

American Express Charge Card Member Agreement

Effective 25 February 2021



The American Express®
Platinum Card

Contact Details

If you wish to contact us for any reason relating to the Card, phone our Platinum Card Services department on **0800 377 421** (option 4) or write to us at:

American Express international (NZ), Inc.

Platinum Card Services
PO Box 2016
Shortland Street Auckland 1140
New Zealand

Outside of New Zealand you should contact the American Express Service number on **64 9 377 4211**.

It is important that you read this information. It is general information which will help you to compare financial advisers and choose the one that best suits your needs.

American Express International (NZ), Inc. trading as American Express is a Qualifying Financial Entity (“**QFE**”) under the provisions of the Financial Advisers Act 2008. You can check this information on the Financial Service Providers Register at www.fspr.govt.nz.

You can contact American Express at:

Phone: 09-583 8000

Postal address:
PO Box 4005, Shortland Street,
Auckland 1140, New Zealand

As a QFE, American Express is licensed to take responsibility of its advisers. This includes making sure that advisers exercise care, diligence and skill in providing financial advice to you. Our QFE licence means that American Express' QFE advisers do not have to be individually registered or authorised.

Our QFE advisers may provide financial service advice about credit and charge cards and general insurance. General insurance products are issued by Chubb Insurance New Zealand Limited (Company Number 104656), AGA Assistance Australia Pty Ltd trading as Mondial Assistance and Sovereign Assurance Company Limited (Company number 352806).

Please contact American Express if you have a complaint about our service on 0800 656 660 or write to us at:

Customer Relations Manager
American Express International (NZ), Inc.
PO Box 4005
Auckland 1140

If you are not satisfied with the outcome of our investigation, you may pursue your complaint with our licensed dispute resolution scheme, Financial Services Complaints Limited at:

Phone: 0800 347 257

Email: info@fscl.org.nz

Postal address:
PO Box 5967, Lambton Quay,
Wellington 6145

American Express is regulated by the Financial Markets Authority (“**FMA**”). You can report information about American Express and its financial advisers to the FMA at:

Phone: 0800 434 566

Street address:
Level 8, Unisys House,
56 The Terrace, Wellington

Postal address:
PO Box 1179, Wellington 6140

INTRODUCTION

This American Express Charge Card Member Agreement along with the Financial Table make up the agreement (this Agreement) which governs the use of your Account with us.

By activating your Card or using your Account, you agree to this Agreement which replaces any previous agreement for your Account.

1. Definitions

As you read these Conditions, please remember that:

- **You** and **your** mean the person who applied for this Account and for whom we opened the Account. References to you and your also include actions taken by an Additional Card Member, but Additional Card Members do not have any direct contractual obligations to us under this Agreement.
- **We, us** and **our** mean American Express International (NZ), Inc.
- **Account** means the account we maintain in relation to Cards to you and any Additional Card Members, to which we may add Charges.
- **Additional Card Member** means a person issued with an additional Card to access your Account, and may previously have been referred to as a Supplementary Card Member.
- **Card** means any card, token, application or other thing we make available for the purpose of accessing your Account.
- **Charge** means all transactions made using a Card or otherwise charged to your Account, and includes purchases, fees, liquidated damages, commissions, taxes and all other amounts you have agreed to pay us or are liable for under this Agreement.

- **Online Account** means a secure website where you may access Account information.

Please read this Agreement carefully and keep it for your reference. You agree that it is your responsibility to ensure that any Additional Card Members are aware of these terms. Please see the 'Additional Card Members' section of this Agreement for additional details.

This Agreement contains a limitation of liability clause which limits our responsibility and liability. Please refer to the 'Limitation of our Liability' section of this Agreement for additional details.

2. Protecting your Account, and Use of your Card(s)/Codes

To prevent misuse of your Account, you must take the following reasonable steps to protect your Account from unauthorised access:

- sign and activate your Card as soon as you receive it;
- keep the Card in your possession, safe and secure at all times; and
- never share your Card or Account details with anyone, except with Merchants when making Purchases.

To protect your PIN (personal identification number), telephone codes, online passwords and any other codes used on your Account (called Codes), you must ensure that you and any Additional Card Members:

- never share your Code/PIN or passwords with anyone else, including a family member or friends;
- ensure that you retrieve the Card after making a Charge;
- never give out your Card details, except when using the Card in accordance with this Agreement; and
- follow any activation process we tell you about, as soon as possible.

Permitted Uses

You may use your Account, subject to any restrictions set out in this Agreement, to pay for goods and services from Merchants who accept the Card (called Merchants). Here are some examples:

- using your Card to pay for goods and services by presenting the Card to a Merchant and complying with their request to sign or enter your Code; and
- using your Card or the Account to pay for goods and services ordered from a Merchant by telephone, internet or mail.

If permitted by the Merchant, you may return to the Merchant goods or services obtained using your Account and receive a credit to your Account.

Prohibited Uses

You must not:

- give your Card or Account number to others or allow them to use your Card or Account for Charges, identification or any other purpose;
- return goods or services obtained using your Account for a cash refund;
- use your Card to obtain cash from a Merchant for a Charge recorded as a purchase;
- obtain a credit to your Account except by way of a refund for goods or services previously purchased on your Account;
- use your Account if you are bankrupt or insolvent or if you do not honestly expect to be able to pay your closing balance on your next statement;
- use your Card if you find or recover it after reporting to us that it was lost or stolen;
- transfer balances from another account with us to pay your Account;
- use your Account if your Card has been suspended or cancelled or after the valid date shown on the front of the Card; or
- use your Account for an unlawful purpose, including the purchase of goods or services prohibited by the laws of New Zealand or any other country where the Card is used or where the goods or services are provided.

It is your responsibility to ensure that there is no prohibited use of your Account by you and any Additional Card Members. You will be

responsible for any prohibited use of your Account even if we did not prevent or stop the prohibited use.

3. Statements

We will send or make available to you statements of account (called Statements) periodically. We will normally send you or make available a Statement once every month. Each Statement will show important information about your Account, such as the outstanding balance on the last day of the Statement period (called the Closing Balance), the payment due, the payment due date and will include Charges made by you and any Additional Card Members. If your Account is seriously overdue or there have been no transactions on your Account, we may stop sending you Statements.

Always check each Statement for accuracy and contact us as soon as possible if you need more information about a Charge on any Statement.

If you have a complaint or problem with your Statement or any Charge on it, inform us immediately. If we request, you agree to promptly provide us with written confirmation of your complaint or problem.

If you are enrolled in online statements you agree that we may stop sending paper statements. You agree that any specific terms about online Statements that we provide to you will apply and form part of this Agreement.

4. Fees

The fees and commissions that apply to your Account are set out and described in the Financial Table. You agree to pay these fees and commissions and you authorise us to charge them to your Account when due.

5. Liquidated Damages

If you do not pay the full closing balance by the due date on your monthly statement, you are in default and you agree that we may charge you liquidated damages as specified in the Financial Table on any overdue amount. Liquidated damages may themselves be included in a future closing balance in any subsequent statement until paid in full.

6. Right to Change Fees, Liquidated Damages and Commissions

We reserve the right to change the circumstances in which any of the fees, liquidated damages or the currency conversion commission on your Account are charged and the amount of those fees or commissions. We will provide notice of any as set out in the 'Changes' section of this Agreement.

You agree that we may impose additional fees and commissions at any time by giving you notice as set out in the 'Changes' section of this Agreement.

7. Liability

Except as set out in the section 'When you are liable for unauthorised charges' you promise to pay to us, all Charges and amounts owing on your Account including:

- Charges you authorise, even if there was no signature or Card presented;
- Charges you authorise by allowing other people to use your Account; and
- Charges that occur because you breach this Agreement (for example, if you haven't taken reasonable steps to protect your Account, including unauthorised Charges related to a lost or stolen Card or Code being used by an unauthorised person under

the circumstances set out in the 'Lost and Stolen Cards and Misuse of Your Account' section of this Agreement).

Additional Card Member not liable for Charges

You authorise any Additional Card Member to use your Account and acknowledge that the Additional Card Member is an authorised user of your Account.

You will be solely liable for Charges made by an Additional Card Member on your Account and any Additional Card Member is not liable to us for any Charges they make to your Account using their Additional Card.

8. Charge Approval

Unless we inform you of a spending limit, each Charge is approved based on the expense level and credit history of all of your accounts established with us, our subsidiaries and affiliates and/or licensees, as well as on your credit history with other financial institutions and your personal resources and income known by us. We may at our discretion decide and inform you of a credit limit applicable to your Account which is the maximum amount which can be outstanding at any time on your Account (including use by any Additional Card Members).

You agree to manage your Account so that Charges billed to your Account do not exceed any credit limit, where applicable.

9. Card is Our Property

Although you and any Additional Card Member use Card(s) on your Account, all Card(s) remain our property at all times. You may be asked to return the Card to us or anyone we ask to take it on our behalf, including Merchants. We may also inform Merchants that your Card is no longer valid.

10. Payments

Payments are due and payable to us on the date set out on your monthly Statement, unless we notify you that it is due immediately.

Payments may be made by any of the methods set out in your Statement. You must also comply with any instructions and requirements regarding payments as set out in your Statement or that we otherwise provide you.

You must pay us in New Zealand Dollars. You must allow sufficient time for us to receive your payment by the payment due date. Third parties who send us or process your payment on your behalf are not our agents and their receipt of a payment will not be treated as the time we receive your payment. We are not responsible for any delays in receiving payments and you must pay any charges which may apply. If you choose to pay by direct debit, you agree that any specific terms that we provide to you at enrolment will apply and form part of this Agreement.

If we process a late payment, a partial payment or a payment marked with any restrictive language (such as in full or final settlement), that will have no effect on our rights (e.g. to recover the full balance owing) and will not change this Agreement.

If we credit your Account with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.

If you do not make your payment as required, or if there is a dishonoured payment, we may consider your Account in default under the 'Default' section of this Agreement.

11. Allocation of Your Payments

We will normally apply payments to your Account in the following order:

- first, to applicable delinquency charges, cash withdrawals, linked credit account minimum dues, if any, and purchases, in that order;
- second, to annual Card Membership fees;
- third, to other fees charged by us that appear as a separate item on your monthly Statement; for example, statement reprint; and
- fourth, to charges, other than those above, that have appeared on a monthly statement.

12. Payments to Third Parties

If your Account application was obtained from a third party, such as a Merchant or sales agent, or if your Account or the Card is co-branded with another business, we may pay compensation to them although the amount of compensation may be unascertainable at this time.

13. Charges Made in Foreign Currencies

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:

- convert it to US Dollars first (unless it was submitted to us in US Dollars);
- convert the US Dollar amount into New Zealand Dollars; and
- apply a single non-refundable currency conversion fee to the New Zealand Dollar amount of the Foreign Charge.

We use exchange rates from customary industry sources, or a specific rate if required by law. We use the exchange rate from the

weekday day prior to the day we process the foreign charge (or two weekdays prior for Foreign Charges processed on 1 January and 25 December). The exchange rate we use may be higher or lower than the exchange rate available on the day you made the Foreign Charge, and exchange rate fluctuations can be significant.

When making a Charge in 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. If you choose this option then that third party will:

- determine the exchange rate and any commission or fees payable for the currency conversion; and
- submit that Charge to us in New Zealand Dollars, meaning we will not convert the Charge or apply currency conversion fee.

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Account. The difference is generally because:

- the refund and the Foreign Charge may be processed on different days with different rates;
- we do not apply any currency conversion commission fee to refunds of Foreign Charges; or
- where third parties convert Charges in foreign currencies, those third parties may treat refunds differently to the original foreign currency Charge.

14. Additional Card Members

At your request, we may issue an Additional Card on your Account to another person.

We may limit the number of Additional Cards issued on your Account. We generally do not provide copies of agreements,

Statements, notices and other communications to an Additional Card Member.

You acknowledge that we may provide information to an Additional Card Member about their use of the Account (for example their Charges).

Please see the 'Liability' section of this Agreement regarding the liability of an Additional Card Member for Charges made by that Additional Card Member. You agree and are responsible to ensure that each Additional Card Member reads, understands and complies with this Agreement, including the Financial Table and any notices and other communications that we may send to you.

To cancel an Additional Card, please see the 'Default/Closing Your Account' section of this Agreement.

15. Use of ATMs

The Express Cash™ Program is governed by one or more agreements separate from these conditions.

16. Recurring Charges

You or an Additional Card Member may authorise a Merchant to bill your Account at regular intervals for goods or services (called Recurring Charges). Here are some important things that you need to know about Recurring Charges and your Account.

Replacement Cards and Cancelled Cards

A replacement or new Card (called a Replacement Card) may be issued to you if your Card is lost, stolen, damaged, cancelled, renewed or switched to a different card type. Your Card may also be cancelled or no further Charges permitted without a Replacement Card being issued (called a Cancelled Card).

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 alternative payment arrangements.

You agree to be responsible for any Recurring Charges that may continue to be charged to your Account from a Card that has been replaced or cancelled. Recurring Charges may be automatically charged to a Replacement Card without notice to you.

Please note that we do not normally provide Replacement Card information (such as Card number and Card expiry date) to the Merchant.

Stopping Recurring Charges

To stop Recurring Charges being billed to your Account, 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, to stop billing Charges to your Account.

Our Enrolment Services

If we permit, you or an Additional Card Member may authorise us or our agent to enrol you with a Merchant for Recurring Charges. You will remain responsible to make other payment arrangements until the Recurring Charges begin to be applied to your Account. We are not responsible for any failure to enrol your Account for Recurring Charges or if the Merchant fails to charge your Account. The paragraph 'Stopping Recurring Charges' above also applies if you or an Additional Card Member uses our enrolment services.

17. Authorisation

We may require Charges to be authorised by us before they are accepted by a Merchant. We may refuse any request for authorisation of a Charge on reasonable grounds, including for example and without limitation where the value of Charge exceeds

the available credit balance (where applicable), where we suspect the Charge is fraudulent, is subject to New Zealand or United States sanctions or does not comply with this Agreement, or where we reasonably believe that you may be unable to fulfil your obligations under this Agreement.

18. Renewal and Replacement Cards

You authorise us to send you and any Additional Card Members a renewal Card or a Replacement Card before the current Card expires. You must destroy any expired Cards in accordance with the instructions we provide you. This Agreement as amended or replaced continues to apply to any renewal or Replacement Cards we issue.

19. Privacy

The collection, use and disclosure of your information by us is regulated by the Privacy Act. We collect, use and share your personal information in accordance with our American Express Card Member Privacy Statement, which provides you with information about:

- the collection, use and disclosure of your credit information and personal information;
- how you can access and seek to correct your personal information and credit information;
- how you can opt out from our marketing lists; and
- more details on our Online Privacy Statement.

A full copy of our Card Member Privacy Statement is provided at the end of this Agreement. By providing your personal information to us and using your Account, you agree to the terms of our Card Member Privacy Statement.

20. Additional Services

We may make available additional services or benefits which will be subject to separate terms and conditions. Examples of services or benefits include insurance, assistance services, rewards programs and Merchant offers.

We may receive compensation from additional service providers and our compensation may vary by provider and product. Your Account will be charged for any fees or premiums that may apply for services and benefits.

Services and benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party. Services and benefits may be changed or cancelled with or without notice. We are not responsible for any service or benefit not directly provided by us.

If your Account is closed, it will be your responsibility to obtain replacement services and benefits or make new payment arrangements with the third party if the service is still available.

21. Insurance

We identify insurance providers and products that may be of interest to some of our customers. In this role we do not act as an agent or fiduciary for you and we may act on behalf of the insurance provider, as permitted by law.

We receive compensation from insurance providers and our compensation may vary by provider and product. Also, in some cases, an entity that is affiliated with us may be the insurer or reinsurer and may earn insurance or reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify.

We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available.

22. Lost and Stolen Cards and Misuse of Your Account

You must tell us immediately by telephone at the contact number set out at the front of this agreement if:

- a Card is lost, not in your possession, stolen or not received;
- a mobile or other device you use to make mobile payments using your Account is lost or stolen;
- someone else learns your PIN or other security Code; or
- you suspect your Account or Card is being misused, or used without your authority, or a Charge on your Account has not been authorised by you or has been processed incorrectly.

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

23. When You Are Liable for Unauthorised Charges

You will not be responsible for unauthorised Charges where you have not contributed to them, for example where they:

- were due to our fraud or negligence, or that of a Merchant or third party involved in networking arrangements;
- related to a forged, faulty, expired or cancelled Card, PIN or Account access device;
- occurred before you received your Card, PIN or any other Account access device;
- related to a Charge being incorrectly debited more than once; or

- related to a Charge after you had notified us the misuse of your Account, loss or theft of your Card or breach of security for your PIN or other security codes.

However, you may be liable for certain unauthorised Charges, for example where you contribute to the unauthorised Charge:

- through fraud, by breaching the security requirements in the 'Protecting Your Account' section above, or leaving your Card in an ATM.

Then you will be responsible for all unauthorised Charges until you report the loss or breach of security requirements to us;

- through unreasonably delaying reporting of the misuse of your Account, loss or theft of your Card or breach of security for your PIN or other security codes.

Then you will be responsible for all unauthorised Charges between when you became aware of the loss or breach of security requirements (or should reasonably have become aware) and when it was reported to us.

24. Changes

In addition to our right to change fees and charges, and to introduce new fees and charges, set out in the 'Fees' section of this Agreement, we may:

- impose, remove or adjust a daily or other periodic transaction limit applying to the use of a Card, an Account or electronic equipment;
- change your liability for losses relating to unauthorised Charges
- change benefits and services associated with the Account; and
- we may change any other provision of this Agreement.

We will inform you in accordance with the 'Communicating With You' section of this Agreement and in accordance with applicable law. We will give you at least 20 days' advance written notice for any other changes to this Agreement, except where the change reduces what you have to pay (or is otherwise in your favour) or the change happens automatically under the contract.

If you are dissatisfied with any change to this Agreement, you may cancel your Agreement as set out under the 'You May Close Your Account' section of this Agreement. We will give you a pro-rated refund of any annual fee if you cancel this Agreement as a result of a change that we have made to your detriment and such cancellation is communicated to us within 30 days of our notifying you of that change.

If we have made a major change or a lot of minor changes in any one year, we may give you an updated copy of this Agreement or a summary of the changes.

25. Assignment

Transfer by Us

We may assign any of our rights under this Agreement. We may also transfer our obligations under this Agreement to any third party, provided we are satisfied that there will be no detriment to you in the transfer.

You agree that we may disclose any information or documents we consider necessary to help us exercise any of these rights.

Transfer by you

Your rights under this Agreement are personal to you and may not be assigned without our written consent.

26. Severability

If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations, which will continue as amended.

27. Suspension

We may, on reasonable grounds, immediately stop you or any Additional Card Member from using the Card or we may refuse to authorise a Charge. For example, we may do so where the available credit balance has been exceeded, or where we suspect that a Charge is fraudulent, or does not comply with law or this Agreement, or where we reasonably believe that you will be unable to comply with your obligations under this Agreement. We will notify you as soon as reasonably practicable of such a suspension. This Agreement, will continue if we take either of these actions and you will still be responsible for all Charges on your Account.

28. Default/Closing Your Account

We may treat your Account as being in default at any time in the event that you fail to comply with your obligations under this Agreement, such as failure to make any payment when it is due or if any form of payment is returned or not honoured in full.

We may also consider your Account to be in default at any time if any statement made by you to us in connection with your Account was false or misleading, you breach any other agreement that you may have with us or with any of our affiliates, or if bankruptcy or other creditor proceedings are threatened or initiated against you.

The inclusion of previously billed Charges and/or any portion of dishonoured payments shown on a Statement will not constitute a waiver by us of any default.

In the event of any default, you will also be responsible for all reasonable costs incurred by us or our agents including collection, collection agency, and legal adviser fees and costs, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.

You May Close Your Account

You may end this Agreement at any time by paying off all amounts owing on your Account, destroying all Cards issued on your Account, and stopping use of your Account and requesting the closure of your Account.

We will only close your Account when you have paid off all amounts you owe us. All fees continue to accrue if outstanding balances exist on a Cancelled Card. You can cancel an Additional Card Member's Card by informing us.

We May Close Your Account or Cancel Any Card

We can immediately end this Agreement or cancel any or all Card(s) or other loans if:

- you are in default at any time;
- we suspect any illegal use of the Card;
- we are required to do so by law; or
- we have reason to believe that you may no longer be creditworthy.

We may also terminate this Agreement at anytime with 30 days' notice.

If we take such action, you will still be obligated to pay all amounts owing on your Account.

If we end this Agreement you must pay all money you owe us immediately, including unbilled Charges that may not be shown on

your last Statement. We will only close your Account when you have paid off all amounts you owe us.

If your Card is cancelled for any reason, all other Cards issued on this Account will be cancelled at the same time. If we cancel this Account, we may also have rights to cancel other Accounts you hold with us.

You will continue to be responsible for all Charges made using your Account, including Recurring Charges until your Account is no longer used and any Recurring Charges are stopped.

29. Communicating With You

We will contact you from time to time to manage and administer your Account and the benefits and services on it. We may contact you in a variety of ways depending upon which contact details you have provided to us (for example, we may send a text to your mobile phone number or an email to your email address). We may also contact you online through our online sites and services (for example, within your profile on our website or one of our mobile applications). We may send you notices (including notices or information we are required or choose to send you, including about changes to this Agreement) on or together with your Statements.

We may also send you marketing communications from time to time, such as offers and promotions. We may use your personal information for this purpose but always in accordance with our Card Member Privacy Statement. You can opt-out of marketing communications at any time by contacting us. It is your responsibility to keep your contact details up to date at all times. You must inform us immediately if there are any changes to your mailing address or email address to which we send Statements or other communications. We are not responsible if you do not receive any communication from us (such as a Statement or an Account alert) because you failed to keep your contact details updated.

30. No Waiver of Our Rights

If we fail to exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

31. Complaints and Problems With Goods or Services Purchased

If you have a complaint or problem with a Merchant or any goods and services Charged to your Account, you must still pay all Charges on your Account and settle the dispute directly with the Merchant.

32. Assignment of Claims

Although we may have no obligation to do so, if we credit your Account in relation to your claim against a third party such as a Merchant, you are automatically deemed to have assigned and transferred to us, any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we credited to your Account. After we credit your Account, you agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your Account. You also agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we require. Crediting your Account on any occasion does not obligate us to do so again.

33. Examples

When we provide examples in this Agreement, they do not limit the provisions of this Agreement. The terms 'includes', 'such as' and 'for example' mean, respectively, 'includes without limitation', 'such as but without limitation' and 'for example but without limitation'.

34. Governing Law

This agreement is governed by the laws of New Zealand and the courts of New Zealand shall have jurisdiction over all parties to the agreement.

35. Taxes, Duties and Exchange Control

You must pay any government tax, duty or other amount imposed by law in any country in respect of the Account, any Charge on your Account or any use of the Account by you.

36. Limitation of Our Liability

We are not responsible or liable to you or any Additional Card Member for:

- any delay or failure by a Merchant to accept the Card;
- our refusal to authorise a Charge;
- goods and services you Charge to your account, including any dispute with a Merchant about goods and services charged to your Account; and
- loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

For example, we will not be liable to you for any refusal by a Merchant to accept the Card.

37. Complaints

What You Should Do?

Contact us by telephone at the contact number set out at the front of this Agreement. If the problem cannot be resolved immediately to your and our satisfaction we will advise you in writing of our procedures for investigation and resolution of the complaint.

You also agree that, when requested, you shall provide all the reasonable assistance and relevant information, including written statements, to us and or the Police in relation to your claim of unauthorised Charges.

By reporting the existence of unauthorised Charges, you agree to allow us to release any information that you have provided which is subject of an investigation of unauthorised Charges to the Police and any other investigative or statutory authority.

If you are not satisfied

If you are not satisfied with the outcome of our investigation you may either pursue your complaint with Financial Services Complaints Limited. You can contact them on 0800 347 257 or write to them at PO Box 5967, Lambton Quay, Wellington 6145

AMERICAN EXPRESS PRIVACY STATEMENT

Please note: If you do not agree to the matters set out in this notice, we will be unable to provide certain benefits associated with your Account and we may close your Account. Our collection, use and disclosure of information is subject to the Privacy Act.

Collection, use and disclosure of credit information

We may obtain both consumer and commercial credit reports about you from a credit reporting agency to confirm your identity assess this application, to collect overdue payments from you, or for any other use in connection with your account as permitted under the Privacy Act 1993.

We may disclose information about you to credit reporting agencies before, during or after credit is provided to you. This includes:

- the fact that you have applied for a Card and the credit limit, and that American Express is a credit provider to you;

- advice about Card payments in collection (and advice that payments are no longer overdue);
- advice that cheque(s) drawn by you, or Direct Debit requests to your financial institution account which you have authorised American Express to make have been dishonoured;
- American Express' opinion that you do not intend to meet your credit obligations; and
- that credit provided to you has been paid or otherwise discharged.

We may exchange information about you with credit providers named in your application or in a credit report issued by a credit reporting agency. Among other things, this is to:

- assess your credit worthiness as to this and future applications by you for credit;
- notify other credit providers of a default by you;
- exchange information about your account when you are in default with other credit providers;
- complete any approval process as to any transactions you wish to make on your account; and
- administer your Account.

We may also exchange information about you, including from credit reports, with any person considering whether to act as a guarantor in relation to this and future applications by you for credit.

Collection, use and disclosure of personal information

We collect personal information about you in a number of ways, including from:

- you, including in your credit application and when you use your Account (e.g. when you make a purchase using your Account) or one of our websites;
- people named in your credit application (e.g. your employer); and
- service providers which service your Account or provide services to us (e.g. marketing agencies, mail houses and collection agents).

Your personal information is collected, used and disclosed for purposes that include:

- assessing your application and administering and managing your Account;
- providing you with special offers or benefits and marketing our products and services;
- planning, product development and research;
- modelling and assessing risks and preventing or investigating fraud and other crime; and
- complying with legislative and regulatory requirements, including for identity verification purposes.

For the purposes set out in this notice, we may share your personal information with:

- persons (e.g. additional Cardholders) you authorise to use or access your Account;
- persons named in your application (e.g. to confirm employment and income details);
- service providers who provide services related to your Account (e.g. Card manufacturers, collection agents and mail houses); and

- other organisations, including government and regulatory bodies (e.g. New Zealand Transport Agency), for identity verification purposes or as required or authorised by law
- organisations whose name, logo or trademark appears on the application for the Account or on the Card for marketing, planning, product development and research purposes and seek from and exchange with such organisations personal information about you
- our related companies for the purposes set out in this notice; and
- the provider of any payment service you use to make payments to American Express.

We may also monitor and record your telephone conversations with us for staff training and service quality control purposes. We may transfer your personal information to the United States or other countries for data processing and servicing.

How we store your personal information

We store personal information in a combination of secure computer storage facilities and paper based files and other records. We have taken a number of steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. We use generally accepted technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means. We will take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

Further Information

For more information about our privacy policy, to arrange access to your personal information, to advise us if you think your personal information is inaccurate, incomplete or out of date or to enquire generally about privacy matters, contact:

The Privacy Office
American Express International, (NZ) Inc.
PO Box 4005
Auckland

Information about other persons

If you provide personal information about someone else to us, you must make sure that the individual has seen, understood and agreed to:

- their personal information being collected, used and disclosed in accordance with this notice;
- their ability to access that information in accordance with the Privacy Act 1993 and to advise us if they think the information is inaccurate, incomplete or out of date; and
- the contact details of our privacy officer.

Your invitation (or your opt-out)

You and any Additional Cardholders invite us, our agents and our preferred alliance organisations (including insurance companies) to use your personal information to inform you of and offer products or services from us or a related company, or any third party providing products marketed jointly with us. We may contact you by phone, mail or electronically to do this. If you wish to withdraw this invitation and remove your name from the American Express marketing list, call us on 0800 656 660 or on 64 9 377 4211. Please allow 6-8 weeks to process your request.

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