



American Express Card Acceptance Agreement

Welcome to the American Express network

Congratulations, welcome to the partnership between American Express and Tyro by which you can now accept American Express® Cards on your Tyro facility (**American Express Program**). Provided you comply with the terms and conditions set out below, you will receive the benefits of the American Express Program (described below), including a warmly welcoming American Express Merchant Service Fee (**MSF**).

Your Tyro facility as detailed below will be enabled to accept American Express and JCB Cards, giving your customers more choice in the way they pay, once you accept the terms and conditions of this Card Acceptance Agreement. This arrangement has no effect on your EFTPOS agreement(s) with Tyro, which is separate to the terms and conditions of this Card Acceptance Agreement with American Express.

American Express terms and conditions

American Express Australia Limited (ABN 92 108 952 085) is your legal acquirer for American Express and JCB transactions. This Letter of Offer (**LoO**) and the American Express Card Acceptance Terms & Conditions (the **Terms & Conditions**) (www.americanexpress.com.au/merchant/termsandconditions) (collectively, the **Card Acceptance Agreement**) set out the conditions you agree to, and processes you agree to follow in order to accept American Express Cards both online and offline.

Your American Express Merchant Service Fee

Your Merchant account will be automatically set up on a warmly welcoming American Express MSF on the condition that you accept the terms and conditions set out in this Card Acceptance Agreement.

The warmly welcoming MSF is conditional upon you agreeing that you will provide warmly welcoming acceptance for American Express Cards meaning that you either do not surcharge your customers at all, or if you do, you surcharge equally across all credit card payment products at your lowest cost of acceptance.

If you do not provide warmly welcoming acceptance to American Express Cards, American Express reserves its right to end your participation in the American Express Program and you will not be entitled to receive the warmly welcoming Merchant Service Fee.

You also agree that the warmly welcoming MSF is conditional upon you being a new Merchant to American Express and you meeting the criteria of a "Small Merchant" as defined by American Express. American Express defines a Small Merchant as a merchant that processes up to \$1,000,000 in American Express billings per annum. You acknowledge that American Express has the discretion to review and assess your eligibility for the warmly welcoming MSF if you do not meet any of these criteria.

Further, American Express reserves the right to vary existing fees or introduce new fees in accordance with this Card Acceptance Agreement.

If you do not agree with the terms and conditions of this Card Acceptance Agreement (including the obligation to provide warmly welcoming acceptance to American Express Card Members) and do not wish to receive the warmly welcoming MSF, please notify Tyro immediately on 1300 966 639 whereupon you will be removed from the American Express Program. If at a later date you change your mind and wish to accept American Express Cards, you may contact American Express on **1 300 363 614** to set-up another American Express account on the Standard MSF applicable to your industry.

Your servicing agent for American Express and JCB transactions

American Express has appointed Tyro as its servicing agent for all Small Merchants with a Tyro Merchant facility, under the American Express Program. Under this program, Tyro will perform all servicing related processes for your American Express and JCB transactions. Servicing related processes include:

- The set-up and ongoing maintenance of your Merchant account details;
- Processing and settlement of American Express and JCB transactions;
- Billing and collection of the American Express MSF;
- Statementing of American Express and JCB transactions; and
- Handling of all other American Express and JCB payments related matters such as general enquiries and management of disputes and chargebacks.

The key benefits of the American Express Program are the warmly welcoming MSF you will receive, the simplicity of a single point of contact (being Tyro), single statementing and the same settlement timeframes for all your payments needs.

Please contact Tyro on 1300 966 639 or cs@tyro.com for all your American Express and JCB related enquiries, and simply quote your Tyro Merchant number.

American Express Declaration

You confirm that the Merchant named in this Agreement wishes to be set up as an American Express Merchant.

You declare that you will notify American Express:

1. If the Merchant ceases to be registered for GST; and
2. Where applicable, the Merchant ceases to make only taxable supplies where GST is calculated at 1/11th of the price.

Acceptance of this Agreement

You agree to be bound by the terms and conditions of this Card Acceptance Agreement. By accepting these terms and conditions you confirm this Agreement and make it legally binding between you and American Express.

Direct Debit Service Authority

This agreement authorises American Express to withdraw money from your nominated account, the details of which you have provided to Tyro (who will forward these details onto to American Express).

You must check that your nominated account can accept direct debits by:

- Carefully checking that the account details are correct by comparing them with a recent statement, cheque or deposit slip from your financial institution; and
- Making sure you have authority to operate your nominated account.

If we want to change this agreement, we will notify you 14 calendar days in advance of any change. If you disagree with any change, please notify us within these 14 days.

Please notify American Express in writing if you want to:

- Change or cancel this direct debit authority, e.g. the amount you pay, how often you pay or to defer payment;
- Change your nominated account details, we will require you to sign a new direct debit authority; or
- Stop or defer an individual payment.

If you want to dispute a debit that has been made from your nominated account, you should contact us immediately and we will respond to you within 7 days. If we determine that your nominated account was incorrectly debited we will provide you with reasons for this finding. In either case, we will notify you of the result.

If the debit date is on a weekend or public holiday in Australia, we will process your payment on the next business day.

You must make sure that sufficient cleared funds are available in your nominated account on the payment date. If there are insufficient funds and your financial institution dishonours the payment then:

- Any charges and tax on those charges incurred by your financial institution may be debited from your nominated account;
- Any charges and tax on those charges incurred by us may be debited from your account; and
- The amount of the dishonoured debit will be debited to your account.

You must advise us in writing if you close your nominated account. We also reserve the right to cancel the direct debit authority if any debit is returned unpaid by your financial institution.

We will keep your financial institution account details confidential. However, we will disclose these details:

- If you consent; or
- To the extent required by law, for example, if a court order requires disclosure; or
- For the purposes of this agreement, for example, to settle a dispute.

You indemnify us against all losses, costs, damages and liability that we suffer as a result of you giving us incorrect or false information. Your indemnity:

- Extends and covers all changes you make to your nominated bank account; and
- Continues after this agreement has ended.

In this Agreement, "American Express", "we", "us" and "our" means American Express Australia Limited.

Privacy Obligations

You agree to be bound by the privacy obligations as detailed on the following page. You acknowledge and consent to Tyro forwarding all information contained in this Letter of Offer to American Express.

Authority to American Express under the Privacy Act

Use and Disclosure

To assess this application, and if it is approved, to establish and manage the Merchant Card Acceptance Facility, American Express needs to collect, use and disclose personal information in accordance with the American Express Privacy Policy Statement.

If the business does not agree to our use of personal information in this way, we may be unable to provide you with the Merchant Card Acceptance Facility.

The American Express Privacy Policy Statement sets out policies on management of personal information. You can view a copy of the Statement at www.americanexpress.com.au/privacy and will receive a copy if your application is approved.

In this section 'personal information' means information (including credit worthiness information) about an individual directly associated with the business, including about their financial circumstances and their use and contact of the Merchant Card Acceptance Facility.

In particular, you agree that American Express and our agents (including Tyro) may do the following:

- Collect and use personal information for purposes that include:
 - assessing the application and administrating and managing the Merchant Card Acceptance Facility;
 - providing 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 crime;
 - complying with legislative and regulatory requirements, including for identity verification purposes; and
 - any other purposes you have consented to.
- For the purposes set out above, we may share and exchange personal information with:
 - the business (including any related entity of the business), and its and their processors and administrators, in connection with the Merchant Card Acceptance Facility;
 - any person whose details you have given us. This includes, for example, for the purposes of confirming your business' financial information with any financial institution, landlord/mortgagee, accountant, financial advisor or tax agent;
 - other providers of card Merchant facilities and their associated providers (including VISA and MasterCard);
 - regulatory authorities, courts, and governmental agencies to comply with legal orders, legal or regulatory requirements, and government requests; and
 - any organisation whose name, logo or trademark appears on this application or on the Merchant Card Acceptance Facility.
- Monitor and record all telephone conversations between American Express and you for staff training and service quality control purposes.

Direct Marketing

You acknowledge that American Express, our agents, and our preferred alliance organisations (including insurance companies) may use your personal information for marketing purposes. This includes contacting you by telephone, mail or email in relation to goods or services from an American Express company or from any third party providing products jointly marketed with American Express. You can call 1300 363 614 if you want to withdraw this invitation and remove your name from our marketing lists. This invitation will remain in place until you withdraw it or for twelve months after you cease being our customer.

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 Australia. 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, Singapore & Malaysia. 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 Australian Privacy Principles (other than Australian Privacy Principle 1).

Information about other individuals

American Express collects and uses information about the person who signs or enters into any agreement with American Express and depending on your corporate structure we may collect and use information about the beneficial owners, partners within the partnership, directors and company officers (cumulatively **Related Individuals**). You represent and warrant that you have informed the Related Individuals about this data collection and have obtained their consent, where required, to the processing of information set out under this agreement.

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

- the business supplying their information to American Express for the purposes of establishing the Merchant Card Acceptance Facility;
- their personal information being collected, used, and disclosed in accordance with this clause; and
- their ability to access that information in accordance with the Privacy Act (and advise American Express if they think the information is inaccurate, incomplete or out-of-date); and the contact details of the American Express Privacy Officer.