

Employee Card Member Limit Management Terms and Conditions

By using the Employee Card Member Limit Management ("**Limit Management**"), you agree to the following Terms and Conditions:

1. Limit Management helps you to manage the spending of your Employee Card Member(s). You may set an amount on your Card Account ("**Account**") up to which your Employee Card Member(s) will be able to spend using their Card each billing period. By setting a spending limit for your Employee Card Member(s) and agreeing to these Terms and Conditions, you will be activating your use of Limit Management.
2. Limit Management does not provide for a fixed limit or cap on all transactions made by an Employee Card Member. This is because certain transactions, fees and charges do not form part of Limit Management, but will still be added to the balance of your Account. These are explained below in paragraphs 3 – 6.
3. Subject to clauses 4, 5, 6 and 7 below, the maximum amount your Employee Card Member can spend within a billing period will be the spending limit you assign to the Employee Card Member.
4. The following fees and transactions are not included in Limit Management - fees (including default fees), cash advances and transactions treated as cash, loading of pre-paid Cards, American Express Travellers Cheque purchases and foreign exchange transactions.
5. There may be some transactions made by an Employee Card Member that are approved and processed by American Express before the Employee Card Member's spending limit is set which will not appear on your Account until after the Employee Card Member's spending limit is created ("**Delayed Transactions**"). Such Delayed Transactions are not subject to the Employee Card Member's spending limit. Examples of where Delayed Transactions can occur include purchases submitted manually by the merchant or where there has been a deferred electronic submission of the transaction to us (this could be due to connectivity issues, such as purchases made in-flight and contactless transactions).
6. When you set a spending limit for an Employee Card Member, either initially or after the Employee Card Member's Card has been unlocked, the spending limit you set for that Employee Card Member *will* apply to transactions made by that Employee Card Member on or after the date that we process the spending limit you have set. This means that transactions made by that Employee Card Member before that date will not be included in the spending limit amount you set for that Employee Card Member. This only applies when you first set a spending limit for an Employee Card Member, or when you set a spending limit after unlocking your Employee Card Member's Card. The following example has been provided to explain this condition:

Example – Setting a spending limit initially or after unlocking of Employee Card Member's Card

On the day that you first set a spending limit for your Employee Card Member, or on the day you unlock your Employee Card Member's Card, your Employee Card Member has an outstanding balance of \$1,000 on their Card. You select a spending limit amount of \$2,000, up to which your Employee Card Member can spend. This would mean the Employee Card Member would be able to spend up to \$3000 in the first statement period. In the following statement period(s), your Employee Card Member will be able to spend the spending limit you have set.

7. You may change the Employee Card Member(s) spend limit at any time by telling us. If the spending limit amount is increased, the Employee Card Member's ability to spend will be

increased once we are able to process the change in our systems. When you change the Employee Card Member(s) spending limit, any transactions made by that Employee Card Member(s) in the current billing period before the date you change the spending limit will be included in the new spending limit amount you have selected. After the current billing period has finished, the whole amount of the new spending limit will be available in the next billing period. This only applies when you change the Employee Card Member(s) spending limit. The following example has been provided to explain this condition:

Example – Change of Employee Card Member spending limit

You have set an existing spending limit for your Employee Card Member of \$1,000 (“**Existing Spending Limit**”). You now wish to increase this spending limit to \$2,000 (“**New Spending Limit**”). On the date that you wish to set the New Spending Limit, the Employee Card Member has spent \$500 of the Existing Spending Limit. The Employee Card Member therefore has a remaining spending limit of \$500 on their Card. Therefore, once the New Spending Limit change has been processed in our systems, the Employee Card Member(s) could spend a further \$1,500 in the current billing period. In the next billing period(s), your Employee Card Member would have the whole amount of the New Spending Limit available.

8. If you wish to change the Employee Card Member’s spending limit to an amount that is lower than the Employee Card Member’s outstanding balance, the Employee Card cannot be used to make further purchases until the next billing period (excluding Delayed Transactions).
9. The Employee Card Member(s) spending limit continues to apply even where payments are applied to your account, including where the Account balance is paid off or if a refund is applied to the Account. Once your Employee Card Member reaches their spending limit, the only way to permit the Employee Card Member to continue to make purchases is by increasing the Employee Card Member’s spending limit.
10. Your use of Limit Management does not guarantee that the Employee Card Member(s) will be able to make purchases up to the amount you specify when you set the spending limit(s) for the Employee Card Member(s). All transactions remain subject to American Express’ approval.
11. If you decide you no longer wish to manage your Employee Card Member(s) spend by using Limit Management and notify us of this, your Employee Card Member(s) will be able to spend without restriction, subject to your Account limits and American Express’ approval.
12. It is your responsibility to ensure that each Employee Card Member is aware of the amount you have selected and any changes you make under Limit Management. You agree that we may also confirm the amount to the Employee Card Member if they contact us.
13. These terms apply in addition to your American Express Business Charge Card Member Agreement, which you should read and keep together in a safe place.