

American
Express[®]
Card
Conditions and
Financial
Services Guide

Effective 1 February 2007



Postal Address

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

Lost or Stolen Cards in Australia

Telephone 1300 13 2639

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 13 2639 (in Australia)
Internet: americanexpress.com.au

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Card Conditions

Our Offer

This booklet sets out the respective rights and obligations of you and American Express concerning the American Express Card or the American Express Gold Card or the American Express Platinum Card, as appropriate, offered to you. If you sign the Card or use it to make a purchase, you will be agreeing to these Conditions. These Conditions will govern your use of the Basic Card, any Additional Cards (if applicable), any Supplementary Card and all transactions on your Account. If you do not agree to this, please cut the Card in half and return the pieces to us as soon as possible. Please read and ensure each Supplementary Cardmember reads these Conditions thoroughly.

1. Definitions

As you read these Conditions, please remember that:

References to persons

You, your means the Cardmember specified on the Card.

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

Basic Cardmember means the person who applied for the Account and has asked us to issue one or more Cards.

Merchant means a business or organisation which accepts the Card.

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

Cards

Card means the Basic Card and each Supplementary Card. It also includes all Additional Cards.

Additional Card means a separate Card issued in the name of a Basic Cardmember.

Basic Card means the American Express Card issued to you.

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

Other definitions

Access Method means the use of any one or more of the following items by you to make an Electronic Charge from the Account: Electronic Equipment, Code, Card and Account number. Note: this does not include a method requiring the Cardmember's manual signature, for verification, so does not apply to signed Card vouchers.

Account means your Card account with us for the Basic Card, Additional Cards (if applicable) and all Supplementary Cards.

Charge means a transaction made with the Card or charged to your Account, including a purchase, fees and charges, 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 our Online Services password.

Conditions means these American Express Card Conditions.

Electronic Charge means a Charge obtained using one or more Access Methods at Electronic Equipment.

Electronic Equipment means electronic terminals (eg Automated Teller Machines (ATMs), EFTPOS terminals), computers, televisions and telephones.

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

Unauthorised Electronic Charges means an Electronic Charge not authorised by you. It does not apply to any transaction carried out by you or by anyone performing a transaction without your knowledge and consent.

2. Protect the Card and Codes

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

- each Card is signed by the person to whom it is issued as soon as it is received and before it is used;
- carry it with you whenever you can; and
- regularly check that you still have your 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 Card even if the code is disguised;
- not keep a record of the Code with or near the related 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 Card. In the event of loss or theft of your Card, a thief may be able to obtain your Code from these documents and access your Account.

Your liability for losses in relation to Electronic Charges will be determined under the Electronic Funds Transfer Code of Conduct rather than the above guidelines. We will comply with the Electronic Funds Transfer Code of Conduct.

3. Your liability

If you are the Basic Cardmember, you are liable to us for all Charges on the Basic Cards, any and all Additional Cards (if applicable) and any and all Supplementary Cards issued on the Account. If you are a Supplementary Cardmember, you are jointly and severally liable with the Basic Cardmember for all Charges made with the Supplementary Card bearing your name. You must ensure that all of these Cards are used in accordance with these Conditions. You agree that your Card will be used in a manner consistent with these Conditions.

4. Fees and charges

You must pay us the fees and charges shown in 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.

5. 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, fees and all other Charges, payments and credits to your Account during the statement period;
- disclose the statement date, opening balance, new Charges, credits, closing balance and the payment due and its due date; and
- disclose any overdue 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 Condition 20 for details on how to advise 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.

6. Payment due

You must pay us the full amount of closing balance shown in each monthly statement.

Payment due date. Payments are due and payable to us immediately upon receipt by you of our monthly statement. You will be deemed to have received each monthly billing statement on the seventh day following dispatch by us or upon its actual receipt, whichever is the earlier. Failure to pay an amount when due may be a default of the Account under Section 26.

Section 17 says how payments may be made.

7. Cancellation of a Card

Cancellation by us. We can cancel your right to use the Card at any time, with or without cause and

without prior notice, but we will inform you of this. We may list cancelled Cards in our 'Cancellation Bulletin' and otherwise inform Merchants of cancellation.

Cancellation by you. You may at any time cancel the Basic Card, Additional Cards (if applicable) and all Supplementary Cards. If you request us to cancel a Supplementary Card, you must immediately notify the Supplementary Cardmember of your cancellation request.

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

How to cancel a Card. A cancellation of a Card by you or a Supplementary Cardmember will not take effect until we receive both:

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

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

- ensure that all use of the 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 Card is cancelled for any reason, all Additional Cards (if applicable) and all Supplementary 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 Card. If we reinstate a cancelled Card, then these Conditions will continue to apply to your use of the Card, subject to Section 22 of these Conditions.

8. Suspension

Our rights. We can suspend your right to use the Card (including any Supplementary 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 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.

9. Use of the Card

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

Permitted uses. You can use your Card at any Merchant displaying the American Express Cards logo.

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

Prohibited uses. You must not:

- give the Card or your Account number to others or allow them to use it for Charges, identification or any other purpose;
- use the Card to purchase anything for the purpose of resale;
- return any goods, tickets or services obtained with the 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 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 Card;
- use the 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 pay your Account in full on receipt of your monthly statement;

- use the Card if it is found after having been reported as lost or stolen;
- use the Card if it has been suspended or cancelled; or
- not use the Card for any 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.

10. 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.

11. Lost, stolen or misused Cards or Codes

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

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

If calling within Australia, you can call us 24 hours a day on **1300 13 2639**. 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 Cards or Codes.

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

Liability for Unauthorised Electronic Charges

No Liability. You are not liable for Unauthorised Electronic Charges that:

- are caused by the fraudulent or negligent conduct of our employees or our agents or companies involved in networking arrangements or of Merchants or of their agents or employees;

- are related to any component of an Access Method that are forged, faulty, expired, or cancelled;
- occurred before you received the Access Method (including a reissued Access Method);
- are caused by the same transaction being incorrectly debited more than once to the same Account;
- occur after you have notified us of the loss, theft or misuse of an Access Method or that the security of any Code forming part of an Access Method has been breached.

You will not be responsible for Unauthorised Electronic Charges where it is clear that you have not contributed to the loss.

Cardmember Liable. You are liable for losses resulting from Unauthorised Electronic Charges caused by you:

- engaging in fraud; or
- voluntarily disclosing any of your Codes to anyone;
- selecting, or changing to, a Code that can easily be associated with you or the Supplementary Cardmember such as date of birth, telephone number, etc;
- keeping a record of a Code without making reasonable attempt to disguise it or to prevent unauthorised access to it or in a way that could be lost or stolen with an Access Method; or
- acting with extreme carelessness in failing to protect the security of the Code.

You are also liable for Unauthorised Electronic Charges caused by you unreasonably delaying notification of the misuse, loss or theft of the Card or of a Code. Your liability applies to losses that occur between the time that you should have known about the misuse, loss or theft and the time that the misuse, loss or theft was reported to us. However, you are not responsible for:

- that portion of the losses incurred which would exceed the applicable periodic transaction limits, if any;
- that portion of the losses incurred on an Account that exceeds the available credit of that Account.

Limited Liability. Where a Code was required to perform the transaction and it is unclear whether you contributed to the loss, you are liable for Unauthorised Electronic Charges to the lesser of:

- \$150; or
- the available credit of the Account; or
- the actual loss at the time of reporting the loss, theft or misuse of the Card or Code (excluding that portion that exceeds the periodic transaction limits).

Liability for other unauthorised Charges.

Provided that you did not contribute to, was in any way involved in, or benefited from the loss, theft or misuse of the Card:

- you will not be liable for any unauthorised Charges (that are not Electronic Charges) after we receive notice from you; and
- your maximum liability for unauthorised Charges made (that are not Electronic Charges) 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).

12. Billing address

You must notify us immediately of any change in your name and/or billing address. If that address is outside Australia, we may charge the Overseas Airmail Fee specified in the Schedule.

13. Taxes and duties

You must pay any government tax, duty or other charge imposed by law in any country in respect of the 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.

14. Liquidated damages

If we do not receive full payment of the new Charges billed on your monthly statement by the date of the next monthly statement, the unpaid balance will be identified on your next monthly statement as “Previous

Balance”. If this occurs, you are in default and you agree that we may charge you liquidated damages as specified in the Schedule. Liquidated damages may themselves be included in a Previous Balance in any subsequent statement until paid in full.

15. 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.

16. Foreign currency charges

If you make a purchase 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 Schedule. If Charges 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.

17. 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.

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 Schedule.

BPAY®. Where we identify a discrepancy between the amount received as a BPAY payment and the amount credited to your Account, we will advise you of the difference as soon as possible and the actual amount credited to the Account.

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18. 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.

19. 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 Automatic Payment Plan or Line of Credit activator and our debit to your account is not honoured in full.

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

- the dishonoured amount; 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 Schedule is a reasonable cost in the above circumstances. Under Section 26, a dishonoured payment may also be a default of the Account.

20. 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 13 2639**. 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 or which is the subject of an investigation into the unauthorised Charges to the Police and any other investigative or statutory authority.

You also agree that when requested you shall provide all 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.

Electronic Charges. If the complaint relates to an Electronic Charge, we will provide you with details of the progress of our investigations within 21 days of

receipt of your query. In addition, if the investigation continues beyond 60 days, we will provide you with monthly updates on the progress of the investigation and tell you a date when a decision can be reasonably expected, unless we are waiting for a response from you and you have been advised that we require such a response.

Our Responsibility. 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. Merchants may impose their own additional restrictions on using the 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 and the Electronic Funds Transfer Code of Conduct, you agree that if we fail to carry out any of our obligations in connection with your 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.

21. Automatic Card renewal

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

22. Replacement and renewal cards

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

New Conditions. If new Conditions do not accompany a replacement or renewal Card then these Conditions apply to your use of that Card. If new Conditions

accompany that Card, those Conditions apply as a change to these Conditions after we notify you of that change as required by law (see Section 30).

23. Exchange control, tax and money laundering

You must comply with all applicable exchange control and tax laws governing the use of the 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).

24. Instalment purchases

If you use the 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 Card is suspended or cancelled.

25. 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 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.

26. 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;
- or 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 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 Cards issued on your Account (see Section 7).

On payment of all the amounts required above the contract for use of the 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).

27. Use of cash machines

The Express Cash™ Program is governed by one or more agreements separate from these Conditions.

28. Line of Credit

If you have applied for and been approved by us for a Line of Credit, you must comply with the American Express Line of Credit Conditions. If the Line of Credit is provided by another financial institution, you must comply with your agreement with the financial institution governing the Line of Credit.

29. 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 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 Card and the Credit Limit, and that we are a credit provider to you;
 - advice about 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 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 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 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 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 and services from an American Express company or of any third party. Please call us on 1300 13 2639 if you want to withdraw this invitation and exclude your name from our marketing lists.

30. Changing these Conditions

Our rights. We may change these Conditions at any time by giving you notice in writing or by newspaper advertisement as required by law. If we change the charges payable for transactions or the sections dealing with reporting of and liability for Unauthorised Electronic Charges, we shall give you at least twenty days written notice, except where the change is made for security reasons, or a longer period is required by law.

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

- the frequency or time for payment of any repayments;
- the amount of any fee or charge, or impose a new fee or charge;
- the frequency or time for payment of any fee or charge.

Your rights. If you do not wish to accept any change to these Conditions you may cancel the 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 7 for cancellations).

31. 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.

32. 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.

33. Assignment

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

34. 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.

35. Governing law

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

Schedule

Basic Cardmembership Fee

American Express Card	\$80 per year
American Express Gold Card	\$130 per year
American Express Platinum Card	\$900 per year*

Supplementary Cardmembership Fee

American Express Card	\$45 per year
American Express Gold Card	\$65 per year

* up to 4 Supplementary Cards and 1 Additional Card

For certain products, Cardmembership fees may be varied as indicated on the application form for the Card or in subsequent correspondence.

Liquidated Damages

Liquidated Damages of three per cent (3.0%) per month or \$20, which ever is the greater, will be charged on the Previous Balance, and also on any part of the Previous Balance which remains unpaid at 15 day intervals.

Currency Conversion Fee

2.5% of the AUD equivalent of the foreign currency transaction amount.

Dishonour Fee

\$20 for each dishonour or debit rejection.

Record of Charge Fee

Payable if you or the Supplementary Cardmember requests a copy of an individual charge. \$7 for charges in Australia; \$10 for other charges.

Overseas Airmail Fee

Payable if you have a billing address outside Australia \$5 per year.

(Not applicable to Platinum Cardmembers)

Financial Services Guide

Issued 15 November 2005

This Financial Services Guide is issued by:
American Express Australia Limited (ABN 92 108 952 085)
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Definitions

Throughout this document the following words have special meanings:

“American Express, we, us” means American Express Australia Limited.

“you” means the person to whom this Financial Services Guide has been provided.

Welcome to American Express

This Financial Services Guide (FSG) is designed to help you decide whether to use the financial services we provide and explains:

- the products and services we can offer you;
- how we, and others, are remunerated for the services offered to you; and
- our internal and external complaints handling procedures.

This FSG is one of a number of documents that our representatives may supply to you when we provide financial services to you.

For certain financial products which we offer to you or about which we give you financial product advice, we will give you a Product Disclosure Statement (PDS) for that product. This PDS will assist you in making an informed decision about a particular product and contains a range of general information about the product being offered, including:

- the significant features and characteristics of the product;
- the significant benefits and risks associated with holding the product;
- information about the cost of the product; and
- information about any cooling off rights applicable in relation to the product.

If we provide personal financial product advice, we will also give you a Statement of Advice (SOA). A SOA is a document that records the personal advice we have given to you as well as the information on which that personal advice was based, including information about fees, commissions and any associations which may have influenced the advice.

Customer Instructions

Depending on the financial product or service that we supply to you, you may provide us with instructions verbally, in writing, by facsimile or by other electronic means.

We generally require your signature for verification. However, depending on the product or service, special arrangements may be in place to receive your instructions by facsimile, telephone or electronically. Please refer to the relevant Product Disclosure Statement for each particular financial product for further information.

Products and Services which American Express is licensed to provide

American Express holds an Australian Financial Services Licence. This licence authorises American Express to deal in and provide advice and services in relation to Life risk and general insurance products.

For each of these products we can provide general financial advice. Our general advice does not take into account your personal objectives, financial situation or needs.

American Express generally does not provide personal financial advice.

In addition, American Express also offers the following products which do not meet the definition of a financial product under the Corporations Act (Cth):

- Credit Cards and Charge Cards (personal and business);
- Merchant transaction acquiring;
- Personal lending.

In relation to these services, you will not receive a Product Disclosure Statement and certain other processes contained within this document may not apply.

American Express may offer products of other issuers

If we sell to you products issued by other product issuers, we generally act on behalf of that other product issuer. American Express acts on behalf of other issuers when it sells Life risk insurance and general insurance (including travel insurance).

What remuneration do we receive for providing the financial services?

Third Parties

American Express may receive commissions and other remuneration or benefits for selling financial products on behalf of third parties or for successfully referring a customer of American Express or a related company of American Express to a third party. Details of this remuneration are as follows:

General insurance issued by ACE Insurance Limited	Up to 45% of the premium is received from ACE Insurance Limited
Life risk insurance issued by Prefsure Life Limited	Up to 17% of the premium is received from Transamerica Direct Marketing Australia Pty Ltd

American Express identifies insurance providers and products that may be of interest to some of our Cardmembers. In this role, we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity outside of the country may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

Remuneration or other benefits received by American Express team members

All American Express team members receive a salary. Some team members may also receive commissions or other benefits in addition to their salary. The payment of commissions or other benefits generally arise where team members are engaged in roles which are related to providing advice or selling a financial product or otherwise affiliated with an area of American Express which is involved in the selling of a financial product or service.

American Express team members may receive these commissions or benefits in one or more of the following ways:

- Payments for reaching sales targets generated either by their own sales or through the achievement of sales targets by their team or business unit;
- Payments for each policy opened or for each service provided;
- Payments based on the total value of products sold or volume of sales transacted by an account opened by a team member

Benefits are usually monetary but may also be non-monetary. American Express pays monetary benefits directly to the eligible team member. Non-monetary benefits may include, amongst other things, shares, options, discounted (or pre-paid) travel or accommodation; and gift vouchers.

Payment of benefits to those who refer customers to American Express

American Express may pay to related companies or external parties who refer customers to American Express a commission or other benefit. Such payments could be in the form of a single one-off payment or other benefit or otherwise a payment calculated as a percentage of the total amount of sales generated.

Privacy and Personal Information

American Express is proud of its reputation for, and commitment to, safeguarding information about its customers. The American Express Customer Privacy Principles have been in place for many years and provide a minimum standard, which applies throughout the American Express group of companies worldwide.

In Australia, we adhere to the National Privacy Principles and the Privacy Act 1988 (Cth). A copy of our Privacy Policy Statement is located on our website at <http://americanexpress.com.au/privacy> or may be obtained by contacting us.

Who should you contact if you have a complaint regarding the provision of financial services by American Express?

American Express is committed to customer satisfaction as part of its service philosophy. American Express has established internal procedures to resolve complaints, whilst also being a member of an external dispute resolution scheme.

If you have a complaint about the provision of our financial services, please take the following steps:

- Please direct your complaints, at first instance, to the point of purchase. In the case of complaints regarding general insurance (including travel insurance) or Life risk insurance, please contact the insurance company or their agent directly.
- If your complaint is not satisfactorily resolved within twenty (20) business days, please address your complaint in writing to:

The Complaints Manager
American Express Australia Limited
<name of product>
GPO Box 1582
Sydney NSW 2001.

- American Express makes every endeavour to resolve complaints in a prompt and fair manner, having regard to the law. If however you continue to remain dissatisfied with American Express' decision, you may seek to have your complaint considered by the Banking and Financial Services Ombudsman, an independent, external dispute resolution body. Please note that the Ombudsman will refer you to American Express if you didn't first raise your complaint with us.

You may contact the Ombudsman by the following means:

By Mail: Banking and Financial
 Services Ombudsman
 GPO Box 3
 Melbourne VIC 3001

By Telephone: 1300 78 08 08
By Fax: +61 3 9613 7345
By Internet: www.bfso.org.au

The Australian Securities and Investments Commission also has an Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

Contacting Us

You can contact American Express in the following ways:

By Mail: American Express Australia
 Limited
 <name of product involved>
 GPO Box 1582
 Sydney NSW 2001

Telephone: 1300 13 2639



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