

# American Express Partner Plus Referral Program Terms and Conditions

## 1. Partner Plus Referral Program

These terms and conditions ("Agreement") govern the American Express Partner Plus Referral Program ("the Partner Plus Program").

This Agreement will govern your promotion of American Express Products to Referred Businesses that meet the criteria in your Company's Referral Agreement, and which you refer to American Express in accordance with the Partner Plus Program. Participation in the Partner Plus Program is deemed to be acceptance of this Agreement (see clause 3 for instructions on how to Participate).

## 2. Definitions

**"Approved Account"** is a Referred Business which (i) completes an American Express Corporate Card application or Small Business Services Card Application; and (ii) is approved by American Express to hold a business account; and (iii) the application is updated to "Stage 7 (Seven): Approved" or "Closed-Won" in the Salesforce system.

**"American Express Product(s)"** is an American Express Corporate Product or Small Business Services Card Product.

**"Confidential Information"** means information that American Express or you may have in connection with the Partner Plus Program that is confidential or proprietary in nature.

**"Referred Businesses"** include but are not limited to Corporations, Partnerships, Trusts and Individual Sole Traders.

**"Partner Plus Member"** is an employee or contractor of a company that has entered into a Partner Plus Agreement with American Express, and who has registered at the Partner Plus Portal for the Partner Plus Program.

**"Partner Plus Portal"** means the website for Partner Plus referral lead submission.

**"Valid Lead"** is a Referred Business lead which has been identified as having a potential interest in acquiring American Express Corporate Card products or Small Business Services Card products. Such potential interest is to be assessed by an American Express Corporate Card or Small Business Services Card Sales Representative who will update the lead status in the Salesforce system to "Stage 1 (one): Prospect Identification" or "Prospect Evaluation" once they deem the lead to be valid.

## 3. Participation

In order to participate in the Partner Plus Program, you must first register to become a member at the Partner Plus Portal.

Partner Plus Members must log into the Partner Plus Portal and enter the details of a valid business mailing address or telephone referral for an American Express Product. Details must be entered according to the instructions on the Partner Plus Portal and this Agreement. Email referrals will not be accepted as the primary contact information.

Referred Businesses that:

- are domiciled outside of Australia or New Zealand;
- are already in the later stages of discussions with American Express;
- have previously been referred to American Express from the same referrer;
- have an American Express Corporate Product or Small Business Services Card Product;
- have not provided permission and interest for American Express to discuss American Express Products further

may be excluded as Valid Leads in our absolute discretion as set out in clause 4 and 5.

## 4. Referral Payments

Partner Plus Members may be eligible for a referral payment for a Valid Lead and/or Approved Account in accordance to the overall Partnership Agreement between their Company/ Association and American Express Global Commercial Payments. For questions regarding any referral payments issued to the Partner Plus Member, please email [Partner.Plus.Admin@aexp.com](mailto:Partner.Plus.Admin@aexp.com).

Referral payments are only open to employees and contractors of the Company indicated in your registration form who are Australian or New Zealand residents over the age of 18 years.

Partner Plus Members are advised that tax implications may arise from their acceptance of referral payments and they should seek independent financial advice prior to acceptance.

## 5. Miscellaneous

American Express reserves the right to verify the validity of Valid Leads and Approved Accounts, and to disqualify any Partner Plus Member who submits a lead that is not in accordance with this Agreement, or who tampers with the submission process.

Errors and omissions will be accepted at American Express' absolute discretion. Failure by American Express to enforce any of its rights at any stage does not constitute a waiver of those rights.

American Express' decision is final in relation to all matters pertaining to the Partner Plus Program. American Express reserves the right to terminate the Partner Plus Program and/or amend this Agreement at any time with or without notice.

## 6. Term and Termination

This Agreement shall commence on the date a Valid Lead is received by American Express. Either you or American Express may terminate this Agreement at any time upon sixty (60) days prior written notice. Either party may terminate this Agreement immediately without further notice if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching party. Termination of this Agreement for any reason shall not relieve the parties of rights or obligations incurred prior to the effective date of termination which by their nature are intended to survive termination including, without limitation, obligations related to confidentiality, indemnity and limitations of liability.

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## 7. Waiver and Indemnity

Subject to the mutual indemnity described below, American Express and its related bodies corporate, officers, employees and agents shall not be liable for any loss or damage whatsoever suffered (including but not limited to direct or consequential loss) or for any injury suffered in connection with the Partner Plus Program, or the use of any referral lead, except for any liability which cannot be excluded by law.

American Express is not responsible for any problems or technical malfunctions that may affect the Partner Plus Program. If for any reason the Partner Plus Program is not capable of running as planned due to a cause beyond the control of American Express which affects the security, fairness or integrity or proper conduct of the Partner Plus Program, American Express reserves the right to take any action necessary, such as refusing to provide a referral payment, cancelling, terminating, modifying or suspending the Partner Plus Program.

Each party will indemnify and hold harmless the other party and its subsidiaries, affiliates, successors, assigns, officers, directors, agents, employees and attorneys of each with respect to any and all liabilities, losses, damages, costs, expenses, actions, claims, and demands, whatsoever, including reasonable attorney fees, that may be made or brought against the other party as a direct result of any willful or grossly negligent act or omission of the first party under this Agreement.

## 8. Representations and Warranties

You acknowledge that under the Partner Plus Program, your corporation is duly organized, validly existing and in good standing under the laws pursuant to which it is incorporated. You also represent and warrant that you have the right to provide American Express with the personally identifiable information included in each Valid Lead and that you have provided notice of your enrolment in the Partner Plus Program. Further, your corporation shall be solely responsible for obtaining all necessary consents/approvals from the Referred Business to enable you to carry out your obligations under this Agreement, in particular but not limited to requirements under all data privacy laws and regulations.

## 9. Confidentiality

American Express and you each agree to receive Confidential Information in confidence and to refrain from utilizing it for its benefit or disclosing the same to any third party. In addition, each party will bind all of its employees, agents and subcontractors to comply fully with the terms of this paragraph. It is expressly understood that no information or material: (i) is already known to the receiving party free of any confidentiality at the time it is obtained; (ii) is rightfully received by the receiving party from a third party without restriction; or (iii) is independently developed by the receiving party which can be reasonably demonstrated by written records.

## 10. Privacy

American Express will collect the personal information of Partner Plus Members who participate in the Partner Plus Program for the purposes of fulfilling referral payments, program reporting, and publicity including periodic updates about the Partner Plus Program.

By participating in the Partner Plus Program, Partner Plus Members consent to American Express using their personal information for each of the above purposes.

The American Express Privacy Policy Statement sets out policies on its management of personal information. To arrange access to personal information about a Partner Plus Member, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to American Express.

## 11. Governing Law

This Agreement will be governed by the laws of the state of New South Wales, Australia and the parties unconditionally and irrevocably agree to submit to the non-exclusive jurisdiction of the courts of that state.

## 12. Severability

If any provision of this Agreement, or portion thereof, is held to be unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

## 13. Notice

You agree to promptly notify American Express in writing of any changes to your telephone number or e-mail address.

## 14. Electronic Agreement

By clicking "I Agree", you signify that you have read, met and agreed to all terms and conditions of this Agreement. Clicking "I Agree" shall communicate your consent to the terms shown above in the manner described herein and shall be binding upon you to the same extent as if you agreed to be bound via a handwritten signature.



**DON'T** *do business* **WITHOUT IT**™

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