

21. SUBROGATION

If the Merchant does not provide you or the Business with the goods and services purchased by use of the Business Card, we may at our discretion credit the Business Card Account for the amount Charged. If we do so, you by these terms appoint us your attorney to pursue any right you or the Business may have against the Merchant, in your and/or the Business' name but at our cost, including but not limited to voting and proving any insolvency, administration of, or commencing any proceedings against the Merchant. You and the Business agree to assign to us on demand any such rights.

22. RENEWAL CARDS

You and the Business request us to issue you and any Supplementary Cardmembers with a renewal Business Card whenever the current Business Card or Supplementary Card expires, and you and the Business agree to pay the annual Card Fee when we bill you. This renewal arrangement will continue until you tell us to stop and you destroy the current Business Card or you tell us not to issue a renewal Business Card.

23. EXCHANGE CONTROL, TAX & ANTI-MONEY LAUNDERING

You and the Business must comply with any and all applicable exchange control and tax laws governing the use of the Business Card, and you and the Business agree to indemnify us against any consequences 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 Business Card Account, we are obliged to complete and lodge a suspect transaction report to the Federal Government (AUSTRAC).

24. 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Act, you can access personal information about you held by us and advise if you think it is inaccurate, incomplete or out-of-date.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 Card and your conduct of the Business Card 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 the application for issue to you of the Business Card 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:

- the application for you to become a Basic Business Cardmember, and that we are a credit provider to you on the Business Card Account;
- advice about Business Card Account 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 on the Business Card Account has been paid or otherwise discharged.

- **Credit providers** Exchange personal information with credit providers named in the application for the Business 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, the application for you to become a Basic Business Cardmember 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 the Business Card Account where you are in default with other credit providers;
- approving or declining a transaction you wish to make with the Business Card; and
- our administration of the Business Card 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, confirming your or the Business' details with any landlord/mortgagee, accountant, financial adviser or tax agent named in the application for Business Card.

- **Collection agent** If you and/or the Business are in default under these Conditions, 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 the application for the Business Card or on the Business 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 purchase of goods or services from an American Express company or of any third party. Please call us on 1300 132 639 if you wish us to remove your name from our marketing lists.

25. RECURRING CHARGES

If you use the Business Card to buy goods and services such as insurance and subscription services, requiring regular or instalment payments ("Recurring Charges") to a Merchant, you and the Business authorise us to pay such Recurring Charges when due and to pay us for the same when we bill you. Subject to the terms of your agreement with the Merchant, you or the Business may terminate Recurring Charges by giving notice to the Merchant. You and the Business shall be liable for and continue to make payment for Recurring Charges until the Merchant stops billing us, even if you have cancelled or we have suspended the Business Card Account.

26. USE OF CASH MACHINES

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

27. CARD IS OUR PROPERTY

The Business Card remains our property at all times.

28. WHERE BUSINESS IS A TRUSTEE

If the Business is a trustee of a trust:

- these Conditions bind the Business personally and as trustee of that trust;
- you must use the Business Card for business purposes of the trust only; and
- you must ensure that the Business and each beneficiary of the trust signs any additional documents (such as a Beneficiary Consent Form) which we may reasonably require to give effect to the Conditions. You and the Business also represent and warrant to us that:
- the trust is validly formed and any relevant trust document is valid and complies with the law;
- the Business is properly appointed as sole trustee of the trust;

- the Business has always complied, and will comply, with the terms of the trust and its duties and powers as trustee;
- the Business has power to enter into the Conditions and to perform its obligations as trustee of the trust;
- the entry by the Business into the Conditions is for proper trust purposes;
- the Business has a full right of indemnity from the trust assets in respect of all Charges, liabilities and obligations under the Conditions; and
- the Business is entitled to use trust assets to meet any of your or the Business' obligations under the Conditions, ahead of any rights of any of the beneficiaries.

29. CHANGING THESE TERMS AND CONDITIONS

We have the right to change these Conditions at any time. Such changes may include, without limitation, introducing or changing fees for providing you with additional copies of monthly statements or transaction records. We shall notify you and the Business of any change. By keeping or using the Business Card after notification, you and the Business agree to the change. Notice to a Basic Business Cardmember shall count as notice to every Supplementary Cardmember. If you do not accept any change to these Conditions, you may cancel the Business Card by cutting it in half and destroying it. We will then refund a portion of the annual fee. You and the Business will still be liable for all Charges incurred.

30. NOTICES

You and the Business will have been deemed to receive any notice we give you under these Conditions seven (7) days after we sent it, unless you actually receive it earlier.

31. EVIDENCE

You and the Business agree that a certificate signed by one of our officers stating the amount you owe us under these Conditions will be proof of such amount. You and the Business also agree that a copy produced from a microfilm of any document relating to the Business Card Account or produced from data received by us electronically from a Merchant's point-of-sale terminal or from you or the Business, shall be admissible to prove the contents of that document for any purpose.

32. NO WAIVER OF OUR RIGHTS

No forbearance, delay or failure on our part to exercise any power or right under these Conditions waives, reduces or limits that power or right, nor shall any single or partial exercise of such power or right preclude any other further exercise of that or any other power or right.

33. ASSIGNMENT

We may assign any of our rights and obligations under these Conditions without your or the Business' consent.

34. GOVERNING LAW

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

SCHEDULE

Basic Cardmembership Fee

American Express Business Card	\$109 per year
American Express Gold Business Card	\$169 per year

Supplementary Cardmembership Fee

American Express Business Card	\$79 per year
American Express Gold Business Card	\$119 per year

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

Liquidated Damages

Liquidated damages of three percent (3.0%) per month or \$20, whichever 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 a 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.



American Express® Australia Limited

Cardmember Services
GPO Box 1582
Sydney NSW 2001

Lost or Stolen Cards

In Australia
Telephone 1300 366 549

Overseas

Report your loss or theft
to the nearest American Express
Travel Service location

Account Enquiries

In Australia
Telephone 1300 366 549

Please have your Card number ready
and key in when prompted

americanexpress.com.au/business



Small Business Services

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**Effective
1 February, 2007**

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IMPORTANT: Before you use the enclosed Business Card, please read these Conditions thoroughly. If you keep or use the Business Card, you will be agreeing to these Conditions, and they will govern your use of the Business Card. You acknowledge that you will use the Business Card only for business purposes of the Business. If you do not wish to accept these Conditions, please cut the Business Card in half and destroy the pieces as soon as possible.

1. DEFINITIONS
 In these Conditions: **“you”** and **“your”** means the individual whose name is on the enclosed Business Card. If the enclosed Business Card is a Basic Business Card, you are a **“Basic Business Cardmember”**. If it is a Supplementary Card, you are a **“Supplementary Cardmember”**; **“we”**, **“our”** and **“us”** refer to American Express Australia Limited ABN 92 108 952 085; **“Basic Business Cardmember”** means each individual nominated by the Business to be a Basic Business Cardmember; **“Business”** means the business entity (whether a sole trader, partnership, company or other organisation) which has requested issuance of the Business Card and whose name may appear on the Business Card. **“Business Card”** means the enclosed American Express Business Card; **“Business Card Account”** means the joint and several account of the Business and each Basic Business Cardmember with us, in which all Charges are recorded; **“Charge”** means a transaction made or charged with the Business Card, whether or not a Record of Charge Form is signed, and also includes fees, liquidated damages, taxes and all other amounts you, a Basic Business Cardmember or the Business have agreed to pay us or to be liable for under these Conditions; **“Code”** means a Personal Identification Number (PIN) issued by us or selected by you in relation to the Business Card, Express Access telephone code and our Online Services password; **“Merchant”** means a business or organisation which accepts the Business Card; **“Supplementary Card”** means an American Express Business Card issued to an individual other than a Basic Business Cardmember, at the request of the Business and on the Business Card Account.

2. PROTECT THE BUSINESS CARD AND CODES
 For identification and to prevent misuse, you must ensure that:

- each Business 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 Business Card.

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 Card even if the Code is disguised;
- not keep a record of the Code with or near the related Business 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 Card. In the event of loss or theft of your Business Card, a thief may be able to obtain your Code from these documents and access our business Card Account.

3. JOINT AND SEVERAL LIABILITY
 If you are a Basic Business Cardmember, you are jointly and severally liable with the Business and any other Basic Business Cardmember for all Charges on the Business Card Account (including all Charges on the Business Card, each American Express Business Card issued to another Basic Business Cardmember and each Supplementary Card).

If you are a Supplementary Cardmember, you are jointly and severally liable with the Business and each Basic Business Cardmember for all Charges on the Supplementary Card bearing your name.

4. CANCELLATION BY YOU
 If you are a Basic Business Cardmember, you or the Business may at any time cancel the Business Card and any or all Supplementary Cards by written notice to us. If cancelling a Supplementary Card you immediately must notify the Supplementary Cardmember of the cancellation and must ensure that the Supplementary Card is cut in half and destroyed. If you are a Supplementary Cardmember, you may at any time cancel the Supplementary Card issued to you by written notice to us. Any cancellation by you will not take effect until we receive your written notice, and you will continue to be liable (as set out in Clause 3) for all Charges made before the Business Card is cut in half, destroyed and no longer used. It is therefore very important for Basic Business Cardmembers to remember that writing to us to cancel a Supplementary Card is not enough to release the Basic Business Cardmember or the Business from liability for further Charges made by that Supplementary Card; the Basic Cardmember and the Business will only be relieved of that liability when the Supplementary Card is cut in half, destroyed and no longer used. See Sections 5 and 5A below for more on card cancellation.

5. CANCELLATION BY US
 We can cancel your right to use the Business Card at any time, with or without cause and without notice. If we cancel the Card without cause we will refund a portion of the annual fee.

5A. WHAT HAPPENS ON CANCELLATION
 If the Business Card is cancelled for any reason, any and all Supplementary Cards on the Business Card Account will be automatically cancelled at the same time. We may list cancelled Business Cards in our “Cancellation Bulletin” and otherwise inform Merchants of cancellation. If the Business Card is cancelled you must cut it in half and destroy both halves at once. You must hand the destroyed card over to any Merchant which so requests or to any third party as nominated by us. You agree not to use the Business Card after it has been cancelled.

If we cancel the Business Card but it is reinstated without a new Business Card being issued to you, then these Conditions will continue to apply to your use of the Business Card.

6. SUSPENSION
 We can suspend your right to use the Business Card with or without cause and without notice. If we do suspend your Charge privileges you cannot use the Business Card until such time as arrangements satisfactory to us have been made for payments of outstanding Charges. If we do suspend your Charge privileges we shall not lose any of our rights under these Conditions or at law and these same Conditions shall apply if and when such suspension is lifted.

7. USE OF THE BUSINESS CARD
 You may only use the Business Card in accordance with these Conditions within the validity dates shown on its face. You must not give the Business Card or card account number to others or allow them to use it for Charges, identification or any other purposes. If you do so, except on our instructions, you and the Business will be liable for all Charges incurred as a result.

You may use the Card to purchase goods for resale, subject to our credit policy. You must not return any goods, tickets or services obtained with the Business Card for a cash refund, but you may return them to a Merchant for credit to the Business Card Account, if that Merchant agrees or is obliged to do so. You shall not obtain credit to the Business Card Account for any reason other than as a refund for goods or services previously purchased with the Business Card. You must not use the Business Card if a petition for your bankruptcy or for winding-up of the Business may be issued, (unless the petition is no longer in force), or if the Business passes a resolution for its liquidation or the Business has a receiver appointed over any of its assets. You must not use the Business Card (or if applicable, let any Supplementary Cardmember use their Supplementary Card) if you do not honestly expect that the Business Card Account will be able to be paid in full on receipt of the next monthly statement. You acknowledge and agree that we have the right to refuse authorisation for any Charge without cause or prior notice, and that we shall not be liable to you, the Business or anyone else for any loss or damage resulting in such refusal. You may 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.

You and the Business must make sure that each Supplementary Card is used in a manner consistent with these Conditions.

8. LOST, STOLEN OR MISUSED CARDS
 You must notify us in writing at once if the Business Card is lost or stolen, or if a renewal Business Card has not been received or if you suspect that the Business Card is being used by someone else. If you notify us by telephone you must keep a record of the time, date and person to whom you spoke and then confirm such notification to us in writing by a recorded delivery. You will not be liable for any unauthorised Charges made after we receive notice, and in any case your maximum liability for unauthorised Charges shall be limited to \$50.00 PROVIDED that neither you, the Business nor another Basic Business Cardmember has been in any way involved in or benefited from the theft or misuse of the Business Card. It is important for both your protection and ours that we have evidence of notification of lost, stolen or misused Business Cards or Supplementary Cards.

9. LIABILITY FOR CHARGES – IMMEDIATE PAYMENT
 Payment of all Charges is due and payable to us by you and the Business immediately upon receipt of our monthly statement by you or the Business. Each monthly statement of Charges shall be deemed to have been received by you or the Business upon the date of the actual receipt or the seventh day following its despatch by us. You and the Business must pay the full amount shown in the monthly statement immediately on receipt of the statement.

10. BILLING ADDRESS
 You or the Business must notify us in writing immediately of any change in the Business name or billing address. If that address is outside Australia, we may charge the Overseas Airmail Fee specified in the Schedule.

11. TAXES AND DUTIES
 If we have to or will have to pay or reimburse anyone else for any tax, duty or other charges imposed by law in Australia (including Stamp Duty) in respect of the Business Card, your use of it, or any other transaction involving you or the deposit of funds received from the Business Card Account, we may charge you and the Business the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance.

12. DEFAULT
 If you or the Business do not pay the Business Card Account in full by the date of your next monthly statement, you and the Business are in default.

If the Business is a trustee of a trust, the Business will be in default if any of the following events happen:

- the trust is held by a court not to have been properly constituted or you or the Business concede that the trust has not been properly constituted;
- the trust terminates or the beneficiaries of the trust resolve to terminate the trust;
- the Business ceases to hold the trust assets or property in its name or its ceases to be trustee; and
- the Business commits a breach of trust which, in our opinion, is material.

You and the Business agree to notify us in writing immediately if any of the above events happen.

13. LIQUIDATED DAMAGES
 If you and/or the Business are in default under clause 12, you acknowledge that we may suspend or cancel your Charge privileges. If we do not receive full payment of the new Charges billed on your monthly statement by the date of your next monthly statement, the unpaid balance will be identified on that next monthly statement as “Previous Balance”. If this occurs, 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.

14. ENFORCEMENT EXPENSES
 You and the Business must pay us reasonable costs in recovering or attempting to recover Charges from you or the Business, including solicitor’s fees on a solicitor/client basis, except as prohibited by law.

15. OVERSEAS 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 in the 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.

16. PAYMENTS
 You and the Business must always pay us in Australian dollars, in immediately available funds and without set-off, counterclaim, deduction or withholding. If we decide to accept payment in another currency, we shall convert your payment to Australian dollars at our exchange rates and credit it to the Business Card Account.

17. SET OFF
 You and the Business each agree that we may set-off any amounts that you and/or the Business owe to us against any amounts that we owe to you and/or the Business under any agreement.

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. Unless otherwise required by law, we may credit part payments to any of the outstanding Charges on the Business Card as we choose.

19. DISHONOURED PAYMENTS
 If we received a cheque, draft or other payment instrument from or for you which is not honoured in full for any reason, you and the Business agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees, as permitted by law. If you pay us through the Automatic Payment Plan or by a Line of Credit activator and our debit to your account with a financial institution is not honoured in full for any reason, you agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees, as permitted by law. You agree that the Dishonour Fee specified in the Schedule is a reasonable cost in these circumstances.

20. PROBLEMS WITH BILLS OR PURCHASES
 If you have any problem with your monthly statement, please contact us at once and we will do our best to resolve your problem. Pending resolution of the problem, we agree to place a temporary credit on any disputed amount but you and the Business must pay all other Charges. You agree to provide us with a written confirmation or statement regarding your dispute if we so request. If after our investigation of your problem, we determine that you or the Business are responsible for the Charge, and you continue to dispute that determination, we can nevertheless Charge the amount in question to the Business Card Account and if you or the Business fail to pay, we can report your failure to pay such an amount. But if we do so, we will notify anyone to whom we report the matter that you are disputing it. Except as required by law, we are not responsible for goods and services charged with the Business Card, or if a Merchant refuses to accept the Business Card. You must raise any claim or dispute directly with the Merchant concerned, or other third party, and you are not entitled to withhold payment from us because of such claim or dispute.

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.