

The American Express® **GlobalTravel** Card

*Product Disclosure Statement
(including Cardmember Agreement)*

Dated 1 January 2011



This PDS does not take into account your personal objectives, financial situation or needs. You should consider your own circumstances before purchasing this product.

Customer Service Centre

Local Number

Australia: 1300 248 389

Toll-Free Numbers

France: 0805 540 524

Germany 0800 589 0835

Italy: 800 928 391

Spain: 900 812 137

UK: 0800 028 6434

USA: 1 888 872 8751

Others: +1 801 849 2124

(Collect Calls Accepted)

See the American Express
GlobalTravel Card Website
for more local access numbers.

American Express **GlobalTravel** Card Website
americanexpress.com.au/globaltravel

BPAY® Details

Billers Code: 768895

Reference Number: your 15 digit card number

Product Disclosure Statement 5

1. Product Issuer and Distributor	5
2. American Express <i>GlobalTravel</i> Card	6
2.1 What is the American Express <i>GlobalTravel</i> Card?	6
2.2 Who is the American Express <i>GlobalTravel</i> Card suitable for?	6
2.3 Where can you use the American Express <i>GlobalTravel</i> Card?	6
2.4 How can you purchase an American Express <i>GlobalTravel</i> Card?	7
2.5 How can you load additional funds to your American Express <i>GlobalTravel</i> Card?	7
2.6 How can you manage your American Express <i>GlobalTravel</i> Card?	8
3. Risks	8
4. Fees	9
5. Card Limits	10
6. Dispute Resolution	11
7. Privacy of Your Personal Information	12
7.1 Privacy Notice Pursuant to U.S. Gramm-Leach-Bliley Act	12
7.2 U.S. Patriot Act Notice	13
7.3 Australian Privacy Disclosures	13

Cardmember Agreement 15

1. Introduction	15
2. Protect your Card and Codes	15
3. Use of your Card	16
3.1 No use within Australia	16
3.2 Permitted uses	16
3.3 Card limits	16
3.4 Prohibited uses	16
4. Backup Card	16
5. Available Balance on your Card	17
5.1 Initial purchase and reloads	17
5.2 Use of available balance and negative balances	17
5.3 Authorisation	18
5.4 No expiration of your available balance	18
6. Account Management	18
6.1 Review and update of your details	18
6.2 Replacement cards	19
7. Fees	19
8. Charges made in a Currency other than the Card Currency	19

9. Card is Our Property	20
10. Lost and Stolen Cards, Misuse of Your Account and Errors	20
10.1 Contacting the Customer Service Centre	20
10.2 Dispute resolution procedures for unauthorised electronic charges	20
11. Liability for Unauthorised Charges	21
11.1 Unauthorised electronic charges - when you have no liability	21
11.2 Unauthorised electronic charges - when you are liable	22
11.3 Unauthorised electronic charges - when you have limited liability	22
11.4 Unauthorised charges which are not electronic charges	23
12. Changes	23
13. Assignment	23
13.1 Transfer by us	23
13.2 Transfer by you	24
14. Severability	24
15. Suspension	24
16. Closing your Account	24
17. Communicating with You	24
18. No Waiver of our Rights	25
19. Complaints and Problems with Goods or Services Purchased	25
20. Assignment of Claims	25
21. Examples	25
22. Governing Law	26
23. Taxes, Duties and Exchange Control	26
24. Limitation of Our Liability	26

Product Disclosure Statement

1. Product Issuer and Distributor

The American Express *GlobalTravel* Card and this Product Disclosure Statement (PDS) are issued by:

American Express Travel Related Services Company, Inc.
200 Vesey Street, New York, NY 10285, United States of America
American Express Travel Related Services Company, Inc. also issues American Express Travellers Cheques.

The American Express *GlobalTravel* Card is distributed in Australia by:

American Express International, Inc.
ABN 15 000 618 208
12 Shelley Street, Sydney NSW 2000

American Express International, Inc. holds an Australian Financial Services Licence (no. 237996) which authorises it to provide financial product advice in relation to, and deal in, certain financial products including the American Express *GlobalTravel* Card.

American Express Travel Related Services Company, Inc. does not hold an Australian Financial Services Licence. The American Express *GlobalTravel* Card is issued by American Express Travel Related Services Company, Inc. pursuant to an intermediary authorisation between American Express Travel Related Services Company, Inc. and American Express International, Inc. Under that intermediary authorisation American Express International, Inc. may make offers to holders, or prospective holders, of the American Express *GlobalTravel* Card to arrange for American Express Travel Related Services Company, Inc. to issue (and, as appropriate, accept reloads on, make changes to and cancel) the American Express *GlobalTravel* Card.

Under this intermediary authorisation, American Express International, Inc may remit to American Express Travel Related Services Company, Inc. a share of any amount where there is a foreign exchange conversion, ranging up to one percent. Depending on the circumstances, American Express International, Inc may remit to its authorised distributors a share of any amount where there is a foreign exchange conversion, ranging up to four percent.

Accordingly, when the terms *we*, *us* and *our* are used in this PDS or in the Cardmember Agreement:

- in relation to the issue and maintenance of your American Express *GlobalTravel* Card and account, they mean American Express Travel Related Services Company, Inc.;
- in relation to arranging, or offering to arrange, the issue, reload or cancellation of your American Express *GlobalTravel* Card or the variation of the terms of your account, they mean American Express International, Inc.; and
- where the context permits (for example in the Dispute Resolution and Privacy of your Personal Information sections below), they mean both these companies.

2. American Express *GlobalTravel* Card

2.1 What is the American Express *GlobalTravel* Card?

The American Express *GlobalTravel* Card is a reloadable prepaid card – a safe, secure and easy way to carry your foreign currency abroad. Choose from three currencies: United States Dollar, Pound Sterling, and Euro. Each currency requires a separate American Express *GlobalTravel* Card.

The American Express *GlobalTravel* Card is prepaid, so you can only spend what you load on it.

The American Express *GlobalTravel* Card allows you to lock in the exchange rate at the time of purchase or reload, and it is not linked to a bank account providing you a safe and convenient way to manage your travel money. In addition, unlike many other prepaid cards, available funds in your American Express *GlobalTravel* Card account never expire even after the plastic expires and you can always obtain a refund of the available balance from us, or transfer the funds to a new American Express *GlobalTravel* Card.

There are no inactivity fees unlike many other prepaid cards.

When you purchase the American Express *GlobalTravel* Card, we provide you with one active 'Primary' Card and one inactive 'Backup' Card. You may be required to activate your Primary Card before use when you purchase at certain authorised sellers. Please check the Card envelope to confirm if this is required, and for instructions on how to activate the Card.

If your Primary Card is lost or stolen, simply contact the Customer Service Centre to activate your Backup Card. If your Backup Card is also lost or stolen, you will be able to request a free Card replacement, either locally or when travelling abroad. If needed, you will be able to get access to your funds, at no additional charge, via Western Union while the replacement Card is in transit.

As a valued American Express customer, you will automatically be able to gain access to our Global Assist® Services. Global Assist provides trip planning assistance as well as emergency assistance when you are travelling outside Australia. Further details about Global Assist Services are available in the product's User Guide or at americanexpress.com.au/globaltravel

In addition, you will be able to enjoy exclusive offers of high quality shopping, dining and travel from merchants across the world under the American Express Selects™ program. Special Cardmember offers and experiences can be found at americanexpress.com.au/selects and are updated frequently.

2.2 Who is the American Express *GlobalTravel* Card suitable for?

The American Express *GlobalTravel* Card is suitable for anyone travelling internationally, either for business or leisure. Anyone over 18 years old, with an Australian residential address, can buy an American Express *GlobalTravel* Card. All you need to do is to satisfy the relevant customer identification requirements.

2.3 Where can you use the American Express *GlobalTravel* Card?

You can use your American Express *GlobalTravel* Card to make purchases at millions of merchant locations where American Express Cards are accepted overseas – You will be asked to sign the receipt and your signature will be checked against your signature on the back

of the American Express **GlobalTravel** Card. Please note that some merchants who accept American Express Cards may not accept the Card.

In addition, your American Express **GlobalTravel** Card is ready to use at overseas ATMs, where American Express Cards are accepted. All you need is your PIN. Make sure your PIN is a number you can remember. If not, we suggest that you change it before you travel by calling the Customer Service Centre. For a list of ATMs networks by (major) country, please refer to the ATM Network Listing enclosed in the Welcome Pack.

You can also use your American Express **GlobalTravel** Card for online purchases with merchants outside Australia. Using your American Express **GlobalTravel** Card in the currency that the merchant transacts with provides you with a safe and convenient way to avoid foreign currency exchange rate fluctuations and conversion fees while shopping online. For security purposes you may be required to provide the 4-digit security code printed above the card number on the face of your American Express **GlobalTravel** Card and your name. You should use your first and last name as provided when you purchased the American Express **GlobalTravel** Card.

The American Express **GlobalTravel** Card is intended for use while travelling. You will not be able to use your American Express **GlobalTravel** Card in Australia and certain other countries where Australian or United States sanctions apply.

You can always request a refund of the available balance on your American Express **GlobalTravel** Card from an American Express Foreign Exchange Office or by contacting the authorised distributor where the Card was purchased in Australia. Please visit americanexpress.com.au/globaltravel for the current "Where to Buy" location listing.

2.4 How can you purchase an American Express **GlobalTravel Card?**

You can purchase an American Express **GlobalTravel** Card at American Express Foreign Exchange Offices and authorised distributor locations in Australia. Please visit americanexpress.com.au/globaltravel for the current "Where to Buy" location listing. Choose the currency card that best matches your travel plan/destination and lock in the exchange rate. Please note that you will be required to show proof of address at the time of purchase.

2.5 How can you load additional funds on your American Express **GlobalTravel Card?**

You can easily reload your American Express **GlobalTravel** Card at a branch of the authorised seller* where you purchased your American Express **GlobalTravel** Card, at American Express Foreign Exchange Offices* in Australia or via BPAY. You will need to have your American Express **GlobalTravel** Card and an ID (e.g. valid driver's licence, passport) with you when you reload at a branch of the authorised seller* where you purchased your American Express **GlobalTravel** Card or at American Express Foreign Exchange Offices* in Australia. For more details on reload, please refer to 'Available Balance of your American Express **GlobalTravel** Card' in the Cardmember Agreement.

* Please visit americanexpress.com.au/globaltravel for the current "Where to Buy" location listing.

2.6 How can you manage your American Express **GlobalTravel** Card?

You can register your American Express **GlobalTravel** Card and log on to americanexpress.com.au/globaltravel or call the Customer Service Centre to manage your American Express **GlobalTravel** Card. Remember to have your American Express **GlobalTravel** Card in front of you.

3. Risks

American Express is a world leader in providing charge and credit cards, travellers cheques, foreign exchange services and other prepaid products to consumers, small businesses and corporations. However, with all products there are some risks.

In certain circumstances you may be liable for any unauthorised charges on your American Express **GlobalTravel** Card as described in the Cardmember Agreement. You may have some liability for an unauthorised charge even where you have complied with the Cardmember Agreement.

There is a risk that you may not be able to access your funds held on the American Express **GlobalTravel** Card when there is a system failure affecting ATMs or merchant facilities.

The American Express **GlobalTravel** Card may not be accepted and replacement and refund services may not be available in certain countries, such as countries where Australian or United States sanctions apply.

There is a risk that you may incur charges on your American Express **GlobalTravel** Card which exceed the available balance on your American Express **GlobalTravel** Card. Should this occur, you will be liable to American Express for payment of any charges which exceed the available balance on your American Express **GlobalTravel** Card.

4. Fees

The following fees apply to the use of the American Express *GlobalTravel* Card:

	Denomination of American Express <i>GlobalTravel</i> Card		
	USD \$	GBP £	EUR €
<p>Initial Load Fee</p> <p>Payable on the initial purchase and load of the American Express <i>GlobalTravel</i> Card.</p>	Up to AUD \$15 (incl. of GST)		
<p>Reload Fee</p> <p>Payable each time funds are reloaded onto the American Express <i>GlobalTravel</i> Card.</p> <p>For example if you load a foreign currency in the amount equivalent of AUD \$2,500 onto your Card, the reload fee will be the lesser of 1% of the reload amount (AUD \$25) and AUD \$10. Therefore, in this case, the reload fee will be AUD \$10 and the Australian dollar equivalent of your net reload will be AUD \$2,490.</p>	Up to 1% of the reload amount or AUD \$10 (incl. of GST), whichever is the lower amount		
<p>ATM Withdrawal Fee</p> <p>Payable each time an ATM withdrawal is made. Some ATM owners may charge an additional fee when the American Express <i>GlobalTravel</i> Card is used. This fee is determined and charged by the ATM owner and is not retained by us.</p>	USD \$2.00	GBP £1.25	EUR €2.20
<p>Cross-currency Conversion Fee</p> <p>Payable when a purchase or withdrawal is made in currency other than the American Express <i>GlobalTravel</i> Card's currency.</p> <p>For example if your Card is denominated in USD \$ and you make a purchase in EUR € for EUR €75 and the applicable exchange rate is USD \$1 = EUR €0.75, then the converted amount is USD \$100. The Cross-currency Conversion Fee will then be added to this amount. In this case the fee is 3% of the converted amount (USD \$3). Therefore the total amount charged to your American Express <i>GlobalTravel</i> Card for this purchase will be USD \$103.</p> <p>See "Charges Made in a Currency other than the Card Currency" in the Cardmember Agreement for more details.</p>	3.0%		
<p>Emergency Card Replacement</p> <p>If you lose both your Primary and Backup Cards, there is no cost to replace a lost, stolen, damaged or expired Card.</p>	Free		
<p>Emergency Funds Access</p> <p>If you need emergency access to your funds when your Card is lost, stolen or damaged, there is no charge.</p>	Free		

5. Card Limits

The following limits apply to the use of the American Express *GlobalTravel* Card:

	Denomination of American Express <i>GlobalTravel</i> Card		
	USD \$	GBP £	EUR €
Minimum Load For both the initial load and any reload.	USD \$200	GBP £100	EUR €150
Maximum Load/Balance Your available balance on your American Express <i>GlobalTravel</i> Card cannot exceed these limits.	USD \$15,000	GBP £8,000	EUR €12,000
ATM Withdrawals 24 Hour Limit You cannot withdraw more than these amounts from ATMs in a 24 hour period. ATM operators may also limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited by regulatory controls.	USD \$1,000	GBP £600	EUR €800
Maximum BPAY Reload 24 Hour Limit You cannot reload more than AUD \$10,000 onto your American Express <i>GlobalTravel</i> Card using BPAY in a 24 hour period. If your reload exceeds any other limit it will be rejected. It is your responsibility to know your balance and to ensure you do not exceed these limits.	AUD \$10,000		
Maximum Load 12 Month Limit You can hold an American Express <i>GlobalTravel</i> Card in each currency but you cannot load / reload more than USD \$30,000 across all American Express <i>GlobalTravel</i> Cards that you hold in a 12 month period. For example if you hold two American Express <i>GlobalTravel</i> Cards, one denominated in GBP £ and one denominated in EUR €, the maximum that you can load in a 12 month period across both Cards would be equivalent to USD \$30,000. You cannot hold multiple American Express <i>GlobalTravel</i> Cards in the same currency. For example you cannot hold two cards denominated in USD \$.	USD \$30,000 (or equivalent)		
Emergency Funds Access via Western Union You can receive emergency access to your funds via Western Union up to these limits and only in the name of the account holder.	USD \$1,000	GBP £600	EUR €800

Each authorised distributor will determine the payment options that can be used for loads and reloads. There may be limits for some methods, e.g. at American Express Foreign Exchanges offices and Australia Post, cash payments are limited to AUD \$6,500.

6. Dispute Resolution

American Express is committed to customer satisfaction as part of its service philosophy. We have established internal procedures to resolve any complaints that may arise regarding our products.

If you have a complaint about the service or products provided to you, initially please contact the Customer Service Centre on the number set out on the inside cover of this PDS and on the back of your Card.

Please note that if you have a complaint against Australia Post or any of its licenced or franchised outlets in relation to the American Express *GlobalTravel* Card, American Express Travel Related Services Company, Inc. is responsible for the conduct of Australia Post and its licenced and franchised outlets in relation to the American Express *GlobalTravel* Card in a manner consistent with the scope and effect of Division 6 of Part 7.6 of the Corporations Act 2001 (Cth) and your complaint will be dealt with in accordance with the dispute resolution procedures of American Express International, Inc.

Please note that if you wish to dispute a transaction concerning the authorisation of a charge you should follow the procedure set out in "Lost and Stolen Cards, Misuse of Your Account and Errors" in the Cardmember Agreement.

If your complaint is not satisfactorily resolved within 20 business days, please address your complaint in writing to:

The Complaints Manager
American Express *GlobalTravel* Card
GPO Box 1582
Sydney NSW 2001
Australia.

We make every endeavour to resolve the complaints in a prompt and fair manner. If, however, you remain dissatisfied with the decision, you may have your complaint considered by an independent, external dispute resolution body – the Financial Ombudsman Service (FOS). American Express International, Inc. is a member of this scheme. You may contact the FOS by:

Mail: GPO Box 3, Melbourne Vic 3001
Telephone: 1300 78 08 08
Fax: (03) 9613 6399
Internet: www.fos.org.au

American Express International, Inc. has professional indemnity insurance and internal procedures in place which satisfy the requirements of 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 employment of American Express.

7. Privacy of Your Personal Information

7.1 Privacy Notice Pursuant to U.S. Gramm-Leach-Bliley Act

This Privacy Notice is addressed to purchasers in Australia of the American Express® *GlobalTravel* Card (“Card(s)”). This Privacy Notice explains how we collect, use and safeguard information about you and how to limit the use and disclosure of your information. In this Privacy Notice, “American Express,” “we,” “our,” and “us” refer to American Express Travel Related Services Company, Inc. (the issuer of the American Express *GlobalTravel* Card). Our “Affiliates” refers to companies in the American Express family that are related to each other by common ownership or control. Affiliates include American Express Travel Related Services Company, Inc., American Express Centurion Bank, American Express Bank, FSB, and American Express International, Inc. Affiliates also include publishers, credit card, charge card and travellers cheques issuers, travel agents and providers of Card-related insurance services. The cards that we issue are called “Cards”. Purchasers of Cards are called “Cardmembers” or “you(r)”.

What Information Do We Collect?

We obtain information about you from a variety of sources. You provide us with information about yourself, for example, by completing Cardmember applications and presenting primary and secondary identification documentation, such as driver’s licences, passports and utility bills. This information includes your name, address and driver’s licence or passport identification number. Your use of the Card and your other transactions with us and our Affiliates provide us with additional information, such as your spending and payment history. Other sources, such as providers of marketing information, furnish us with additional information about your purchasing preferences and other matters. We also obtain information about you in connection with our efforts to protect against fraud. We call all of this information “Cardmember Information”.

What Do We Do with Cardmember Information?

We use Cardmember Information in connection with delivering products and services to you. To do this, it is often necessary to share it with our Affiliates and other companies we work with. These include companies that manage Cards, offer affinity, frequent-user and reward programs, companies that perform marketing services and other business operations for us, and companies whose products or services are provided as a benefit of your Cards. We may also share Cardmember Information with other financial institutions with whom we jointly offer products and services. And we may disclose it to other third parties as permitted by law. For example, we disclose Cardmember Information in response to subpoenas and to help prevent fraud.

Valuable Partner Offers

We work with carefully selected business partners, such as merchants that accept the Card, so that you may receive offers for their products and services. We use Cardmember Information to help make these offers more relevant and valuable to you. If you respond to one of these offers, the business partner will know certain information

about you, such as your name, that you are a Cardmember and that you met the qualifications established for the offer. You can inform us not to send you these offers.

Your Choices

Please let us know if you do not want us to use your Cardmember Information to communicate with you by mail, telephone and/or email about offers, including exclusive partner offers and offers from our affiliates, by calling us at 1300 248 389. If you make these choices, you may not learn about products, services and features, including discounts and other special offers, we believe may be of interest to you and add value to your Card membership(s).

If you have other relationships with us, you will receive additional privacy notices that apply to those relationships. Please note that any choices you make pursuant to this Privacy Notice will only apply to the American Express *GlobalTravel* Card.

If you make choices not to receive offers as indicated above, we may still include notices and information about the American Express *GlobalTravel* Card and other products and services when communicating with you about your American Express *GlobalTravel* Card purchased in Australia and related products and services.

Information Security

We use reasonable administrative, technical and physical security measures to protect your Cardmember Information.

Former Customers

If you cancel your American Express *GlobalTravel* Card, or your American Express *GlobalTravel* Card is suspended, we will continue to treat and safeguard Cardmember Information about you as described in this Privacy Notice.

7.2 U.S. Patriot Act Notice

To help the United States government fight the funding of terrorism and money laundering activities, United States Federal Law requires us to obtain, verify and record information that identifies each person who purchased a product like the Card.

7.3 Australian Privacy Disclosures

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 calling us on 1300 139 060. The American Express Privacy Policy Statement sets out policies on management of personal information. We will take reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date. If your personal details change, such as your telephone number or address, please contact us so that we can continue to provide you with our products and services.

In accordance with the Privacy Act, any person may access most personal information about them held by American Express, and advise if they think it is inaccurate, incomplete or out of date. Sometimes we may deny access, but if we do so we will tell you why. We will promptly acknowledge and investigate any complaints about the way we manage personal information.

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

We are required under Anti-Money Laundering legislation to collect certain information about you and we may not be able to issue a Card to you without all of the information we request.

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

You may contact us by calling us on 1300 362 991 to remove your name from our marketing lists or to cease receiving telemarketing calls. We may make valuable partner offers to you until you advise us not to or for twelve months after you cease being an American Express Cardmember.

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.

Cardmember Agreement

1. Introduction

This document sets out the agreement for your American Express *GlobalTravel* Card account with us (called your account). By using your account (or by signing and keeping the American Express *GlobalTravel* Card), you agree to the terms of this agreement.

We, us and *our* are explained in Section 1 of the PDS. *You* and *your* mean the person who applied for and holds this account. *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 ATM withdrawals, purchases, fees, commissions, and all other amounts you have agreed to pay us or are liable for under this agreement. *Card Currency* means the relevant currency relating to your account, either United States Dollar, Pound Sterling or Euro. *Available Balance* means the account balance recorded by us available for use, in the Card Currency. *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.

2. Protect your Card and Codes

To prevent misuse of your account, you must ensure that you:

- sign the Card in ink as soon as received;
- keep the Card secure at all times;
- keep the 'Backup' Card separate from the 'Primary' Card;
- 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 the PDS; and
- follow any activation process we tell you about, as soon as possible.

To protect your PIN, telephone codes, on-line passwords and any other codes provided and approved by us to be used on your account (each called a *code*), you must ensure that you:

- memorise the code;
- destroy our communication informing you of the code;
- 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.

3. Use of your Card

3.1 No use within Australia

You cannot use your Card at merchants or at any ATM within Australia.

3.2 Permitted uses

You may use your Card, subject to any restrictions set out in this agreement, to:

- pay for goods and services from overseas merchants who accept the Card in person, by mail, telephone order or through the internet (called *merchants*); and
- obtain cash at any overseas ATM that accepts the Card.

Please note that some merchants who accept American Express Cards may not accept the Card. 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.

3.3 Card limits

Limits are applicable to the use of the Card as set out Section 5 of the PDS.

3.4 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;
- use your Card if you find your Card after reporting it to us as lost or stolen;
- use your Card for a charge which would put your account into negative balance;
- use your account if you have been notified that your Card has been suspended or cancelled or after the valid date shown on the front of the Card;
- use your account for an unlawful purpose;
- use your Card for recurring bill payments;
- use your Card for gambling services; or
- use your Card for over-the-counter cash withdrawals.

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

4. Backup Card

We will provide you with a Backup Card in case your Primary Card is damaged, lost or stolen. The Backup Card can be used in the same way as your Primary Card, but has a separate number and PIN.

Your Backup Card is initially inactive and can only be used by you once activated by the Customer Service Centre and after your Primary Card has been deactivated. You must not give your Backup Card to any other person for their use.

You will be responsible for any charges made with your Backup Card and for ensuring that your Backup Card is used in accordance with this agreement.

5. Available Balance on your Card

5.1 Initial purchase and reloads

When you purchase the Card you must purchase funds in the Card Currency at an American Express Foreign Exchange Office* or authorised distributor in Australia. You can purchase your initial load using cash, debit card or any other payment method accepted by the distributor.

You can also add funds (reload) to your available balance at any time after the initial purchase. You can reload:

- (a) at a branch of the authorised seller* where you purchased your Card;
- (b) at American Express Foreign Exchange Offices* in Australia using cash, debit card or any other payment method acceptable to us; or
- (c) BPAY – by using the Biller Code 768895 and your 15 digit card number as the reference number.

All purchases of funds are subject to the limits set out in Section 5 of the PDS. We will only increase your available balance once we receive payment in cleared funds. Note that reloads using BPAY may take up to three business days before we receive cleared funds.

If you purchase funds using a currency other than the Card Currency:

- (a) we will convert the funds, at an American Express Foreign Exchange Office* or authorised distributor, into the Card Currency at the relevant exchange rate notified to you prior to the load or reload transaction.
- (b) we will convert the funds, using BPAY, into the Card Currency at the relevant exchange rate on the date of conversion. Note that the date of conversion will be different to the date you send the payment by BPAY.

5.2 Use of available balance and negative balances

The Card is not a credit or charge card. Its use is limited to the available balance and is subject to any other limits or restrictions referred to in this agreement and the PDS.

Your available balance will be reduced with the amount of each charge.

If you have an insufficient available balance to pay for a charge, the charge may be declined.

If your account goes into negative balance, following any charge authorised by you, the resulting balance immediately becomes a debt payable by you to us.

There is no interest payable to you on the available balance or any other funds received by us before they are cleared and form part of the available balance.

* Please visit americanexpress.com.au/globaltravel for the current "Where to Buy" location listing.

5.3 Authorisation

We require charges to be authorised by us before they are accepted by a merchant. We may refuse any request for authorisation of a charge in certain circumstances, for example where the available balance is less than the charge, or where we suspect the charge is fraudulent, is subject to Australian or United States sanctions or does not comply with this agreement.

In some cases, a merchant may authorise a charge in advance and your available balance will be reduced by the amount of the authorisation. For example, when you hire a car, or check in to a hotel, the merchant will seek a pre-set amount, equivalent to the estimated final bill, to be reserved against your Card. This means that your available balance will be reduced by that amount until after the end of your car rental period or hotel stay. In some circumstances, this may temporarily restrict your ability to make further charges on your Card.

In other cases, merchants (e.g. car rental companies) may not accept the Card for charges authorised in advance, only for the final bill.

If you do not wish to incur a temporary reduction of the balance on your Card, which may be higher than the final bill, or if the merchant is not accepting the Card for pre-authorisations, we advise you to consider using a credit or charge card when making car rental reservations or checking into hotels and to use your Card to settle the final bill.

You agree that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services to which that voucher or transaction record relates.

5.4 No expiration of your available balance

The available balance never expires. At any time you can cancel your account and obtain a refund of the available balance in the Card Currency. See 'Closing your Account' for more details.

6. Account Management

6.1 Review and update of your details

You can check your account balance, transaction history, and edit your profile by logging onto americanexpress.com.au/globaltravel or calling the Customer Service Centre.

You can change your PIN by calling the Customer Service Centre and selecting the "Change your PIN" option at the main menu. For your security, this is an automated service and requires that you know your current PIN to change it. If you cannot remember your PIN, you can view it online, by logging into your account on americanexpress.com.au/globaltravel.

You should check the transactions information carefully. If you believe any transaction is wrong or was not authorised, you must notify us promptly. See 'Lost and Stolen Cards, Misuse of Your Account and Errors' for details of what you should do.

6.2 Replacement cards

If your Primary Card is lost, stolen or damaged, contact the Customer Service Centre immediately and we will deactivate the lost Card and activate your Backup Card, so that you will be able to use your Backup Card immediately. If both Cards are lost or stolen, a replacement Card can be delivered to a convenient location.

If you need access to funds on your account while the replacement Card is in transit, we can arrange emergency funds access via Western Union, at no additional fee. Note that limits apply to this service as set out in Section 5 of the PDS.

7. Fees

The fees and commissions that apply to your account are set out in Section 4 of the PDS or as notified to you from time to time. You agree to pay these fees and commissions and you authorise us to charge them to your account when due or deduct them from the relevant load or reload. Fees charged to your account will reduce your available balance.

Note that some merchants may charge an additional fee when the Card is used. This fee is determined and charged by the relevant merchant and is not retained by us.

We reserve the right to change the circumstances in which any of the fees or the foreign exchange currency conversion fee on your account is charged and the amount of those fees or commission. We will provide notice of any change in accordance with 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.

8. Charges Made in a Currency other than the Card Currency

If you make a charge in a currency other than Card Currency (*foreign currency charge*) that charge will be converted into the Card Currency. 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 foreign currency charge is not in United States Dollar, the conversion will be made through United States Dollar, by converting the foreign currency charge amount into United States Dollar and then by converting the United States Dollar amount into the Card Currency. If the foreign currency charge is in United States Dollar, it will be converted directly into the Card Currency.

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 PDS 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 made in 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.

9. Card is Our Property

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. For example, we may ask you to return the Card where it has been suspended, cancelled or is no longer valid. We may also inform merchants that your Card is no longer valid.

10. Lost and Stolen Cards, Misuse of your Account and Errors

10.1 Contacting the Customer Service Centre

You must contact the Customer Service Centre immediately using the contact details on the inside cover of the PDS and on the back of your Card if:

- a Card is lost or stolen;
- a replacement Card has not been received;
- someone else learns a code;
- you suspect that your account is being misused; or
- you suspect that a charge has been posted to your account in error.

If a Card that you have reported lost or stolen is later found, you must destroy it and continue to use the Backup Card or, if applicable, wait for the replacement Card.

If you suspect that your account is being misused or a charge posted to your account is wrong, you must also provide to us the following information and any other information we ask for:

- your name, address and Card number;
- details of the charge or the error you consider is wrong or unauthorised;
- the transaction amount and an explanation as to why you believe it is an unauthorised charge or an error;
- details of whether your code is secure (including, if relevant, details of whether the code has been disclosed to anyone or written down anywhere) and whether the Card was stolen or was lost for any period.

You agree to cooperate with us, including giving us a statutory declaration, affidavit and/or a copy of an official police report, if we ask. You also agree that we may provide information to regulatory authorities.

10.2 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 five 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.

11. Liability for Unauthorised Charges

11.1 Unauthorised electronic charges – when you have no liability

You will not be liable for unauthorised electronic charges:

- (a) where it is clear that you have not contributed to the loss;
- (b) 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;
- (c) 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;

- (d) that happen before you receive the Cards and codes;
- (e) that are made with forged, faulty, expired or cancelled Cards or numbers (as applicable); or
- (f) that are the result of the same transaction being incorrectly debited more than once to the same account.

11.2 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:

- (a) fraud;
- (b) voluntarily disclosing the relevant code to anyone, including a family member or friend;
- (c) indicating the relevant code on the Card;
- (d) 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;
- (e) 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;
- (f) 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.

11.3 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:

- (a) AUD \$150;
- (b) your available balance; and
- (c) 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).

11.4 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 'Protect your Card and 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.

12. Changes

In addition to our right to change fees and charges, and to introduce new fees and charges, set out in the 'Fees' section of this agreement we may:

- (a) impose, remove or adjust a daily or other periodic transaction limit applying to the use of a Card, an account or electronic equipment;
- (b) change your liability for losses relating to unauthorised charges (provided the change is consistent with the EFT Code);
- (c) change benefits and services associated with the account;
- (d) change any other provision of this agreement or the PDS.

We will inform you in accordance with the "Communicating with You" section of this agreement. We will give you at least 20 days advance written notice for a change to this agreement or the PDS, except where the change is required by an immediate need to manage, restore or maintain integrity or security.

If you are dissatisfied with any change to this agreement or the PDS, you may cancel this agreement as set out under the 'Closing your Account' section of this agreement.

The latest version of this agreement or the PDS is available on americanexpress.com.au/globaltravel

13. Assignment

13.1 Transfer by us

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

13.2 Transfer by you

Your rights under this agreement are personal to you and may not be assigned without our written consent. The Card is not transferable and may only be used by you.

14. Severability

If any provision of this agreement or the PDS 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' other obligations which will continue as amended.

15. Suspension

We may without informing you first, immediately stop you from using a Card or we may refuse to authorise a charge. For example, we may do so where the available balance is negative, or where we suspect that a charge is fraudulent, or does not comply with law or this agreement. This agreement will continue if we take either of these actions.

16. Closing your Account

You may request to end this agreement at any time by calling the Customer Service Centre and requesting the closure of your account and destroying your Cards. However, you cannot end this agreement while there are outstanding transactions or disputes.

We may end this agreement at any time if:

- (a) you have not complied with this agreement;
 - (b) we suspect any illegal use of a Card;
 - (c) you have given us false or misleading information;
 - (d) you have allowed any other person to use a Card; or
 - (e) we are required by law to do so,
- or for any other reason on 30 days notice.

Once your account is closed, you must destroy any Cards by cutting them in half diagonally and disposing of them securely. You will continue to be responsible for all charges made using your Card.

After all outstanding transactions or disputes are finalised, we will pay you the available balance of your account. The relevant amount will be paid to you in the Card currency at an American Express Foreign Exchange Office or in some cases, by the authorised distributor where the Card was purchased. If the authorised distributor is not authorised to pay the relevant amount to you, we will send a cheque made payable to you for the relevant amount to your postal address last known to us.

The available balance takes into account any pre-authorized or 'held' amounts. These will be made available to you once the pre-authorization has been cancelled or the 'held' amounts released.

17. Communicating with You

All notices (which include changes to this agreement and the PDS), disclosures and other communications (together called communications) will be communicated with you as follows:

- (a) by writing to you at your residential or postal address last known to us;
- (b) by email, including a link to the [americanexpress.com.au/globaltravel/](https://www.americanexpress.com.au/globaltravel/); or
- (c) if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia

You must inform us immediately if you change your address or other information (such as postal, telephone or e-mail address) you have given to us. If we have been unable to deliver any 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 if we send it 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 also agree to give us any additional information and support documentation that we request or that you are required to give us by law.

18. No waiver of our Rights

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

19. 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 settle the dispute directly with the merchant.

20. 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 reasonably require. Crediting your account on any occasion does not oblige us to do so again.

21. 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”.

22. Governing Law

This agreement is governed by the laws of New South Wales and the courts of New South Wales shall have jurisdiction over all parties to the agreement.

23. 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.

24. Limitation of our Liability

We are not responsible or liable to you for:

- (a) any delay or failure by a merchant to accept the Card;
- (b) our refusal to authorise a charge;
- (c) goods and services you charge to your account, including any dispute with a merchant about goods and services charged to your account;
- (d) except in relation to our liability set out in the EFT Code, 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:

- (e) 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
- (f) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.



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