

SCHEDULE 1

This tripartite deed will be effective from the date and time that the card member clicks on the box acknowledging their acceptance of the terms and conditions in this agreement.

1 **RewardPay Pty Limited**
ABN 92 166 007 227
of 13/60 Castlereagh St, Sydney, NSW 2000
(Aggregator)

2 **American Express Australia Limited**
ABN - 92 108 952 085
of 12 Shelley Street, Sydney, NSW 2000
(American Express)

3 **Cardmembers**
To execute this tripartite deed, Cardmembers will electronically check the box confirming "I have read and agree with the terms and conditions set out in the tripartite deed", located on the Payment Page of the Aggregator's Payment Facility.

This deed witnesses

1 Definitions

In this deed:

Aggregator means RewardPay who accepts an American Express Card as payment for goods and services.

Aggregator Terms and Conditions means the Aggregator Acceptance Agreement which incorporates the American Express terms and conditions governing the acceptance of the American Express Card by Merchants, as issued and amended by American Express from time to time.

American Express Card means a charge card issued by American Express to Cardmembers.

Business Day means a day on which banks are ordinarily open for business in New South Wales, except Saturday, Sunday or a public holiday in New South Wales.

Chargeback has the meaning set out in clause 3.1.

Cardmember means any person having an account with American Express and any other persons to whom American Express issues an American Express Card on that account.

Customer's Card means an American Express Card issued by American Express in the name of the Customer or any authorised officer of the Customer (on the corporate account of the Customer) which is within the validity dates shown on the face of the card.

Customer Terms and Conditions means all terms and conditions governing the issue and use of American Express Cards by Cardmembers, set out in the documents known as the "American Express Account Agreement" with the Customer and the "American Express Card Conditions" with Cardmembers, as issued and amended by American Express from time to time.

Disputed Amount has the meaning set out in clause 3.2.

Party means a party to this deed.

Payment Facility means the online Cardmember initiated Payment Facility which allows its users to initiate payment for goods or services provided by a number of different Suppliers hosted by the Aggregator.

Person includes a firm, a body corporate, an unincorporated association or an authority.

Supplier means the supplier of the goods or services being sold to the Customer using the Payment Facility.

Supply Contract means any contract between the Supplier and the Customer for the supply of goods/services.

2 Purchases from Aggregator using Customer's Card

The Aggregator, American Express and the Customer agree that:

- 2.1 the Customer may pay for products/services from the Supplier using the Aggregator's Payment Facility or otherwise using a Customer's Card, where the relevant payment is approved and accepted by American Express;
- 2.2 the Customer agrees to authorise payment of those products/services at the time of using the Aggregator's Payment Facility;
- 2.3 the Customer has no entitlement to dispute (subject to clauses 3, 4.2 and 4.3), to withhold or recover from, or to request American Express to dispute or to withhold or recover from, the Aggregator any payment to the Aggregator for purchases from the Supplier using the Aggregator Payment Facility made using a Customer's Card. For the avoidance of doubt, nothing in this provision affects either parties dispute rights under the Payment Facility;
- 2.4 the Customer agrees to pay American Express the full amount for any disputed charges and not to withhold any amount pending dispute resolution under the Supply Contract or the Payment Facility; and
- 2.5 the Aggregator and the Customer agree to make any required adjustments between themselves in relation to any disputed charges following dispute resolution under the Payment Facility.

3 Chargebacks

- 3.1 Subject to clause 3.2, American Express has no entitlement, whether at the request of the Customer or otherwise, to:
 - (a) dispute, withhold or recover any payment to the Aggregator for purchases made using a Customer's Card;
 - (b) credit the account of the Customer or the holder of a Customer's Card with the amount charged by the Aggregator for purchases made using the Aggregator's Payment Facility using a Customer's Card; or
 - (c) pursue any right of the Customer or a holder of a Customer's Card against the Aggregator in relation to any purchases made using the Aggregator's Payment Facility using a Customer's Card,(each a **Chargeback**).

3.2 If:

- (a) American Express notifies the Aggregator in writing that it wishes to effect a Chargeback of an amount (**Disputed Amount**) because of a fraudulent or illegal act, or due to material non-compliance with the Aggregator Agreement sets out details of the proposed Chargeback; and
- (b) it is determined after following the procedure set out in clauses 3.4 and 3.5 that the Aggregator is not entitled to the Disputed Amount,

then American Express is entitled to Chargeback the Disputed Amount.

- 3.3 If American Express effects a Chargeback in breach of this clause 3, then American Express must credit the Aggregator's account with the amount of the Chargeback within 3 Business Days of a request to do so from the Aggregator.
- 3.4 Following notice under clause 3.2, American Express and the Aggregator agree to meet to discuss the details of the Disputed Amount and whether the Aggregator is entitled to the Disputed Amount.
- 3.5 If American Express and the Aggregator cannot agree whether the Aggregator is entitled to the Disputed Amount within 15 Business Days, then American Express and the Aggregator will jointly appoint an arbitrator to determine whether the Aggregator is so entitled, as chosen by the president of the Institute of Arbitrators and Mediators of Australia. The party that the arbitrator determines is not entitled to the Disputed Amount will pay the cost of the arbitrator.

4 Payment Facility

The Aggregator and the Customer agree that:

- 4.1 the Customer must not request American Express to dispute, withhold or recover from the Aggregator any payment for the purchase of products/services or otherwise from the Aggregator made using a Customer's Card, unless the Aggregator was not entitled to the payment under the Payment Facility;
- 4.2 any dispute or claim by the Customer about the quantity or quality of, or any other matter relating to, products/services paid for using the Aggregator's Payment Facility must be dealt with between the Customer and the Supplier under the Supply Contract; and
- 4.3 the Customer indemnifies the Aggregator against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment suffered, paid or incurred by the Aggregator in relation to the non-payment or non-recovery of any amount owing by the Customer to the Aggregator relating to products/services paid for using the Payment Facility or otherwise, and paid for using the American Express Card.
- 4.4 Nothing in this deed relieves the Customers of its obligations under the Supply Contract including in respect of any obligation to pay the charges due under the Supply Contract within the required payment terms.

5 Customer Terms and Conditions

American Express and the Customer agree that, for the purposes of any transaction between the Aggregator and the Customer (or the holder of a Customer's Card) using a Customer's Card, the Customer Terms and Conditions are amended by deleting all entitlements of:

- 5.1 a Cardmember to dispute, to withhold or recover, and to request American Express to withhold or recover, any payment to a the Aggregator; and
- 5.2 American Express to:
 - (a) dispute, withhold or recover, any payment to a the Aggregator;