

IMPORTANT These Terms and Conditions only apply in relation to those products you have selected and any reference to other products do not apply. Before you complete the application form and use your American Express Corporate Meeting Card or Corporate Purchasing Card, please read these Conditions thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and they will govern your use of the Card. If you do not accept these Conditions, please destroy the Card immediately or notify American Express in writing by registered mail to: American Express International (NZ), Inc. PO Box 4005, Shortland Street, Auckland 1140.

1. DEFINITIONS In these Conditions, the words **'you'**, **'your'** and **'Card Member'** means an individual authorised by the Company to incur Charges on a Corporate Meeting Card Account or Corporate Purchasing Card Account, whether by use of a Card or otherwise. The words **'we'**, **'our'** and **'us'** means American Express International (NZ), Inc. **'Affiliate'** means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries. **'Card'** means any Card, whether plastic, non-plastic or a Virtual Account Number (VAN), issued to you pursuant to this application. **'Code'** means any PIN, telephone Codes or online passwords approved by us to be used on your Account. **'Charge'** means a transaction made with the Card, whether or not a Record of Charge is signed, and all other amounts payable under these Conditions. **'Company'** means the company, firm or organisation whose name appears on the Card and, has requested us to issue the Card to you. **'Merchant Charges'** means a business or organisation which accepts the Card. **'Unauthorised Charges'** are Charges that did not benefit either you or the Company and which were incurred by someone who was not the Card Member and who had no actual, implied, or apparent authority to use the Card.

2. SIGNING THE CARD Where a Card is issued as a physical Card, you agree to sign the Card as soon as possible for identification purposes and to prevent misuse. You agree to sign the Card as soon as you receive it and before you use it.

3. LIABILITY FOR CHARGES You agree to use the Card for bona fide business expenses which are in accordance with the Company's business expenses policies. The Company shall be fully liable to American Express for all Charges incurred on the Account.

4. LIABILITY FOR UNAUTHORISED CHARGES The Company is liable for Unauthorised Charges in the following circumstances only:

- If you or the Company fail to comply with these Conditions or to protect your Codes as required under "Use of the Card";
- Where you or the Company contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Card; and/or
- Where you or the Company failed to notify us as required under the "Lost, Stolen or Misused Card" section.

Otherwise, the Company is not liable for Unauthorised Charges. For example, if you or the Company gave your Card and/or Codes to another person to use, or if either of you contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Card, then the Company would be liable for any Unauthorised Charges.

5. USE OF THE CARD You may only use the Card in accordance with these Conditions and within the validity dates. The Card is for your use only. You must not give the Card or your Account details to others or allow them to use it for Charges, identification or any other purpose. You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for credit to your Account, if that Merchant agrees or is obliged to do so. You must not use the Card if you do not honestly expect that your Account will be paid in full on receipt of your monthly statement. You must not use the Card if you believe that the Company may be unable to pay its debts or that it may not be in a position to reimburse you for any business expenses. You may not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of New Zealand or any country where the Card is used or where the goods or services are provided. You may not use your Card for amounts that do not represent bona fide sales of goods or services, e.g. purchases at Merchants that are owned by you (or your family members) or employees or any other person contrived for cash flow purposes.

To protect your PIN, telephone Codes, online password and any other Codes approved by us to be used on your Account (Codes), you must ensure that you:

- memorise the Code;
- destroy our communication informing you of the Code (if applicable);
- do not write the Code on the Card;
- do not keep a record of the Code with or near the Card details;
- do not tell the Code to anyone;
- if you select a Code, do not choose a Code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the Code when entering it into an Automatic Teller Machine (ATM) or other electronic device.

6. PAYMENTS The Company must always pay us in New Zealand dollars. If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions. We may credit part payments to any of your outstanding Charges as we choose. Payments from accounts not in the Company's name or in the name of an Affiliate Company or the Card Member's name are not permitted. Payments may be made from a joint account where the Card Member is a named account holder. We may require additional

verification for any payment received from an unrecognized source and we reserve our rights to suspend or cancel your American Express Corporate Card immediately if in breach of this requirement.

7. FEES & CHARGES Fees and Charges applicable to a Card are outlined in the attached Fee Schedule and will appear as Charges on the Card. Various service related fees may be charged if you elect additional services from us. Any such fee will be disclosed to you at the time of accepting the service. We may also charge fees to a Card for services that we provide to you that are not covered by these Conditions. We reserve the right to make changes to the attached Fee Schedule as provided under "Changing these Terms and Conditions".

8. LATE PAYMENT CHARGES If your Account is not paid in full on receipt of your monthly statement, or by the due date as set out in the monthly statement, you are in default. Therefore, you acknowledge that we may suspend or cancel your Charge privileges, and you agree that late payment charges may be incurred as follows:

- If you do not pay the full closing balance by the due date on your monthly statement, the unpaid balance will be identified as the 'Overdue' amount.
- Late payment charges will be incurred on any Overdue amount which is identified in a statement and will be billed in that statement.
- The Overdue amount may include any unpaid late payment charges billed on previous statements.
- The amount payable is set out in the attached Fee Schedule

9. DISHONOURD PAYMENTS If we receive a draft, direct debit or other payment instrument from the Company and/or you which is not honoured in full, the Company agrees to pay us the dishonoured amount plus a dishonoured payment fee, our reasonable collection costs and legal fees, except as prohibited by law. The dishonoured payment fee is set out in the attached Fee Schedule.

10. RENEWAL CARDS Where a Card is issued as a physical Card, a replacement Card will be sent when the current Card expires. The Company agrees to pay the annual Card fee (if any), as outlined in the attached Fee Schedule, when we bill you, until you cancel the Card and where a physical Card is issued, destroy the Card.

11. BILLING ADDRESS You and/or the Company must notify us immediately in writing of any change in the Company name, billing address or email address. If we send statements directly to you, you must notify us immediately of any changes in your name, billing address or email address. We may charge an additional annual administration fee, where any billing address is outside New Zealand.

12. PROBLEMS WITH BILLS OR PURCHASES You are responsible for confirming the correctness of your monthly statement. If you dispute a Charge, you must notify us at once. We will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will credit the amount to your Account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but the Company must pay us for all other Charges. Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You and/or the Company are not entitled to withhold payment from us because of such claim or dispute.

You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of Unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official Police report. By reporting the existence of Unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the Unauthorised Charges to the Police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the Police in relation to your claim of Unauthorised Charges.

13. SUBROGATION If a Merchant fails to provide you with goods or services purchased with the Card, we may at our discretion credit the Account for the amount charged. If we do so, you by these Terms appoint us your attorney to pursue any right you may have against the Merchant in your name, but at our cost, including but not limited to voting and proving in any insolvency, administration of or commencing any proceedings against, the Merchant. You agree to assign to us on demand any such rights.

14. SET-OFF We shall be entitled to deduct and offset any amounts we or our Affiliates owe to you, from or against any amounts you, the Company or Company Affiliates owe to us or any of our Affiliates under this or any other agreement.

15. LOST, STOLEN OR MISUSED CARD You must notify us immediately if:

- a Card is lost or stolen,
- a mobile device through which your Card may be used is lost or stolen,
- a renewal Card has not been received,
- someone else learns a Code, or
- you suspect that your Account is being misused.

If a Card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement Card.

16. CHARGES MADE IN FOREIGN CURRENCIES

- (a) For each Charge submitted to us in a currency other than New Zealand Dollars (a 'Foreign Charge'), on the day we process the Foreign Charge we will: (i) convert it to US Dollars first (unless it was submitted to us in US Dollars); (ii) convert the US Dollar amount into New Zealand Dollars; and (iii) apply a single non-refundable currency conversion commission to the New Zealand Dollar amount of the Foreign Charge.
- (b) We will use exchange rates selected from customary industry sources on the week day prior to the day we process the Foreign Charge, unless required by law or as a matter of local custom or convention to use a specific rate (in which case we will look to be consistent with that custom or convention). The exchange rate we use may be higher or lower than the exchange rate available on the day you make the Foreign Charge. Exchange rate fluctuations can be significant. The American Express Exchange Rate is set daily between Monday and Friday, except 1 January and 25 December. Changes in the rate will be applied immediately and without notice to you.
- (c) When making a Charge in a foreign currency you may have the choice to allow a third party to convert the Charge into New Zealand Dollars at the point of sale. You should check the third party fees and charges before completing the Charge. If you choose this option, then that third party will: (i) determine the exchange rate and any commission or fees payable for the currency conversion; and (ii) submit that Charge to us in New Zealand Dollars, meaning we will not convert the Charge or apply a currency conversion commission.
- (d) Any refund transactions are processed at the date of the refund and you acknowledge that the refund amount may not be the same as the Charge. The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because: (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge; (ii) any currency conversion commission charged on the original purchase is not refunded. We do not, however, charge an additional currency conversion commission on the refunded amount; and (iii) where third parties convert foreign currency Charges into New Zealand Dollars, those third parties may also apply a different conversion rate to any refund.

17. PRIVACY ACT AND CONSENT The American Express Privacy Principles sets out policies on management of personal information. In accordance with the Privacy Act, you can access personal information about you held by us, and advise if you think it is inaccurate, incomplete or out-of-date. To arrange access to personal information about you, request a copy of the American Express Privacy Principles or enquire generally about privacy matters, write to: The Privacy Officer, American Express International (NZ), Inc., PO Box 4005, Auckland, New Zealand. American Express may be required to verify your identity to comply with our legal obligations. You must provide the requested identity documentation upon notice from American Express. Failure to do so may result in cancellation of your Card Account. You will be notified of any such cancellation. In this section 'personal information' means information about you, including about your financial circumstances, your use of the Card and conduct of your Card Account. You agree that, subject to the Privacy Act, we and our agents may do the following (and other persons mentioned below can disclose personal information to us for these purposes):

- **Company** – Exchange personal information about you with the Company (including any related entity of the Company), and its and their processors, in connection with the Corporate Meeting Card and/or Corporate Purchasing Card.
- **Co-brand partners** – Provide personal information to any organisation whose name, logo or trademark appears on your application for the Card or on the Card issued to you for marketing, planning, product development, research and management information purposes.
- **Marketing lists** – Use personal information for marketing purposes. This includes putting your name and contact details on marketing lists for the purposes of customer research and offering you goods or services of an American Express Company or of any third party, by telephone, mail or electronically (for example by email, mobile message or push notification) or having our related companies do so directly. Please call us on 0800 263 936 if you wish us to remove your name from our marketing lists.
- **Our service providers** – Transfer personal information confidentially to our related companies and other organisations which issue or service American Express Cards or provide services to us. This includes transferring personal information to the United States or other countries for data processing and servicing.
- **Call monitoring** – Monitor and record your telephone conversations with us from time to time for training, quality control or verification purposes.
- **Persons you tell us about** – Exchange personal information with any person whose name you give us from time to time. This includes, for example, for the purpose of confirming your employment and income details with any employer, landlord/mortgagee, Accountant, financial adviser or tax agent named in your application for the Card.
- **Collection Agent** – If you are in default under the Card Account, notify and exchange personal information with our collection agent.

Transfer of your personal information overseas

American Express is a global organisation and we may use international entities to help our business functions. As a result American Express may need to share your information outside of New Zealand. It is impracticable to list out each and every country that American Express may share your information to, but such countries include the United States of America, Malaysia, India and the United Kingdom. American Express will ensure that any transfer of your personal information is subject to appropriate conditions of confidentiality to ensure your information is handled consistently with the Privacy Act.

18. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS

The Company must pay any government tax, duty or other charge imposed by law in New Zealand or in any country in respect of the Card, your use of it or any amount debited or credited to your Account. We may charge to your Account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance. You must comply with exchange control, tax and any other laws which apply to your use of the Card and you agree to indemnify us against any consequence of your failure to comply.

19. ENFORCEMENT EXPENSES The Company will pay us our reasonable costs in recovering or attempting to recover overdue amounts from you, including reasonable legal fees.

20. SUSPENSION We have the right to refuse authorisation for any Charge without cause or prior notice, and we shall not be liable to you or anyone else for any loss or damage resulting from a refusal. We have the right to suspend your right to use the Card with or without cause and without notice. After suspension, we may, at our discretion, restore your use of the Card on conditions determined by us.

21. CANCELLATION Either you or the Company may at any time cancel the Card issued to you. Your cancellation will not be effective until you or the Company notify us and we acknowledge receipt of the notification. On cancellation, you must destroy the Card. The Company will be liable for all Charges made with the Card before it is destroyed, or in the case of an Account before it is cancelled. The Card will be cancelled as soon as you stop being employed by the Company. The Card remains our property and we can cancel your right to use the Card at any time, with 30 days' notice without reason. If we cancel the Card without cause we may refund a portion of the annual fee (if any). We may inform Merchants of cancellation. If the Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once. You must hand it over to any Merchant which so requests or to any third party we nominate.

22. OUR LIABILITY Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

23. CHANGING THESE TERMS AND CONDITIONS We may change these Conditions at any time, including but not limited to fees, damages, commissions, how we apply payments, benefits and services associated with the Card Account and changes affecting your payment obligations. We will provide thirty (30) days' notice to you of any change to the Conditions, except where the change reduces what you have to pay (or is otherwise in your favour). You will be bound by any such change if you subsequently use the Program. If you do not accept any change to these Conditions, you may cancel the Card and destroy it. If you cancel your participation because of any change, you and/or the Company will still be liable for amounts obtained through the Program (including fees) before cancellation.

24. GENERAL

- (a) You understand that the Company will designate an employee as a Programme Administrator and authorises the Programme Administrator to act on its behalf for all matters relating to these Conditions including but not limited to viewing Card Member transactions, changing credit limits, cancelling Cards and updating Card Member information.
- (b) You will be deemed to have received any billing statement or notice we give you under these Conditions seven (7) days after we send it, unless you actually receive it earlier.
- (c) A certificate signed by one of our officers stating the amount you owe us under these Conditions is proof of such amount. A copy of any document relating to your Account with us or produced from data received by us electronically from a Merchant, shall be admissible to prove the contents of that document for any purpose.
- (d) We may assign these Conditions at any time without your consent.
- (e) No waiver or amendment of these Conditions is valid unless we have agreed to it in writing.
- (f) These Conditions are governed by the laws of New Zealand.

FEE SCHEDULE* – New Zealand (NZD)

Corporate Products	Fees			
	Late Payment Charge	Foreign Currency Conversion Commission	Annual Card Fees (figure in brackets denotes number of Cards issued)	Dishonoured or Returned Payments
Corporate Purchasing Card (CPC)	The greater of \$10 or 3% of the outstanding balance.	2.5%	(1 - 2) \$50 (3 - 9) \$43 (10 - 19) \$38 (20 - 49) \$33 (50 - 249) \$28 (250 +) \$23	\$15
Corporate Meeting Card (CMC)	The greater of \$10 or 3% of the outstanding balance	2.5%	(1 - 2) \$50 (3 - 9) \$43 (10 - 19) \$38 (20 - 49) \$33 (50 - 249) \$28 (250 +) \$23	\$15

* Various service related fees may be charged if you elect additional services from us. Any such fees will be disclosed to you at the time of accepting the service.

