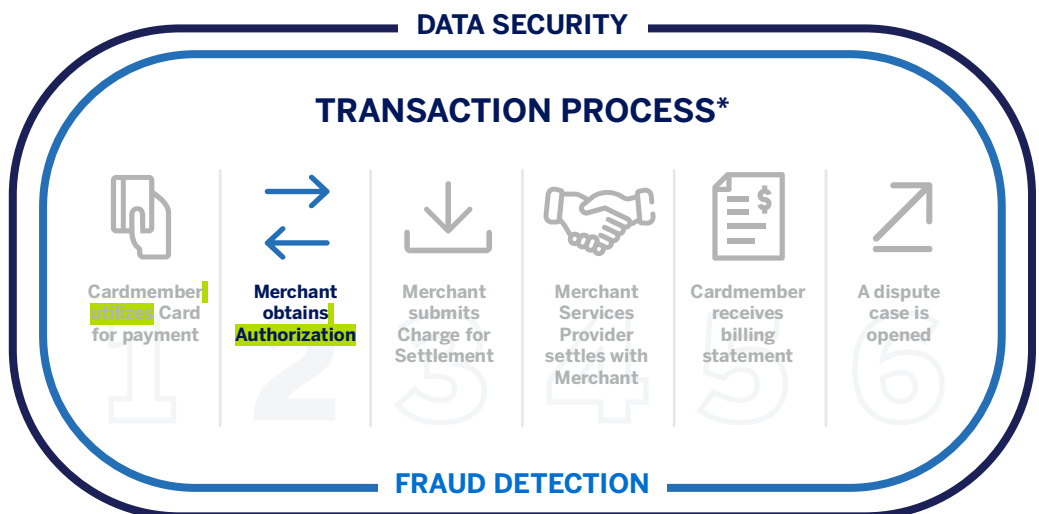
5.1 Introduction

The payment card industry devotes significant amounts of time and resources to developing Authorization systems and decision models in an effort to mitigate the financial losses.

Every Transaction begins and ends with the Cardmember. Between the time the Cardmember presents the Card for payment and receives the goods or services, however, a great deal of data is exchanged, analyzed, and processed. A process that literally takes seconds at the point of sale is actually a highly complex approach to analyzing each Transaction.

5.2 Transaction Process

The Authorization process begins when you provide an Authorization request to your Merchant Services Provider. After requesting Authorization, you receive an Authorization response, which you use, in part, to determine whether to proceed with the Charge.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

5.3 The Purpose of Authorization

The purpose of an Authorization is to provide you with information that will help you determine whether or not to proceed with a Charge.

For every Charge, you are required to obtain an Authorization Approval except for Charges under a Floor Limit (see Section 5.6, "Floor Limit").

The Authorization Approval must be for the full amount of the Charge except for Merchants and/or Transaction types that we classify in the industries listed in Section 5.5, "Estimated Authorization".

For every Charge, you are required to obtain an Authorization Approval for the full amount of the Charge except for Merchants and/or Transaction types that are classified in the industries listed in Subsection 5.5, "Estimated Authorization".

An **Authorization** Approval does not guarantee that (i) the person making the Charge is the Cardmember, (ii) the Charge is in fact valid or bona fide, (iii) you will be paid for the Charge, (iv) you will not be subject to a Chargeback, or (v) the Charge you submit will not be rejected.

5.4 Authorization Time Limit

Authorization Approvals **for Charges** are valid for seven (7) days after the **Authorization** date, **except for certain Charges from Merchants that are classified in the lodging and vehicle rental industries**. You must obtain a new Approval if you submit the Charge to your Merchant Services Provider more than seven (7) days after the original **Authorization** date.

For Charges of goods or services that are shipped or provided more than seven (7) days after an order is placed, you must obtain an Approval for the Charge at the time the order is placed and again at the time you ship or provide the goods or services to the Cardmember.

The new Approval must be included in the Charge Record. If either of the **Authorization** requests is Declined, do not provide the goods or services or submit the Charge. If you do, you will be subject to a Chargeback.

For Estimated Authorization time frames see Section 5.5, "Estimated Authorization".

5.5 Estimated Authorization

If you are classified or it is determined that you operate in one of the following industries, then the following Estimated **Authorization** procedures apply where the final Charge amount is not known at the time of **Authorization**.

You may only obtain an Estimated **Authorization** in the industries listed below. **Do not overestimate the Authorization amount**. You must obtain the Cardmember's consent to such estimated amount prior to requesting the **Authorization**.

You must submit the corresponding Charge as soon as you become aware of the full amount to be charged. For any amount of the Charge that exceeds the amount for which you obtained an **Authorization** you must obtain the Cardmember's consent.

If the final amount of the Charge is:

- no greater than the amount for which you obtained **Authorization** plus the applicable Estimate **Authorization** percentage listed below of that amount, no further **Authorization** is necessary; or
- greater than the amount for which you obtained **Authorization** by more than the applicable Estimated **Authorization** percentage listed below of that amount, you must obtain a new **Authorization**. If you fail to obtain such **Authorization**, or your request for such **Authorization** is declined, American Express will have Chargeback rights for the amount in excess of the original **Authorization** amount plus the applicable Estimated **Authorization** percentage of that amount. For the avoidance of doubt, American Express will have Chargeback rights for the final amount of the Charge for reasons other than the failure to obtain an approved **Authorization**.

An Estimated Authorization is valid for the applicable Estimated Authorization time frame listed below. You must obtain a new Approval if you do not submit the Charge to us within the Estimated Authorization time frame.

Industry	Estimated Authorization Percentage	Estimated Authorization Time frame
Grocery (Card Not Present)	15%	Seven (7) days

We recommend that you perform an additional **Authorization** as soon as the Charge amount exceeds the original **Authorization** by the Estimated **Authorization** percentage in the table in this section as follows:

- For **Authorizations** obtained intermittently – at least once per day.
- For **Authorizations** for estimated amounts at the point the amount of costs incurred exceeds the **Authorization** for estimated amounts by more than Estimated Amount percentage.

For example, in the lodging industry:

If the **Authorization** was for \$1,000, and the total of purchases was no more than \$1,150, no further **Authorization** is necessary. However, if the total purchases were \$1,200, and you did not obtain additional **Authorization**, then we have Chargeback rights up to \$50.

For example, in the lodging industry:

If the Authorization was for \$1,000, and the total of purchases was no more than \$1,150, no further Authorization is necessary. However, if the total purchases were \$1,200, and you did not obtain additional Authorization, then we have Chargeback rights up to \$50.

Industry	Estimated Authorization Percentage	Estimated Authorization Time frame
Lodging (See Subsection 12.12.1)	15%	Duration of the stay plus seven (7) days
Restaurants and Bars*	30%-20%	Seven (7) days
Retail (Card Not Present)	15%	Seven (7) days
Taxicabs and Limousines	20%	Seven (7) days
Vehicle Rentals (See Subsection 12.12.2)	15%	Duration of the rental agreement, plus seven (7) days

* The Estimated Authorization percentage for Prepaid Card and Debit Card Charges at Restaurants and Bars is 20%.

5.6 Floor Limit

American Express maintains a zero-dollar Floor Limit on all Charges regardless of the amount. If any one Charge, or series of Charges, made on the same day by any one Cardmember at the Establishment, is equal to or greater than this Floor Limit, the Establishment must request Authorization. You must obtain an Authorization on all purchases, regardless of the amount, as a zero-dollar Floor Limit applies for all Charges.

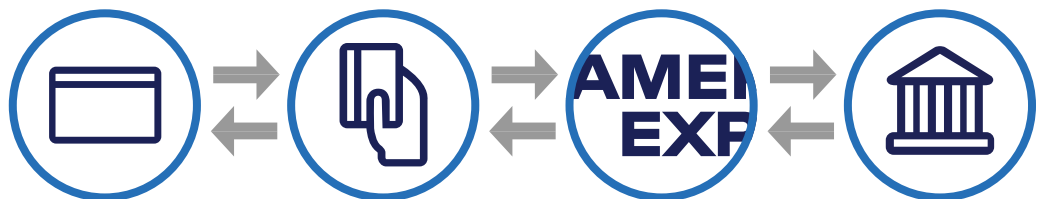
5.7 Authorization Process

The Cardmember provides you with the Card or the Card Information.

The POS System captures the Card Information and transfers it to the American Express Network.

The Network sends the Approval request to the Issuer.

The Issuer Approves or declines the request.



Cardmember

Transaction

Network

Issuer

Upon receiving the decision of the Approval or decline of the request, you will be able to complete or deny the Transaction and inform the Cardmember.

The POS System displays the Approval or decline of the request.

The American Express Network relays the information back to the POS System.

The Issuer communicates the Approval or decline back to the American Express Network.

5.8 Possible Authorization Responses

Responses to your requests for Authorization are generated by Issuers and transmitted to you. The following are among the most commonly generated responses to your request for Authorization. The exact wording may vary so check with your Merchant Services Provider to determine what Authorization responses will display on your equipment.

Authorization Response	What It Means
Approved	The Charge is approved.
Partially Approved (for use with Prepaid Cards only)	<p>The Charge is approved. The Approval is for an amount less than the value originally requested. The Charge must only be submitted for the approved amount. Collect the remaining funds due from the Cardmember via another form of payment.</p> <p>For Split Tender, you may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or methods of payment. See Section 5.16, "Additional Authorization Requirements" for more information about split tender.</p>
Declined or Card Not Accepted	<p>The Charge is not approved. Do not provide the goods or services or submit the Charge.</p> <p>Inform the Cardmember promptly that the Card has been Declined. If the Cardmember has questions or concerns, advise the Cardmember to call the customer service telephone number on the back of the Card. Never discuss the reason for the Decline.</p> <p>If you submit the Charge after receiving a Decline, American Express may reject the Charge or you will be subject to a Chargeback. The Charge is not approved. Do not submit the Charge. If you nevertheless choose to submit the Charge, you will be subject to a Chargeback or we may reject the Charge. Inform the Cardmember promptly that the Card has been Declined. If the Cardmember has questions or concerns, advise the Cardmember to call the customer service telephone number on the back of the Card. Never discuss the reason for the Decline.</p>
Pick up	You may receive an Issuer point of sale response indicating that you must pick up the Card. Follow your internal policies when you receive this response. Never put yourself or your employees in unsafe situations. Contact your Merchant Services Provider for further information regarding a Pick Up Card response.

5.9 Obtaining an Electronic Authorization

Failure to comply with the *American Express Technical Specifications* for Authorization may impact your ability to successfully process Transactions. For example, we may not be able to issue an Authorization response or process the Charge at Submission (see [Section 6.5, "Submission Requirements – Electronic"](#)).

Generally, Establishments must obtain an electronic Authorization.

You must ensure that all Authorization requests comply with the *Technical Specifications* (see [Section 2.5, "Compliance with the Technical Specifications"](#)). If the Authorization request does not comply with the *Technical Specifications*, the Authorization was Declined, or for which no Approval code was obtained, American Express may reject the Submission or American Express may exercise a Chargeback the submission may be rejected or you may be subject to a Chargeback. Contact your Merchant Services Provider for information about your obligations to comply with the *Technical Specifications*.

If the Card is unreadable and you have to key-enter the Charge to obtain an Authorization then you must follow the requirements for key-entered Charges. See [Subsection 4.5.2, "Key-Entered Charges"](#) for additional information.

If you use an electronic POS System to obtain Authorization, the Approval must be printed automatically on the Charge Record.

Occasionally, obtaining an electronic Authorization may not be possible (e.g., due to POS System problems, System Outages, or other disruptions of an electronic Charge). In these instances, please work with your Merchant Services Provider.

5.10 Obtaining a Voice Authorization Reserved

When Authorization is required, if your electronic POS System is unable to reach American Express' Authorization system, or you do not have an electronic POS System, you must seek Authorization using the following steps:

1. Call your Merchant Services Provider's Authorization department.
2. The following minimum information will be requested:
 - Card Number
 - Merchant Number
 - Charge amount

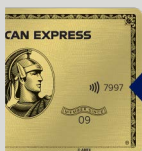
Note: In some situations, you may be asked for additional information such as Expiration Date or CID Number.

3. A response will be provided. If the request for Authorization is approved, capture the Approval for submission.
4. If you are submitting electronically, you must enter the Approval into your POS System. For instructions on how to complete this type of Charge, refer to your Merchant Services Provider's operating instructions or contact them directly.

5.11 Card Identification (CID) Number

Card Identification (CID) Number

CID is a four-digit number printed on the face of the Card.



CID

The Card Identification (CID) Number provides an extra level of Cardmember validation and is part of the Authorization process. The CID Number is printed on the Card.

If, during the Authorization, a response is received that indicates the CID Number given by the person attempting the Charge does not match the CID Number that is printed on the Card, re-prompt the customer at least one more time for the CID Number. If it fails to match again, follow your internal policies.

Note: CID Numbers must not be stored for any purpose. They are available for real time Charges only. See [Chapter 8, "Protecting Cardmember Information"](#).

See [Chapter 9, "Fraud Prevention"](#) for more information on CID Numbers and CID Verification.

5.12 Authorization Reversal

It is a good practice to reverse an **Authorization** for an Approved Charge if you do not intend to submit a Charge to your Merchant Services Provider within the **Authorization** time limits. [See Section 5.15, "Pre-Authorization."](#) [See Section 5.13, "Authorization Time Limit."](#) You may reverse an **Authorization** for a corresponding Charge by:

- initiating an **Authorization** reversal message, or
- Contacting your Merchant Services Provider for instructions on how to reverse an **Authorization**.

After a Charge Record has been submitted, an **Authorization** cannot be **canceled** or changed. For example, if you make an error in a Charge but have already submitted the Charge Record, you cannot systematically request a change in the Charge. You must instead, follow the procedures for Processing a Credit, as defined in [Section 4.9, "Processing a Credit"](#).

5.13 Authorization Time Limit

~~Authorization Approvals are valid for seven (7) days after the Authorization date, except for certain Charges from Merchants that are classified in the lodging and vehicle rental industries. You must obtain a new Approval if you submit the Charge to your Merchant Services Provider more than seven (7) days after the original Authorization date.~~

~~For Charges of goods or services that are shipped or provided more than seven (7) days after an order is placed, you must obtain an Approval for the Charge at the time the order is placed and again at the time you ship or provide the goods or services to the Cardmember.~~

~~The new Approval must be included in the Charge Record. If either of the Authorization requests is Declined, do not provide the goods or services or submit the Charge. If you do, you will be subject to a Chargeback.~~

5.14 Floor Limit

~~American Express maintains a zero-dollar Floor Limit on all Charges regardless of the amount. If any one Charge, or series of Charges, made on the same day by any one Cardmember at the Establishment, is equal to or greater than this Floor Limit, the Establishment must request Authorization. You must obtain an Authorization on all purchases, regardless of the amount, as a zero-dollar Floor Limit applies for all Charges.~~

5.15 Pre-Authorization

A **pre-Authorization** is an **Authorization** request that you submit in advance of providing the goods or services, allowing you then to submit the Approved Charge (e.g., fuel pump CATs).

5.16 Additional Authorization Requirements

~~There are instances, which are outlined in the following table, when additional Authorization requirements apply.~~

~~Merchants classified in certain industries are also subject to additional specific Authorization requirements. See [Chapter 12, "Specific Industries"](#).~~

Topic	Additional Requirements
<p>Recurring Billing</p>	<p>You must flag all requests for Authorization with a Recurring Billing indicator. To improve the likelihood of obtaining an Approval to an Authorization request, it is recommended that you periodically verify with Cardmembers that all their information (e.g., Card Number, Expiration Date, and billing address) is still accurate. See Section 4.18, "Recurring Billing Charges."</p>
<p>American Express Gift Cheques and American Express Travelers Cheques</p>	<p>You are not required to obtain Authorization prior to accepting Gift and Travelers Cheques. You must, however, follow the appropriate procedures outlined in Section 4.20, "Processing Travelers/Gift Cheques." Questions concerning the validity of Gift or Travelers Cheques can be addressed by calling the Travelers Cheque/Gift Cheque Customer Service at 1-866-296-5198.</p>
<p>Split Tender</p>	<p>During a Split Tender Transaction, the Cardmember uses multiple forms of payment for a single purchase (e.g., Prepaid Cards, cash, American Express Card).</p> <p>You may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or methods of payment. If the other payment method is a Card then you are required to follow all provisions of the Agreement.</p> <p>Check with your Merchant Services Provider to determine if your POS System is set up for Split Tender functionality.</p>

Submissions

- 6.1 Introduction
- 6.2 Transaction Process
- 6.3 Purpose of Submission
- 6.4 Submission Process
- 6.5 Submission Requirements – Electronic
- 6.6 Submission Requirements – Paper
- 6.7 How to Submit



6.1 Introduction

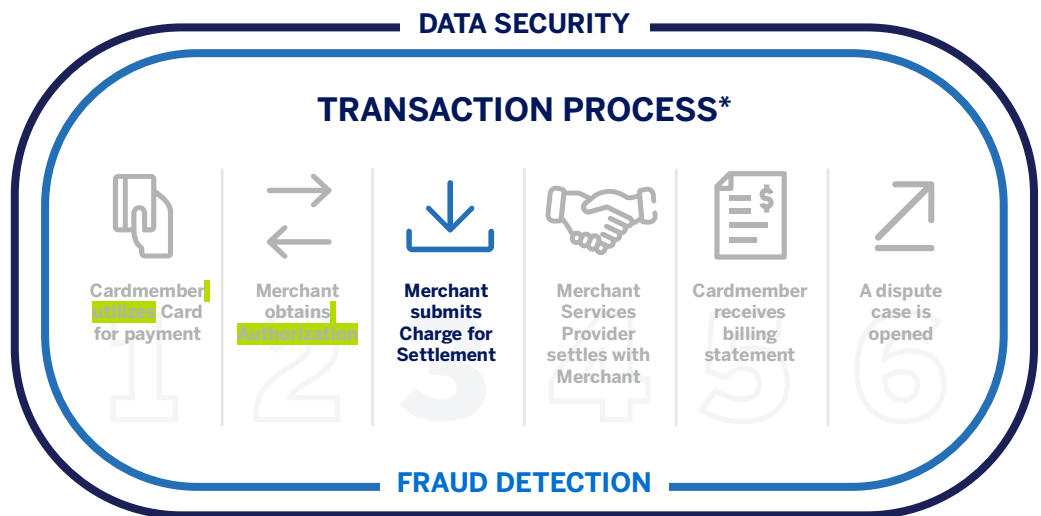
Merchants are familiar with commitments that keep their business running smoothly. One such commitment is to submit Transactions conducted at your Establishments to your Merchant Services Provider for payment.

Since payment cannot occur until the Transactions are submitted, you are encouraged to submit Transactions daily even though you have up to seven (7) days to do so.

See [Section 4.5, "Processing an In-Person Charge"](#) and [Section 4.9, "Processing a Credit"](#) for additional information.

6.2 Transaction Process

Collect Transactions during the business day and submit them to us, through your Merchant Services Provider, usually at the end of a day. If you have any Submission problems, contact your Merchant Services Provider.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

6.3 Purpose of Submission

After we receive the Submission, we process it and settle with your Merchant Services Provider. Your Merchant Services Provider will then settle directly with you in accordance with the payment plan, speed of payment, and payment method, you have arranged with them.

Transactions will be deemed accepted on a given business day if processed by us before the close of business.

Please contact your Merchant Services Provider for additional information on submitting Transactions, processing cutoff times, and payment procedures.

6.4 Submission Process

After you collect the Transactions during your business day, we encourage you to submit them to your Merchant Services Provider daily.



Following the instructions displayed in your POS System, you can submit your Transactions to be processed and Settled.

Payments cannot occur until the Transactions are Submitted, received, and processed through your Merchant Services Provider.

6.5 Submission Requirements – Electronic

For additional information about retaining information, see [Section 4.8, "Charge Records"](#) and [Section 8.4, "Standards for Protection of Cardmember Information"](#).

Besides impacting your Transaction processing, failure to comply with the *Technical Specifications* may increase your Disputed Charges. For instance, for a Card Not Present Charge, if you do not provide a customer service telephone number or web address, Cardmembers who do not recognize Charges, may initiate "no knowledge" Inquiries rather than contact you directly to identify the Charge.

You must submit Transactions electronically **in accordance with your Merchant Services Provider's instructions**.

When you transmit Charge Data and Transmission Data electronically, you must still complete and retain Charge Records and Credit Records.

A Submission or Batch must comply with the *American Express Merchant Operating Guide*, including the *Technical Specifications* (see [Section 2.5, "Compliance with the Technical Specifications"](#)). Failure to follow these requirements could result in a rejection of your Submission or Batch or delay in your payment (or both). If a Submission or Batch rejects, you may not be paid until the Submission or Batch is corrected and resubmitted. You must work with your Merchant Services Provider to correct the error, then resubmit. For Submissions which fail to comply with the *Technical Specifications*, American Express has the right to Chargeback.

You must submit Charges and Credits only in **Mexican Pesos**.

6.5.1 Charge Submissions

You must submit all Charges to your Merchant Services Provider **within the Authorization requests**. Charges are deemed "incurred" on the date the Cardmember indicates to you that they will pay for the goods or services purchased with the Card **and for which you have received an Authorization Approval**. Charges must not be submitted to your Merchant Services Provider until after the goods are shipped, provided, or the services are rendered. You must submit all Charges under the Establishment where the Charge originated.

For Aggregated Charges, the Charge must be submitted within seven (7) days of the date of the last purchase (and/or refund as applicable) that comprises the Aggregated Charge **and for**

which you have received an Authorization Approval. See [Section 4.15, "Aggregated Charges – Internet"](#) for additional information.

Delayed Delivery Charges and Advance Payment Charges may be submitted before the goods are shipped, provided, or the services are rendered. See [Section 4.16, "Delayed Delivery Charges"](#) and [Section 4.14, "Advance Payment Charges"](#) for additional information.

6.5.2 Credit Submissions

You must submit all Credits to your Merchant Services Provider upon determining that a Credit is due. You must submit each Credit under the Establishment where the Credit originated. Please contact your Merchant Services Provider for additional information regarding Credit submission requirements.

6.6 Submission Requirements – Paper

If, under extraordinary circumstances, you need to submit Transactions on paper, you must do so in accordance with instructions provided by your Merchant Services Provider.

6.7 How to Submit

Many POS Systems are equipped with a "batch out" key or similar functionality. Contact your Merchant Services Provider for information on the best way to submit a batch.

In many cases, your POS System will submit an Authorization request, process the Transactions, and automatically submit the Charge to your Merchant Services Provider. Contact your Merchant Services Provider for additional information regarding Transaction submission requirements.

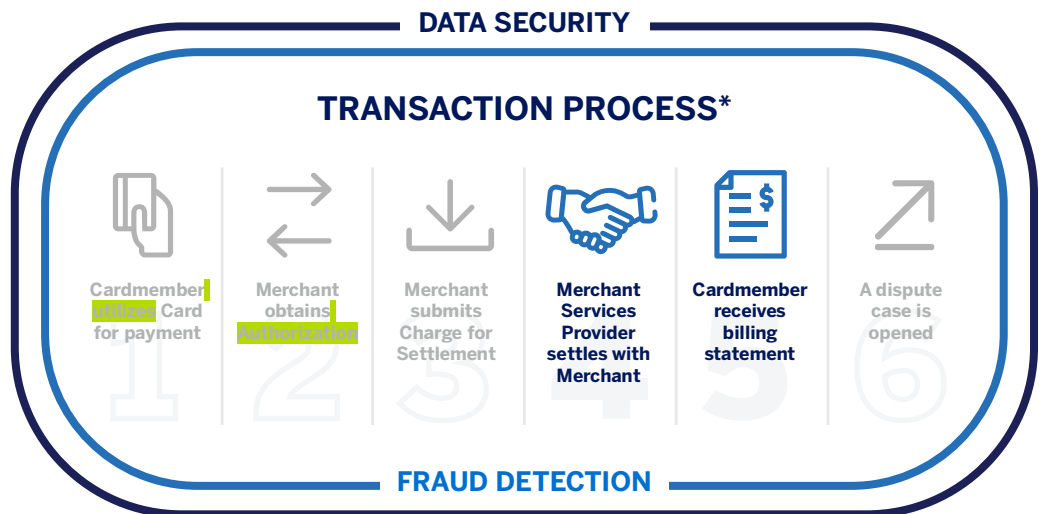
Settlement

- 7.1 Transaction Process
- 7.2 Settlement Amount
- 7.3 Payment Errors or Omissions
- 7.4 Collecting from Cardmembers



7.1 Transaction Process

After we receive a Submission file, we begin the process of settling. Settlement of payment from American Express will be made directly to your Merchant Services Provider.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

7.2 Settlement Amount

All settlement activity to you is the responsibility of your Merchant Services Provider and any questions or concerns should be directed to them for resolution.

7.3 Payment Errors or Omissions

Immediately notify your Merchant Services Provider of any error or omission in respect to your transactions or other fees or payments for Charges, Credits, or Chargebacks.

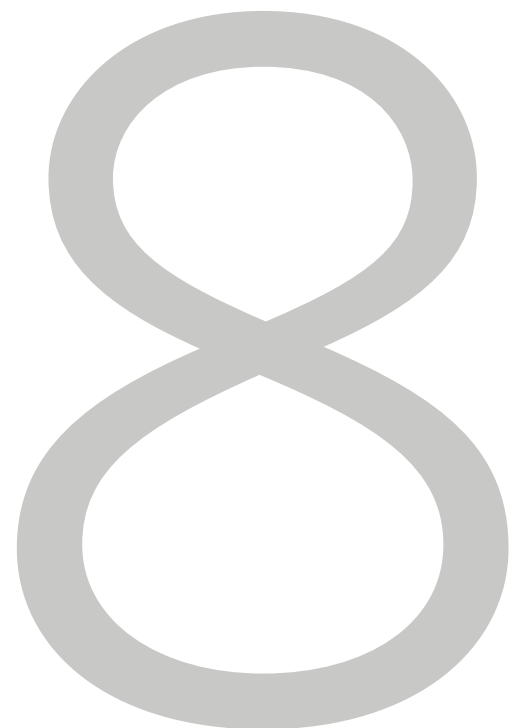
7.4 Collecting from Cardmembers

You must not bill or collect from any Cardmember for any purchase or payment made on the Card unless:

- Chargeback was exercised for such Charge,
- You have fully paid your Merchant Services Provider for such Charge, and
- You otherwise have the right to do so.

Protecting Cardmember Information

- 8.1 Data Security Requirements
- 8.2 Definitions
- 8.3 Targeted Analysis Program (TAP) Cardholder Data Compromise
- 8.4 Standards for Protection of Cardmember Information
- 8.5 Data Incident Management Obligations
- 8.6 Reserved
- 8.7 Periodic Validation of Merchant Systems
- 8.8 Reserved
- 8.9 Disclaimer



8.1 Data Security Requirements

As a leader in consumer protection, American Express has a long-standing commitment to protect Cardholder Data and Sensitive Authentication Data, ensuring that it is kept secure.

Compromised data negatively impacts consumers, Merchants, and Issuers. Even one incident can severely damage a company's reputation and impair its ability to effectively conduct business. Addressing this threat by implementing security operating policies can help improve customer trust, increase profitability, and enhance a company's reputation.

American Express knows that you share American Express' concern and requires, as part of your responsibilities, that you comply with the data security requirements in the Agreement with your Merchant Services Provider and [these the American Express Data Security Requirements \(DSR\), which we may amend from time to time and which is available electronically at \[www.americanexpress.com.mx/dsr\]\(http://www.americanexpress.com.mx/dsr\)](#).

These requirements apply to all your equipment, systems, and networks (and their components) on which encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) are stored, processed, or transmitted.

8.2 Definitions

For the purposes of this [Chapter 8, "Protecting Cardmember Information"](#), the following definitions apply:

Approved Scanning Vendors (ASVs) – An Entity that has been qualified by the Payment Card Industry Security Standards Council, LLC to validate adherence to certain PCI DSS requirements by performing vulnerability scans of internet facing environments. See [Section 8.7, "Periodic Validation of Merchant Systems"](#).

Attestation of Compliance (AOC) – A declaration of the status of your compliance with the PCI DSS, in the form provided by the Payment Card Industry Security Standards Council, LLC.

Attestation of Scan Compliance (AOSC) – A declaration of the status of your compliance with the PCI DSS based on a network scan, in the form provided by the Payment Card Industry Security Standards Council, LLC.

Card Number – The unique identifying number that the Issuer assigns to the Card when it is issued.

Cardholder Data – Has the meaning given in the then-current Glossary of Terms for the PCI DSS.

Cardholder Data Environment (CDE) – The people, processes, and technology that store, process, or transmit cardholder data or sensitive authentication data.

Compromised Card Number – An American Express Card account number related to a Data Incident.

Covered Parties – Any or all of your employees, agents, representatives, subcontractors, processors, Service Providers, providers of your point-of-sale (POS) equipment or systems, or payment processing solutions, Entities associated to your American Express merchant account, and any other party to whom you may provide Cardholder Data or Sensitive Authentication Data (or both) access in accordance with the Agreement.

Data Incident – An incident involving the compromise or suspected compromise of American Express encryption keys, or at least one American Express Card account number, in which there is:

- **unauthorized** access or use of Encryption Keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) that are stored, processed, or transmitted

on your equipment, systems, and/or networks (or the components thereof) of yours or the use of which you mandate **or provide, or make available;**

- use of such Encryption Keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) other than in accordance with the Agreement; and/or
- suspected or confirmed loss, theft, or misappropriation by any means of any media, materials, records, or information containing such Encryption Keys, Cardholder Data, or Sensitive Authentication Data (a combination of each).

Data Incident Event Window – The period that begins as of the date of compromise, if known, or 365 days prior to the Notification Date if the actual date of compromise is not known. The Data Incident Event Window ends 30 days after the Notification Date.

Data Security Requirements (DSR) – The American Express data security policy, as described in [Chapter 8, "Protecting Cardmember Information"](#) of the *Merchant Operating Guide*.

EMV^{®1} Specifications – The specifications issued by EMVCo, LLC, which are available at www.emvco.com.

Encryption Key – All keys used in the processing, generation, loading and/or protection of Account Data. This includes, but is not limited to, the following:

- Key Encrypting Keys: Zone Master Keys (ZMKs) and Zone PIN Keys (ZPKs)
- Master Keys used in secure cryptographic devices: Local Master Keys (LMKs)
- Card Security Code Keys (CSCKs)
- PIN Keys: Base Derivation Keys (BDKs), PIN Encryption Keys (PEKs), and ZPKs

Forensic Incident Final Report Template – Means the template available from the PCI Security Standards Council, which is available at www.pcisecuritystandards.org.

Issuer – Any Entity (including American Express and its Affiliates) licensed by American Express or an American Express Affiliate to issue Cards and to engage in the Card issuing business.

Level 1 Merchant – 2.5 million American Express Card Transactions or more per year; or any Merchant that American Express otherwise deems a Level 1 Merchant.

Level 2 Merchant – 50,000 to 2.5 million American Express Card Transactions per year.

Level 3 Merchant – 10,000 to 50,000 American Express Card Transactions per year.

Level 4 Merchant – Less than 10,000 American Express Card Transactions per year.

Merchant – The Merchant and all of its affiliates that accept American Express Cards under a Merchant processing agreement or sponsored Merchant agreement, the American Express *Merchant Operating Guide*, and any accompanying schedules and exhibits, collectively, between Merchant and its Merchant Services Provider.

Merchant Level – The designation assigned to Merchants related to their PCI DSS compliance validation obligations, as described in [Section 8.7, "Periodic Validation of Merchant Systems"](#).

Notification Date – The date that American Express provides Issuers with final notification of a Data Incident. Such date is contingent upon American Express' receipt of the final forensic report or internal analysis and shall be determined in American Express' sole discretion.

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

Payment Application – Has the meaning given to it in the then-current Glossary of Terms for Payment Card Industry Payment Application Data Security Standard, which is available at www.pcisecuritystandards.org.

Payment Card Industry Data Security Standard (PCI DSS) – The Payment Card Industry Data Security Standard, which is available at www.pcisecuritystandards.org.

Payment Card Industry Security Standards Council (PCI SSC) Requirements – The set of standards and requirements related to securing and protecting payment card data, including the PCI DSS and PA DSS, available at www.pcisecuritystandards.org.

PCI-Approved – A PIN Entry Device or a Payment Application (or both) that appears at the time of deployment on the list of approved companies and providers maintained by the PCI Security Standards Council, LLC, which is available at www.pcisecuritystandards.org.

PCI Forensic Investigator (PFI) – An Entity that has been approved by the Payment Card Industry Security Standards Council, LLC to perform forensic investigations of a breach or compromise of payment Card Data.

PCI PIN Security Requirements – The Payment Card Industry PIN Security Requirements, which are available at www.pcisecuritystandards.org.

PIN Entry Device – Has the meaning given to it in the then-current Glossary of Terms for the Payment Card Industry PIN Transaction Security Requirements, Point of Interaction Modular Security Requirements, which is available at www.pcisecuritystandards.org.

Point of Sale (POS) System – An information processing system or equipment, including a terminal, personal computer, electronic cash register, contactless reader, or payment engine or process, used by a Merchant, to obtain **Authorizations** or to collect Transaction data, or both.

Qualified Security Assessors (QSAs) – Entities that have been qualified by the Payment Card Industry Security Standards Council, LLC to validate adherence to the PCI DSS. See [Section 8.7, "Periodic Validation of Merchant Systems"](#).

Security Technology Enhancement Program (STEP) – American Express' **program** in which Merchants are encouraged to deploy technologies that improve data security. To qualify for STEP, Merchants must not have had a Data Incident in the twelve (12) months prior to submitting the Annual Attestation of Compliance and conducted at least 75% of all Transactions using Point-to-Point Encryption or face to face Transactions using EMV Chip Enabled Devices.

Self-Assessment Questionnaire (SAQ) – A self-assessment tool created by the Payment Card Industry Security Standards Council, LLC, intended to evaluate and attest to compliance with the PCI DSS.

Sensitive Authentication Data – Has the meaning given in the then-current Glossary of Terms for the PCI DSS.

Targeted Analysis Program (TAP) – A program that provides early identification of a potential Cardholder data compromise in your Cardholder Data Environment (CDE). See [Section 8.3, "Targeted Analysis Program \(TAP\) Cardholder Data Compromise"](#).

Validation Documentation – The AOC rendered in connection with an Annual Onsite Security Assessment or SAQ, the AOSC and executive summaries of findings rendered in connection with Quarterly Network Scans, or the annual STEP Attestation.

8.3 Targeted Analysis Program (TAP)-Cardholder Data Compromise

Cardholder Data compromises may be caused by data security gaps in your Cardholder Data Environment (CDE). You must, and you must cause your Covered Parties to, evaluate and

remediate security gaps in your Cardholder Data Environment (CDE) upon notification, from American Express or your Merchant Services Provider, of a potential Cardholder Data compromise. Examples of Cardholder Data compromise include, but are not limited to:

- **Common Point of Purchase (CPP):** American Express Cardmembers report fraudulent Transactions on their Card accounts and are identified and determined to have originated from making purchases at your Establishments.
- **Card Data found:** American Express Card and Cardholder Data found on the world wide web linked to Transactions made at your Establishments.
- **Malware suspected:** American Express suspects that your business is using software infected with or vulnerable to malicious code.

TAP is designed to identify potential Cardholder Data compromises.

You must, and you must cause your Covered Parties to, comply with the following requirements upon notification from American Express or your Merchant Service Provider, of a potential Cardholder Data compromise. Your Cardholder Data compromise obligations are:

- You must promptly review your CDE for data security gaps and remediate any findings.
 - You must cause your third-party vendor(s) to conduct a thorough investigation of your CDE if outsourced.
- You must provide a summary of action taken or planned after your review, evaluation, and/or remediation efforts upon notification from American Express or your Merchant Services Provider.
- You must provide updated PCI DSS validation documents in accordance with [Section 8.7, "Periodic Validation of Merchant Systems", Section 8.7.1 "Periodic Validation of Merchant Systems", Action 3, below.](#)
- **As applicable, you must engage a qualified PCI Forensic Investigator (PFI) to examine your CDE if you or your Covered Party:**
 - **Cannot resolve the Cardholder Data compromise within a reasonable period of time, as determined by American Express, or**
 - **Confirm that a Data Incident has occurred and comply with the requirements set forth in Section 8.5, "Data Incident Management Obligations". As applicable, you must engage a qualified PCI Forensic Investigator (PFI) to examine your CDE if you or your third-party vendor(s) is unable to resolve the Cardholder Data compromise within a reasonable period of time, as determined by American Express.**

If you cannot meet these obligations, your Merchant Services Provider may have the right to terminate the Agreement in accordance with its terms as well as impose non-validation fees on you.

8.4 Standards for Protection of Cardmember Information

Remember if the Agreement terminates, Cardholder Data can only be retained according to the PCI DSS which is available at pcisecuritystandards.org

You must, and you must cause your Covered Parties, to:

- store Cardholder Data only to facilitate American Express Card Transactions in accordance with, and as required by, the Agreement,
- comply with the current PCI DSS and other PCI SSC Requirements applicable to your processing, storing, or transmitting of Cardholder Data or Sensitive Authentication Data no later than the effective date for implementing that version of the applicable PCI SSC Requirement, and
- use, when deploying new or replacement PIN Entry Devices or Payment Applications (or both), in attended locations, only those that are PCI-Approved.

You must protect all Charge Records and Credit Records retained pursuant to the Agreement in accordance with these data security provisions; you must use these records only for purposes of the Agreement and safeguard them accordingly. You are financially and otherwise liable to

your Merchant Services Provider for ensuring your Covered Parties' compliance with this [Chapter 8, "Protecting Cardmember Information"](#) (other than for demonstrating your Covered Parties' compliance with this policy under [Section 8.7, "Periodic Validation of Merchant Systems"](#) except as otherwise provided in this section).

8.5 Data Incident Management Obligations

Data Incident

An incident involving **unauthorized** access or use of encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) that are stored, processed, or transmitted on equipment, systems, and/or networks (or the components thereof).

You must notify your Merchant Services Provider immediately after discovery of a Data Incident. In addition:

- You must conduct a thorough forensic investigation of each Data Incident.
- For Data Incidents involving 10,000 or more unique Card Numbers, you must engage a PCI Forensic Investigator (PFI) to conduct this investigation within five (5) days following discovery of a Data Incident.
- The *unedited* forensic investigation report must be provided to your Merchant Services Provider in accordance with their time frame for completing such information.
- You must promptly provide to your Merchant Services Provider all Compromised Card Numbers. American Express reserves the right to conduct its own internal analysis to identify Card Numbers involved in the Data Incident.

Forensic investigation reports must be completed using the current Forensic Incident Final Report Template available from PCI. Such report must include forensic reviews, reports on compliance, and all other information related to the Data Incident; identify the cause of the Data Incident; confirm whether or not you were in compliance with the PCI DSS at the time of the Data Incident, and confirm your commitment to prevent future Data Incidents by providing a plan for remediating all PCI DSS deficiencies, and confirm your participation in the American Express compliance **program** (as described below). Upon your Merchant Services Provider's request, you shall provide validation by a QSA that the deficiencies have been remediated.

Notwithstanding the foregoing paragraphs of this [Section 8.5, "Data Incident Management Obligations"](#):

- American Express may, in its sole discretion, require you to engage a PFI to conduct an investigation of a Data Incident for Data Incidents involving less than 10,000 unique Card Numbers. Any such investigation must comply with the requirements set forth above in this [Section 8.5, "Data Incident Management Obligations"](#), and must be completed within the time frame required by American Express.
- American Express may, in its sole discretion, separately engage a PFI to conduct an investigation for any Data Incident and may charge the cost of such investigation to you.

You must work with your Merchant Services Provider and American Express to rectify any issues arising from the Data Incident, including consultations about your communications to Cardmembers affected by the Data Incident and providing (and obtaining any waivers necessary to provide) to your Merchant Services Provider all relevant information to verify your ability to prevent future Data Incidents in a manner consistent with the Agreement.

Notwithstanding any contrary confidentiality obligation in the Agreement, American Express has the right to disclose information about any Data Incident to Cardmembers, Issuers, other participants on the American Express Network, and the general public as required by Applicable Law; by judicial, administrative, or regulatory order, decree, subpoena, request, or other process; in order to mitigate the risk of fraud or other harm; or otherwise to the extent appropriate to operate the American Express Network.

8.6 Reserved

8.7 Periodic Validation of Merchant Systems

You must take the following actions to validate under PCI DSS annually and quarterly the status of your equipment, systems and/or networks (and their components) on which encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) are stored, processed or transmitted.

There are four actions required to complete validation:

Action 1 – Participate in American Express' compliance program under this policy.

Action 2 – Understand your Merchant Level and Validation Requirements.

Action 3 – Complete the Validation Documentation that you must send to American Express.

Action 4 – Send the Validation Documentation to American Express through your Merchant Service Provider.

Action 1 - Participate in American Express' Compliance Program under this Policy

Level 1 Merchants and Level 2 Merchants, as described below, must participate in American Express' PCI Compliance Program under this policy by providing the full name, email address, telephone number, and physical mailing address of an individual who will serve as their general data security contact. You must submit this information to your Merchant Services Provider. You must notify your Merchant Services Provider if this information changes, providing updated information where applicable. Your failure to provide such contact information may result in the assessment of non-compliance fees. Please contact your Merchant Services Provider for more information regarding its data security compliance requirements.

American Express may designate, at our sole discretion, certain Level 3 and Level 4 Merchants' participation in American Express' compliance program under this policy by sending them written notice. Any such Merchant must enroll in the compliance program no later than ninety (90) days following receipt of the notice.

Action 2 - Understand Your Merchant Level and Validation Requirements

Most Merchant Levels are based on the volume of Transactions submitted by all of your Establishments. You will fall into one of the Merchant Levels specified in the following table.

	Validation Documentation		
Merchant Level/ Annual American Express Transactions	On-Site Assessment Report on Compliance (ROC)	Self-Assessment Questionnaire (SAQ) AND Quarterly Network Scan	STEP Attestation for eligible Merchants
Level 1/ 2.5 million or more	Mandatory	Not applicable	Optional (replaces ROC)
Level 2/ 50,000 to 2.5 million	Optional	SAQ mandatory (unless submitting an On-Site Assessment) scan mandatory with certain SAQ types	Optional (replaces SAQ and network scan or ROC)
Level 3/* 10,000 to 50,000	Optional	SAQ optional (mandatory if required by American Express) scan mandatory with certain SAQ types	Optional (replaces SAQ and network scan or ROC)
Level 4/* 10,000 or less	Optional	SAQ optional (mandatory if required by American Express) scan mandatory with certain SAQ types	Optional (replaces SAQ and network scan or ROC)

* For the avoidance of doubt, Level 3 and Level 4 Merchants need not submit Validation Documentation unless required at American Express' discretion, but nevertheless must comply with, and are subject to liability under all other provisions of these Data Security Requirements.

American Express reserves the right to verify the accuracy and appropriateness of the PCI validation documentation provided as needed, including by engaging, at American Express' expense, a QSA or PFI of our choice.

Determine your Merchant Level and the Validation Documentation that you must send to American Express.

Validation Documentation		
Annual Onsite Security Assessment	Annual Self Assessment Questionnaire (SAQ)	Quarterly Network Scans
<p>The annual onsite security assessment is a detailed onsite examination of your equipment, systems, and networks (and their components) where encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) are stored, processed, or transmitted. It must be performed by:</p> <ul style="list-style-type: none"> • a QSA, or • you and attested by your chief executive officer, chief financial officer, chief information security officer, or principal. <p>The annual onsite security assessment must be submitted annually to your Merchant Services Provider on the applicable AOC. To fulfill validation obligations under this policy, the AOC must support compliance with all requirements of the PCI DSS and, upon request, include copies of the full report on compliance.</p>	<p>The annual self assessment is a process using the PCI DSS SAQ that allows self-examination of your equipment, systems, and networks (and their components) where encryption keys, Cardholder Data, or Sensitive Authentication Data (or a combination of each) are stored, processed, or transmitted. It must be performed by you and certified by your chief executive officer, chief financial officer, chief information security officer, or principal. The AOC section of the SAQ must be submitted annually to your Merchant Services Provider. To fulfill validation obligations under this policy, the AOC section of the SAQ must certify your compliance with all requirements of the PCI DSS and include full copies of the SAQ on request.</p>	<p>The quarterly network scan is a process that remotely tests your internet-connected computer networks and web servers for potential weaknesses and vulnerabilities. It must be performed by an ASV. On a quarterly basis, you must complete and submit the ASV Scan Report AOSC or executive summary of findings of the scan (and copies of the full scan, upon request) to your Merchant Services Provider. The AOSC or executive summary must certify that the results satisfy the PCI DSS scanning procedures, that no high risk issues are identified, and that the scan is passing or compliant (all Merchants except those who also submit an Onsite Security Assessment Report, and STEP-eligible Merchants). For the avoidance of doubt, Quarterly Network Scans are mandatory if required by the applicable SAQ.</p>

Action 3 - Complete the Validation Documentation that you must send to American Express

Visit pcisecuritystandards.org for:

- Lists of Qualified Security Assessors (QSAs) and Approved Scanning Vendors (ASVs)
- Self Assessment Questionnaires (SAQs)
- The Attestation of Compliance (AOC) and Attestation of Scan Compliance (AOSC)

Level 1, Level 2, and certain Level 3 and Level 4 Merchants must submit the Validation Documentation marked "mandatory validation documentation" in the table in Action 2.

- Level 1 Merchants' Validation Documentation must include the AOC from the annual onsite security assessment report.
- Level 2 Merchants' Validation Documentation must include the AOC from the SAQ and the AOSC or the executive summaries of findings of the Quarterly Network Scans, as described in the table above. Level 2 Merchants may choose to submit the AOC from the annual onsite security assessment report if preferred.
- Level 3 Merchants and Level 4 Merchants are not required to submit Validation Documentation unless requested by American Express (but must comply with, and are subject to liability under, all other provisions of this policy).
- STEP-eligible Merchants may submit the STEP Annual Attestation in place of other Validation Documentation.

Action 4 – Send the Validation Documentation to American Express through your Merchant Service Provider

All Merchants required to participate in the American Express PCI Compliance Program must submit the Validation Documentation marked “mandatory” in the tables in Action 2.

You must submit your Validation Documentation to your Merchant Services Provider as instructed by them. If you have general questions about the program or the process of submitting Validation Documentation, please contact your Merchant Services Provider.

Compliance and validation are completed at your expense. By submitting Validation Documentation to your Merchant Services Provider, you represent and warrant that you are authorized to disclose the information contained therein to your Merchant Services Provider and to American Express, and are providing the Validation Documentation without violating any other party's rights.

8.7.1 Merchants Not Compliant with PCI DSS

If you are not compliant with the PCI DSS, then you must submit one of the following documents:

- An Attestation of Compliance (AOC) including “Part 4. Action Plan for Non-Compliant Status”
- A PCI Prioritized Approach Tool Summary and Attestation of Compliance (PASAOC)
- A Project Plan Template (available from your Merchant Services Provider)

Each of the above documents must designate a remediation date, not to exceed twelve (12) months following the document completion date, in order to achieve compliance. You must submit the appropriate document(s) to your Merchant Services Provider. You shall provide your Merchant Services Provider with periodic updates of your progress toward remediation under the “Action Plan for Non-Compliant Status”.

For the avoidance of all doubt, Merchants that are not compliant with PCI DSS are not STEP eligible.

8.7.2 Non-Validation Fees and Termination of Agreement

American Express and your Merchant Services Provider have the right to impose non-validation fees and terminate the Agreement if you do not fulfill these requirements or fail to submit the mandatory Validation Documentation by the applicable deadline.

Your Merchant Services Provider will notify you separately of the applicable deadline for each annual and quarterly reporting period.

If your Merchant Services Provider does not receive your mandatory Validation Documentation, then your Merchant Services Provider may have the right to terminate the Agreement in accordance with its terms as well as impose non-validation fees on you.

8.7.3 Periodic Validation of STEP-eligible Merchants

Merchants that are compliant with PCI DSS may also, at American Express' discretion, qualify for American Express' STEP if they deploy certain additional security technologies throughout their Card processing environments.

Merchants may be STEP eligible only if the Merchant has not experienced a Data Incident in the previous twelve (12) months and if 75% of all merchant Card transactions are performed using:

- EMV – on an active Chip-Enabled Device having a valid and current EMVCo (www.emvco.com) approval/certification and capable of processing AEIPS compliant Chip Card Transactions, or
- Point-to-Point Encryption (P2PE) – communicated to the Merchant's processor using a PCI-SSC-approved or QSA-approved Point-to-Point Encryption system.

If you are classified as a STEP-eligible Merchant, you may submit a declaration of the status of your compliance with the PCI DSS, in the form which is available through your Merchant Services Provider (*Annual STEP Attestation*) instead of other Validation Documentation. It must be performed by you and certified by your chief executive officer, chief financial officer, chief information security officer, or principal. You must complete the process by submitting the STEP Attestation annually to your Merchant Services Provider (See [Section 8.7, "Periodic Validation of Merchant Systems"](#), Action 3).

8.8 Reserved

8.9 Disclaimer

AMERICAN EXPRESS HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES WITH RESPECT TO THESE DATA SECURITY REQUIREMENTS, THE PCI DSS, THE EMV SPECIFICATIONS, AND THE DESIGNATION AND PERFORMANCE OF QSAs, ASVs, OR PFIs (OR ANY OF THEM), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Issuers are not third-party beneficiaries under these Data Security Requirements.

For further information about American Express Data Security requirements, please visit www.americanexpress.com.mx/dsr

For information about PCI Security Standards, LLC:

- PCI Data Security Standards
- Self Assessment Questionnaire
- List of Qualified Security Assessors
- List of Approved Scanning Vendors
- List of PCI Forensic Investigators

www.pcisecuritystandards.org

Fraud Prevention

- 9.1 Introduction
- 9.2 Transaction Process
- 9.3 Strategies for Deterring Fraud
- 9.4 Card Acceptance Policies
- 9.5 Card Security Features
- 9.6 Recognizing Suspicious Activity
- 9.7 Prepaid Card Security Features
- 9.8 Recognizing Suspicious Activity for Prepaid Cards
- 9.9 Travelers Cheque and Gift Cheque Security Features
- 9.10 Fraud Mitigation Tools



9.1 Introduction

You work hard to protect the interests of your business and Cardmembers. Unfortunately, fraudulent Card use can undermine your best efforts. Millions of dollars are lost each year because of such fraud.

American Express offers a full suite of tools and programs that can help to mitigate the chances of fraud on American Express Cards and reduce this cost to your business.

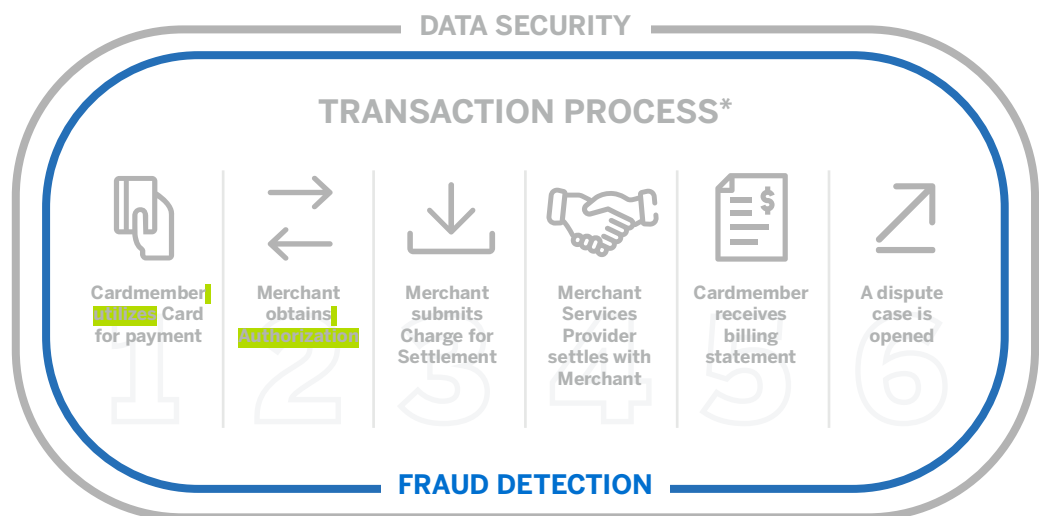
Some Merchants may not be eligible to participate in the full suite of fraud tools and fraud liability shift programs offered. Additionally, American Express may, in our sole discretion, immediately suspend or terminate a Merchant from using any fraud tool or participation in any fraud liability shift program and American Express may suspend or terminate any fraud tool or fraud liability shift program at any time.

This chapter of the *Merchant Operating Guide* offers fraud mitigation tips for both Card Present and Card Not Present Transactions. Contact your Merchant Services Provider for information related to fraud mitigation tools and resources that may be available for your use.

9.2 Transaction Process

Our primary strategy for combating fraudulent Card use is to address it at the point of Authorization. To accomplish this, we work with Merchants and their Merchant Services Providers to implement best practices and fraud mitigation tools.

While fraud usually is thought of as a deceptive act at the point of sale, detection can actually occur during any stage in the Transaction process. For this reason, "fraud detection", as depicted in the following graphic, applies throughout the entire Transaction process.



* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

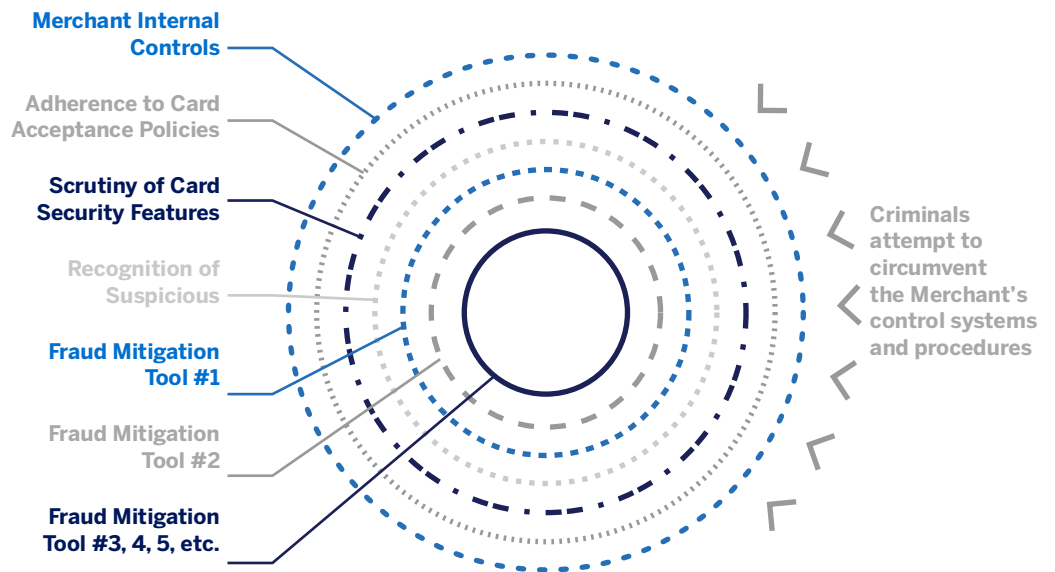
9.3 Strategies for Deterring Fraud

Implementing multiple layers of fraud protection to help secure your business is recommended. These layers may include a combination of your point of sale procedures and controls as well as implementation of fraud mitigation tools.

Layers of Protection

Your first layer for mitigating fraud is to follow the Card acceptance policies and procedures, as outlined in [Chapter 4, "Transaction Processing"](#). Other fraud mitigation strategies that you choose to implement may include any combination of:

- recognition of suspicious behaviors or circumstances that may signal fraudulent activity
- implementation of fraud mitigation tools that take advantage of American Express' risk controls to identify fraudulent activity
- additional risk models or controls that you can develop internally or obtain externally from third parties



American Express is committed to working with you and your Merchant Services Provider to deploy tools that can help reduce the likelihood that fraudulent Charges will be Approved. The implementation and use of the strategies and tools detailed in this section, however, does not guarantee that (i) the person making the Charge is the Cardmember, (ii) the Charge is in fact valid or bona fide, (iii) you will be paid for the Charge, or (iv) you will not be subject to a Chargeback.

The following illustration compares data captured during a standard Card Not Present Charge (left) with the amount of data that can be captured when fraud mitigation tools are implemented (right).

DATA CAPTURED

Card Not Present Charge: Standard	Card Not Present Charge: Our Suite of Fraud Mitigation Used
<p>Card: 37XXXXXXXXXX2009 Amount: \$257 Merchant: Internet Merchant XXXXXXXX01</p>	<p>Card: 37XXXXXXXXXX2009 Name: C.F. Frost Amount: \$257 Merchant: Internet Merchant XXXXXXXX01 CID Number: XXXX AAV: 2213 E Main AAV Name: C.F. Frost AAV Phone: 814-880-1234 Email: cffrost@ispprovider.net IP Address: 122.22.15.18 Host Name: PHX.QW.AOL.COM Ship to Address: Granjas Esmeralda, 252 Iztapalapa, Mexico DF 09810 Ship to Phone: 415.555.5555 Ship to Country: Mexico</p>

9.4 Card Acceptance Policies

A critical component in your overall fraud mitigation strategy is to follow your Merchant Services Provider's operating instructions, including our Card acceptance procedures as defined in [Chapter 4, "Transaction Processing"](#). These procedures can also serve as a your first line of **defense** against potential fraud. The additional layers of fraud mitigation mentioned previously can supplement this line of **defense**.

9.5 Card Security Features



In many cases, the physical appearance of the Card will offer the most obvious clues of fraudulent activity.

American Express Card security features are designed to help you assess whether a Card is authentic or has been altered. Ensure that all of your personnel are familiar with our Card's security features so they can identify potentially compromised Cards.

The following picture is just one example of an American Express Card as a number of different Cards are offered. These are some things you must look for:

1. Pre-printed CID Numbers usually appear above the Card Number, on either the right or the left edge of the Card.
2. All American Express Card Numbers start with "37" or "34." The Card Number appears embossed on the front of the Card. Embossing must be clear, and uniform in sizing and spacing. Some Cards also have the Card Number printed on the back of the Card in the signature panel. These numbers, plus the last four digits printed on the Charge Record, must all match.
3. Do not accept a Card outside the Valid Dates.

Further Information

The four-digit CID Number is located on the front of the Card where the three-digit CSC is located on the back of the Card. These codes are considered Card security features and can validate that the Card is present for a Charge. You should prompt your customers for the four-digit CID Number.

4. Only the person whose name appears on an American Express Card is entitled to use it. Cards are not transferable.
5. Some Cards contain a holographic image on the front or back of the plastic to determine authenticity. Not all American Express Cards have a holographic image.
6. Some Cards have a Chip on which data is stored and used to conduct a Charge.
7. The signature on the back of the Card must match the Cardmember's signature on the Charge Record, and must be the same name that appears on the front of the Card. The signature panel must not be taped over, mutilated, erased, or painted over. Some Cards also have a three-digit Card Security Code (CSC) number printed on the signature panel.

Note: The security features for Prepaid Cards and Travelers Cheques are listed in [Section 9.7, "Prepaid Card Security Features"](#) and [Section 9.9, "Travelers Cheque and Gift Cheque Security Features"](#).

9.5.1 Compromised Card Security Features

In this example of an altered Card, the signature panel has been painted white under the signature. In addition, the Card Number has been erased from the back panel.



Do not accept a Card if:

Altered Magnetic Stripe

- The Magnetic Stripe has been altered or destroyed.
- The Card Number on the front of the Card does not match the number printed on the back (when present), or the last four digits printed on the Charge Record (or both).

Altered Front of the Card

- The Card Number or Cardmember name on the front of the Card appears out of line, crooked, or unevenly spaced.
- The ink on the raised Card Number or Cardmember name is smudged or messy.
- The Card Number or Cardmember name is not printed in the same typeface as the American Express typeface.

Altered Back of the Card

- The Card Number printed on the back of the Card (when present) is different from the Card Number on the front.
- The Card Number on the back of the Card (when present) has been chipped off or covered up.
- The signature panel has been painted-out, erased, or written over.

Altered Appearance of the Card

- There are "halos" of previous embossing or printing underneath the current Card Number and Cardmember name.
- A portion of the surface looks dull compared with the rest of the Card. Valid American Express Cards have a high-gloss finish.
- The Card has a bumpy surface or is bent around the edges.
- You suspect any Card security features have been compromised.

- The Card appears physically altered in any way.

If you suspect Card misuse, follow your internal store policies, and, if directed to do so, call your Merchant Services Provider and state that you have a Code 10. **Never put yourself or your employees in unsafe situations, nor physically detain or harm the holder of the Card.**

Often, you can look closely at Cards to determine if they're altered or counterfeit. As another layer in your internal fraud prevention program, educate yourself and all your personnel on how to identify a potentially altered Card.

9.6 Recognizing Suspicious Activity

No single factor by itself is indicative of risk; however, when a combination of factors is present during a Transaction, additional scrutiny is warranted. If you have any doubts of suspicious activity call in a Code 10.

Diligently scrutinizing behaviors and circumstances can help prevent you from being victimized by fraud.

As a prudent Merchant, you must always be aware of circumstances that may indicate a fraudulent scheme or suspicious behaviors that may flag a fraudulent customer.

Suspicious Behavior

A suspicious situation may arise, causing you to question the authenticity of the Card, or the legitimacy of the person presenting it. Any single behavior may not be risky. However, when customers exhibit more than one of the following behaviors, your risk factor may increase:

- larger-than-normal Transaction dollar amounts,
- orders containing many of the same items,
- orders shipped to an address other than a billing address,
- orders using anonymous/free email domains,
- orders sent to postal codes or countries where you show a history of fraudulent claims,
- orders of a "hot" product (i.e., highly desirable goods for resale),
- customer is a first-time shopper,
- customer is purchasing large quantities of high-priced goods without regard to color, size, product feature, or price,
- customer comes in just before closing time and purchases a large quantity of goods,
- customer wants to rush or overnight the order,
- customer has a previous history of Disputed Charges,
- customer is rude or abusive toward you; wanting to rush or distract you,
- customer frequents your Establishment to make small purchases with cash, then returns to make additional purchases of expensive items with a Card.

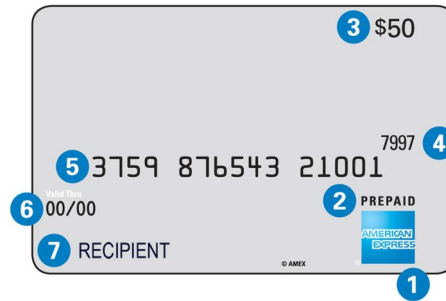
If you suspect Card misuse, follow your internal store policies, and immediately call your Merchant Services Provider with a Code 10. **Never put yourself or your employees in unsafe situations, nor physically detain or harm the holder of the Card.**

9.7 Prepaid Card Security Features

You are responsible for following all our Prepaid Card acceptance procedures in [Section 4.19, "Processing Prepaid Cards"](#). Although there are a number of unique Prepaid Cards, all Prepaid Cards share similar features, except that:

- Prepaid Cards may or may not be embossed, and

- The following features may appear on the front or back of the Card (or a combination of both):



- The American Express logo generally appears in the bottom right corner.
- The words PREPAID or INCENTIVE will generally be shown above the American Express logo.
- Cards pre-loaded with funds may show the dollar amount or the total points (reloadable Cards generally will not show a number).
- The CID Number will appear usually above the Card Number or above the logo.
- The Card Number appears on the Card.
- The Valid Date or Expiration Date appears on the Card.
- The recipient's name or company name may appear on the Card; otherwise a generic "Recipient" or "Traveler" may appear, or this area might be blank.

9.8 Recognizing Suspicious Activity for Prepaid Cards

American Express recommends that you follow the procedures in the preceding [Section 9.6. "Recognizing Suspicious Activity"](#) in addition to being vigilant for the following suspicious behaviors related specifically to Prepaid Cards:

- Customer frequently makes purchases and then returns goods for cash. (To avoid being the victim of this scheme, you should follow your internal store procedures when you cannot issue a Credit on the Card used to make the original purchase.)
- Customer uses Prepaid Cards to purchase other Prepaid Cards.
- Customer uses large numbers of Prepaid Cards to make purchases.

9.9 Travelers Cheque and Gift Cheque Security Features

We offer a variety of cheque verification solutions to help you avoid accepting fraudulent cheque products. For more details about [Authorization solutions](#), contact us via email at tconlineAuthorizations@aexp.com.

Even though American Express' Travelers Cheques and Gift Cheques offer more convenience and security, counterfeit products circulate worldwide. You must verify all cheque products presented at your Establishment and contact the Travelers Cheque/Gift Cheque Customer Service with questions or suspicions.

One of the easiest and most effective tests to determine authenticity is the smudge test:

- Turn the cheque over (non-signature side).
- Locate the denomination on the right side of the cheque. Wipe a moistened finger across the denomination. The ink should not smudge.
- Wipe a moistened finger across the denomination on the left side of the cheque. The ink should smudge.

The following shows an example of a smudge test:



For Travelers and Gift Cheque acceptance procedures, see [Section 4.20. "Processing Travelers/Gift Cheques"](#). American Express also recommends that you follow the procedures in the preceding [Section 9.6. "Recognizing Suspicious Activity"](#) to assist you in the mitigation of fraud.

As another layer of protection, there are a number of security features inherent in American Express' Travelers Cheque and Gift Cheque products. Following are a few security features to help you **recognize** an authentic Cheque.



9.10 Fraud Mitigation Tools

Fraud mitigation tools are available for both Card Present and Card Not Present Transactions to help verify that a Charge is valid. These tools help you mitigate the risk of fraud at the point of sale, but are not a guarantee that (i) the person making the Charge is the Cardmember, (ii) the Charge is in fact valid or bona fide, (iii) you will be paid for the Charge, or (iv) you will not be subject to a Chargeback.

For optimal use of the tools, it is critical that:

- you comply with the applicable sections of the *Technical Specifications* (see [Section 2.5. "Compliance with the Technical Specifications"](#)), and
- you provide high quality data in the **Authorization** request.

American Express offers strategies and tools for preventing fraud. For more information about what you and your business can do, review the tools listed below and contact your Merchant Services Provider to determine what tools are supported.

9.10.1 Card Not Present Fraud Tools

	Card Identification (CID) Verification Tool	Automated Name and Address Verification	Email Verification	Billing Phone Number Verification	Enhanced
Description	<p>You request the four-digit CID number printed on the Card from the Cardmember and send it with the Authorization request to the Issuer.</p> <p>Issuer compares the CID number provided with that on file for the Card and, based on the comparison, returns a match code to you.</p>	<p>You request name and address information from the Cardmember at the point of sale, and provide this information electronically during Authorization, through your POS terminal.</p> <p>Issuer compares the name and address information you provided with Cardmember's billing records and provides a response code indicating full, partial, or no match.</p>	<p>You request email address from the Customer at the point of sale, and provide this information electronically during an Authorization.</p> <p>Issuer compares the email address you provided with email addresses on file at American Express and returns a match result.</p>	<p>You request billing phone number from the Customer at the point of sale, and provide this information electronically during an Authorization.</p> <p>Issuer compares the phone number you provided with Cardmember billing phone number and returns a match result.</p>	<p>Provides additional data elements in Authorization requests describing the transaction and enabling a more informed Authorization decision.</p>
Purpose	<p>Helps to ensure that the person placing the order actually has the Card in his or her possession and is not using a stolen Card Number.</p>	<p>Helps Issuer evaluate Cardmember identity by comparing information provided by the Cardmember at the point of sale with Cardmember billing information not available on the Card.</p>	<p>Email Address Verification helps evaluate Cardmember identity by comparing information provided by the customer during the check-out process with Cardmember information not available on the Card.</p>	<p>Billing Phone Number Verification helps evaluate Cardmember identity by comparing information provided by the customer during the check-out process with Cardmember information not available on the Card.</p>	<p>Helps mitigate fraud before a Transaction is authorized by analyzing key data elements submitted with Authorization requests.</p> <p>Data elements include shipping address, transaction origin, and airline ticket details.</p>
How To Implement	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>

9.10.2 Card Present Fraud Tools

	Card Identification (CID) Verification Tool	Track 1	Chip	Terminal ID	Code 10
Description	<p>You request the four-digit CID number printed on the Card from the Cardmember and send it with the Authorization request to the Issuer.</p> <p>Issuer compares the CID number provided with that on file for the Card and, based on the comparison, returns a match code to you.</p>	<p>POS terminal captures data encoded in the Track 1 of the Magnetic Stripe and sends it to the Issuer with the Authorization request.</p> <p>Issuer compares information in track to information on file and sends approval decision.</p>	<p>Chip technology uses an embedded microchip to encrypt card information, making it more difficult for unauthorized users to copy or access the data. Data can only be accessed when the Card is inserted into a chip-enabled terminal.</p>	<p>Captures a numeric identifier uniquely assigned to each POS device and sends it to the Issuer with each Authorization request.</p>	<p>A special phrase you use to indicate to your Merchant Services Provider that you have suspicions concerning the Cardmember, the Card, the CID, and/or the circumstances of the sale.</p>
Purpose	<p>Helps to ensure that the person making the purchase is not using an altered or duplicated Card.</p>	<p>Can signal tampering and alteration of the Card's Magnetic Stripe.</p>	<p>Provides enhanced protection against fraud from lost, stolen, and counterfeit Cards.</p>	<p>Helps detect high risk patterns of a particular POS device.</p>	<p>Enables your Merchant Services Provider to speak with an American Express Authorizer on a card present transaction they assess as high risk.</p>
How To Implement	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>Contact your Merchant Services Provider</p>	<p>If you suspect Card misuse, follow your internal store policies, and, if directed to do so, call your Merchant Services Provider with a Code 10 Authorization Request. Only pick up a Card if directed to do so by your Merchant Services Provider or the Issuer. Never put yourself or your employees in unsafe situations.</p>

Risk Evaluation

- 10.1 Introduction
- 10.2 Prohibited Merchants
- 10.3 Monitoring

10

10.1 Introduction

As a Merchant, you understand the hard work and dedication it takes to keep a business running. At American Express, we also work hard to maintain our business and uphold our reputation as a world-class global payments and network company. Part of our regimen is to evaluate Merchants to ensure compliance with our policies and procedures, in addition to assessing any potential risk to our business.

10.2 Prohibited Merchants

Some Merchants are not eligible (or may become ineligible) to accept the Card. American Express may terminate Card acceptance (including immediate termination without prior notice) if we determine or have reason to believe, in our sole discretion, that you meet any of the following criteria:

- Participation as a Merchant on our Network or acceptance of Cards (or both) by you or any of your Establishments may cause us not to be in compliance with Applicable Laws, regulations, or rules.
- You do not have a verifiable physical address and can only be reached by telephone.
- You or any of your Establishments are involved (or knowingly participate or have participated) in a fraudulent or illegal activity.
- You or any of your Establishments are identified as a sponsor of international terrorism as warranting special measures due to money laundering concerns, or as non-cooperative with international anti-money laundering principles or procedures.

Additionally, American Express may terminate acceptance of Cards by you or any of your Establishments if:

- You are listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac).
- You are listed on the U.S. Department of State’s Terrorist Exclusion List (available at www.state.gov).
- You are located in or operating under license issued by a jurisdiction identified by the U.S. Department of State as a sponsor of international terrorism, by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which Mexico is a member.
- Your verifiable physical address is not located in Mexico.
- You or any of your Establishments fall into one of the following categories and/or accept Transactions for the prohibited activities displayed in the following table:

Prohibited Category	Description	MCC
Airlines & air carriers (including charter airlines)	All airline and air carrier merchants, including charter airlines.	3000-3300; 4511
Bail/bail bond	A sum of money paid by a criminal defendant to be released from jail under the condition that they appear for court appearances. This does not include a bail bond fee (MCC 9223).	—

Prohibited Category	Description	MCC
Bankruptcy services	A company or agency that is in the business of recovering money owed on delinquent accounts or supporting the bankruptcy process.	—
Bullion	Bulk metal in bars or ingots. Examples include: <ul style="list-style-type: none"> Gold, silver, platinum, palladium bullion Gold, silver, platinum, palladium bars Precious metals 	—
Car rental agencies	Branded car rental agencies (e.g., Avis, Budget, Hertz).	3351-3441
Cash at Point of Sale/Cash on Card	Cash-like transactions from financial and non-financial institutions.	6010 6011 6051
Check cashing/guarantee	A business that provides customers with a way to turn a check into cash without having to rely on a bank account.	—
Child pornography	An individual or entity providing or associated with the visual depiction of a minor engaged in obscene or sexually explicit conduct, whether made or produced by electronic, mechanical, or other means.	—
Collection agencies	A company that lenders use to recover funds that are past due.	7322
Commercial leasing	A business that conveys land, real estate, equipment, or other property to another for a specified time in return for regular periodic payment. Examples include commercial real estate and commercial vehicles, such as trucks and marine vessels. This does not include residential Real Estate Agents and Managers – Rentals (MCC 6513).	—
Credit financing	A merchant that provides financing to customers, earning revenue on that financing via fees and/or interest.	6010 6011 6012 6051
Credit restoration	A service aimed at improving credit ratings by disputing errors and outdated claims with credit bureaus.	—

Prohibited Category	Description	MCC
Debt repayment (past due or defaulted)	A company collecting payment of overdue debt.	7322
Door-to-door sales	Unsolicited individual (who may go from door to door) selling goods and/or services with immediate payment expected.	5963
Escort services	A business, agency, or person who, for a fee, provides or offers to provide a companion.	—
Foreign exchange	A business or financial institution that has the legal right to exchange one currency for another currency.	6051
Gambling	The wagering of money or something of value on an event with an uncertain outcome, with the primary intent of winning money or material goods. Examples include: <ul style="list-style-type: none"> Regulated (real money) betting, including casino, poker, sports betting, lottery tickets Advance-deposit wagering, including horse/dog racing Fantasy sports Skill-based, pay-to-play games that award monetary prizes Games of chance that are not free to enter and award monetary prizes Government-owned and other lotteries Gambling chips Gambling credits 	7800 7801 7802 7995
Investments	A purchase made for speculative purposes, or with the intent of future profit or appreciation. Examples include, but are not limited to securities (stocks, bonds, commodities, and mutual funds) wine with delivery that exceeds one (1) year from purchase, and investment on futures.	—
Licensed insolvency practitioners	A professional intermediary in insolvency procedures.	—

Prohibited Category	Description	MCC
Lodging – Hotels, Motels, Resorts (including "branded" Central Reservation Services)	Branded lodging establishments (e.g., Best Western, Hilton, Marriott).	3501-3999
Marijuana-related businesses	Any individual or entity that manufactures, processes, distributes, or dispenses marijuana, or byproducts or derivatives of marijuana, whether for recreational or medicinal purposes, and whether or not subject to a governmental licensing regime.	—
Marketplaces	A business that brings together consumers and retailers selling a range of goods or services under different industry categories, on a single e-commerce platform, under a single brand used to identify itself to consumers.	5262
Mortgage payments	A payment which includes principal and interest paid by borrower to lender of a home loan.	6012 6051
Multi-level marketing / pyramid selling (also referred to as Direct Marketing – Inbound/Outbound Telemarketing)	A sales system that uses one or more of the following practices: <ul style="list-style-type: none"> Participants pay money for the right to receive compensation for recruiting new participants. A participant is required to buy a specific quantity of products, other than at cost price for the purpose of advertising, before the participant is allowed to join the plan or advance within the plan. Participants are knowingly sold commercially unreasonable quantities of the product or products (this practice is called inventory loading). Participants are not allowed to return products on reasonable commercial terms. 	5966 5967
Online adult entertainment	A business or entity that provides internet adult digital content.	—
Payday lending	A company that lends customers money at high interest rates on the agreement that the loan will be repaid when the borrower receives their next pay-check.	—

Prohibited Category	Description	MCC
Person-to-Person Payments	A service that allows customers to transfer funds from their bank account or credit card to another individual's account via the Internet or a mobile device.	6538
Postal Services – Government Only	Government-owned postal offices that provide a variety of services such as accepting and processing packages and mail for delivery and selling postage stamps.	9402
Prostitution	A person or business providing sexual services in return for payment.	—
Real Estate Down Payments	An initial payment when the real estate is bought on credit.	6012 6051
Steamships & cruise lines (incl. onboard cruise shops)	Steamship and cruise line merchants.	4411
Telemarketing – travel related	A business that telemarkets travel related products or services or other travel arrangements.	5962
Timeshares	Selling partial ownership of a property for use as a holiday home, whereby a Cardmember can buy the rights to use the property for the same fixed period annually.	7012
Top-up wallet	Functionality that provides a Stored Value Digital Facility (SVDF), a feature that allows funds to be loaded into a digital wallet for subsequent payments, including purchases of goods and services, at single or multiple payment acceptors. Using the Card to fund purchases completed using a payment credential provided by other general purpose card networks is also prohibited. This restriction does <u>not</u> apply to funding Prepaid Card purchase and loading.	—
Virtual currency/ cryptocurrency	Digital money not authorized or adopted by a government. Issued and controlled by its developers and used and accepted among members of a specific virtual community.	6051
Wire transfers in-person (not online)	A business that specializes in the transfer of money from one location to another.	4829

Prohibited Business Type	Description
Bail/bail bond	Bail — A sum of money paid by a criminal defendant to be released from jail under the condition that they appear for court appearances. This does not include a bail bond fee.
Bankruptcy services	A company or agency that is in the business of recovering money owed on delinquent accounts or supporting the bankruptcy process.
Cash-at-Point-of-Sale from a non-financial institution	A cash advance from a non-financial institution.
Check-cashing/guarantee	A business that provides customers with a way to turn a check/cheque into cash without having to rely on a bank account.
Child pornography	An individual or Entity providing or associated with the visual depiction of a minor engaged in obscene or sexually explicit conduct, whether made or produced by electronic, mechanical, or other means.
Commercial leasing merchants	A business that conveys land, real estate, equipment, or other property to another for a specified time in return for regular periodic payment. Examples include commercial real estate and commercial vehicles, such as trucks and marine vessels. This does not include residential Real Estate Agents and Managers — Rental (MCC 6513).
Condo (real estate) down payments	Down payments for purchase of a condominium.
Credit restoration	A service aimed at improving credit ratings by disputing errors and outdated claims with credit bureaus.
Debt collection	The process of pursuing payments of debts owed by individuals and/or businesses.
Door-to-door sales	Unsolicited individual (who may go from door to door) selling goods and/or services with immediate payment expected.
Escort services	A business, agency, or person who, for a fee, provides or offers to provide an escort.
Foreign exchanges	A business or financial institution that has the legal right to exchange one currency for another currency.
Gambling	The wagering of money or something of value on an event with an uncertain outcome, with the primary intent of winning money or material goods. Examples include: <ul style="list-style-type: none"> Betting, including lottery tickets, casino gaming chips, offtrack betting, and wagers at race tracks Government-licensed online casinos (online gambling) Government-licensed horse/dog racing Government-owned and other lotteries

Prohibited Business Type	Description
<p>Investment on futures</p>	<p>A legal agreement to buy or sell something at a predetermined price at a specified time in the future, between parties not known to each other. Examples include, but are not limited to, gold, silver, platinum, and palladium bullion and/or bars, precious metals, securities (stocks, bonds, commodities, and mutual funds), timber, and wine futures.</p>
<p>Licensed insolvency practitioners</p>	<p>A professional intermediary in insolvency procedures.</p>
<p>Mortgage payments</p>	<p>A payment which includes principal and interest paid by borrower to lender of a home loan.</p>
<p>Multi-level marketing/pyramid selling</p>	<p>A sales system that uses one or more of the following practices:</p> <ul style="list-style-type: none"> • participants pay money for the right to receive compensation for recruiting new participants. • a participant is required to buy a specific quantity of products, other than at cost price for the purpose of advertising, before the participant is allowed to join the plan or advance within the plan. • participants are knowingly sold commercially unreasonable quantities of the product or products (this practice is called inventory loading). • participants are not allowed to return products on reasonable commercial terms.
<p>Online adult entertainment</p>	<p>A business that primarily sells digital content via Internet Electronic Delivery.</p>
<p>Payday lending</p>	<p>A company that lends customers money at high interest rates on the agreement that the loan will be repaid when the borrower receives their next pay check.</p>
<p>Pharmacies (card not present)</p>	<p>Online pharmacies selling prescription drugs / products. Online sale of prescription drugs to U.S. consumers by a pharmacy that is not:</p> <ul style="list-style-type: none"> • Certified by VIPPSSM (Verified Internet Pharmacy Practice Sites); or • Licensed by a board of pharmacies (or its equivalent) in the jurisdiction in which it is located.
<p>Prostitution</p>	<p>A person or business providing sexual services in return for payment.</p>
<p>Telemarketing travel related</p>	<p>A business that telemarkets travel related products or services or other travel arrangements.</p>
<p>Timeshares</p>	<p>Selling partial ownership of a property for use as a holiday home, whereby a Cardmember can buy the rights to use the property for the same fixed period annually.</p>

Prohibited Business Type	Description
Tobacco and smokeless tobacco retailers (card not present)	Merchants who sell tobacco, smokeless tobacco, and e-cigarettes online. Online sale of tobacco and smokeless tobacco products to U.S. consumers by a retailer that is not: <ul style="list-style-type: none"> • Certified to pay state taxes; and/or • Preventing sale of tobacco products to underage consumers.
Top-up wallet	Functionality that provides a Stored Value Digital Facility (SVDF), a feature that allows funds to be loaded into a digital wallet for subsequent payments, including purchases of goods and services, at single or multiple payment acceptors.
Unregulated charities	A non-profit, non-political organization that collects donations, including fundraising that is not registered with a governing body.
Unregulated massage parlours	A massage parlour that is not registered with a governing body.
Virtual currency/ cryptocurrency	Digital money not authorized or adopted by a government. Issued and controlled by its developers and used and accepted among members of a specific virtual community.
Wire transfers in-person (not online)	A business that specializes in the transfer of money from one location to another.

This list is not exhaustive and American Express may, in its sole discretion, consider other prohibited merchant categories and modify this list accordingly.

Please contact your Merchant Services Provider for more information on prohibited merchant categories and activities.

Mixed Business

If any segment of your or any of your Establishments business falls into any of the aforementioned business types, you and your Establishments must not accept the Card for those Transactions. If you or any of your Establishments accept the Card for these Transactions, American Express will exercise Chargeback. American Express may also place you or any of your Establishments in one of American Express' Chargeback programs, cancel or disentitle acceptance of Cards by you or any of your Establishments, and/or request termination of your merchant agreement with your Merchant Services Provider (or take any combination of these actions). If any segment of your or any of your Establishments business falls into a prohibited activity, you and your Establishments must not accept the Card for those Transactions. If you or any of your Establishments accept the Card for these Transactions, American Express will exercise Chargeback. You may also be placed in one of American Express' Chargeback programs or canceled (or disentitled) for Card acceptance (or both).

10.3 Monitoring

After you become a Merchant on the Network, American Express monitors to identify potential risks. American Express uses internal and third-party information when monitoring and looks for, among other things:

- disproportionate Disputed Charges and Chargebacks,

- Merchants that meet the High Risk Merchant criteria set forth in [Subsection 10.3.1, "High Risk Merchants"](#),
- schemes to defraud American Express,
- legal, compliance, or other credit and fraud risks, and
- data submitted in compliance with the Technical Specifications.

American Express will monitor you for actions or behaviors (or both) which may put American Express, Issuers, or Cardmembers at risk. Based on the results of American Express' monitoring, American Express reserves the right to take action to mitigate its risk, including one or more of the following (in American Express' sole judgment):

- requesting information about your finances and operations,
- instituting Card acceptance restrictions,
- exercising Chargeback, rejecting Charges, charging fees, or assessments,
- requiring corrective action by the Merchant, or
- terminating any Card acceptance privileges or suspending those privileges until the risk has subsided.

10.3.1 High Risk Merchants

High Risk Merchants are those types of businesses that we determine put us at risk and/or whose business has excessive occurrences of fraud.

If we determine, in our sole discretion, that you meet the criteria for one or more of the High Risk Merchant categories, we may place you in a Chargeback program and/or terminate Card acceptance.

We consider you to be "high risk" if you meet at least one criterion in the following table:*

Category	Description
High risk industry	Your type of business has had historically high occurrences of fraud and Disputed Charges with us or as compared to other similarly situated Merchants (or both). Examples of high risk industries include: internet electronic delivery and aggregators.
Performance	You have recent high occurrences of fraud that present an excessive risk to us. You have had high occurrences of fraud and/or high fraud amounts for a number of consecutive months.
Canceled derogatory	Your Agreement was canceled due to unsatisfactory activity.
Fictitious	You accept Cards fraudulently.
Prohibited	You are not eligible to accept the Card on the American Express Network. For prohibited criteria see Section 10.2, "Prohibited Merchants" .

* This list is not exhaustive and American Express may, in its sole discretion, consider other criteria as high risk and modify this list accordingly.

10.3.2 Fraudulent, Deceptive, or Unfair Business Practices, Illegal Activities, or Prohibited Uses of the Card

If we determine or have reason to believe, in our sole discretion, that you engage or have engaged (or knowingly participate or knowingly have participated) in any of the activities listed in the following table; in any scheme that defrauds American Express, Issuers, and/or our Cardmembers; or in business practices that we deem fraudulent, deceptive, and/or unfair, we may take corrective action on you, which may include but is not limited to:

- placement in a Chargeback program,
- exercising Chargeback or rejecting Charges, or
- termination of the Agreement (including immediate termination without prior notice to you) or disentitlement of Card acceptance.

Factoring	Factoring occurs when Transactions do not represent bona fide sales of goods or services at your Establishments (e.g., purchases at your Establishments by your owners (or their family members) or employees contrived for cash flow purposes).
Collusion	Collusion refers to activities whereby your employee collaborates with another party to conduct fraudulent Transactions. It is your responsibility to set appropriate controls to mitigate such activity as well as to have monitoring systems to identify such activity.
Marketing fraud	Marketing fraud occurs when mail, telephone, or Internet Order solicitations are used for fraudulent or deceptive purposes (e.g., to obtain valid Cardmember Information for fraudulent Transactions, or to charge unauthorized sales to a valid Card account).
Identity theft	Identity theft is the assumption of another person's identity to gain access to their finances through fraudulent Merchant setup or fraudulent Transactions.
Illegal activities, fraudulent (other than marketing), unfair or deceptive business practices, or prohibited uses of the Card	<p>If American Express determines, or has reason to believe, in American Express' sole discretion, that you engage or have engaged (or knowingly participate or knowingly have participated) in fraudulent, deceptive, or unfair business practices, or accepted the Card to facilitate, directly or indirectly, illegal activity of any kind, and without waiving American Express' other rights and remedies, American Express has the right to terminate Card acceptance.</p> <p>If American Express finds that the Transaction involved a prohibited use of the Card (see Section 3.3, "Prohibited Uses of the Card"), American Express may apply the corrective actions listed above.</p>

This list is not exhaustive and does not reflect all circumstances under which American Express may act to protect the interest of American Express.

Chargebacks and Inquiries

- 11.1 Introduction
- 11.2 Transaction Process
- 11.3 Disputed Charge Process
- 11.4 How We Chargeback
- 11.5 Tips for Avoiding Chargebacks



11.1 Introduction

This chapter describes how American Express processes Chargebacks and Inquiries.

Highlights of this chapter include:

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

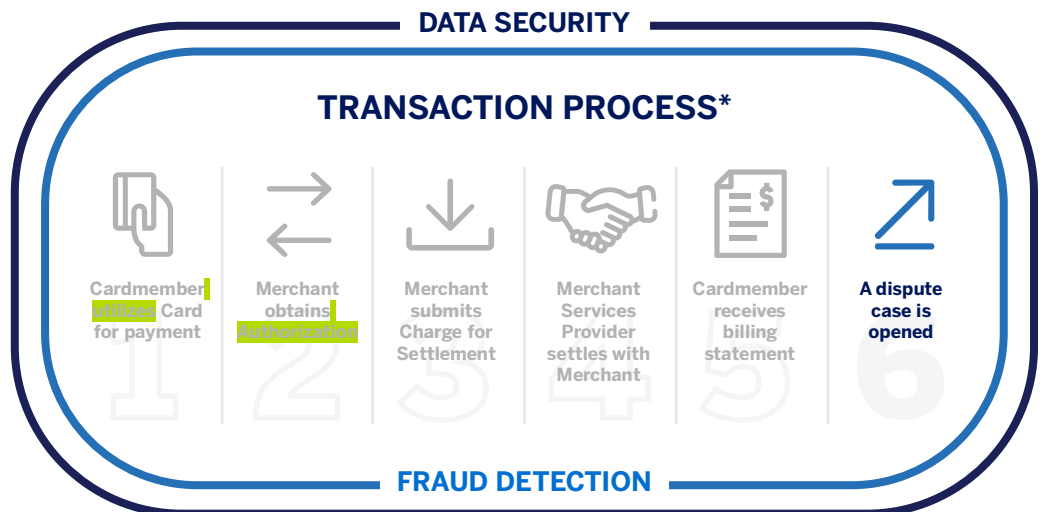
11.2 Transaction Process

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

- Cardmember dissatisfaction with some aspect of the purchase, (e.g., a failure to receive the merchandise, duplicate billing of a Charge, incorrect billing amount),
- an unrecognized Charge where the Cardmember requests additional information, or
- actual or alleged fraudulent Transactions.

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

You must not suggest or require Cardmembers to waive their right to dispute any Transaction.

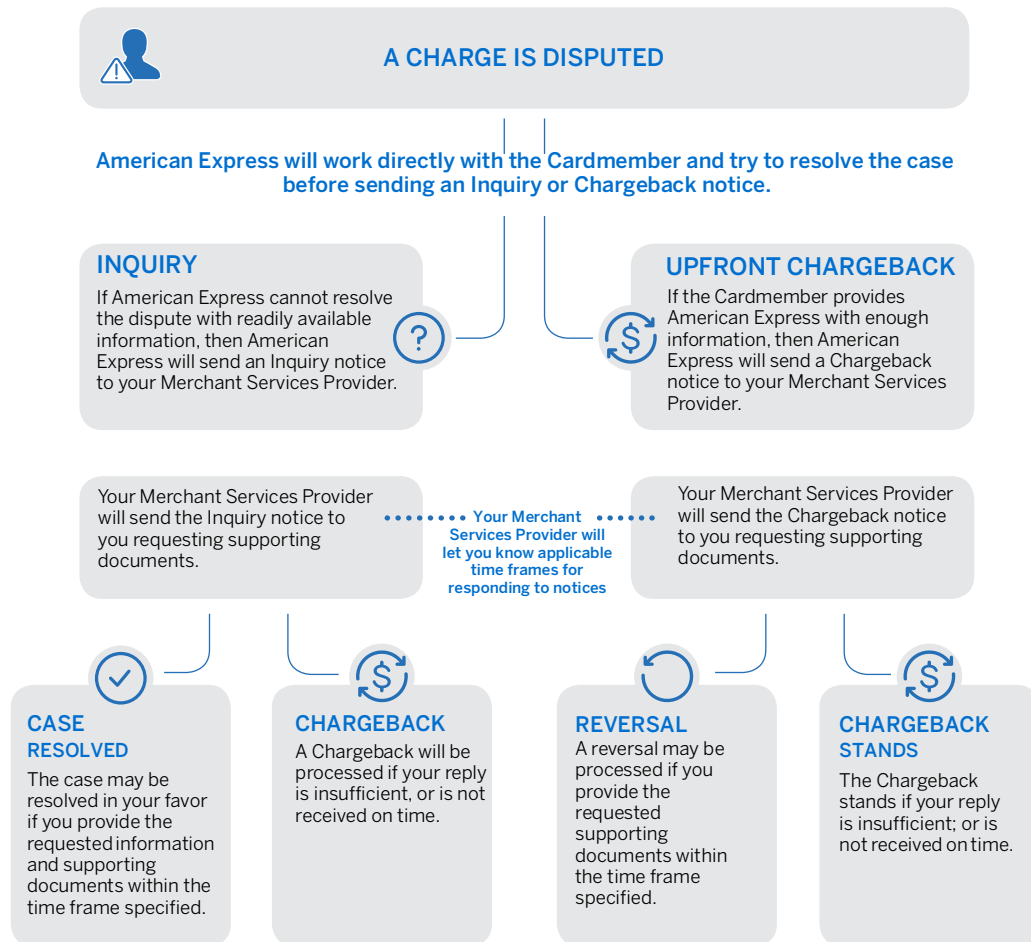


* This graphic is for illustration purposes only and is not to be construed as limiting or waiving American Express' rights with respect to Cardmember Information or other information.

11.3 Disputed Charge Process

11.3.1 Mapping out the Disputes Process

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



11.3.2 With respect to a Disputed Charge:

- You may receive an Inquiry from your Merchant Services Provider prior to a Chargeback being exercised, or
- Prior to receiving an Inquiry, you may receive a Chargeback if it is determined that sufficient information is available to resolve the Disputed Charge in favor of the Cardmember.

11.3.3 American Express has Chargeback rights:

- whenever Cardmembers bring Disputed Charges, as described in this section, or have rights under Applicable Law or contract to withhold payments,
- in cases of actual or alleged fraud relating to Charges,
- if you do not comply with the Agreement (including omitting any Transaction Data from Charge Submissions), even if your Merchant Services Provider and/or American Express had notice when you were paid by your Merchant Services Provider for a Charge that you did not so comply and even if you obtained Authorization for the Charge in question, or
- as provided elsewhere in the Agreement.

Contact your Merchant Services Provider for additional information and guidance regarding Disputed Charges and Chargebacks.

11.4 How We Chargeback

We may Chargeback by (i) deducting, withholding, recouping from, or otherwise offsetting against our payment to your Merchant Services Provider for a Charge you submitted; or (ii) reversing a Charge for which we have not paid you. Our failure to demand payment does not waive our Chargeback rights.

Your Merchant Services Provider may have additional rights and remedies with respect to Disputed Charges. Please contact your Merchant Services Provider for more information on their Chargeback procedures.

11.5 Tips for Avoiding Chargebacks

Inquiries can be expensive and time consuming for all parties involved. Follow these general steps and you may avoid unnecessary Inquiries and Chargebacks:

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

Specific Industries

- 12.1 Introduction
- 12.2 Auto Dealers
- 12.3 Business-to-Business (B2B)/ Wholesale Distribution
- 12.4 Charitable Donations
- 12.5 E-Commerce Businesses
- 12.6 Government/Utilities/Education
- 12.7 Insurance
- 12.8 Internet/Online Pharmacies
- 12.9 Oil/Petroleum
- 12.10 Online/Mail Order Tobacco Retail
- 12.11 Rental Establishments
- 12.12 Travel Industries



12.1 Introduction

This chapter states additional policies and procedures applicable to Merchants classified in specific industries. All other provisions and requirements of the Agreement apply to these Merchants as well. To the extent possible, the provisions of this [Chapter 12, "Specific Industries"](#) and the other provisions of the *Merchant Operating Guide* shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then the provisions of this [Chapter 12, "Specific Industries"](#) shall govern.

12.2 Auto Dealers

This section applies to Merchants classified in an auto dealer industry.

The following requirements will apply to Charges for the down payment or the entire purchase price of new and used motor vehicles.

You may accept the Card for down payment of a motor vehicle, subject to the following provisions:

- You must not submit a Charge for the down payment price of a used motor vehicle unless and until you have obtained the Cardmember's approval in writing on the agreement/bill of sale setting forth the terms of the sale, including down payment price, and your cancellation policy.
- In addition to other Chargeback rights, American Express also has Chargeback rights for any portion of the Charge for the down payment price of a used motor vehicle which is disputed by the Cardmember, if such Disputed Charge cannot be resolved in your favor based upon unambiguous language contained in the written agreement/bill of sale.
- Should a Cardmember exercise his or her right to rescind the written agreement/bill of sale during any rescission period set forth in the Cardmember's agreement with you or at law, you shall submit a Credit to your Merchant Services Provider promptly.
- If you are classified as an auto dealer of used motor vehicles exclusively, the down payment must not exceed 50% of the full purchase price of the motor vehicle.
- If the Cardmember denies making or authorizing the Charge, American Express will have Chargeback rights for such Charge in addition to its other Chargeback rights.

You may also accept the Card for the entire purchase price of a new or used motor vehicle, subject to the following provisions:

- You are classified as an auto dealer of new or new and used motor vehicles (i.e., your dealership sells new motor vehicles exclusively or both new and used motor vehicles).
- The amount of the Charge does not exceed the total price of the motor vehicle after deduction of applicable discounts, taxes, rebates, cash down payments, and trade-in values.
- You must not submit a Charge for the entire purchase price of a new or used motor vehicle unless and until you have a written agreement/bill of sale signed by the Cardmember setting forth the terms of the sale, including purchase price, delivery date and your cancellation policy.
- In addition to other Chargeback rights, American Express also has Chargeback rights for any portion of the Charge for the entire purchase price of a new or used motor vehicle which is disputed by the Cardmember, if such Disputed Charge cannot be resolved in your favor based upon unambiguous language contained in the written agreement/bill of sale.
- Should a Cardmember exercise his or her right to rescind the written agreement/bill of sale during any rescission period set forth in the Cardmember's agreement with you or at law, you shall submit a Credit to your Merchant Services Provider promptly.

- If the Cardmember denies making or authorizing the Charge and you have not transferred title or physical possession of the motor vehicle to the Cardmember, American Express will have Chargeback rights for such Charge in addition to its other Chargeback rights.

12.3 Business-to-Business (B2B)/ Wholesale Distribution

If you are classified in the business-to-business (B2B) or wholesale distribution industries, and it is determined that you are not in the Telecommunications industry, then notwithstanding the prohibition in [Section 3.3, "Prohibited Uses of the Card"](#), you may accept the Card for overdue amounts to the extent that acceptance of overdue amounts is a common practice in your industry and does not constitute an attempt to obtain payment from the Cardmember whose prior methods of payment have been difficult to collect or uncollectable. An indicator of such difficulty, for example, may be the fact that you have sent an overdue customer account to collections.

For the purposes of [Section 6.5, "Submission Requirements – Electronic"](#), a Charge submitted by your Establishments classified in the foregoing industries will be deemed "incurred" on the date the Cardmember indicates to you that the Cardmember will pay for the goods or services purchased with the Card, so long as:

- this is a common practice in your industry, and
- does not constitute an attempt to obtain payment from the Cardmember when prior methods of payment have been difficult to collect or uncollectable.

Notwithstanding the restriction in [Section 6.5, "Submission Requirements – Electronic"](#), you must not submit any Charge until the goods have been shipped or services have been provided to the Cardmember. To the extent that you have clearly disclosed your intentions to the Cardmember and the Cardmember agrees, then you may submit the following types of Charges to your Merchant Services Provider before you ship the goods to the Cardmember:

- Charges representing deposits on custom and special orders (so long as you comply with Applicable Law) or goods not in inventory at the time the order is placed.
- Charges representing advance, partial, or full payment for goods that the Cardmember requests you to ship at a later date.

12.4 Charitable Donations

If it is determined that you are a non-profit organization incorporated or registered under Applicable Law, and recognized as an Entity qualifying for tax exemption, then:

- You must provide your Merchant Services Provider, on request, documentation of such tax exempt status (e.g., tax-exempt status must be published in the section of "Authorized Charities Directory" at Servicio de Administración Tributaria (SAT) web page at <http://www.sat.gob.mx>).
- You may accept the Card for charitable donations that:
 - are tax deductible to the payor as a charitable contribution, or
 - include the receipt of an item or service of value (such as a meal or admission to an event or other incentive) where at least a portion of the amount is tax-deductible to the payor as a charitable contribution.

12.5 E-Commerce Businesses

If you are operating a website or e-commerce business, you must include the following website information display requirements on your website:

- An accurate description of the goods/services offered, including the currency type for the Transaction. Transaction currency must be in **Mexican Pesos**.

- Your physical address in Mexico.
- An email address and a telephone number for customer service disputes.
- Return/refund policy.
- A description of your delivery policy (e.g., No COD, No overnight).
- A description of your security practices (e.g., information highlighting security practices you use to secure Transactions on your systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

A privacy statement regarding the type of personal information collected and how the information is used. Additionally, you must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

12.6 Government/Utilities/Education

This section applies to Merchants classified in the government, utilities, or certain education industries (i.e. higher education, private school–kindergarten to grade 12).

Customers should feel free to use all forms of payment that you accept without being penalized for choosing a particular form of payment. To promote consumer choice, you are generally prohibited from imposing any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all Other Payment Products. See [Section 3.2, "Treatment of the American Express Brand"](#).

You must not impose a higher convenience fee, whether in the form of a flat fee or as a percentage of the final Transaction amount, on Charges than you impose on Other Payment Products, except for automated clearing house funds transfers, cash, and checks. American Express views discrimination against Cardmembers as a breach of the Agreement.

If you are classified in the government, utilities, or education sectors, you may assess convenience fees on Charges, provided that they comply with the other requirements of this section.

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

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

Your Merchant Services Provider can only assess a convenience fee when it accepts the Card for the foregoing Charges in compliance with the requirements of this section.

12.7 Insurance

This section contains provisions specific to Merchants classified in the insurance industry.

American Express undertakes no responsibility on your behalf for the collection or timely remittance of premiums. American Express will not be subject to any liability, under any circumstances, for any claim arising from, or related to, any insurance policy you issued. You must indemnify, defend, and hold harmless American Express and its Affiliates, successors, assigns, and Issuers, from and against all damages, liabilities, losses, costs, and expenses, including legal fees, to Cardmembers (or former Cardmembers) arising or alleged to have arisen from your termination or other action regarding their insurance coverage.

12.8 Internet/Online Pharmacies

If you are classified or it is otherwise determined that you are an internet/online pharmacy Merchant that accepts the Card for sales of prescription medications (as defined by Applicable Law) in the Card Not Present environment:

- You must be certified by the Verified Internet Pharmacy Practice Sites program of the National Association of Boards of Pharmacy (www.nabp.net), or
- You or your authorized representative must attest that you comply with the licensing and inspection requirements of (i) federal, state, and/or provincial laws and the jurisdiction in which you are located and (ii) each jurisdiction to which you dispense pharmaceuticals.

Upon request, you or your Merchant Services Provider must promptly provide documentation that you fulfill the foregoing requirements. Failure to provide this documentation promptly may result in the cancellation or disenfranchisement of Card acceptance privileges.

Specific procedures exist for Transaction processing by internet/online Merchants. These procedures appear in [Section 4.7, "Processing a Card Not Present Charge"](#).

12.9 Oil/Petroleum

If you are classified in the oil and petroleum industry, your Merchant Services Provider may place you in the Fraud Full Recourse Program if you accept Charges originating at a CAT gas pump. For information about Customer Activated Terminals, see [Section 4.6, "Customer Activated Terminals"](#).

12.9.1 Requirements

You must:

- Obtain a unique Merchant Number from your Merchant Services Provider for your CAT gas pump sales. If you conduct any other business at your Establishment (e.g., convenience store sales, car washing services), you must obtain a unique Merchant Number for those lines of your business.
- Submit dealer location data along with each Authorization request and each Submission file. Dealer location data consists of your business:
 - dealer number (store number)
 - name
 - street address
 - city
 - postal code

12.9.2 Recommendations

American Express has implemented several policies and fraud prevention tools to assist in combating fraud at the gasoline pump. Work with your Merchant Services Provider for additional information on these policies and to determine which fraud prevention tools are supported.

American Express recommends that you:

- Set a pre-Authorization request of \$100 at your CAT gas pumps.
- For higher Charges such as diesel, adjust the pre-Authorization amount to accommodate the higher Charges.
- Set your CAT gas pumps to shut off when they reach the pre-Authorization amount.
- Request a separate Authorization for purchases that exceed the original pre-Authorization amount.

12.10 Online/Mail Order Tobacco Retail

If you are classified or it is otherwise determined that you are an online or mail order (or both) tobacco or e-cigarette Merchant, then you must provide the website address of the online store from which you sell your tobacco products. If your website facilitates tobacco sales, you may be required on request to provide an executed and notarized Affidavit of Compliance with Laws - Online/Mail Order Tobacco. Failure to provide this documentation promptly may result in the cancellation or disenfranchisement of Card acceptance privileges. American Express may monitor your website. Contact your Merchant Services Provider for additional information.

12.11 Rental Establishments

This section applies to Merchants classified in the Rental Establishments industries.

Customers should feel free to use all forms of payment that you accept without being penalized for choosing a particular form of payment. To promote consumer choice, Merchants are generally prohibited from imposing any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all Other Payment Products. See [Section 3.2, "Treatment of the American Express Brand"](#). You must not impose a higher convenience fee, whether in the form of a flat fee or as a percentage of the final Transaction amount, on Charges than you impose on Other Payment Products, except for automated clearing house funds transfers, cash, and checks.

If you are classified as a Rental Establishment, you may assess convenience fees on Charges, provided that you comply with the other requirements of [Chapter 4, "Transaction Processing"](#) and this section, as follows:

- You must clearly disclose the amount of convenience fees to the customer, which may include itemization on the customer receipt, invoice, or confirmation email, and give the customer the opportunity to cancel the Charge if the customer does not want to pay the convenience fee.
- Any explanation, verbal or written, describing why the convenience fee is being assessed, or how it is calculated, must characterize the convenience fee as an assessment to cover your administrative costs and not as an assessment to cover your cost of accepting the Card.

Your Merchant Services Provider can only assess a convenience fee when it accepts the Card for Charges in compliance with the requirements of this section.

12.12 Travel Industries

Additional policies and procedures are applicable to Merchants classified in the lodging and vehicle rental industries. In addition, the Assured Reservations Program is available to Merchants in the lodging, trailer park/campground, vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals (see [Subsection 12.12.3, "Assured Reservations"](#)).

12.12.1 Lodging

This section applies to Merchants classified in the lodging industry, ~~and includes special Authorization procedures and programs for check-in and check-out.~~ The Assured Reservations and CARDeposit® programs allow certain Charges to be submitted that would otherwise not be allowed by American Express.

12.12.1.1 Lodging—Special Authorization Procedures

~~When Cardmembers opt to pay for lodging stays on the Card, you must follow these procedures:~~

We recommend that you perform an additional Authorization as soon as the Charge amount exceeds the original Authorization by 15%. For example: If the Cardmember extends the stay, before allowing the additional stay, obtain Authorization for the additional stay (plus incidentals) that exceeds the original Authorization for estimated amounts by 15%.

- **Upon check-in:**
 - Determine the estimated amounts of Charges based upon the room rates and the number of days that the Cardmember expects to stay, plus taxes and other known incidental amounts (Estimated Lodging Charges).
 - Inform the Cardmember of the Estimated Lodging Charges for which Authorization will be requested and obtain the Cardmember's consent to the estimated amount before initiating the Authorization Request.
 - Obtain Authorization for the full amount of the Estimated Lodging Charge.
 - Do not overestimate the Authorization amount.
 - An Authorization is valid for the duration of the lodging stay.
- **Upon check-out, follow the procedures for estimated amounts in Subsection 5.5, "Estimated Authorization."**

12.12.1.2 Assured Reservations – Lodging

Assured Reservations means a Cardmember's accommodation is guaranteed by you to be held until the published check-out time on the date following the scheduled arrival date, as indicated by the Cardmember when making the Assured Reservation. You must honor Assured Reservations.

Lodging Merchants may submit "no show" charges, if they comply with the provisions of the Assured Reservations Program and the Cardmember does not use or cancel the reservation in accordance with program requirements.

Your Assured Reservations Program responsibilities include the following:

- When accepting an Assured Reservation, you must advise the Cardmember that, if the Cardmember does not claim the Assured Reservation, or cancel it within the time specified in your stated reservation policy, the Cardmember may be charged for one (1) night's lodging plus applicable taxes. If the Cardmember does not claim the Assured Reservation or cancel in accordance with your stated reservation policy, you may bill the Cardmember for a "no show" Charge.
- If the Cardmember cancels an Assured Reservation, you must provide a cancellation number to the Cardmember and maintain a record of the cancellation number.
- Use the proper "no show" indicator, when submitting a "no show" Charge. If you are unsure of how to transmit using this code, contact your Merchant Services Provider.

If you do not honor the Assured Reservations Program requirements your obligation to the Cardmember is the following:

- Pay for one (1) night's accommodation at a comparable property, located nearby.
- Pay for transportation to the alternate location.
- Pay for a three (3)-minute telephone call.
- Use good faith efforts to forward all communications to the Cardmember at the alternate location.

Failure to meet the previously-mentioned obligations may result in a Chargeback if the Cardmember disputes a "no show" Charge.

If American Express receives disproportionate numbers of Disputed "no show" Charges, you must work with your Merchant Services Provider to reduce the number of disputes. If such efforts fail to reduce the number of disputes, you may be placed in a Chargeback program.

12.12.1.3 CARDeposit Program

As a lodging Merchant, if you require room deposits, you must participate in the CARDeposit program. You must accept the Card for payment of CARDeposits. Your CARDeposit program responsibilities include the following:

CARDeposit Program

A program that permits Cardmembers to charge the payment of an Advance Payment Charge to their Cards when a deposit is required.

- Follow all requirements for an Advance Payment Charge, as described in [Section 4.14, "Advance Payment Charges"](#).
- Upon arrival, the Cardmember must show the Card. If the Cardmember does not have the Card, other identification must be shown.
- Ensure the Charge Record contains the words "CARDeposit" on the Cardmember signature line or, for Charge Records submitted electronically, the appropriate indicator on the Charge Data. If you are unsure of how to submit the Charge using the appropriate indicator, contact your Merchant Services Provider.

If	Then
The CARDeposit is canceled	You must send a written cancellation notice showing the cancellation number to the Cardmember within three (3) business days from the date of such cancellation. If a refund is due, pursuant to your advance deposit cancellation policy, you must include the appropriate indicator or submit a Credit form with the words "CARDeposit Cancellation" on the Cardmember signature line. If you are unsure of how to submit using the appropriate indicator, contact your Merchant Services Provider.
An arrival date of a CARDeposit is changed	You must send the Cardmember a written confirmation of the change within three (3) business days from the date the reservation was changed.
You are unable to honor a CARDeposit that was not previously canceled	Your obligation to the Cardmember includes the following: <ul style="list-style-type: none"> • You must issue a Credit for the CARDeposit. • You must pay for accommodations at a comparable location nearby, until the duration of the original reservation expires (up to fourteen (14) nights) or until accommodations become available at the original location, whichever occurs first. • You must provide transportation to and from the alternate location once a day until the original accommodations are available. • You must pay for one, three (3)-minute call to advise of the move to the alternate location, and one, three (3)-minute call to advise of the return to the original location.

CARDeposit Program
 A program that permits Cardmembers to charge the payment of an Advance Payment Charge to their Cards when a deposit is required.

We recommend that you perform an additional Authorization as soon as the Charge amount exceeds the original Authorization by 15%. For example: If the Cardmember extends their rental period, before allowing the additional rental period, obtain Authorization for the additional rental cost (plus incidentals) that exceeds the original Authorization for estimated amounts by 15%.

12.12.1.4 Emergency Check-in

If a Cardmember whose Card is lost or stolen requests check-in, you must call your Merchant Services Provider, request "Authorization for an Emergency Check-in," and follow the instructions.

Vehicle Rentals

This section applies to Merchants classified in the vehicle rental industry. When Cardmembers opt to pay for vehicle rentals (not to exceed four (4) consecutive months) on the Card, you must comply with these procedures.

12.12.2.1 Vehicle Rentals — Special Authorization Procedures

Upon rental of the vehicle:

- Determine the estimated amount of the Charge (Estimated Vehicle Rental Charge). The Estimated Vehicle Rental Charge shall be determined by multiplying the rental rate by the rental period reserved by the Cardmember, plus any known incidentals. You must not overestimate this amount or include an amount for any possible damage to or theft of the vehicle.

- Inform the Cardmember of the Estimated Vehicle Rental Charge for which Authorization will be requested and obtain the Cardmember's consent to the estimated amount before initiating the Authorization Request.
- Obtain Authorization for the full amount of the Estimated Vehicle Charge.
- If you fail to obtain Authorization for the Estimated Vehicle Rental Charge and submit the Charge, and the Cardmember fails to pay the Charge for any reason, American Express will have Chargeback rights for the full amount of the Charge.
- An Authorization for Estimated Vehicle Rental Charges is valid for the duration of the rental agreement.

Upon return of the vehicle, follow the procedures for estimated amounts in [Subsection 5.5, "Estimated Authorization"](#).

If	Then
A Cardmember decides to extend a rental period	You must request Authorization for the estimated Charge amount that will be in excess of the Estimated Vehicle Rental Charge. Authorization approved — If Authorization is granted, the amount of the subsequent Authorization will be added to the original Estimated Vehicle Rental Charge and that total will be considered the Estimated Vehicle Rental Charge. Authorization declined — If Authorization is declined, the original Estimated Vehicle Rental Charge amount will remain the Estimated Vehicle Rental Charge.
Any additional Charges not previously approved for Authorization are incurred when the vehicle is returned	You must request Authorization for the additional amount not previously approved for Authorization.
A Cardmember opts to use Prepaid Cards upon return of the vehicle when the final Charge is known	You must obtain Authorization for the full Charge amount to be placed on the Prepaid Card. See "Split Tender" in Section 5.16, "Additional Authorization Requirements" for additional information.

12.12.2.2 Prepayment on Vehicle Rentals

If you permit Cardmembers to make Charges with the Card for vehicle rentals where Cardmembers elect to prepay for a vehicle rental over the phone, at the counter, and via your company websites (not on any other third-party reservation system) (Prepaid Rental), you must:

- Follow all requirements for an Advance Payment Charge, as described in [Section 4.14, "Advance Payment Charges"](#).
- Ensure that your vehicle rental contract with the Cardmember contains the terms and conditions of said reservation and cancellation policies.

12.12.2.3 Assured Reservations — Vehicle Rentals

Assured Reservations means a Cardmember's reservation is guaranteed by you to be held until the vehicle return time, as indicated by the Cardmember when making the Assured Reservation. You must honor Assured Reservations.

Vehicle Rental Merchants may submit "no show" charges, if they comply with the provisions of the Assured Reservations Program and the Cardmember does not use or cancel the

Merchants should provide the Cardmember with written documentation containing all of the Capital Damages details (e.g., incident report, damage estimate, photographs of the damages) when the Charge is submitted.

reservation in accordance with program requirements. See [Subsection 12.12.3, "Assured Reservations"](#) for details.

12.12.2.4 Capital Damages

If a Cardmember voluntarily opts to use the Card to pay for property damage to a rented vehicle (Capital Damages), you may accept the Card, provided you have complied with all of the following conditions for payments of such items:

- The Card was used for the vehicle rental at the time the vehicle was checked out.
- You must provide in writing, to the Cardmember, an itemized list and description of specific damages which have occurred.
- Prior to submitting a Charge, you must obtain the Cardmember's agreement in writing* to:
 - Accept responsibility for the Capital Damages, and
 - Select American Express as the payment method for the Capital Damages, and
 - Accept the total estimated amount for which the Cardmember may be responsible, and that the final billed amount can be up to 15% more than the estimated amount. No amounts in excess of 115% of the disclosed amount shall be charged to the Cardmember's Card, without the express prior written consent of the Cardmember.

* The Cardmember's acknowledgment must be made after the damages have occurred and without any threat or duress.

- You must obtain Authorization for the amount of the Capital Damages each time a Capital Damages Charge is submitted.
- On each occasion the Cardmember has chosen to use the Card for Capital Damages, you must prepare a Charge Record separate from the Charge Record for the rental. You must adhere to all requirements outlined in [Chapter 4, "Transaction Processing"](#) for the completion of the Charge Record. In addition, you must observe the following:
 - After the exact amount of the Capital Damages has been determined and the Charge is ready for Submission, you must provide the Cardmember with an itemized notice of damages; insert the amount of the Capital Damages on the Charge Record (in no event in excess of the estimated amount plus 15% agreed to by the Cardmember in writing).
 - For Charge Records submitted on paper or by other non-electronic means, you must write "Capital Damages" on the signature line; for electronic Submission you must provide the indicator. For instructions on how to provide the indicator, contact your Merchant Services Provider.
 - In addition to the other Chargeback rights contained in the Agreement, American Express may exercise its Chargeback rights with respect to any Charge for Capital Damages which is not submitted in accordance with all the procedures contained within the Agreement, including the provisions of this [Subsection 12.12.2.4, "Capital Damages"](#).

You must never include the following in an Authorization Request or in a Charge Submission:

- Losses due to theft of the vehicle, or
- Loss of revenue incurred by you due to loss of use of the rental vehicle in question.

12.12.2.5 Capital Damages to Rental Vehicles – Documentation

You must comply with requests from the Cardmember or the Cardmember's insurance adjustor to supply documentation related to the capital loss incident, if applicable.

12.12.3

Assured Reservations**Assured Reservations Program**

The Assured Reservation Program allows Cardmembers to contact a participating property or rental agency to make an Assured Reservation and guarantee the reservation by giving their American Express Card. The Assured Reservation Program is available to the following industries: hotel, trailer park/campground, vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals.

Assured Reservations means:

- For accommodation reservations (including hotel and trailer park/campground): a Cardmember's accommodation is guaranteed by you to be held until the published check-out time on the date following the scheduled arrival date, as indicated by the Cardmember when making the Assured Reservation.
- For vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals: a Cardmember's reservation is guaranteed by you to be held until the return time, as indicated by the Cardmember when making the Assured Reservation.

You must honor Assured Reservations. You may submit "no show" Charges, if you comply with the provisions of the Assured Reservations Program and the Cardmember does not use or cancel the reservation in accordance with program requirements.

Your Assured Reservations Program responsibilities include the following:

- When accepting an Assured Reservation, you must advise the Cardmember that, if the Cardmember does not claim the Assured Reservation, or cancel it within the time specified in your stated reservation policy, you may bill the Cardmember for a "no show" Charge as follows:
 - For accommodation reservations (including hotel and trailer park/campground): one (1) night's accommodation plus applicable taxes.
 - For vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals: one (1) day's rental or the daily/hourly incremental equivalent of the rental rate agreed upon in the rental agreement, plus applicable taxes.
- If the Cardmember cancels an Assured Reservation, you must provide a cancellation number to the Cardmember and maintain a record of the cancellation number.
- Use the proper "no show" indicator, when submitting a "no show" Charge. If you are unsure of how to transmit using this code, contact your Merchant Services Provider.

If you do not honor the Assured Reservation Program requirements, you must provide comparable accommodations, and/or services, when reasonably available, at no additional cost to the Cardmember, in accordance with the rental agreement. Merchants classified in the Lodging industry are also subject to the requirements set forth in [Subsection 12.12.1.2, "Assured Reservations — Lodging"](#).

Failure to satisfy the previously-mentioned obligations may result in a Chargeback if the Cardmember disputes a "no show" Charge.

If a disproportionate numbers of Disputed "no show" Charges are received, you must work to reduce the number of disputes. If such efforts fail to reduce the number of disputes, you may be placed in a Chargeback program.

Glossary of Terms

Advance Payment Charge

A Charge for which full payment is made in advance of Merchant providing the goods and/or rendering the services to the Cardmember.

Affiliate

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 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.

Agency

Any Entity or line of business that uses Merchant's Marks or holds itself out to the public as a member of Merchant's group of companies.

Aggregated Charge

A Charge that combines multiple small purchases or refunds (or both) incurred on a Card into a single, larger Charge before submitting the Charge for payment.

Agreement

The merchant processing agreement or sponsored merchant agreement, the **American Express Merchant Operating Guide**, and any accompanying schedules and exhibits, collectively, between Merchant and its Merchant Services Provider.

American Express

American Express Company (Mexico) S.A. de C.V.

American Express Brand

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

American Express Card or Cards

(i) any card, account access device, or payment device or service bearing an American Express or an American Express Affiliate's Marks and issued by an Issuer or (ii) a Card Number. Card also includes any card or other account access device or service issued by a Third Party Issuer and bearing such Third Party Issuer's name or Marks but not the Marks of American Express.

American Express Network or Network

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

Applicable Law

(i) any law, statute, regulation, ordinance, or subordinate legislation in force from time to time to which Merchant or its Merchant Services Provider is subject, (ii) the common law as applicable to them from time to time, (iii) any court order, judgment, or decree that is binding on them, and (iv) any directive, policy, rule, or order that is binding on them and that is made or given by a regulator or other government or government agency of any Territory, or other national, federal, commonwealth, state, provincial, or local jurisdiction.

Application-initiated Transaction

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

Approval/Approved

A message granting an Authorization in response to a request for Authorization from a Merchant, consisting of an Approval or other indicator.

Assured Reservation Program

A program that allows Cardmembers to contact a participating property or rental agency to make an Assured Reservation and guarantee the hotel reservation by giving their American Express Card. The Assured Reservation Program is available to the following industries: hotel, trailer park/campground, vehicle, aircraft, bicycle, boat, equipment, motor home, and motorcycle rentals.

Authorization/Authorized

The process by which a Merchant obtains an Approval for a Charge in accordance with the Agreement.

Bank Account

An account that Merchant holds at a bank or other financial institution.

Batch

A group of Transactions, submitted to your Merchant Services Provider, usually on a daily basis.

Card—See [American Express Card or Cards](#).

Card Data

Includes the following elements: Cardmember name, Card Number, Expiration Date, Charge date, the amount of the Charge, the Approval, description of goods and services, Merchant name, Merchant address, Merchant Number and if applicable the Establishment number, Cardmember signature (if obtained), 'No Refund' if you have a no refund policy, and all other information as required from time to time by your Merchant Services Provider, American Express, or Applicable Law.

Card Identification (CID) Number

A four-digit number printed on the Card. See [Section 5.11, "Card Identification \(CID\) Number"](#) for additional information.

Card Not Present Charge

A Charge for which the Card is not presented at the point of sale (e.g., Charges by mail, telephone, fax, or the internet).

Card Number

The unique identifying number that the Issuer assigns to the Card when it is issued.

Card Present Charge

A Charge for which the physical Card and Cardmember are present at the point of sale, including In-Person Charges and Charges made at CATs.

CARDeposit Program

A program that permits Cardmembers to charge the payment of an Advance Payment Charge to their Cards when a deposit is required. See Subsection 12.12.1.3, "CARDeposit Program" for additional information.

Cardmember (also referred to as Card Member)

An individual or Entity (i) that has entered into an agreement establishing a Card account with an Issuer or (ii) whose name appears on the Card.

Cardmember Information

Any information about Cardmembers and Transactions, including, but not limited to, Transaction Data, and Cardmember name, addresses, Card Numbers, and CID Numbers.

Charge

A payment or purchase made on the Card.

Charge Data

Data to be included in Submissions of Charge Records.

Charge Record

A reproducible (both paper and electronic) record of a Charge that complies with American Express' requirements and contains the Card Number, Transaction date, dollar amount, Approval, Cardmember signature (if applicable), and other information.

Chargeback

When used as a verb, means (i) your Merchant Services Provider's reimbursement from you for the amount of a Charge charged back to you subject to such right, or (ii) your Merchant Services Provider's reversal of a Charge for which it has not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal.

Chip

An integrated microchip embedded on a Card containing Cardmember and account information.

Chip Card

A Card that contains a Chip and could require a PIN as a means of verifying the identity of the Cardmember or account information contained in the Chip, or both, (sometimes called a "smart Card", an "EMV Card", or an "ICC" or "integrated circuit Card" in American Express' materials).

Chip Card Data

The information contained in the Chip on a Chip Card that is used to process Transactions.

Code 10

A phrase that a Merchant communicates to its Merchant Services Provider to alert of a possible suspicious Card and/or Transaction. Code 10 situations usually occur during [Authorization](#).

Collusion

Any Transaction, activity, or agreement conducted by a Merchant or its agent with another party, including another Merchant or a Cardmember, which the Merchant knew or should have known was not legitimate, or carried out in violation of [Chapter 10, "Risk Evaluation"](#).

Compelling Evidence

Additional types of documentation provided by the Merchant to demonstrate the Cardmember participated in the Transaction, received goods or services, or benefited from the Transaction. Please contact your Merchant Services Provider for additional information regarding Compelling Evidence.

Consumer Device Cardholder Verification Method (CDCVM)

An Issuer approved, American Express [recognized](#) Cardholder Verification Method whereby the Cardmember's credentials are verified on a Mobile Device.

Contactless

Technology enabling a Card or Mobile Device embedded with a radio frequency component (currently, Expresspay) to communicate with a radio frequency-enabled POS System to initiate a Transaction. See also [Expresspay](#).

Covered Parties

Any or all of your employees, agents, representatives, subcontractors, processors, Service Providers, providers of your point-of-sale (POS) equipment or systems, or payment processing solutions, Entities associated with your American Express merchant account, and any other party to whom you may provide Cardholder Data or Sensitive Authentication Data (or both) access in accordance with the Agreement.

Credit

The amount of the Charge that Merchant refunds to Cardmembers for purchases or payments made on the Card.

Credit Record

A record of Credit that complies with American Express' requirements.

Customer Activated Terminal (CAT)

An unattended POS System (e.g., gasoline pump, vending machine, check-out kiosk).

Data Security Requirements (DSR)

The American Express data security policy for Merchants, as described in [Chapter 8, "Protecting Cardmember Information"](#) of the *Merchant Operating Guide* and is also made available to Merchants at www.americanexpress.com.mx/dsj.

Debit Card

Any Card that accesses a demand deposit, current, savings, or similar account, excluding any Card bearing a Third Party Issuer's name or Marks without the Marks of American Express. A Transaction is settled from the accessed account. A Debit Card is not a Prepaid Card.

Decline

A message denying the Merchant's request for [Authorization](#).

Delayed Delivery Charge

A single purchase for which Merchant must create and submit two separate Charge Records. The first Charge Record is for the deposit or down payment and the second Charge Record is for the balance of the purchase.

Digital Goods or Services

Digital merchandise or services downloaded or accessed via Internet or another file transfer process (e.g., movies, applications, games, virus scanning software).

Digital Wallet Application-initiated Transaction

An Application-initiated Transaction that is initiated by a digital wallet within a Mobile Device.

Digital Wallet Contactless-initiated Transaction

A contactless Transaction initiated by a digital wallet within a Mobile Device via the contactless interface.

Digital Wallet Magnetic Secure Transmission Transaction

A type of Digital Wallet Payment where a Transaction is initiated by a digital wallet within a Mobile Device via the magnetic stripe reader within a POS system.

Digital Wallet Payment

A Digital Wallet Contactless-initiated Transaction, Digital Wallet Application-initiated Transaction, and/or Digital Wallet Magnetic Secure Transmission (MST) Transaction conducted via a digital wallet, operated by an American Express approved third party wallet provider that resides on a Mobile Device.

Disputed Charge

A Charge about which a claim, complaint, or question has been brought.

E-commerce

Electronic commerce is the buying or selling of physical or Digital Goods or Services using the Internet or an electronic network.

E-commerce Transaction

The purchasing of physical or Digital Goods or Services using the Internet, an application, or electronic network on either a personal computer or Mobile Device including, but not limited to, Internet Transactions or Digital Wallet Application-initiated Transactions.

Entity

A corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

Establishments

Any or all of your and your Affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

Estimated Authorization

An Authorization for an estimated amount that differs from the final submission amount.

Estimated Lodging Charge

The estimated amount of Charges based on the room rates and the number of days the Cardmember expects to stay, plus taxes and other known incidental amounts.

Estimated Vehicle Rental Charge

The rental rate multiplied by the rental period reserved by the Cardmember, plus taxes and any known incidental amounts.

Expiration Date

The month and year on which a Card expires (sometimes referred to as "valid thru" or "active thru" date).

Expresspay

An American Express program that enables Contactless transactions.

Floor Limit

A monetary threshold for a single Charge, at or above which Merchant must obtain an Authorization before completing the Charge.

Fraud Full Recourse Program

One of American Express' Chargeback programs.

High Risk Merchant

A Merchant designation indicating that certain fraud Transactions conducted at the Merchant may be issued as a Chargeback to the Merchant under American Express' Fraud Full Recourse Program.

Immediate Chargeback Program

One of American Express' Chargeback programs.

In-Person Charge

A Card Present Charge excluding Charges made at CATs (e.g., a Charge taken at a Merchant attended retail location where the Card is swiped, read by a contactless reader, inserted into a Chip Card reader, or manually key-entered).

Inquiry

A request for information about a Disputed Charge.

Internet Electronic Delivery

The delivery of Digital Goods or Services purchased on the internet via an internet or an electronic network download or another file transfer process (e.g., images or software download).

Internet Order

Card payment information that is taken via the World Wide Web, online (usually via a website payment page), email, intranet, extranet, or other similar network in payment for merchandise or services.

Introductory Offer

A free or reduced cost trial, promotion, or other similar offer for a limited period of time that allows Cardmembers to try a product or service before the Card is billed for the regular price of the product or service.

Issuer

Any Entity (including American Express and its Affiliates) licensed by American Express or an American Express Affiliate to issue Cards and to engage in the Card issuing business.

Magnetic Stripe

A stripe on the back of a Card that contains Cardmember and account information in machine readable form.

Marks

Names, logos, service marks, trademarks, trade names, taglines, or other proprietary designs or designations.

Merchant

Any seller of goods or services, non-profit, or government Entity that enters into an agreement with a Merchant Services Provider wherein the seller agrees to (i) permit any Cardmember to charge purchases of goods and services at or with such Merchant by means of the Card and (ii) transfer Transactions to American Express through Merchant Services Provider. Sponsored Merchants shall be included within the meaning of Merchants.

Merchant Account

An account established by Merchant Services Provider upon entering into an Agreement with a Merchant.

Merchant Category Code

The four (4) digit code used to identify the industry in which the Merchant is doing business.

Merchant Number

The unique merchant identification number (or MID) provided by Merchant Services Provider to Merchant for submitting transactions.

Merchant Operating Guide

The *American Express Merchant Operating Guide*, which is available at www.americanexpress.com.mx/guia-comercio.

Merchant Services Provider

An Entity **authorized** under the American Express OptBlue[®] **Program** to accept Charges from a Merchant pursuant to an Agreement or a Payment Aggregator **authorized** to accept Charges from a Merchant. These services may include, but are not limited to, processing transactions, facilitating **authorizations** on purchases, and capturing data, merchant accounting, backroom operations (e.g., chargebacks and detecting fraud), provision of point of sale equipment, solutions, or systems, sales, or customer service.

Mobile Device

An Issuer approved and American Express **recognized** electronic device (including, but not limited to, a mobile telephone, tablet, or wearable device) that is enabled to initiate a Digital Wallet Payment Transaction.

Mobile Point of Sale (MPOS)

A generic term for a system comprising of a commercial off-the-shelf mobile computing device with cellular or Wi-Fi data connectivity (such as a phone, tablet, or laptop) that may be used in conjunction with a Card-reading peripheral to accept contact and/or Contactless Transactions.

Network—See [American Express Network or Network](#).

No PIN Program

A **program** that allows an Establishment to not request a signature or PIN from Cardmembers. See [Section 4.17, "No PIN Program"](#) for additional information.

Other Payment Products

Any charge, credit, debit, stored value, prepaid, or smart cards, account access devices, or other payment cards, services, or products other than the Card.

Partial Immediate Chargeback Program

One of American Express' Chargeback programs.

Payment Aggregator

A provider of Payment Services (formerly referred to as "Payment Service Provider" or "PSP" and sometimes called an "aggregator" or "master merchant").

Payment Services

The provision of payment services in connection with Transactions between Cardmembers and Sponsored Merchants whereby the Entity providing such services (and not the Sponsored Merchant), is the Merchant of record, submits Transactions under its Merchant Number and receives payment from us for Charges (among other things).

Personal Identification Number (PIN)

A secret code for use with one or more American Express Network, Acquirer, or Issuer systems that is used to authenticate the user (e.g., a Cardmember) to that system.

Point of Sale (POS) System

An information processing system or equipment, including a terminal, personal computer, electronic cash register, contactless reader, Mobile Point of Sale (MPOS), or payment engine or process, used by a Merchant, to obtain Authorizations or to collect Transaction Data, or both.

Prepaid Card

A Card that is marked "Prepaid" or bearing such other identifiers used by American Express from time to time.

Proof of Delivery

A courier receipt which proves that the goods were delivered to the complete and valid shipping address provided by the Cardmember when the purchase was made.

Property Damage Fee

An additional sum of money that may be charged to a Cardmember in relation to property damage that has been sustained to the rental accommodation (or property therein) or rental equipment (or part thereof) during the stay or rental period for which the Merchant is able to demonstrate the genuine costs incurred or required to repair or replace the property or equipment.

Recurring Billing

An option offered to Cardmembers to make recurring Charges automatically on their Card (e.g., membership fees to health clubs, magazine subscriptions, and insurance premiums).

Rental Establishments

Long-term rentals used as primary residences.

Reloadable Prepaid

A Prepaid Card whereby once funds are depleted, it can be reloaded by adding funds to the Card.

Rights-holder

A natural or legal person or Entity having the legal standing and authority to assert a copyright or trademark right.

Settlement

The process by which your Merchant Services Provider compiles your debits and credits to calculate a net amount that will be applied to your Bank Account.

Split Tender

The use of multiple forms of payment (e.g., prepaid products, cash, American Express Card) for a single purchase.

Submission

The collection of Transaction Data sent to American Express.

System Outage

The interruption of either Merchant or Network systems or services (e.g., computer system failure, telecommunications failure, or regularly scheduled downtime).

Technical Specifications

The set of mandatory, conditional, and optional requirements related to connectivity to the Network and electronic Transaction processing, including Authorization and Submission of Transactions (sometimes called "specifications" in American Express' materials), which American Express may update from time to time.

Telecommunications

Communication services, including personal communication services; cellular, paging, long distance, etc.

Third Party Issuer

A third party Card Issuer whose Cards are accepted by the Merchant under the Agreement.

Token

A surrogate value that replaces the Card Number.

Transaction

A Charge or Credit completed by the means of a Card.

Transaction Data

All information required by American Express, evidencing one or more Transactions, including information obtained at the point of sale, information obtained or generated during Authorization and Submission, and any Chargeback.

Transmission

A method of sending Transaction Data to American Express whereby Transaction Data is transmitted electronically over communication lines.

Transmission Data

The same as Card Data except for the requirements to include: Cardmember name, Expiration Date, the Cardmember's signature (if obtained); and the words "No Refund" if the Merchant has a no refund policy.

URL

Uniform Resource Locator, a term used to identify an internet address.

Valid Dates

The dates on the Card that indicate the first and last date the Card can be used to make purchases.

We, our and us

American Express Company (Mexico) S.A. de C.V.

You and your

The individual or Entity ~~that executes the accepting the Card under an~~ Agreement with a Merchant Services Provider ~~and (as applicable) its Affiliates conducting business in the same industry~~ (sometimes called the "Merchant" or "Establishment" in this *Merchant Operating Guide*).