

American Express®

Credit Card
Conditions,
Financial
Services Guide
and Credit Guide

December 2010



Postal Address

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

Lost or Stolen Cards In Australia

Telephone 1300 13 2639
For Platinum Credit Card – Telephone 1800 059 388

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
For Platinum Credit Card – Call operator-assisted
international collect on +61 2 9271 4011

Account Enquiries

Telephone: 1300 13 2639 (in Australia)
Internet: americanexpress.com.au

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1. Introduction

This document along with the Financial Table make up the agreement for your card account with us (called your *account*). It replaces any previous agreement provided to you for your account. Your use of your account is governed by this agreement.

You, your means the person who applied for this account but does not include a supplementary cardmember.

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

Card means any card or other account access device we issue for the purpose of accessing your account.

Charge means all transactions made using a card or otherwise charged to your account, and includes cash advances, purchases, fees, commissions, interest, taxes and all other amounts you have agreed to pay us or are liable for under this agreement.

Electronic charge means a charge which is initiated by giving an instruction, through electronic equipment (such as an electronic terminal, computer, telephone or ATM) and using a code. This does not include a charge where the principal means of authorising the charge is based on comparing your signature to the signature on the back of a card.

Online account means a secure website where you may access account information.

By using your account (or by signing and keeping, or activating the card), you agree to the terms of this agreement.

Please read this agreement thoroughly and keep it for your reference. You agree that it is your responsibility and you agree to ensure that any supplementary cardmembers are aware of these terms. Please see the “Supplementary Cardmembers” section of this agreement for additional details.

This agreement contains a limitation of liability clause which limits our responsibility and liability. Please refer to the “Limitation of Liability” section of this agreement for additional details.

2. Use of your Card(s)/Codes

To prevent misuse of your account, you must ensure that you and any supplementary cardmembers:

- sign the card in ink as soon as received;
- keep the card secure at all times;
- regularly check that you still have the card in your possession;
- do not let anyone else use the card;
- ensure that you retrieve the card after making a charge;
- never give out your card details, except when using the card in accordance with this agreement; and
- follow any activation process we tell you about, as soon as possible.

To protect your PIN, telephone codes, online passwords and any other codes approved by us to be used on your account (called *codes*), you must ensure that you and any supplementary cardmembers:

- memorise the code;
- destroy our communication informing you of the code (if applicable);
- do not write the code on the card;
- do not keep a record of the code with or near the card or account details;
- do not tell the code to anyone;
- if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the code when entering it into an Automatic Teller Machine (called *ATM*) or other electronic device.

Your liability for losses arising from failing to protect your codes will be determined in accordance with the Electronic Funds Transfer Code of Conduct (*EFT Code*) rather than the above guidelines. We will comply with the EFT Code. See the section “Liability for unauthorised charges” for more details.

Permitted Uses

You may use your account, subject to any restrictions set out in this agreement, to pay for goods and services from merchants who accept the card (called *merchants*). Here are some examples:

- using your card to pay for goods and services by presenting the card to a merchant and complying with their request to sign or enter a code; and
- using your card or the account to pay for goods and services ordered from a merchant by telephone, internet or mail.

If we agree, you may also use your account to obtain cash advances. For example, you may obtain cash advances at any ATM that accepts the card.

If we agree, you may be permitted to transfer balances to your account. For example, we may permit you to transfer balances from cards issued by other financial institutions by using our telephone or online services.

If permitted by the merchant, you may return to the merchant goods or services obtained using your account and receive a credit to your account.

Prohibited Uses

You must not:

- give your card or account number to others or allow them to use your card or account for charges, identification or any other purpose;
- return goods or services obtained using your account for a cash refund;
- use your card to obtain cash from a merchant for a charge recorded as a purchase;
- obtain a credit to your account except by way of a refund for goods or services previously purchased on your account;
- use your account if you are bankrupt or insolvent or if you do not honestly expect to be able to pay your minimum payment on your next statement;
- use your card if you find or recover it after having been reported to us as lost or stolen;

- transfer balances from another account with us to pay your account;
- use your account if your card has been suspended or cancelled or after the valid date shown on the front of the card; or
- use your account 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.

It is your responsibility to ensure that there is no prohibited use of your account by you and any supplementary cardmembers. You will be responsible for any prohibited use of your account even if we did not prevent or stop the prohibited use.

3. Credit Limit

We will at our discretion and in compliance with applicable law, decide and inform you of the *credit limit* applicable to your account which is the maximum amount which can be outstanding on your account at any time (including use by any supplementary cardmembers).

You agree to manage your account so that the outstanding balance (including interest and fee charges) on your account does not exceed the credit limit. However, we may approve charges that result in your balance exceeding your credit limit (*an over limit amount*). This does not constitute an increase in your credit limit. If you have an over limit amount, an overlimit fee is payable as set out in the Financial Table and, if requested, you must immediately pay to us all amounts that exceed the credit limit.

Changes by you: You may request, and we may agree, in our discretion and subject to you providing the information we request, to increase your limit at any time. You may request, and we will agree to reduce your credit limit at any time.

Changes by us: You acknowledge that we may reduce your credit limit at any time. We will give you notice of such a reduction as soon as reasonably practicable.

4. Balance Transfers

From time to time we may promote balance transfers. When we do, we will specify the terms and conditions that apply. If we agree to your request for a balance transfer, then:

- where you are transferring a balance from another financial institution we will charge the amount of the balance transfer to your account and pay the other financial institution;
- you cannot stop payment of a balance transfer once requested.

Please note the following:

- you cannot transfer balances between your American Express accounts using a balance transfer;
- we reserve the right to refuse a balance transfer request even if your account is not in default;
- you must comply with any additional terms and conditions that we provide to you.

5. Statements

We will send you statements of account (called *statements*) periodically. We will normally send you a statement once every month. Each statement will show important information about your account, such as the outstanding balance on the last day of the statement period (called the *closing balance*), the minimum payment due, the minimum payment due date and will include charges made by you and any supplementary cardmembers. If your account is seriously overdue or inactive or the balance is less than \$10 or in credit, we may stop sending you statements.

Always check each statement for accuracy and contact us as soon as possible if you need more information about a charge on any statement.

If you have a complaint or problem with your statement or any charge on it, inform us immediately but in any event within 30 days of the statement date. If we request, you agree to promptly provide us with written confirmation of your complaint or problem.

If you enrol in online statements you agree that we may stop sending paper statements. You agree that any specific terms about online statements that we provide to you will apply and form part of this agreement.

6. Minimum Payment

You agree to pay us at least the minimum payment requested by the due date shown on your statement. If we request, you also agree to pay us any over limit and overdue amounts immediately.

If you do not receive a statement in any month, for example as a result of postal delay or interruption, you must contact us to check what minimum payment is due and the due date.

The minimum payment is set out in the Financial Table.

You can always pay us (i) more than the minimum payment; (ii) before the due date; (iii) more often than once a month; or (iv) the outstanding balance at any time.

Please note that a credit to your account for example as a result of return of goods to a merchant or a service fee credit, does not constitute a payment to your account and does not satisfy the requirement to pay the minimum payment due.

7. Fees

The fees and commissions that apply to your account are set out and described in the Financial Table. You agree to pay these fees and commissions and you authorise us to charge them to your account when due.

8. Right to Change Fees and Commissions

We reserve the right to change the circumstances in which any of the fees or the currency conversion commission on your account are charged and the amount of those fees or commission. We will provide notice of any change as set out in the “Changes” section of this agreement.

You agree that we may impose additional fees and commissions at any time by giving you notice as set out in the “Changes” section of this agreement.

9. Liability

You are liable and promise to pay to us when due all amounts outstanding on your account which includes paying:

- charges on all cards issued to you and to any supplementary cardmembers even if there was no signature or card presented (including telephone, internet and mail orders) and even after cards have been cancelled and this agreement has been ended;
- charges made by any other person if you or any supplementary cardmember allowed them to use your account;
- charges made in breach of this agreement or fraudulently by you or permitted by you or any supplementary cardmember; and
- unauthorised charges related to a lost or stolen card or code being used by an unauthorised person under the circumstances set out in the “Lost and Stolen Cards and Misuse of Your Account” section of this agreement.

Supplementary cardmember not liable

You authorise any supplementary cardmember to use your account and acknowledge and agree that the supplementary cardmember is an authorised user of your account but does not have an account with us and is not liable to us for any charges to your account.

10. Payments

Payments may be made by any of the methods set out in your statement. You must also comply with any instructions and requirements regarding payments as set out in your statement or that we otherwise provide you.

You must pay us in Australian Dollars. Payments will not be credited to your account until received and cleared by us. Any time periods that we may provide are estimates only. Please make sure that you allow sufficient time for us to receive and clear payments by the payment due date even if the payment due date falls on a weekend or holiday. This includes mailing time for payments sent by mail and processing time for payments made using payment services offered by participating financial institutions (which you should

check with the financial institution). We are not responsible for any delays in receiving payments and you must pay any interest or charges which may apply. If you choose to pay by direct debit, you agree that any specific terms that we provide to you at enrolment will apply and form part of this agreement. Third parties involved in the sending or processing of payments such as postal authorities or financial institutions are not our agents and their receipt of a payment will not be considered a payment received by us.

We do not have to accept payments that do not conform to our requirements. If we accept payments that do not conform to our requirements (for example, a payment made in a foreign currency), the payment may be delayed and will not be credited to your account until it is converted into the required form. We may charge your account for any costs we incur and we may impose additional charges for converting payment including the currency conversion commission as specified in this agreement.

If we accept late or partial payments or any payment described as being in full or in settlement of a dispute, we will not lose any of our rights under this agreement or the law including the right to recover the full balance owing.

Payments for your account must be sent separately from payments to any other account. If multiple payments are sent together or if you do not clearly designate your account to be paid, we may apply payments to any account at our sole discretion.

Although we may credit your account for a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.

If you do not make your payment as required or if there is a dishonoured payment, we may consider your account in default under the “Default” section of this agreement.

11. Allocation of Your Payments

We will apply payments to your account in the following order:

- overdue amounts collections then recovery fees;
- interest;

- late, over limit then dishonoured payment fees;
- annual membership fees (if payable);
- other fees for services provided by us that appear as a separate item on your monthly statement, for example, statement reprint fees;
- consumer credit insurance premiums;
- balance transfers;
- other amounts that have appeared on your monthly statement; and
- any amounts that have not yet appeared on your monthly statement.

Within any category of items, we apply payments first to the item with the lowest interest rate or, for items on the same interest rate, first to the oldest item.

12. Interest

Each time you or any supplementary cardmember charge purchases, cash advances, balance transfers and other charges to your account, we make a loan to you

How do you receive an interest grace period for purchases?

Interest will not be charged on purchases and you will have an interest grace period for purchases of the number of days set out in the Minimum Payment section in the Financial Table from the *statement date* on your statement to the payment due date (*due date*) or as otherwise notified to you if every month we receive payment in full by the due date.

Payment in full is identified as the *closing balance* on your statement and is made up of all charges to your account (including purchases, cash advances, balance transfers) up to end of the statement period.

Interest on purchases

If we do not receive payment in full of all charges by the due date shown on your current statement, you will lose your interest grace period for purchases. In that case, you will be charged interest on all purchases shown on that current month's statement and if we do not receive payment in full by the next statement date you will also be charged interest on all new purchases

shown on your next statement. Any partial payment of your balance will have the effect of reducing the interest payable on your account.

How do you regain an interest grace period on purchases?

Once we receive payment in full of the closing balance, your interest grace period on purchases will be reinstated. However, you will still be charged interest on all billed and unpaid purchases and you will also be charged interest on any new unbilled purchases that are made up until the date that we receive payment in full. These additional interest charges will appear on your next statement. Once we have received payment in full, any new purchases after that payment was received and credited to your account will not be subject to interest so long as next month we receive payment in full by the due date.

Interest on cash advances and balance transfers

Interest is *always* charged and there is no interest grace period for cash advances and balance transfers, even if we receive payment in full by the due date. If you have a billed and unpaid cash advance or balance transfer you will also lose your interest grace period for purchases and interest will apply as noted above.

Interest on other charges

Fees and billed interest are included in the balance on which interest is calculated. Interest is charged on fees and billed interest in the same way (including a grace period) as set out under the heading “Interest on purchases” above, except for cash advance fees. Interest is always charged and there is no interest grace period for cash advances fees in the same way that interest is charged on cash advances.

How do we calculate interest and when is it added to your statement?

Interest on purchases: Any interest on a purchase applies from and including the day it is made (also referred to as the transaction date on your statement), or from the first day of the statement period in which the charge is first debited to your account, if that is later, until the day we receive payment in full and credit your account.

Interest on cash advances and balance transfers:

Any interest on a cash advance or balance transfer applies from and including the day it 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, until the day we receive payment in full and credit your account.

Interest on other charges: Any interest on a fee applies from and including the day the fee is first posted to your account until the day we receive payment in full and credit your account. Any unpaid balance outstanding on your account at the beginning of the statement period (called the *previous balance*) includes billed but unpaid interest charges.

Interest is calculated each day during a statement period on the daily closing 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 interest rate divided by 365). We add together the interest charges for each day and the total interest for the statement period is then charged to your account and will appear on your statement on the last day of the statement period identified as “*interest charge*”. If different interest rates apply to different parts of the balance on your account, we will separately calculate each daily closing balance and interest in the same manner. Daily closing balances with a credit balance are treated as zero (0).

What interest rates apply to your account?

We charge interest at the annual percentage rate or rates (called *interest rate*) set out in the Financial Table. The interest rate(s) applicable to a billing period will be set out on your statement.

13. Charges Made in Foreign Currencies

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 us, which may not be the same date on which you made your charge as it depends on when the charge was submitted to us. 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 set out in the Financial Table or as otherwise disclosed by us. If charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a commission selected by them.

The amount of any refund of a charge in a foreign currency will generally differ from the amount of the original charge because:

- (a) in most cases, the rate applied to any refund will differ from the original rate applied to the charge; and
- (b) any currency conversion commission charged on the original purchase is not refunded. However, we do not charge an additional currency conversion commission on the refunded amount.

14. Supplementary Cardmembers

At your request, we may issue a card on your account to another person (called a *supplementary cardmember*). Supplementary cardmembers must be aged at least 18 years. We may limit the number of supplementary cards issued on one account. We generally do not provide copies of agreements, statements, notices and other communications to a supplementary cardmember.

Please see the “Liability” section of this agreement regarding the liability of a supplementary cardmember for charges made by that supplementary cardmember.

You agree and are responsible to ensure that each supplementary cardmember reads, understands and complies with this agreement including the Financial Table and any notices and other communications that we may send to you.

To cancel a supplementary card, please see the “Default/Closing Your Account” section of this agreement.

15. Cash Advances

If we permit you to obtain cash advances with your card, then:

- you must obtain a code to access ATMs that accept the card;
- we may impose limits and restrictions on cash advances such as the amount of the credit limit available by means of cash advances and minimum and maximum limits that apply to cash advances for each transaction, day, statement period or otherwise;
- participating financial institutions and ATM operators may also impose their own limits and restrictions on cash advances such as limits on the number of cash advances, the amount of each cash advance and access to and available services at ATMs;
- we reserve the right, without cause and without providing any prior notice to you, to terminate your access to ATMs, even if your account is not in default. We will give you notice of such termination as soon as reasonably practicable;
- fees apply as set out in the Financial Table and the ATM provider may also charge a fee; and
- you must comply with any additional terms and conditions that we provide to you.

16. Recurring Charges

You or a supplementary cardmember may authorise a merchant to bill your account at regular intervals for goods or services (called *recurring charges*). Here are some important things that you need to know about recurring charges and your account.

Replacement Cards and Cancelled Cards

A replacement or new card (called a *replacement card*) may be issued to you if your card is lost, stolen, damaged, cancelled, renewed or switched to a different card type. Your card may also be cancelled or no

further charges permitted without a replacement card being issued (called a *cancelled card*).

In order to avoid potential disruption of recurring charges and the provision of goods or services by the merchant in the case of a replacement card or cancelled card, it is always your responsibility to contact the merchant and provide replacement card information or make alternate payment arrangements. You agree to be responsible for any recurring charges that may continue to be charged to your account from a card that has been replaced or cancelled.

Recurring charges may be automatically charged to a replacement card without notice to you.

Please note that we do not normally provide replacement card information (such as card number and card expiry date) to the merchant.

Stopping Recurring Charges

To stop recurring charges being billed to your account, you must have the right to do so by law or under your arrangement with the merchant and you must advise the merchant in writing or in another way permitted by the merchant, to stop billing charges to your account.

Our Enrolment Services

If we permit, you or a supplementary cardmember may authorise us or our agent to enrol you with a merchant for recurring charges. You will remain responsible to make other payment arrangements until the recurring charges begin to be applied to your account. We are not responsible for any failure to enrol your account for recurring charges or if the merchant fails to charge your account. The paragraph “Stopping Recurring Charges” above also applies if you or a supplementary cardmember uses our enrolment services.

17. Authorisation

We may require charges to be authorised by us before they are accepted by a merchant. We may refuse any request for authorisation of a charge on reasonable grounds, including for example and without limitation where the charge would cause you to exceed your credit limit, where we suspect the charge is fraudulent,

is subject to Australian or United States sanctions or does not comply with this agreement, or where we reasonably believe that you may be unable to fulfil your obligations under this agreement.

In some cases, a merchant may authorise a charge in advance and your available credit limit will be reduced by the amount of the authorisation. For example, when you rent a car, the merchant may initially authorise the full amount of the proposed car rental charge. This means that your available credit will be reduced by that amount, which may restrict your ability to make further charges.

18. Card is Our Property

Although you and any supplementary cardmember use cards on your account, all cards remain our property at all times. You may be asked and you agree to return the card to us or anyone we ask to take it on our behalf, including merchants. We may also inform merchants that your card is no longer valid.

19. Renewal and Replacement Cards

You authorise us to send you and any supplementary cardmembers a renewal card or a replacement card before the current card expires. You must destroy any expired cards by cutting them up. This agreement as amended or replaced continues to apply to any renewal or replacement cards we issue.

20. Privacy

The collection, use and disclosure of your information by us is regulated by the Privacy Act. Our Privacy Statement sets out policies on the management of your personal information. In particular, it sets out policies dealing with:

- The collection, use and disclosure of your credit information and personal information;
- How you can access your personal information;
- How you can opt-out from our marketing lists.

A full copy of our Privacy Statement is provided at the end of this agreement.

21. Additional Services

We may make available additional services or benefits which will be subject to separate terms and conditions. Examples of services or benefits include insurance, assistance services, rewards programs and merchant offers.

We may receive compensation from additional service providers and our compensation may vary by provider and product. Your account will be charged for any fees or premiums that may apply for services and benefits.

Services and benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party. Services and benefits may be changed or cancelled with or without notice. We are not responsible for any service or benefit not directly provided by us.

If your account is closed, it will be your responsibility to obtain replacement services and benefits or make new payment arrangements with the third party if the service is still available.

22. Payments to Third Parties

If your account application was obtained from a third party, such as a merchant or sales agent, or if your account or the card is co-branded with another business, we may pay compensation to them. Although the amount of compensation payable to them may be unascertainable at the date this agreement is made.

23. Lost and Stolen Cards and Misuse of Your Account

You must tell us immediately by telephone at the contact number set out at the front of this agreement if:

- a card is lost or stolen;
- a renewal card has not been received;
- someone else learns a code; or
- you suspect that your account is being misused.

If a card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement card.

Liability for unauthorised charges

Unauthorised electronic charges – when you have no liability

You will not be liable for unauthorised electronic charges:

- where it is clear that you have not contributed to the loss;
- that are caused by the fraudulent or negligent conduct of our staff or agents, companies involved in networking arrangements, or merchants or of their agents or employees.
- that happen with a card after notification to us that the card has been misused, lost or stolen or that the security of the relevant code has been breached;
- that happen before you receive the cards and codes;
- that are made with forged, faulty, expired or cancelled cards or numbers (as applicable); or
- that are the result of the same transaction being incorrectly debited more than once to the same account.

Unauthorised electronic charges – when you are liable

You will be liable for unauthorised electronic charges where we can prove on the balance of probability that you have contributed to the losses through:

- fraud;
- voluntarily disclosing the relevant code to anyone, including a family member or friend;
- indicating the relevant code on the card;
- keeping a record of the relevant code (without making any reasonable attempt to protect the security of the relevant code) with any one article or several articles carried with the card or liable to loss or theft simultaneously with the card;
- when selecting or changing a relevant code, choosing a relevant code which represents as a numeric code the cardholder's birth date or an alphabetical code which is a recognisable part of the cardholder's name after we or our agents have

asked you not to select such a code and told you of the consequences of doing so;

- acting with extreme carelessness in failing to protect the security of the relevant code, you will be liable for the losses which occur before we are notified of the unauthorised use, loss or theft of the card or breach of code security.

Where we prove on the balance of probabilities that you have contributed to losses resulting from an unauthorised electronic charge by unreasonably delaying in notifying us of the unauthorised use, loss or theft of the card or that the relevant code has become known to someone else, you will be liable for the losses which occur between when you became aware of the loss, theft or unauthorised use (or should reasonably have become aware in the case of a lost or stolen card) and when we were actually notified.

However, even if we prove on the balance of probabilities that you have contributed to a loss resulting from an unauthorised electronic charge you will not be liable for:

- that portion of the loss incurred on any one day which exceeds any applicable daily transaction limits;
- that portion of the loss incurred in a period which exceeds any other periodic transaction limits applicable to that period; or
- that portion of the loss on your account which exceeds the available balance.

Unauthorised electronic charges – when you have limited liability

Where a code was required to authorise the unauthorised electronic charge and we do not prove that you have contributed to the losses, your liability for any loss arising from an unauthorised charge is limited to the lowest of:

- AU\$150;
- your available balance; and
- the actual loss at the time we are notified of the misuse, loss or theft of the card or of the breach of security of the code (excluding that portion of the

loss incurred on any one day which exceeds the applicable daily transaction limit).

Unauthorised charges which are not electronic charges

For unauthorised charges which are not electronic charges, provided that you complied with this agreement including the section “Use of your Card(s)/Codes” and provided that you did not contribute to, were not in any way involved in or did not benefit from the theft, loss or misuse of the card then you will not be liable to us for any unauthorised charges (that are not electronic charges), unless you have delayed notifying us, in which case you will be liable for all unauthorised charges until you did notify us.

If you did not comply with this agreement, or if you contributed to, were involved in, or benefited from the loss, theft or misuse, you are liable for any charges (that are not electronic charges) for example, if you gave your card to another person to use.

24. Changes

We may change any provision of this agreement at any time, including interest rates, fees, commissions, how we apply payments and benefits and services associated with the account and changes affecting your payment obligations.

We will inform you in accordance with the “Communicating With You” section of this agreement and in accordance with applicable law. We will give you at least same day notice for a change to an annual percentage rate and we will give you at least 20 days advance written notice for any other changes to this agreement, except where the change reduces what you have to pay (or is otherwise in your favour) or the change happens automatically under the contract.

If you are dissatisfied with any change to this agreement, you may cancel your agreement as set out under the “You May Close Your Account” section of this agreement. We will give you a pro-rated refund of any annual fee if you cancel this agreement as a result of a change that we have made to your detriment other

than to the annual percentage rate and provided such cancellation is communicated to us within 30 days of our notifying you of that change.

If we have made a major change or a lot of minor changes in any one year, we may give you an updated copy of this agreement or a summary of the changes.

25. Assignment

Transfer by us

We may assign any of our rights under this agreement. We may also transfer our obligations under this agreement to any third party provided we are reasonably satisfied that there will be no detriment to you in the transfer.

You agree that we may disclose any information or documents we consider necessary to help us exercise any of these rights.

Transfer by you

Your rights under this agreement are personal to you and may not be assigned without our written consent.

26. Severability

If any provision of this agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations which will continue as amended.

27. Suspension

We may on reasonable grounds immediately stop you or any supplementary cardmember from using the card or we may refuse to authorise a charge. For example, we may do so where the available credit limit has been exceeded, or where we suspect that a charge is fraudulent, or does not comply with law or this agreement, or where we reasonably believe that you will be unable to comply with your obligations under this agreement. We will notify you as soon as reasonably practicable of such a suspension. This agreement will continue if we take either of these actions and you will still be responsible for all charges on your account.

28. Default/Closing Your Account

Default

We may treat your account as being in default at any time in the event that you fail to comply with your obligations under this agreement such as failure to make any payment when it is due, incurring or attempting to carry out charges in excess of the credit limit, failure to pay any amounts payable in accordance with this agreement to reduce the unpaid balance to your credit limit or if any form of payment is returned or not honoured in full.

We may also consider your account to be in default at any time if any statement made by you to us in connection with your account was false or misleading, you breach any other agreement that you may have with us or with any of our related bodies corporate, or if bankruptcy or other creditor proceedings are threatened or initiated against you.

If you are in default and subject to applicable law we may at our discretion require that you immediately pay all sums owing on your account including unbilled charges that may not be shown on your statement.

The inclusion of previously billed minimum payments, any portion of dishonoured payments and any over limit amounts in the minimum payment shown on a statement will not constitute a waiver by us of any default.

In the event of any default, you will also be responsible for all reasonable costs incurred by us or our agents including legal advisers, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.

You May Close Your Account

You may end this agreement at any time by paying off all amounts owing on your account, destroying or returning to us all cards issued on your account, stopping use of your account and requesting the closure of your account.

We will only close your account when you have paid off all amounts you owe us.

We May Close Your Account or Cancel Any Card

We can end this agreement or cancel any or all cards or reduce your credit limit immediately if:

- (a) You are in default or at any time.
- (b) We suspect any illegal use of the card.
- (c) We are required to do so by law; or
- (d) We have reason to believe that you may no longer be creditworthy

We may also terminate this agreement at any time with 30 days notice

If we take such action, you will still be obligated to pay all amounts owing on your account.

If we end this agreement you must immediately pay any sums that are due and payable and continue to pay the minimum payment. We will only close your account when you have paid off all amounts you owe us.

If your card is cancelled for any reason, all other cards issued on your account will be cancelled at the same time.

You will continue to be responsible for all charges made using your account, including recurring charges until your account is no longer used and any recurring charges are stopped.

29. Communicating With You

We may communicate with you by any commonly used method of communication including by mail or otherwise delivered to you at the address which is maintained in our records for your account, telephone, mobile phone, email, SMS, facsimile, posting on an American Express website (including www.americanexpress.com.au) or within your online account on such a website, through links provided on a statement or other notice, using other electronic communication channels or any combination of these. To access communications provided through your online account, you must register and select a *User ID* and *Password*. Our communications with you may include account servicing messages, statements, disclosures, notices (which includes changes to this agreement and collection notices), alerts, information

about products and services and other communications.

Statements, changes to this agreement and regulatory disclosures and notices will be sent to you in writing and will be mailed or delivered to you at the address which is maintained in our records for your account unless you enrol to receive such communications electronically.

If you enrol to receive such statements, disclosures and notices electronically, you agree that:

- we may stop sending you paper versions of these communications;
- these communications will be considered to have been provided in writing; and
- it is your responsibility to access and check your electronic communications regularly for statements and other communications.

You may withdraw your enrolment in an electronic statement service at any time and request that we send you paper statements and these other communications by contacting us.

All mailed communications that we send to you will be deemed to have been received by you 7 business days after the date of the mailing unless you actually receive it earlier or when received in the case of a communication delivered by hand. All electronic communications that we provide including a statement will be deemed to have been received by you on the day that we send the notification email or SMS, post the electronic communication and/or make the communication available within your online account even if you do not access the electronic communication for any reason. and/or post the electronic communication even if you do not access the electronic communication for any reason.

You must inform us immediately if you change the address or other contact information (such as postal or email address, telephone or mobile phone number) you have given to us, including any changes to supplementary cardmember details.

If we have been unable to deliver any statements or other communications or these have been returned, we may stop attempting to communicate with you

until we receive accurate contact information. We are not responsible for any failure to receive any communication (including a statement) if we send it to the address or in accordance with other contact information for your account appearing in our records or if we do not send the communication because previous communications have been undeliverable. You must inform us if you want an address or other contact information to apply to more than one account with us.

You must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your account. You also agree to give us any additional information and support documentation that we request or as required by law.

30. No Waiver of Our Rights

If we fail to exercise any of our rights under this agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

31. Complaints and Problems With Goods or Services Purchased

Subject to applicable law, If you have a complaint or problem with a merchant or any goods and services charged to your account, you must still pay all charges on your account and settle the dispute directly with the merchant.

32. Assignment of Claims

Although we may have no obligation to do so, if we credit your account in relation to your claim against a third party such as a merchant, you are automatically deemed to have assigned and transferred to us, any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we credited to your account. After we credit your account, you agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your account. You also agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we require. Crediting

your account on any occasion does not obligate us to do so again.

33. Examples

When we provide examples in this agreement, they do not limit the provisions of this agreement. The terms “includes”, “such as” and “for example” mean, respectively, “includes without limitation”, “such as but without limitation” and “for example but without limitation”.

34. Governing Law

This agreement is governed by the laws of the State or Territory of Australia as stated on your billing address or if your billing address is overseas, as stated on your last known Australian billing address and the courts of that State or Territory shall have jurisdiction over all parties to the agreement.

35. Taxes, Duties and Exchange Control

You must pay any government tax, duty or other amount imposed by law in any country in respect of the card, any charge on your account or any use of the account by you or any supplementary cardmember.

36. Limitation of Our Liability

We are not responsible or liable to you or any supplementary cardmember for:

- any delay or failure by a merchant to accept the card;
- our refusal to authorise a charge;
- goods and services you charge to your account, including any dispute with a merchant about goods and services charged to your account; and
- except in relation to our liability set out in the EFT Code of Conduct, loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

For example, we will not be liable to you for any refusal by a merchant to accept the card.

If any warranties or conditions are implied under the Australian Securities and Investments Commission Act 2001 or any similar law in respect of goods or services

supplied under this agreement or in connection with a card, then our liability for a breach of any such warranty or condition is limited to:

- (a) in the case of goods, the replacement cost of the goods, the supply of equivalent goods, the repair of the goods, or the cost of having the goods repaired; and
- (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

37. Complaints

What you should do

If calling within Australia you can call us 24 hours a day on 1300 36 89 89. If overseas, call us collect (reverse charges) to Australia on +61 2 8271 8182. 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 also agree that when requested you shall provide all the reasonable assistance and relevant information, including written statements, to us and/or the police in relation to your claim of unauthorised charges.

By reporting the existence of unauthorised charges, you agree to allow us 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.

Please note that our complaint procedures will not be available for complaints which are being determined by the Financial Ombudsman Service or that are the subject of small claims court proceedings.

Our dispute resolution procedures for unauthorised electronic charges

Where the dispute relates to an electronic charge, the following dispute resolution procedures apply.

If we are unable to settle your dispute immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution and we may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, we will:

- advise you in writing of the results of our investigation; or
- advise you in writing that we require further time to complete our investigation.

Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay and provide you with monthly updates on the progress of the investigation and a date when a decision can reasonably be expected, except in cases where we are waiting for a response from you and you have been advised that we require such a response.

If we find that an error was made, we will make the appropriate adjustments to your account including fees or charges (if any) and will advise you in writing of the amount of the adjustment.

If we do not advise you of the outcome of our investigations within the specified time, we will advise you in writing about the option of taking the matter to the Financial Ombudsman Service within 5 business days after the specified time period expires.

When we advise you of the outcome of our investigations, we will:

- give you reasons in writing for our decisions by reference to this agreement and, where it applies, the EFT Code;
- advise you in writing of any adjustments we have made to your account; and
- advise you in writing of other avenues of dispute resolution (including the Financial Ombudsman Service), if you are not satisfied with our decision.

If we decide that you are liable for all or any part of a loss arising out of unauthorised charges on your account, we will:

- give you copies of any documents or other evidence we relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction.

If we fail to carry out these procedures or cause unreasonable delay, we may be liable for part or the entire amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

If you are not satisfied

If you are not satisfied with the outcome of our investigation you may either pursue your complaint with the Financial Ombudsman Service Limited. You can contact them on 1300 78 08 08 or write to them at GPO Box 3, Melbourne VIC 3001.

38. Information Statement

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider (*American Express, we, us*). It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, our external dispute resolution scheme, the Financial Ombudsman Service Limited on 1300 78 08 08 or write to them at GPO Box 3, Melbourne VIC 3001, or get legal advice.

The contract

1. How can I get details of my proposed credit contract?

We must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to us, you must be given a copy to keep. Also, we must give you a copy of the final contract

within 14 days after it is made. This rule does not, however, apply if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We have to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to us so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by us has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay us the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to us at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

We must give you the statement within 7 days after you give your request to us. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits us to charge one) and other fees.

7. Can my contract be changed by American Express?

Yes, but only if your contract says so.

8. Will I be told in advance if American Express is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper;
- you get 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by us;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to us. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Financial Ombudsman Service and can be contacted at 1300 78 08 08.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

Insurance

10. Do I have to take out insurance?

We can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, we cannot insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by us. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by us then, within 14 days of that happening, we must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

We must give you a refund or credit unless the insurance is to be arranged with another insurer.

General

14. What do I do if I cannot make a repayment?

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or

- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

15. What if American Express and I cannot agree on a suitable arrangement?

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong.

If we still refuse your request you can complain to the external dispute resolution scheme (the Financial Ombudsman Service) that we belong to. Further details about this scheme are set out below in question 17.

16. Can American Express take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened contact our external dispute resolution scheme or ASIC, or get legal advice.

17. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT AMERICAN EXPRESS. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING OUR EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO US YOU CAN CONTACT OUR EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. OUR EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT 1300 78 08 08 OR WRITE TO THEM AT GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

39. Financial Services Guide

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;
- 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
General insurance issued by Allianz Australia Insurance Limited	Up to 40% of the premium is received from Allianz Australia Insurance Limited
Life risk insurance issued by TOWER Australia Limited	Up to 17% of the premium is received from AEGON Direct Marketing Services Australia Pty Limited
Life insurance issued by MetLife Insurance Limited	Up to 35% of the premium is received from MetLife Insurance Limited

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 prepaid) 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.

Compensation Arrangements

American Express has professional indemnity insurance and internal procedures in place which satisfy the requirements under s912B of the Corporations Act 2001 (“the Act”). The insurance covers losses incurred by individuals and small businesses arising out of a breach by American Express of its obligations under Chapter 7 of the Act. This policy covers the professional services provided by employees and representatives of American Express even where that employee or representative has subsequently left the employ of American Express.

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 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
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 Financial Ombudsman Service, 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:

Mail: Financial Ombudsman Service
GPO Box 3A
Melbourne VIC 3001
Telephone: 1300 78 08 08
Fax: +61 3 9613 7345
Internet: www.fos.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:

Mail: American Express Australia Limited
GPO Box 1582
Sydney NSW 2001
Telephone: 1300 13 2639

40. American Express Privacy Statement

Please note: If you do not agree to the matters set out in this notice, we will be unable to provide certain benefits associated with your account and we may close your account. Our collection, use and disclosure of information is subject to the Privacy Act.

Collection, use and disclosure of credit information

We may obtain both consumer and commercial credit reports about you from a credit reporting agency to assess this application, to collect overdue payments from you, or for any other use in connection with your account as permitted under the Privacy Act 1988.

We may disclose information about you to credit reporting agencies before, during or after credit is provided to you. This includes:

- the fact that you have applied for a card and the credit limit, and that American Express is a credit provider to you;
- advice about card payments that are at least 60 days overdue and in collection (and advice that payments are no longer overdue);
- advice that cheque(s) drawn by you, or Direct Debit requests to your financial institution account which you have authorised American Express to make, which are more than \$100 have been dishonoured more than once;
- American Express' opinion that you do not intend to meet your credit obligations or that you have committed some other serious credit infringement; and
- that credit provided to you has been paid or otherwise discharged.

We may exchange information about you with credit providers named in your application or in a credit report issued by a credit reporting agency. Among other things, this is to:

- assess your credit worthiness as to this and future applications by you for credit;
- notify other credit providers of a default by you;

- exchange information about your account when you are in default with other credit providers;
- complete any approval process as to any transactions you wish to make on your account; and
- administer your account.

We may also exchange information about you, including from credit reports, with any person considering whether to act as a guarantor in relation to this and future applications by you for credit.

Collection, use and disclosure of personal information

We collect personal information about you in a number of ways, including from:

- you, including in your credit application and when you use your account (e.g. when you make a purchase using your account) or one of our websites;
- people named in your credit application (e.g. your employer); and
- service providers which service your account or provide services to us (e.g. marketing agencies, mail houses and collection agents).

Your personal information is collected, used and disclosed for purposes that include:

- assessing your application and administering and managing your account;
- providing you with special offers or benefits and marketing our products and services;
- planning, product development and research;
- modelling and assessing risks and preventing or investigating fraud and other crime; and
- complying with legislative and regulatory requirements, including for identity verification purposes.

For the purposes set out in this notice, we may share your personal information with:

- persons (e.g. additional cardholders) you authorise to use or access your account;

- persons named in your application (e.g. to confirm employment and income details);
- service providers who provide services related to your account (e.g. card manufacturers, collection agents and mail houses); and
- other organisations, including government and regulatory bodies, for identity verification purposes or as required or authorised by law.
- organisations whose name, logo or trademark appears on the application for the account 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 related companies for the purposes set out in this notice; and
- the provider of any payment service you use to make payments to American Express.

We may also monitor and record your telephone conversations with us for staff training and service quality control purposes. We may transfer your personal information to the United States or other countries for data processing and servicing.

How we store your personal information

We store personal information in a combination of secure computer storage facilities and paper based files and other records. We have taken a number of steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. We use generally accepted technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means. We will take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

Further Information

For more information about our privacy policy, to arrange access to your personal information, to advise us if you think your personal information is inaccurate, incomplete or out-of-date or to enquire generally about privacy matters, contact:

The Privacy Officer
American Express Australia Limited
GPO Box 1582
Sydney NSW 2001
Phone: 1300 132 639

Information about other persons

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

- their personal information being collected, used and disclosed in accordance with this notice;
- their ability to access that information in accordance with the Privacy Act 1998 and to advise us if they think the information is inaccurate, incomplete or out-of-date; and
- the contact details of our privacy officer.

Your invitation (or your opt-out)

You and any supplementary cardholders invite us, our agents and our preferred alliance organisations (including insurance companies) to use your personal information to inform you of and offer products or services from us or a related company, or any third party providing products marketed jointly with us. We may contact you by phone, mail or electronically to do this. If you wish to withdraw this invitation and remove your name from the American Express marketing list, call us on 1300 132 639. This invitation will remain in place until you withdraw it or until twelve months after you cease being an American Express cardmember.

41. American Express' Credit Guide

Definitions

Throughout this credit guide the following words have special meanings:

'**American Express**', '**we**', '**us**' means American Express Australia Limited (ABN 92 108 952 085).

'**You**' or '**you**' means the person to whom this credit guide has been provided.

About American Express

American Express has registered as a credit provider under the National Consumer Credit Protection Act. You can contact American Express in the following ways:

Mail: American Express Australia Limited
GPO Box 1582
Sydney NSW 2001

Telephone: 1300 13 2639

Resolving Disputes

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 credit services, please take the following steps:

- Please contact us by phone on the above number to discuss your complaint.
- 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
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 Financial Ombudsman Service, 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:

Mail:	Financial Ombudsman Service GPO Box 3 Melbourne VIC 3001
Telephone:	1300 78 08 08
Fax:	+61 3 9613 7345
Internet:	www.fos.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.

Assessment of Unsuitability (applicable for credit contracts entered into from 1 January 2011)

From 1 January 2011, before we enter into a credit contract with you, or increase your credit limit, we must undertake an assessment to ensure that the credit contract or increased limit would not be 'unsuitable' for you.

As part of this assessment we will make reasonable inquiries about your financial situation and your requirements and objectives and then take reasonable steps to verify your financial situation.

We must not offer you a credit contract, or increase in credit limit, if we assess it as unsuitable for you. We will assess it as unsuitable if you will be unable to comply with your financial obligations under the credit contract, could only comply with substantial hardship, or it will not meet your requirements or objectives.

You may request a copy of your assessment up until 7 years after we enter into a credit contract with you, or increase your credit limit. We must provide the assessment to you in accordance with the timeframes below:

If you request your assessment	We must provide it
Before we enter into a credit contract with you or increase your credit limit.	Before entering the credit contract or increasing the credit limit.
Within 2 years after we enter into a credit contract with you or increase your credit limit.	Within 7 business days after we receive the request.
After 2 years but within 7 years after we enter into a credit contract with you or increase your credit limit.	Within 21 business days after we receive the request.

Note that we are not required to give you a copy of the assessment if we do not enter into a credit contract with you or increase your credit limit.



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