

# American Express Card Member Cash Enrolment Form

## Limited Liability – New Zealand

### CARD MEMBER CASH ENROLMENT

Please forward to: American Express International (NZ), Inc.  
Fax: 0800 005 557 or 612 9271 1151  
or Mail to American Express PO Box 4005,  
Shortland Street, Auckland 1140.

### PERSONAL INFORMATION OF THE APPLICANT

Please print or type all information. Please complete all sections.

Title	First Name		
Last Name			
Mailing Address			
Suburb	City	Postcode	
Date of birth			
Telephone Number			
Program Administrator			
First Name			
Last Name			
Company Name (as per registered Company Name)			
Corporate ID			
Corporate Card Account Number			
3	7	7	4

### CARD MEMBER ENROLMENT

Please enrol me in the Cash Facility (as nominated by the Company).

By signing below, I hereby agree to be bound by the American Express Cash Terms and Conditions attached. As set out in Clause 3 of the attached Terms and Conditions, I agree that I will be liable for all Cash transactions and Related Charges I make with the American Express Corporate Card. The Company is also liable to American Express International (NZ) Inc. for Cash transactions and Related Charges which it authorises me to make and which were used for the Company's business purposes unless and until the Company reimburses me for such transactions and charges.

I understand that the maximum limit on the total amount of Cash Withdrawals which I can obtain using either facility is NZD\$1500 every 7 days, unless the Company has selected a lower limit.

Signature of Applicant
Date

### COMPANY DECLARATION

The Company warrants and agrees that the above-named American Express Corporate Card Member is a current employee of the Company and that he or she may obtain access to the Cash Facility as operated by American Express. American Express may, at its sole discretion, refuse to enrol the above-named employee in the Cash Facility. This request and Enrolment is valid until revoked or amended in writing by the Company. No revocation or amendment will be acted upon by American Express until written notice of such is received by American Express on the Company's standard letterhead, or in a form otherwise acceptable to American Express. The Company agrees to indemnify and hold American Express harmless for any loss, damage or claim American Express suffers as a result of reliance on this Enrolment or on any amendment or revocation given to it by the Company.

I verify that the above-named American Express Corporate Card Member is an employee of the Company and is authorised by the Company to be enrolled in the Cash program, and that I have read and understand the Company Declaration and that I am authorised to sign and bind the Company.

Title	First Name		
Last Name			
Position			
Signature of Authorised Signatory			
Date			

Please keep the attached Terms and Conditions for your reference.



**1. Important**

These Terms and Conditions cover your participation in the Corporate Cash program offered by American Express (the 'Program'). These Terms and Conditions supplement the American Express Corporate Card Member Terms and Conditions, which govern your use of the Corporate Card. By using the Program, you are agreeing to these Terms and Conditions and American Express Corporate Card Member Terms and Conditions. If you do not accept any of these Terms and Conditions, please notify us at once and return the documentation we have sent you.

The Program enables you to use the Card to obtain cash from the Card Account from ATMs operated by Banks or other organisations that participate in the Program. The Program can only be used to obtain cash for business purposes.

**2. Definitions**

Expressions used in the American Express Corporate Card Member Terms and Conditions have the same meaning in these Terms and Conditions. In addition, "Bank" means the bank or other institution that operated an Automated Teller Machine ("ATM"). "Card Account" means the Corporate Card account opened in the name of the Company with us. "PIN" means your Personal Identification Number. "NZD" means New Zealand Dollars. "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 or Account.

**3. Liability for Charges**

Program 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 Clause 7 of these Terms and Conditions.	

**4. Personal Identification Number**

To protect any PIN approved by us to be used on your Card, please ensure that you:

- memorise the PIN;
- destroy our communication informing you of the PIN (if applicable);
- do not write the PIN on the Card;
- do not keep a record of the PIN with or near the Card details;
- do not tell the PIN to anyone;
- do not choose a PIN 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 PIN when entering it into an ATM or other electronic device.

**5. Transaction Limits**

At present, the limits on the total amount of cash which you may obtain from an ATM is NZD\$1,500 during any 7 day period (or the equivalent amount in foreign currency). We may change these limits at any time as part of general changes to the Program. We may also impose individual limits or other conditions on your use of the Program at our discretion, based upon the status of the Card Account. The bank that operated an ATM may impose its own transactional limits for security, credit or other reasons.

**6. Payment for Cash you Obtain**

Each time you obtain cash from an ATM through the Program by using the Card, you agree that we shall debit your Card Account for the transaction amount plus a processing fee of 3% per transaction.

If you make a cash withdrawal from an ATM in a currency other than New Zealand dollars, that transaction will be converted into New Zealand dollars. The conversion will take place on the date the transaction is processed by American Express, which may not be the same date on which you made your transaction as it depends on when the transaction was submitted to American Express. If the transaction is not in US dollars, the conversion will be made through US dollars, by converting the transaction amount into US dollars and then by converting the US dollar amount into New Zealand dollars. If the transaction is in US dollars, it will be converted directly into New Zealand dollars.

Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single currency conversion commission of 2.5%. This fee is in addition to our 3% processing fee. If transactions are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them. Also, the Bank or ATM operator may charge you its usual fees for transactions under the Program.

**7. Your Responsibility for Unauthorised Transactions**

You and the Company are jointly and severally liable for Unauthorised Charges in the following circumstances only:

- (i) If you or the Company fail to comply with these Terms and Conditions or to protect your PIN as required in Clause 4
- (ii) 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
- (iii) 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 PIN 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.

**8. Lost, Stolen or Misused Card**

You must notify us immediately if:

- a Card 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.

**9. Our responsibility for Incorrect Transactions**

We shall be responsible to you for your losses if any transaction at an ATM is not completed as you have requested, or if we do not debit the Card Account on time or in the correct amount, unless:

- The ATM was not working properly and you knew this when you started the transactions; or
- The Card Account is subject to any legal restrictions; or
- Circumstances beyond our control (such as fire, flood or power failure) prevent the transactions; or
- You have not complied with these Terms and Conditions.

**10. Termination**

We or any participating bank or financial institution, may add or remove any ATMs from the Program or change or limit the services provided at an ATM without notifying you beforehand. We reserve the right to discontinue the Program but will give you written notice if we do so. You may terminate your participation in the Program, but you must notify us in writing and stop using the Program. Your right to participate in the Program will also be terminated if your Card Account is cancelled for any reason. You and/or the Company agree to pay us for any amounts obtained through the Program (including fees), which remain unpaid after termination.

**11. Changing these Terms and Conditions**

We may change these Terms and Conditions at any time and we will use our reasonable efforts to notify you of such changes. You will be bound by any such change if you subsequently use the Program. If you cancel your participation because of any change, you and/or the Company will still be liable for amounts obtained through the Program (including fees) before cancellation.

**12. General**

You should retain all transaction receipts and check them against your Card Account Statements. You should contact us as soon as possible if you think your statement or receipt is wrong or if you need more information about transactions listed on your Card statement or receipt.

If you wish to contact us for any reason relating to the Program, call us on 0800 722 333 or write to us at:

American Express International (NZ), Inc. PO Box 4005, Shortland Street, Auckland 1140.

**13. Law that Applies**

These Terms and Conditions are governed by the Laws of New Zealand.

