

The American Express® Corporate Card Employee Application **Limited Liability** – New Zealand



s/c: PM20100101

Please allow up to 10 business days for processing.
All fields are MANDATORY and must be completed in black pen and BLOCK LETTERS.

1. IMPORTANT INFORMATION

Before completing the Application form below, please read this important information to ensure this Application is completed correctly and to limit processing delays.

In order to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (the 'Act'), there are certain procedures that must be undertaken in order to verify your identity.

You must undertake the following to validate verification of your identity, prior to submitting this Application to American Express:

1. Verification of Identity by Certified Signatory

- You must have a copy of a primary photo identification document certified. The Certified Signatory must sign the original documentary identification, and make a statement on the copy by writing or stamping "I certify this to be a true copy of the original, which I have sighted and which represents a true likeness of [applicant's name]". The certification must not be over 3 months old. A list of primary photo identification documents and Certified Signatories are listed in Section 9.
- You must provide proof of your residential address as detailed in Section 9.
- In order to certify the copy of the primary photo identification document, the Certified Signatory must put the following details on the copy of the same page as the actual identification document. **If these are not included, processing your Application will be delayed:**
 - Print full name of Certified Signatory
 - Signature
 - Date
 - Category/occupation of Certified Signatory (e.g. Justice of the Peace)
 - Stamp, seal, or identification number of Certified Signatory, if applicable
- Write the full name of the Certified Signatory on this Application form in Section 6.

APPLICATION SUBMISSION

- For all Applications** – Scan Application pages and ID documents and email to corporatenewaccountsanz@aexp.com or mail to American Express PO Box 4005, Shortland Street, Auckland 1140 or fax to 0800 005 557 or +612 9271 1151.
- Legibility** – Please ensure the documents are legible as you may be asked to resupply if they are not which will cause processing delays.
- Correct and Valid Documentation** – Please ensure you have the correct and valid documentation available prior to completing this Application. Refer to Section 9.

2. OFFICE USE ONLY

PROD	602	PROC	3	TEAM	6
CAN/DEC		FEE	0	DELIV	
REV	7	BILL IND		SEX	
CB REPORT	Y	PRES/PREV		XREF RSN	
SIGN	Y	CARD DESIGN TYPE	000001	ID VERO	

Comments

3. CORPORATION DETAILS

Corporation Name (Company) _____

Corporate ID _____

Cost Centre Number _____

Employee ID _____

4. EMPLOYEE DETAILS

Title Mr Mrs Ms Miss

Last Name (in full) _____

First Name (in full) _____

Middle Name (in full, if applicable) _____

If you are known by another name, please provide here _____

Email address of applicant for statement notification and communications, e.g. changes to Terms and Conditions, updates to existing products and marketing offers. _____

If you do not wish to receive marketing offers from American Express, please tick this box.

New Zealand Business Street Address (PO Box not accepted)

Unit _____ Street Number _____

Street Name _____

Suburb _____ City _____ Postcode _____

Business Telephone _____ – _____

Mailing Address (PO Box accepted)

Same as Business Address

Unit _____ Street Number _____

Street Name _____

Suburb _____ City _____ Postcode _____

Years with Company Y Y M M

5. PERSONAL DETAILS

Full Residential Address (PO Box not accepted)

Unit _____ Street Number _____

Street Name _____

Suburb _____ City _____ Postcode _____

Date of birth _____ DD / MM / YYYY

Driver's Licence No _____ (Field 5a on your Licence) _____ (Field 5b) **OR**

Passport number _____ **OR** other ID reference _____

Contact Number _____

Residential Status _____

Own Outright Mortgage Rent Time at address Y Y M M

Previous Address (PO Box not accepted)

Unit _____ Street Number _____

Street Name _____

Suburb _____ City _____ Postcode _____

All Citizenship(s) _____

Your name as you would like it to appear on the Corporate Card (max 20 characters) _____

Have you ever held an American Express Card? Yes No

Present Member Former Member No

Account Number: **3 7 7 4** – _____ – _____

6. AGREEMENT AND SIGNATURES

Declaration by Applicant

I, the Corporate Card applicant, hereby apply to you American Express International (NZ), Inc. for an American Express Corporate Card. If issued to me, I agree to use that Corporate Card for business purposes and to comply with the Terms and Conditions attached to this Application. I certify that the information given in support of my Application is true and correct. You authorise American Express to contact your bankers or any other sources and/or reports, in relation to our organisation including from, but not limited to, credit reporting or other similar agencies for the purpose of identity verification of individuals named by us (whether in this application or otherwise) or identified by American Express before, during or after providing services to us to establish the chosen Accounts. I also authorise you to confirm and exchange credit information concerning my financial affairs as described more fully below. I understand and agree that I will be liable for all Charges I make with the Corporate Card. The Company named in this application is also liable to American Express International (NZ), Inc. for Charges which it authorises me to make and which were used for the Company's business purposes unless and until the Company re-imburses me for such Charges, as set out in Clause 3 of the Terms and Conditions attached.

By signing below, I acknowledge that I have read and agree to the declaration stated above, and I have read and clearly understood the Terms and Conditions attached.

I confirm that I have completed my identification verification requirements, as detailed in Section 1 Certified Signatory (Please print full name of Certified Signatory)

Name of Certified Signatory	First Name	Last Name
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Name of Applicant (Please print)	First Name	Last Name
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Signature of Applicant	Date
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7. DECLARATION BY AUTHORISED SIGNATORY

On behalf of the Company, I hereby request issuance of a Corporate Card to the individual named above and certify that the named individual is an employee of the Company. I confirm on behalf of the Company that the information given in this application form is to the best of our knowledge true and correct, and that the Company agrees to be bound by the American Express Corporate Card Conditions, with respect to such Corporate Card. I warrant that I am authorised to make this declaration on behalf of the Company.

Name of Authorised Signatory (please print)	First Name	Last Name
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Signature of Authorised Signatory	Date
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8. AUTHORITY UNDER THE PRIVACY ACT

In order to process your Application and manage your account we need to collect personal information about you and share it with our partners and other external sources, including credit reporting agencies. The privacy of individuals, including our customers and clients, is of utmost importance to American Express. Our Privacy Policy Statement sets out our policies for managing personal information across the American Express businesses operating in New Zealand. Generally we will collect and process your information in the following ways:

- **Programme Administrator** – Exchanging information with the Company and the Programme Administrator for matters relating to the management of your account, including but not limited to viewing your transactions, changing credit limits, cancelling Cards and updating Card Member information.
- **Credit reporting agencies** – Obtaining and sharing your personal information from credit reporting agencies or other sources in order to assess your Application, determine your credit worthiness, manage your account and verify your identity.
- **Company** – Exchanging personal information about you with the Company to administer and service your Account.
- **Marketing lists** – Using your personal information including your email for marketing purposes. These communications may be sent electronically (for example by email, mobile message or push notification), by phone or by post. You can choose to opt out at any time by calling us on 0800 722 333 or by clicking on unsubscribe in an email communication.
- **Our service providers** – Sharing your personal information with our service providers that help us operate our business.

8. AUTHORITY UNDER THE PRIVACY ACT (Cont)

- **Credit providers** – Exchanging your personal information with credit providers named in your Application for the purposes of assessing your Application and managing your account (for example where you are in default).
- **Persons you tell us about** – Exchanging personal information with any person whose name you give us from time to time, for example landlord, accountant etc to assess your Application.
- **Overseas Transfer** – Transferring personal information to the United States or other countries for data processing and servicing.

For full details about what personal information we will collect and what we may do with your personal information please see **Clause 19 Privacy Act and Consent** of the attached Terms and Conditions.

You agree that where you have provided us with information about another individual in this Application form, you will make sure that the individual is aware of:

- you supplying their information to us and the purposes for which we have collected it;
- their ability to access and correct that information; and
- the contact details of our Privacy Officer.

If you do not provide the information requested or give your agreement, American Express International (NZ), Inc. may not be able to process your Application.

To arrange access to personal information about you, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to: The Privacy Officer, American Express International (NZ), Inc. PO Box 4005, Shortland Street, Auckland 1140.

9. DEFINITIONS

Certified Signatory

This is an individual who has been defined under the 'Act' as having authority to sign and certify a copy of an identification document as being an original copy of that identification document. The following persons are Certified Signatories:

- Commonwealth representative (as defined in the Oaths and Declarations Act 1957)
- An employee of the Police who holds the office of constable (as defined in Section 4 of the Policing Act 2008)
- Justice of the peace
- Registered medical doctor
- Kaumātua
- Registered teacher
- Minister of religion
- Lawyer (as defined in the Lawyers and Conveyancers Act 2006)
- Notary public
- New Zealand Honorary consul
- Member of Parliament
- Chartered accountant (within the meaning of Section 19 of the New Zealand Institute of Chartered Accountants Act 1996).

Please note: The Certified Signatory cannot be related to you, be your spouse or partner or a person who lives at the same address as you.

Primary photo identification document

This is a Government-issued identification document containing a current photograph, signature and name of the individual applying for the Card. If this document is not in English, it must be accompanied by an English translation prepared by an accredited translator.

For verification purposes, only the following are accepted:

- A current **New Zealand Driver's Licence**
- If you do not hold a current New Zealand Driver's Licence then a current Passport will be accepted.

Certified copy

Certified copy means a primary photo identification document that has been certified by a Certified Signatory as a true copy of an original document. The Certified Signatory must also confirm that the photo identification represents the identity of the named individual. The certification must not be over 3 months old.

Your photo must be legible via fax to facilitate identity. Low quality photographs will be rejected and you will be asked to provide a higher quality image.

Proof of address

Proof of address means a copy of a utility bill, bank statement or Government issued document or letter less than 3 months old.

Please keep the attached Terms and Conditions for your reference.

Scan Application pages and ID documents and email to corporatenewaccountsanz@aexp.com or mail to American Express PO Box 4005, Shortland Street, Auckland 1140 or fax to 0800 005 557 or +612 9271 1151

americanexpress.co.nz/cs

American Express International (NZ), Inc. Incorporated in Delaware, USA. Principal Place of Business in New Zealand, 600 Great South Road, Ellerslie, Auckland, 1051. ©Registered trademark of American Express Company.

please turn over
Application Form P2 of 2

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Limited 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. You acknowledge that you will use the Corporate Card for business purposes only.

- DEFINITIONS** In these Conditions, please remember that the words **'you'**, **'your'** and **'Corporate Card Member'** mean the individual named on the enclosed Card. The words **'we'**, **'our'** and **'us'** mean American Express International (NZ), Inc. **'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. **'Card'** means any Card, whether plastic, non-plastic or a virtual account number, issued to you pursuant to this application. **'Merchant'** means a business or organisation which accepts the Card. **'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. **'Unauthorised Charges'** are Charges that did not benefit either the Company or the Corporate Card Member 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.
- 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.
- LIABILITY FOR CHARGES** You agree to use the Card for bona fide business expenses incurred in accordance with the Company's business expense policies. You agree to be liable for Charges as per the table below.

Programme liability...	You are liable to pay us for...	The Company is also liable for...
Limited Liability	All Charges, except: Business expenses of the Company for which the Company has not reimbursed you	Business expenses of the Company for which the Company has not reimbursed you
Unauthorised Charges	You and the Company are jointly and severally liable for Unauthorised Charges related to a lost or stolen Card or code being used by an unauthorised person under the circumstances and within the limits set out in the "Liability for Unauthorised Charges" section of these Conditions.	

- USE OF THE CARD** You may only use the Card in accordance with these Conditions, within the validity dates shown on the face of the Card. You must not give the Card or your Card Account number to others to allow them to use it for Charges, identification or any other purpose, except in the circumstances outlined in Clause 24, American Express AccessLine™ ('AccessLine'). 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 your Account for any reason other than as a refund for goods or services previously purchased with the Card. You must not use the Card to purchase anything for the purpose of resale. You must not use the Card if a petition for winding up of the Company are 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 to be able to pay your Account 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 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.
- 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.

- LIABILITY FOR UNAUTHORISED CHARGES** – For Unauthorised Charges, provided that you and the Company complied with these Conditions including the section "Use of the Card" and provided that you and the Company did not contribute to, were not in any way involved in or did not benefit from the theft, loss or misuse of the Card, then you and/or the Company will not be liable to us for any Unauthorised Charges, unless you or the Company have delayed notifying us, in which case you and/or the Company will be jointly and severally liable for all Unauthorised Charges until you or the Company did notify us. If you or the Company did not comply with these Conditions, or if you or the Company contributed to, were involved in, or benefitted from the loss, theft or misuse, you and/or the Company are jointly and severally liable for any Charges, for example, if you gave your Card and/or codes to another person to use.
- RESPONSIBILITY FOR CHARGES – IMMEDIATE PAYMENT** Payment for all Charges is due and payable to us immediately upon receipt of our monthly statement by you or the Company, but 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 and/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.
- BILLING ADDRESS** You and/or the Company must notify us in writing immediately of any change in your name and/or billing address or in the name and address of the Company. If that address is outside New Zealand we may charge an additional annual administration fee.
- TAXES AND DUTIES** If you have to or will have to pay or reimburse anyone else for any tax, duty or other Charge imposed by law in New Zealand in respect of the Card, your use of it or any other transaction involving you or the deposit of funds received for your 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.
- 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.
- 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.
- OVERSEAS CHARGES**
 - 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.
 - 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.
 - 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.
 - 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.

Limited Liability

- 12. PAYMENTS** You and/or the Company must always pay us in New Zealand dollars, with a money order payable in New Zealand dollars, or with a bank draft drawn from a New Zealand bank payable 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.
- 13. 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 and other Accounts with us (or with any other company in the American Express group of companies) we choose.
- 14. DISHONOURED PAYMENTS** If we receive a draft, direct debit or other payment instrument from the Company or you which is not honoured in full, you and/or the Company agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees, except as prohibited by law. If you have signed a direct debit request in our favour, this also applies to any debit instruction we give to your bank which is not honoured in full. You agree that an amount of \$15.00 will be charged in the above circumstances.
- 15. PROBLEMS WITH BILLS OR PURCHASES** If you have any problem with your monthly statement, please contact us at once and we will do our best to resolve your problem. Pending resolution of the problem we agree to place a temporary credit on any disputed amount, but you must pay all other Charges. You agree to provide us with a written confirmation or statement regarding your dispute if we so request. 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. Except as required by law, we are not responsible for goods or services charged with the Card, or if a Merchant refuses to accept the Card. You must raise any claim or dispute direct with the Merchant concerned, and you and/or the Company are not entitled to withhold payment from us because of such claim or dispute.
- 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 the Card 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.
- 17. 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 when we bill you, until you cancel and destroy the Card.
- 18. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS** You must comply with exchange control, tax laws and any other laws which apply to your use of the Card.
- 19. PRIVACY ACT AND CONSENT** 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, or enquire generally about privacy matters, write to: The Privacy Officer, American Express International (NZ), Inc., PO Box 4005, Auckland 1140. In this clause 'personal information' means information about you, including your financial circumstances, credit worthiness, credit history, credit standing, credit capacity, your use of the Card and conduct of your 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.
 - **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:
 - that you applied for a Card, and that we are a credit provider to you;
 - advice about Card payments which are in collection (and advice that payments are no longer overdue);
 - direct debit requests to your bank account which you have authorised us to make, have been dishonoured;
 - our opinion that you do not intend to meet your credit obligations;
 - that credit provided to you has been paid or otherwise discharged;
 - verifying your identity; and
 - 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:

- assessing your credit worthiness, your application for the Card and for any subsequent application you make for credit;
- notifying other credit providers of your default or failure to comply with these Conditions;
- exchanging information about your Card Account where you are in default with other credit providers;
- approving or declining a transaction you wish to make with the Card; and
- 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.
- **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 and research purposes and seek from and exchange with such organisations personal information about you.
- **Marketing lists** – Use personal information for marketing purposes. This includes putting your name and contact details on marketing lists for the purpose of offering you goods or services of an American Express Company or of any third party acting on behalf of American Express, by telephone, mail or electronically (for example by email, mobile message or push notification) or having our related companies do so directly. Please call 0800 263 936 if you wish us to remove your name from our marketing lists. Please allow 6–8 weeks to process your request.
- **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.

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.

You understand and agree that we at times may become legally obligated to disclose information about you and your Account(s) to others. When we become legally obligated to disclose such information to others, we will endeavour to notify you at your last known address prior to disclosure unless we are prohibited by law or prevented by circumstance from doing so.

- 20. CORPORATE CASH** You cannot use the Card to obtain cash from ATMs unless you enrol in our corporate cash programme. This programme is governed by separate agreements.
- 21. CANCELLATION AND SUSPENSION** Either you or the Company may at any time cancel the Card issued to you. The Card will also be cancelled on termination of your employment, but you will remain liable for all Charges incurred before the Card is returned to us. Your cancellation will not be effective until you notify us and you will be liable for all Charges made with the Card before it is returned to us. The Card remains our property and we can cancel or suspend your right to use it at any time, with or without cause and without notice. If we cancel the Card without cause we will refund a portion of the annual fee. We may list cancelled Cards in our 'Cancellation Bulletin' and otherwise inform Merchants of cancellation. If we cancel your Card but it is re-instated without a new Card being issued to you, then these conditions will continue to apply to your use of the Card. If we suspend your Charge privileges you cannot use the Card until such time as arrangements satisfactory to us have been made for payment of outstanding Charges. If we do suspend your Charge privileges we shall not lose any of our rights under these Conditions or at law and these Conditions shall apply if and when such suspension is lifted. If the Card is cancelled or expires, you must not use the Card for any purpose, but 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 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 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.

Limited Liability

23. 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 will then refund a portion of the annual fee. You and/or the Company will still be liable for all Charges incurred.

24. 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.

25. GENERAL

- (a) You understand that the Company will designate an employee as a Program Administrator and authorises the Program 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 actually receive it earlier.
- (c) You agree that 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 a microfilm of any document relating to the account with us or produced from data received by us electronically from a Merchant's point-of-sale terminal or from you, 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 any power or right under these Conditions shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any further exercise of that or any other 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
Business Travel Account (BTA)	The greater of \$10 or 3% of the outstanding balance	2.5%	\$0	\$15
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.

International Payments are arranged through Centurion Finance Limited (Company Number 104478). Principal Place of Business in New Zealand, 600 Great South Road, Ellerslie, Auckland 1051.

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