

Combined Liability

IMPORTANT Before you complete the Application form and use your American Express Corporate 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 wish to accept these Conditions, please destroy the Card as soon as possible.

1 DEFINITIONS In these Conditions, please remember that the words 'you', 'your' and 'Card Member' mean the individual named on the enclosed Card. 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, issued to you pursuant to this application. 'Charge' means a transaction made with or charged with the Card, whether or not a Record of Charge Form is signed for such transaction, and also includes fees, late payment charges, taxes and all other amounts you and the Company have agreed to pay us or to be liable for under these Conditions. 'Company' means the company, firm, or organisation whose name may appear on the Card and which has requested us to issue the Card to you. 'Merchant' 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 For identification and to prevent misuse, you agree to sign the Card as soon as you receive it and before using 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 expense policies. Subject to the clause titled 'Liability for Unauthorised Charges', you and the Company shall be jointly and severally liable for all Charges incurred; provided, however that, the Company shall not be liable for Charges (i) incurred by you that are personal in nature and which did not accrue a benefit to the Company for legitimate business purposes or (ii) for which the Company has reimbursed you.

4 LIABILITY FOR UNAUTHORISED CHARGES You and the Company are jointly and severally 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" clause.

Otherwise, you and/or the Company are 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 you and the Company would be jointly and severally liable for any Unauthorised Charges.

5 USE OF THE CARD You may only use the Card in accordance with these Conditions within the validity dates shown on its face. You must not give the Card or your account number to others or allow them to use it for Charges, identification or any other purpose, except in the circumstances outlined in Clause 28, American Express AccessLine™ ('AccessLine'). You must not use the Card to purchase anything for the purpose of resale unless approved by the Company in writing. 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 the Card Account, if that Merchant agrees or is obliged to do so. You shall not obtain a credit to the account for any reason other than as a refund for goods or services previously purchased with the Card. You must not use the Card if a petition for winding-up of the Company is issued (unless the petition is no longer in force), or if the Company passes a resolution for its liquidation or has a receiver appointed over any of its assets. 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 acknowledge and agree that we have the right to refuse authorisation for any Charge without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting from such refusal. 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 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 (called 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 or account 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 (called ATM) or other electronic device.

6 RESPONSIBILITY FOR CHARGES – IMMEDIATE PAYMENT Payment for all Charges is due and payable to us immediately upon receipt of our monthly statement by you and/or the Company, or not later than the due date as set out in the monthly statement. Each monthly statement of Charges shall be deemed to have been received by you or the Company (depending on the billing system in place) upon the date of the actual receipt or the seventh day following its dispatch by us. You and/or the Company are bound to make payment for the full amount shown in the monthly statement immediately upon receipt thereof but not later than the due date as set out in the monthly statement.

7 PAYMENTS You and/or the Company must always pay us in New Zealand dollars. If we decide to accept payment in another currency, we shall convert your payment to New Zealand dollars at our exchange rates and credit it to your account.

8 LATE OR PART PAYMENTS We may at our discretion accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do so, 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.

9 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, for example (and by way of illustration only) fees for participating in the Membership Rewards programme. We reserve the right to make changes to the attached Fee Schedule as provided under "Changing these Terms and Conditions".

10 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

11 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, you and/or the Company agree 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.

12 RENEWAL CARDS We shall issue you with a renewal Card when the current Card expires, and you and/or the Company agree to pay the annual Card fee, as outlined in the attached Fee Schedule, when we bill it, until the Company or you cancel and destroy the Card.

13 RECURRING CHARGES You may authorise a Merchant to bill your account at regular intervals for goods or services ('Recurring Charges'). In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the Merchant in the case of a replacement Card or cancelled Card, it is always your responsibility to contact the Merchant and provide replacement Card information or make alternate payment arrangements. You will be liable for Recurring Charges incurred on a cancelled Card. To stop Recurring Charges, you must have the right to do so by law or under your arrangement with the Merchant and you must advise the Merchant in writing or in another way permitted by the Merchant.

14 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.

15 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 you must pay us for all other Charges. If after our investigation of your problem we determine that you are responsible for the Charge, and you continue to dispute that determination, we can nevertheless charge the amount in question to your account, and if you and/or the Company fail to pay, we can report your failure to pay such amount. But if we do so, we will notify anyone to whom we report the matter that you are disputing it. 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 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.

16 SUBROGATION If a Merchant does not provide you with goods or services purchased by use of the Card we may at our discretion credit your account for the amount charged. If we do so, you by these Conditions 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.

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- 17 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.
- 18 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.
- 19 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.
- 20 CASH** You cannot use the Card to obtain cash from ATMs unless you enrol in the cash program. The cash program is governed by a separate agreement.
- 21 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. In this section 'personal information' means information about you, including about your financial circumstances, credit worthiness, credit history, credit standing, credit capacity, 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 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.
 - **Information from credit reporting agencies** – Obtain credit reports and other reports about you from credit reporting agencies or other sources to assess your application, to verify your identity or to collect overdue payments from you, and obtain personal information from a business that provides commercial credit worthiness information.
- **Disclose to credit reporting agencies** – Disclose personal information to credit reporting agencies or other sources before, during or after providing credit to you. This includes, but is not limited to:
 - (i) that you applied for a Card, and the credit limit and that we are a credit provider to you;
 - (ii) advice about Card payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue);
 - (iii) advice that direct debit requests to your bank account which you have authorised us to make, have been dishonoured;
 - (iv) our opinion that you do not intend to meet your credit obligations or that you have committed some other serious credit infringement;
 - (v) that credit provided to you has been paid or otherwise discharged;
 - (vi) verifying your identity; and
 - (vii) any other types of reportable information or data permitted under the Privacy Act.
 - **Credit providers** – Exchange personal information with credit providers named in your application for the Card or in a credit report issued by a credit reporting agency. This is for purposes including but not limited to:
 - (i) assessing your credit worthiness, your application for the Card and for any subsequent application you make for credit;
 - (ii) notifying other credit providers of your default or failure to comply with these Conditions;
 - (iii) exchanging information about your Card Account where you are in default with other credit providers;
 - (iv) approving or declining a transaction you wish to make with the Card; and
 - (v) our administration of your account.
 - **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.
- 22 EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS** If we have to or will have to pay or reimburse anyone else for any 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 other transaction involving you or the deposit of funds received for the account, we may charge to the Card 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 laws 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.
- 23 ENFORCEMENT EXPENSES** You and/or the Company will pay us our reasonable costs in recovering or attempting to recover Charges from you, including solicitor's fees on a solicitor/client basis, except as prohibited by law.
- 24 SUSPENSION** We may suspend your right to use the Card with or without cause and without notice. If we do suspend your Charge privileges you cannot use the Card until arrangements satisfactory to us have been made for payment of outstanding Charges. We may charge you a Card reinstatement fee if your Card has been suspended or cancelled and we agree to reinstate it.
- 25 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. You and/or the Company will remain liable for all Charges incurred before the Card is destroyed. The Card will be cancelled upon termination of your employment. The Card remains our property and we can cancel your right to use it at any time, with or without cause and without notice. If we cancel the Card without cause we may refund a portion of the annual fee. 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.
- 26 OUR LIABILITY** Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account 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

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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.

27 CHANGING THESE TERMS AND CONDITIONS We have the right to change these Conditions at any time. We shall notify you of any change. By keeping or using the Card after notification, you agree to the change. If you do not accept any change to these Conditions you may cancel the Card and destroy it. We may then refund a portion of the annual fee. You and/or the Company will still be liable for all Charges incurred.

28 AMERICAN EXPRESS ACCESSLINE™ ('ACCESSLINE')

This section applies where your Company has been approved as an AccessLine customer of American Express FX International Payments to use its international and domestic payment service and you have registered your Card to make payments through AccessLine. By registering your Card, you have authorised the Company, from time to time, to appoint any number of individuals (Authorised Users) to charge your Card for the purposes of paying for the Company's international and domestic payments.

29 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 notice we give you under these Conditions seven (7) days after we send it, unless you receive it earlier.
- (c) A certificate signed by one of our officers stating the amount that you and/or the Company owes us under these Conditions is proof of such amount. A copy of any document relating to the 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 forbearance, delay or failure on our part to exercise or partially exercise any power or right under these Conditions shall operate as a waiver of such power or right.
- (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 Card (Green)	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 Card (Gold)	The greater of \$10 or 3% of the outstanding balance	2.5%	Incremental fee @ \$40 per Card	\$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.

International Payments are arranged through Centurion Finance Limited (Company Number 104478). Principal Place of Business in New Zealand, Jarden House, Level 5, 21 Queen Street, Auckland 1010.

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