

American
Express®

Business
Credit Card
Conditions



Postal Address

American Express Australia Limited
Cardmember Services
GPO Box 1582
Sydney NSW 2001

Lost or Stolen Cards In Australia

Telephone: 1300 363 687

Overseas

Report your loss or theft to the nearest
American Express Travel Service location or call
collect (reverse charges) to Australia +61 2 9271 8666

Account Enquiries

Telephone: 1300 363 687 (in Australia)

Contents

Credit Card Conditions	4
Our Offer	4
1. Definitions	4
2. Protect the Card and Codes	6
3. Your liability	7
4. Credit Limit	7
5. Cash Advances	7
6. Fees and charges	8
7. Interest charges	9
8. Monthly statement	11
9. Minimum payment and other payments	11
10. Balance Transfers	12
11. Cancellation of a Business Credit Card	12
12. Suspension	14
13. Use of the Business Credit Card	14
14. Authorisation	15
15. Lost, stolen or misused Business Credit Cards or Codes	15
16. Billing address	16
17. Taxes and duties	16
18. Enforcement expenses	16
19. Foreign currency charges	17
20. Payments	17
21. Late or part payments	18
22. Dishonoured payments	18
23. Complaints and problems with statements or purchases	18
24. Automatic Card renewal	20
25. Replacement and renewal cards	20
26. Exchange control, tax and anti-money laundering	20
27. Installment purchases	21
28. We may pursue your rights against a Merchant	21
29. Default	21
30. Privacy and personal information	22
31. Changing these conditions and the Financial Table	25
32. Notices	25
33. No waiver of our rights	26
34. Assignment	26
35. Evidence	26
36. Governing law	26

Business Credit Card Conditions

Our Offer

This booklet sets out the respective rights and obligations of you and American Express concerning the American Express Business Credit Card offered to you. If you sign the Business Credit Card or use it to make a purchase, Balance Transfer or obtain a Cash Advance, you will be agreeing to these Conditions. The Financial Table and these Conditions will govern your use of the Basic Business Credit Card, any Supplementary Business Credit Card and all transactions on your Account. If you do not agree to this, please cut the Business Credit Card in half and return the pieces to us as soon as possible.

Please read and ensure each Supplementary Business Credit Cardmember reads the Financial Table and these Conditions (and any changes to them) thoroughly.

These Conditions do not contain all the Conditions of your contract with us or all the information we give you before the contract is made. Further Conditions and information are contained in the Financial Table.

1. Definitions

As you read these Conditions and the Financial Table, please remember that:

References to persons

You, your means the Cardmember named in the Financial Table.

We, our, us means American Express Australia Limited (ABN 92 108 952 085).

Business means the business entity (whether a sole trader, partnership, company or other organisation) which has registered the issuance of the Business Credit Card and whose name may appear on the Business Credit Card.

Merchant means a business or organisation which accepts the Business Credit Card.

Supplementary Business Credit Cardmember means a person to whom a Supplementary Credit Card is issued.

Cards

Business Credit Card means the Basic Business Credit Card and each Supplementary Business Credit Card.

Basic Business Credit Card means the American Express Business Credit Card issued to you.

Supplementary Business Credit Card means an American Express Business Credit Card issued to another person at your request and on your Account.

Other definitions

Account means your Business Credit Card account with us for the Basic Business Credit Card and all Supplementary Business Credit Cards.

Annual Percentage Rate means the interest rate we charge on Charges. It is set out in the Financial Table, but may change from time to time (see Section 31 of these Conditions). You can find out the Annual Percentage Rate by asking us.

Balance Transfer means a transfer of the outstanding balance of a credit card with another financial institution to your Account, in accordance with Section 10 of these Conditions.

Cash Advance means a Cash Advance under Section 5 of these Conditions.

Charge means a transaction made with the Business Credit Card or charged to your Account, including a Cash Advance, purchase, fees and charges, interest, taxes and all other amounts you have agreed to pay us or be liable for under these Conditions.

Code means a PIN, Express Access telephone code and Online Services password.

Conditions means these American Express Business Credit Card Conditions and includes the Financial Table.

Credit Limit means the credit limit for your Account in the Financial Table, and as notified in your monthly statement from time to time.

Financial Table means the Financial Table which is issued to you, containing details of your Credit Limit and other information. It forms part of your contract with us.

Over Limit Amount means any amount debited to the Account exceeding the Credit Limit.

PIN means Personal Identification Number issued by us or selected by you in relation to the Business Credit Card.

2. Protect the Card and Codes

Card. For identification, and to prevent misuse, you must ensure that you:

- sign it as soon as you receive it;
- carry it with you whenever you can; and
- regularly check that you still have your Business Credit Card.

Codes. To protect your codes you should:

- try to memorise them;
- destroy our letter telling you the Code (if applicable);
- not write the Code on any Business Credit Card even if the code is disguised;
- not keep a record of the Code with or near the related Business Credit Card;
- not tell anyone your Code, including family and friends. If you are asked to disclose your Code by other persons with similar authority, you should not divulge your Code;
- if you select your own Code, do not select a number or other Code that can easily be associated with you, such as your date of birth, telephone number, etc., as these self selected Codes may be found on other documents also kept with your Business Credit Card. In the event of loss or theft of your Business Credit Card, a thief may be able to obtain your Code from these documents and access your Account.

3. Your liability

You and the Business are jointly and severally liable to us for all Charges on the Account. This includes all Charges on the Basic Business Credit Card and all Supplementary Business Credit Cards. You must ensure that all of these Business Credit Cards are used in accordance with these conditions.

You should ensure that each Supplementary Business Credit Cardmember reads and understands the Financial Table and these Conditions (and any changes to them) because you and the Business are jointly and severally liable for their use of the Business Credit Card and all Charges they incur on the Account.

You and the Business authorise us to give a Supplementary Business Credit Cardmember information about the Account.

4. Credit Limit

The Credit Limit is the maximum amount of credit and all Charges which you, together with all Supplementary Business Credit Cardmembers, may obtain on the Account.

Exceeding the Credit Limit. You must ensure that the Account debit balance does not exceed the Credit Limit. You must immediately pay to us all Over Limit Amounts. These will be shown in your monthly statement.

Changes to the Credit Limit. You may request us to change your Credit Limit. If we agree to your request, we will inform you of the new credit limit in writing. We may reduce your Credit Limit at any time without giving you prior notice, but we will advise you of this.

5. Cash Advances

Obtaining Cash Advances. To obtain Cash Advances with the Business Credit Card, you must:

- complete and send to us a Cash Advance enrolment form; and
- provide us with proof of identification as required by law.

We will then send you a PIN and our Business Credit Card Cash Advance Facility Conditions of Use. You cannot obtain Cash Advances with the Business Credit Card without that PIN.

Limit on Cash Advances. You may access a percentage of your Credit Limit (as set out in the Financial Table) by way of Cash Advances, subject to your available credit. We may vary that percentage from time to time. Other transaction limits for Cash Advances are specified in the Business Credit Card Cash Advance Facility Conditions of Use.

Separate Conditions. You may only obtain Cash Advances subject to our separate Business Credit Card Cash Advance Facility Conditions of Use. They will be sent to you after we receive your Cash Advance enrolment form and proof of identification. By obtaining any Cash Advance you agree to comply with the Business Credit Card Cash Advance Facility Conditions of Use (in addition to these Conditions).

6. Fees and charges

You must pay us the fees and charges shown in the Financial Table and these Conditions, and you authorise us to charge them to the Account, when they are due for payment. These fees and charges are inclusive of goods and services tax, if any.

7. Interest charges

IMPORTANT

Whether interest applies to a Charge (except Cash Advances and Balance Transfers) depends on if you pay the **Closing Balance** shown on each monthly statement paid in full by the **Minimum Payment Due Date**.

If you only pay the **minimum monthly payment** (instead of the **Closing Balance**) interest will apply to all Charges.

Except for Cash Advances and Balance Transfers, you don't pay interest on Charges if, every month, you pay the **Closing Balance** shown on a monthly statement in full by the **Minimum Payment Due Date**.

Interest is always charged on Cash Advances and Balance Transfers, even if you pay the **Closing Balance** shown on a monthly statement in full by the **Minimum Payment Due Date**.

Useful Terms. To help you understand how interest charges work:

Closing Balance means the closing balance shown on a monthly statement.

Minimum Payment Due Date means the date by which you must pay the Minimum Monthly Payment shown on your statement.

Opening Balance means the balance on your Account at the beginning of the statement period.

Minimum Monthly Payment means the minimum amount you are required to pay each statement period.

How we calculate Interest and when it is added to your statement. Any interest on a Charge (including Cash Advances and Balance Transfers) applies from the day the Charge is made or from the first day of the statement period in which the Charge is first debited to your Account if that is later than the date of the Charge. Interest is charged until you have paid the outstanding balance on your account in full.

Interest is calculated each day during a statement period on the daily balance of Charges on which interest is payable (taking into account any payments or credit to your Account) at the daily rate (which is

the Annual Percentage Rate divided by 365). The total interest for the statement period is then debited to your Account and will appear on your statement as a Charge on the last day of the statement period.

When is interest charged? The following diagram explains when interest is payable on your Account. This depends on whether the Closing Balance shown on a statement is paid in full on both the current and previous statements. Even if you don't pay the Closing Balance in full, any part payment or minimum monthly payment you make will have the effect of reducing the daily balance of Charges and therefore the interest payable on your Account.

<i>Did you pay the full Closing Balance shown on your previous statement by the minimum payment due date?</i>	<i>Will you pay the full Closing Balance shown on your current statement by the minimum payment due date?</i>	Then, on your next statement, you will be charged interest on:
Yes	Yes	<ul style="list-style-type: none"> • New Cash Advances and Balance Transfers only.
Yes	No	<ul style="list-style-type: none"> • Opening balance; and • each new Charge shown on your current statement; and • each new Charge, Cash Advance and Balance Transfer shown on your next statement.
No	No	<ul style="list-style-type: none"> • Opening balance; and • each new Charge, Cash Advance and Balance Transfer shown on your next statement.
No	Yes	<ul style="list-style-type: none"> • Cash Advance and Balance Transfer shown on your next statement; and • Opening balance and each new Charge, until the full Closing Balance shown on your current statement is paid in full.

8. Monthly statement

Monthly statements. We will send you once a month a statement for each statement period during which there is any activity or balance outstanding on your Account. The statement will, amongst other things:

- identify purchases, Cash Advances, Balance Transfers, fees and all other Charges, payments and credits to your Account during the statement period;
- disclose the interest charge, statement date, opening balance, new Charges, credits, closing balance, Credit Limit, credit available at statement date, minimum payment due and its due date; and
- disclose any overdue amounts or Over Limit Amounts.

The time between successive monthly statements will vary depending on the number of business days in the month.

If you discover an error. You must notify us in writing of any omission or error on the statement as soon as possible. Refer to Section 23 of these Conditions for details on how to notify us.

Dates and adjustments. Even though we process a debit or credit on the Account on a certain date, it will take effect on the date we assign to that debit or credit to be consistent with these Conditions. To reflect your and our legal obligations, we may then adjust debits and credits to the Account and make consequential changes.

9. Minimum payment and other payments

You must pay us the minimum payment, overdue amounts and Over Limit Amounts shown in each monthly statement. We calculate the minimum payment as set out in the Financial Table.

Payment due date. The minimum payment due date is shown on the statement. Overdue amounts and Over Limit Amounts must be paid to us immediately after you receive the statement (even though the minimum payment is due later). Failure to pay an amount when due may be a default of the Account under Section 29.

Minimum payment options. You may, if you wish:

- pay us more than the minimum payment;
- pay us the minimum payment before it is due (including by making a number of partial payments).

Section 20 says how payments may be made.

10. Balance Transfers

Your request. You or a Supplementary Business Credit Cardmember may request us to transfer the outstanding balance of a Credit Card Account with another financial institution to your Account. However, we may refuse a Balance Transfer request at our discretion. If we agree to a Balance Transfer request:

- you irrevocably authorise and direct us to charge your Account and to pay to that other financial institution the amount required to pay out the outstanding balance; and
- we will debit your Account with that amount and make payment to the financial institution.

Balance Transfers are not treated as a Cash

Advance. A Charge to the Account for a Balance Transfer is not treated as a Cash Advance under Section 5 of these Conditions. This means Balance Transfers will not be included in the calculation of the limit on Cash Advances under Section 5 of these Conditions.

Maximum number of transfers. You may make a maximum of twelve Balance Transfers to your Account within any 12 month period.

Balance Transfer Conditions apply and will be provided to you on application.

11. Cancellation of a Business Credit Card

Cancellation by us. We can cancel your right to use the Business Credit Card at any time, with or without cause and without prior notice, but we will inform you of this. We may list cancelled Business Credit Cards in our 'Cancellation Bulletin' and otherwise inform Merchants of cancellation.

Cancellation by you. You may at any time cancel the Basic Business Credit Card and all Supplementary

Business Credit Cards. If you request us to cancel a Supplementary Business Credit Card, you must immediately notify the Supplementary Business Credit Cardmember of your cancellation request.

Cancellation by Supplementary Business Credit Cardmember. A Supplementary Business Credit Cardmember may at any time cancel the Supplementary Business Credit Card.

How to cancel a Business Credit Card.

A cancellation of a Business Credit Card by you or a Supplementary Business Credit Cardmember will not take effect until we receive both:

- written notice of the cancellation; and
- the pieces of that Business Credit Card cut in half. You will be liable for all Charges made with the Business Credit Card until we receive it from you cut in half. If you ask us to cancel a Supplementary Business Credit Card, you will still be liable for all Charges made with that Supplementary Business Credit Card until we receive that Supplementary Business Credit Card cut in half.

Your obligations after cancellation. If a Business Credit Card is cancelled for any reason you must:

- ensure that all use of the Business Credit Card stops; and
- cut it in half and return both halves to us at once or hand it over to any Merchant which requests it, or to any third party we nominate;
- continue to make all payments that become due on the Account under these Conditions.

If the Basic Business Credit Card is cancelled for any reason, all Supplementary Business Credit Cards will automatically be cancelled at the same time. You will be responsible for cancelling any authorities given to third parties to debit the Account (such as to make monthly debits for life insurance). We take no responsibility for cancellation of those authorities.

Reinstatement of a cancelled Business Credit Card.

If we reinstate a cancelled Business Credit Card, then these Conditions will continue to apply to your use of the Business Credit Card, subject to Section 25 of these Conditions.

12. Suspension

Our rights. We can suspend your right to use the Business Credit Card (including any Supplementary Business Credit Card) for any reason (even if the Account is not in default) and without prior notice, but we will inform you of this.

Consequences of suspension. You must ensure that a suspended Business Credit Card is not used until such time as arrangements satisfactory to us have been made for payment of outstanding Charges. During a suspension, we do not lose any of our rights under these Conditions or at law, and your obligations under these Conditions continue. These same Conditions will continue to apply if and when a suspension is lifted.

13. Use of the Business Credit Card

Each Business Credit Card remains our property at all times. You may only use the Business Credit Card within the validity dates shown on its face. On expiry of the Credit Card, you must destroy it immediately.

Permitted uses. You can use your Business Credit Card at any Merchant directly or at any ATM displaying the American Express Card's logo.

You may use your Account number at any Merchant by mail, telephone order or through the internet to pay for goods or services.

Prohibited uses. You must not:

- give the Business Credit Card or your Account number to others or allow them to use it for Charges, identification or any other purpose;
- use the Business Credit Card to purchase anything for the purpose of resale, except with our prior agreement.
- return any goods, tickets or services obtained with the Business Credit Card for a cash refund (except to a Merchant for credit to your Account, if that Merchant agrees or is obliged to do so);
- use the Business Credit Card to obtain cash from a Merchant for a transaction recorded as a purchase;
- obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Business Credit Card;

- use the Business Credit Card if a petition for your bankruptcy is issued (unless the petition is no longer in force), or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement;
- use the Business Credit Card if it is found after having been reported as lost or stolen;
- use the Business Credit Card if it has been suspended or cancelled; or
- use the Business Credit Card for an unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia or any other country where the card is used or where the goods or services are provided.

14. Authorisation

We may require Charges to be authorised by us before they are accepted by a Merchant. We may refuse authorisation for any Charge without cause or prior notice, even if the Account is not in default. We will not be liable to you or anyone else for any loss or damage resulting from our refusal to authorise a Charge.

15. Lost, stolen or misused Business Credit Cards or Codes

Notify us immediately. You must notify us immediately, by telephone or otherwise, if:

- a Business Credit Card and/or Code is lost or stolen;
- a renewal Business Credit Card has not been received; or
- you suspect that the Business Credit Card and/or Account is being used by someone else.

If calling within Australia, you can call us 24 hours a day on **1300 363 687**. If you are overseas, report your loss or theft to the nearest American Express Travel Service location.

If you notify us by telephone, please keep a record of the date and person to whom you spoke, and confirm the notification to us in writing. It is important for both your protection and ours that we have evidence of notification of lost, stolen or misused Business Credit Cards or Code.

If a Business Credit Card reported lost or stolen is later found, you must cut it in half and return the pieces to us.

Liability for unauthorised Charges. Provided that neither you, the Business nor any Supplementary Business Credit Cardmember contributed to, was in any way involved in, or benefited from the loss, theft or misuse of the Business Credit Card:

- you will not be liable for any unauthorised Charges after we receive notice from you; and
- your maximum liability for unauthorised Charges made is \$50 (except where you have unreasonably delayed in notifying us, in which case you will be liable for the full amount of the Charges).

16. Billing address

You must notify us immediately of any change in your name and/or billing address or the names of any Supplementary Business Credit Cardmembers.

17. Taxes and duties

You must pay any government tax, duty or other charge imposed by law in any country in respect of the Business Credit Card, your use of it, any Charge or any other transaction on the Account.

We may charge to your Account in advance the full amount or a reasonable part of that tax, duty or other charge (as determined by us) except as prohibited by law.

18. Enforcement expenses

You will pay us our reasonable costs that are reasonably incurred by us in recovering or attempting to recover Charges from you or otherwise enforcing our rights under these Conditions, including legal fees on a solicitor/client basis, except as prohibited by law.

19. Foreign currency charges

If you make a Charge in a currency other than Australian Dollars, that Charge will be converted into Australian Dollars. The conversion will take place on the date the Charge is processed by American Express,

which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Australian Dollars. If the Charge is in U.S. dollars, it will be converted directly into Australian 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 conversion commission as specified on your Financial Table. If Charges are converted by third parties prior to being submitted to us, any conversion made by those third parties will be at rates selected by them.

20. Payments

How to make payments. Payments may be made by any of the methods set out in your statement. If paying by mail, allow 7 days for the payment to reach us. We may apply your payments to any amounts debited to your Account in any order we choose. Payments to your Account will be applied first to Balance Transfers.

Currency of payment. You must always pay us in Australian Dollars. If we agree to accept payment in another currency:

- we shall convert your payment to Australian Dollars at our rates and credit it to your Account; and
- you must pay the currency conversion fee specified in the Financial Table.

21. 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.

22. Dishonoured payments

Dishonoured payments. These occur if:

- we receive a cheque, draft or other payment instrument from or for you which is not honoured in full; or
- you pay us through the Direct Debit option and our debit to your account with a financial institution is not honoured in full.

Consequences of a dishonour. For each dishonoured payment, you must pay to us:

- the dishonoured amount; plus
- interest charged on the dishonoured amount under Section 7; plus
- our reasonable collection costs and legal fees that are reasonably incurred by us, as permitted by law.

You agree that the dishonour fee specified in the Financial Table is a reasonable cost in the above circumstances. Under Section 29, a dishonoured payment may also be a default of the Account.

23. Complaints and problems with statements or purchases

What you should do. If you have a complaint or any problem with your monthly statement, please contact us at once and we will do our best to resolve your problem. If you are aware of any unauthorised or fraudulent transaction you must tell us as soon as you discover the transaction.

If calling within Australia you can call us 24 hours a day on **1300 363 687**. If overseas, contact any American Express Travel Service office. 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 agree that if requested to do so you shall provide us with written confirmation in relation to your claim of unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official Police report.

By reporting the existence of unauthorised Charges, you agree to allow American Express 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.

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

Investigating complaints. Unless we advise you in writing of any exceptional circumstances, our investigation of a complaint should be completed within 45 days of receiving details from you. We will advise you of the outcome of the investigation and the reasons for the outcome. If the outcome is that there has been an incorrect debit or credit to the Account, we will adjust the Account accordingly (including any interest charges) and advise you of the adjustment.

Our responsibility. Except as required by law, we are not responsible for goods or services charged with the Business Credit Card, or if a Merchant refuses to accept the Business Credit Card. Merchants may impose their own additional restrictions on using the Business Credit Card, and we are not responsible for this. You must raise any claim or dispute directly with the Merchant concerned, and, subject to any law to the contrary, you may not withhold payment from us because of such claim or dispute.

Subject to applicable law you agree that if we fail to carry out any of our obligations in connection with your Business Credit Card Account or your use of the Business Credit 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.

24. Automatic Card renewal

You request us to issue you and any Supplementary Business Credit Cardmembers with a renewal Business Credit Card whenever the current Business Credit Card expires. You must pay any applicable Business Credit Card fees when we bill you, until you notify us not to issue a renewal Business Credit Card.

25. Replacement and renewal cards

A new credit contract is not formed on the issue of a replacement or renewal Business Credit Card. The credit contract between you and us for the Business Credit Card and the Account remains in force.

New Conditions. If new Conditions do not accompany a replacement or renewal Business Credit Card then these Conditions apply to your use of that Business Credit Card. If new Conditions accompany that Business Credit Card, those Conditions apply as a change to these Conditions after we notify you of that change as required by law (see Section 31).

26. Exchange control, tax and anti-money laundering

You must comply with all applicable exchange control and tax laws governing the use of the Business Credit Card. You indemnify us against our loss or liability as a consequence of your failure to comply with these laws.

It is an offence under the Financial Transaction Reports Act 1988 (Cth) to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where we have reasonable grounds to suspect that such a Transaction(s) has occurred on the card Account, we are obliged to complete and render a suspect transaction report to the Federal Government (AUSTRAC).

27. Instalment purchases

If you use the Business Credit Card to buy goods or services requiring regular or Instalment payments, such as insurance, you:

- authorise us to pay the instalments for you when due; and
- must pay us for the instalments when we bill you.

We will stop paying those instalments if:

- you send to us and to the person receiving them (such as an insurance company) written notice requesting us to stop paying them; or
- the Business Credit Card is suspended or cancelled.

28. We may pursue your rights against a Merchant

If a Merchant does not provide you with the goods and services purchased by use of the Business Credit Card, we may at our discretion credit your Account for the amount charged. If we do so, you appoint us your attorney to pursue any rights you may have against the Merchant, in your name but at our cost. Those rights include voting and proving your debt in any insolvency or administration of, or commencing any proceedings against, the Merchant. You agree to assign those rights to us on demand.

29. Default

When the Account is in default. We may treat your Account as being in default if:

- you fail to pay us any amount when it is due;
- you incur or attempt to incur Charges beyond your Credit Limit;
- you fail to comply with these Conditions;
- your cheque or other payment instrument or a Direct Debit to your bank account is not honoured in full;
- any statement made by you to us in connection with your Account or Business Credit Card is false or misleading;
- you breach any other agreement that you may have with us;
- a petition for your bankruptcy is issued; or
- any other creditor seizes, or attempts to seize, any of your property.

Our rights after default. If your Account is in default we may (after giving you any notice required by law):

- require you to pay us immediately all sums outstanding on your Account and any other amounts which become payable by you under these Conditions; and/or
- cancel all Business Credit Cards issued on your Account (see Section 11). On payment of all the amounts required above the contract for use of the Business Credit Cards and the Account will be terminated without the need for further notice.

Our enforcement expenses. If your Account is in default, you must pay our enforcement expenses (see Section 18).

30. Privacy and personal information

The *American Express Privacy Policy Statement* sets out policies on management of personal information. In accordance with the Privacy Act, you can access personal information about you held by American Express Australia Limited and advise if you think it is inaccurate, incomplete or out-of-date.

To arrange access to personal information about you, or to request a copy of the American Express Privacy Policy Statement or to enquire generally about privacy matters, write to: The Privacy Officer, American Express Australia Limited, 175 Liverpool Street, GPO Box 1582, Sydney NSW 2001.

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 Business Credit 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):

- **Information from credit reporting agencies.** Obtain credit reports about you from credit reporting agencies to assess your application 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 before, during or after providing credit to you. This includes, but is not limited to:
 - that you applied for a Business Credit Card and the Credit Limit, and that we are a credit provider to you;
 - advice about Business Credit Card payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue);
 - advice that cheque(s) drawn by you, or direct debit requests to your bank account which you have authorised us to make, which are more than \$100 have been dishonoured more than once;
 - our opinion that you do not intend to meet your credit obligations (or that you have committed some other serious credit infringement);
 - that credit provided to you has been paid or otherwise discharged.
- **Credit providers.** Exchange personal information with credit providers named in your application for the Business Credit 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 Business Credit 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 Business Credit Card Account where you are in default with other credit providers;
 - approving or declining a transaction you wish to make with the Business Credit 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 Business Credit Card.

- **Collection agent.** If you are in default under the 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 Business Credit Card or on the Business Credit Card for marketing, planning, product development and research purposes and seek from and exchange with such organisations personal information about you.
- **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 staff training and service quality control purposes.

Invitation. You invite us and our agents and our preferred alliance organisations (including insurance companies) to use your personal information for marketing purposes. This includes contacting you by telephone, mail or e-mail to discuss and agree any purchases of goods or services from an American Express company or our products and of any third party providing products jointly marketed with American Express. Please call us on 1300 363 687 if you want to withdraw this invitation and remove your name from marketing lists.

31. Changing these conditions and the Financial Table

Our rights. We may change these Conditions or the Financial Table at any time by giving you notice in writing or by newspaper advertisement as required by law.

Examples of changes. Without limiting the things we may change, we may replace or add to these Conditions and the Financial Table, and may change:

- the Annual Percentage Rate;
- the method of calculating the minimum repayment;
- the frequency or time for payment of any repayments;
- the amount of any credit fee or charge, or impose a new credit fee or charge;
- the frequency or time for payment of any credit fee or charge;
- the Credit Limit;
- the method of calculating or debiting interest.

Changes to the Annual Percentage Rate. If we increase the Annual Percentage Rate, we shall notify you in writing or by newspaper advertisement on or before the date of the increase. If we decrease the rate, we will notify you in your next statement.

Your rights. If you do not wish to accept any change to these Conditions you may cancel the Business Credit Card by cutting it in half and returning both halves to us. We will then refund a portion of any annual fee that has been paid. You will still be liable for all Charges incurred (see Section 11 for cancellations).

32. Notices

Subject to any other period imposed by law, you will be deemed to have received any notice we give you under these Conditions seven days after we send it, unless you actually receive it earlier. We may send any notices to you at your last billing address as shown on our records.

33. No waiver of our rights

Our forbearance, delay or failure to exercise any power or right under these Conditions does not waive that power or right. A single or partial exercise of a power or right does not prevent a further exercise of that or any other power or right.

34. Assignment

We may assign any of our rights under these Conditions to any third party at any time without your consent.

35. Evidence

You agree that, unless proved incorrect:

- a Charge shown in any voucher or Record of Charge given to you by a Merchant is sufficient evidence of that Charge, even if it is not signed by you; and
- a certificate signed by us as to the outstanding Account balance or any other amount on the Account is sufficient evidence of that amount.

36. Governing law

These Conditions are governed by the laws of New South Wales, Australia.



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