

Australia

AccessLine® Terms and Conditions

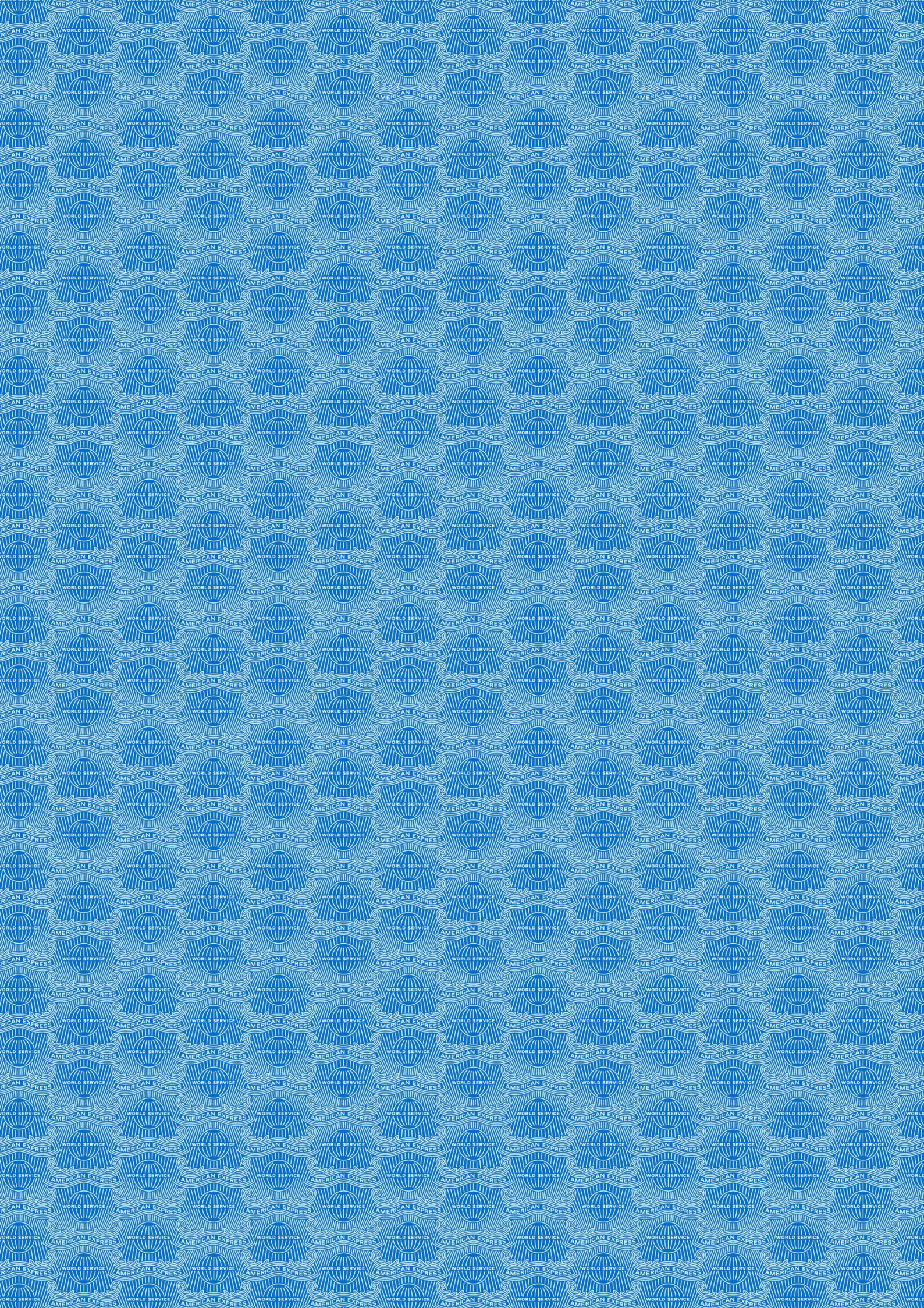
ISSUED: 5 MAY 2023

AME
EXI



DON'T *do business* WITHOUT IT™





Contents

- DEFINITIONS4
- TERMS AND CONDITIONS5
 - No liability for AccessLine transactions5
 - No disputes for AccessLine transactions5
 - Fees5
 - Authorised users5
 - Customer admin user6
 - Telephone, email or online instructions6
 - Cancellation6
 - Transactions for business benefit6
 - Set Off6
 - Compliance with Law6
 - Assignment6
 - General6
- PRIVACY6
 - Privacy of your personal information7
 - Collection, Use and Disclosure7
 - Using personal information7
 - When we might share your personal information8
 - Aggregated and de-identified information8
 - Recording telephone calls8
 - Direct Marketing8
 - Access and Correction9
 - How we store your personal information9
- CONTACTUS10

Definitions

The following definitions are used throughout these Terms and Conditions:

AccessLine Transaction means ordering a Telegraphic Transfer to be made to a Beneficiary in Australian dollar (AUD) currency, through the Portal and settling that Telegraphic Transfer order with your Card.

Account means your AccessLine account in which you are approved to access the Portal.

American Express, "We, we", "Our, our" and "Us, us" means American Express International, Inc (ABN 15 000 618 208), and its related entities.

Authorised User means the allocated person you notify to American Express as being approved for access to the Portal for the purposes of making AccessLine Transactions.

Beneficiary means the person receiving a Telegraphic Transfer through the AccessLine Transaction in payment of goods and services.

Card means an American Express Corporate, Corporate Purchasing Card or Business Card issued in your name, or the name of an individual authorised by you and notified to American Express.

Company, "You, you", "Your, your" means the legal entity described in the application form.

Portal means the American Express online domestic payments ordering system, which is used to make the AccessLine Transaction.

Telegraphic Transfer or TT means an electronic message initiated by one financial institution directing another financial institution to make a payment on its behalf. The payment is routed to the Beneficiary's financial institution using intermediary financial institution(s) and a message platform.

Terms and Conditions

If we have approved you to settle via your Card via AccessLine, you can obtain an Australian Dollar (AUD) currency quote for an outbound TT via the Portal or by telephone. An Australian Dollar (AUD) quote is agreed and binding at the time you verbally approve the quote via the Portal. You will be charged a service fee for settling AccessLine Transactions via your Card ("**Trade Service Fee**"). The Trade Service Fee is calculated as a percentage of the AccessLine Transaction amount and will be charged together with the AccessLine Transaction amount to your Card. The Trade Service Fee will be notified to you before acceptance of the Australian Dollar (AUD) currency quote and upon the submission of each order for an outbound TT to be settled by your Card.

Please note that:

- Rates and charges paid by you to American Express in settlement of a TT may be shared between American Express and its related entities.
- Payments made by Cards will be eligible for relevant Membership Rewards as per the Membership Rewards program that the Card Member is enrolled in.
- Your Card can only be used to settle transactions where there is an associated business purchase of goods or services and cannot be used for funding purposes or company to company transfers.
- You may be asked to provide supporting documentation or information to validate the purpose of your transaction.

No Liability for AccessLine Transactions

You understand that American Express is only providing a means of payment for the AccessLine Transaction and will not be liable or responsible in any way for the AccessLine Transaction or for any liability or expense that you may incur in relation to the AccessLine Transaction.

You acknowledge that it is your responsibility to satisfy yourself that the goods and services provided in relation to the AccessLine Transaction meet your requirements agree to indemnify American Express against all claims by third parties arising out of the AccessLine Transaction.

No Disputes for AccessLine Transactions

You agree that you will have no entitlement to request American Express to dispute the AccessLine Transaction or to withhold or recover money from the Beneficiary. You agree that, except in the case of fraudulent transactions, where American Express is proven to be at fault, American Express will under no circumstances be required to reverse or charge back any charges relating to the AccessLine Transaction. You agree that you must pay American Express the full amount for any disputed charges in relation to the AccessLine Transaction, and not withhold any amount pending dispute resolution under any agreement between you and the Beneficiary. You agree that any disputes in relation to the AccessLine Transaction must be resolved directly between you and the Beneficiary, with any required adjustments in relation to disputes to be made between you and the Beneficiary.

Fees

Trade Service Fee of up to 2.15% (of the local currency amount).

Authorised Users

For use of the Portal, each Authorised User will be given a unique User ID and password. In addition to other security and access methods, including telephone passwords, specimen signatures and email addresses ("**Access Methods**"), you and your Authorised Users are responsible for ensuring that security measures are in place at all times to prevent persons other than your Authorised Users gaining access to or otherwise using the Portal on your behalf. This includes ensuring that Access Methods are kept secure and are not disclosed or otherwise made available to any person other than the Authorised User to whom they relate. You accept responsibility for all acts or omissions of any person using your Account through your Access Methods, and you will be bound by the terms of instructions placed through the Portal using your Access Methods. If at any time your Access Methods become accessible to a person who is not an Authorised User, or upon discovery that your Access Methods have been lost, stolen, misappropriated or otherwise compromised, you must immediately contact American Express (see Contact Us section below). It is your responsibility to notify us in writing of all changes in your Authorised Users and to provide us with the specimen signature and security details if an Authorised User is to be added to your Account.

Customer Admin User

If we agree, you may be permitted to set up a "Customer Admin User" for your Account. The Customer Admin User will be designated by you and, if approved by us, will be able to create new Authorised Users via the Portal. Only the person designated by you and approved by us to be the Customer Admin User may use this functionality. You are responsible for ensuring that you have security measures in place to prevent any unauthorised access and or use of the Customer Admin User functionality. This includes making sure that any unique User ID and password that is given to the Customer Admin User is kept safe and not disclosed or otherwise made available to any other person. It is your responsibility to monitor the use of the Customer Admin User and any Authorised Users they create. Please ensure you maintain a record of all your Authorised Users.

Telephone, Email or Online Instructions

You authorise us to rely upon and act on your behalf in accordance with any telephone, email or online instructions (via the Portal), provided that:

- in the case of the telephone or email, the instructions are provided to us by an Authorised User; and
- in the case of online, instructions are submitted to us using a user ID and password via the Portal.

Cancellation

We can cancel your right to use your Account at any time, with or without cause and without prior notice, but we will inform you of this. If we take such action, you will still be obligated to pay all amounts owing on your Account immediately. If we are holding any money on your behalf that is not owing to us, we will (subject to any set-off rights) return such money to you within a reasonable timeframe.

Transactions for Business Benefit

You agree that all AccessLine Transactions, whether in your name or a related body corporate (as defined under section 50 of the Corporations Act 2001) are for your business benefit.

Set Off

You agree that we or our related bodies are entitled to set off and withhold any monies we or our related bodies hold for you or owe you or your related bodies, against any amounts you or your related bodies are obliged to pay us or our related bodies under these Terms and Conditions, or under any other agreement

Compliance with Law

You acknowledge that American Express is subject to various legal obligations (such as anti-money laundering and sanctions) in the markets in which it operates, and declare that your instructions will not breach any laws in Australia or any other country. American Express may delay, block or refuse to process any AccessLine Transaction without incurring any liability if we suspect that the AccessLine Transaction may breach any law in Australia or any other country

Assignment

We may assign, transfer or sell our rights, benefits or obligations under your agreement (these Terms and Conditions) with us at any time to any of our related bodies corporate or to any other third party. We may do this without notifying you. We may give information about you to the other party. The rights you may have at law are not affected by this clause.

General

These Terms and Conditions are governed by the law of the state or territory where the AccessLine application is signed. We can change these Terms and Conditions at any time. We will give you notice if we amend these Terms and Conditions. If you do not agree with the changes we make, you will have the right to discontinue your relationship with American Express (provided you have paid American Express any outstanding amounts).

Privacy

PRIVACY OF YOUR PERSONAL INFORMATION

The American Express Privacy Policy Statement sets out policies on how American Express collects, uses, shares and keeps your personal information. This policy can be found at americanexpress.com/au/privacy-statement.

COLLECTION, USE AND DISCLOSURE

To assess your application, and if it is approved, to establish and manage your Account, American Express needs to collect, use and disclose your personal information:

If you do not provide the information requested or give your agreement, American Express may decline your application. When you apply for an Account, we will collect your personal details such as name, date of birth, address and Card number. American Express collects information about you in a number of ways, including:

- directly from you, such as in your application or when you enter one of our competitions or promotions
- from your use of our products and services, such as when you use the Portal or when you access one of our websites
- from credit reporting bodies, or for identity verification
- from others, such as people or companies named in your application and our affiliates.

USING PERSONAL INFORMATION

We may use the information we collect about you on its own or combine it with other information to:

- deliver products and services, including:
- verify your identity when you contact us
- manage your AccessLine facility and your transactions, including the AccessLine Transaction.
- tell you about new features, benefits and updates to your accounts, products, and services
- advertise and market our products and services – and those of our business partners – including to:
- send or provide you with marketing, promotions and offers
- analyse whether our marketing, promotions and offers are effective
- help us determine whether you may be interested in new products or services
- conduct research and analysis, including to:
- better understand our customers
- allow you to rate and review our products and services
- produce data analytics, statistical research, and reports
- review and improve our products and services and make them easier to use
- develop new products and services
- manage fraud and security risk, including to:
- detect and prevent fraud or criminal activity
- safeguard the security of your information
- assess credit risks relating to our business, including to evaluate and process your applications for our products and services and manage your existing accounts
- use it in other ways as required or permitted by law or with your consent

WHEN WE MIGHT SHARE YOUR PERSONAL INFORMATION

We do not share Personal Information with anyone except as described below. We only share Personal Information as required or as permitted by law as follows:

- people you authorise to use or access your account
- the provider of any payment service you use to make payments to American Express
- with regulatory authorities, courts, and governmental agencies to comply with legal orders, legal or regulatory requirements, and government requests and to detect and prevent fraud or criminal activity, and to protect the rights of American Express or others
- within the American Express Family of Companies
- with our Service Providers who perform services for us and help us operate our business (for example, card manufacturers, collection agents, mail houses and reward redemption partners). We require Service Providers to safeguard Personal Information and only use your Personal Information for the purposes we specify
- share and exchange information with business partners and co-brand partners with whom we jointly offer or develop products and services for marketing, planning, product development and research purposes (but they may not use your Personal Information - in particular your email address - to independently market their own products or services to you unless you provide your consent)
- with third parties in the context of a sale of all or part of the American Express Family of Companies or their assets
- any other purpose you have consented to

AGGREGATED AND DE-IDENTIFIED INFORMATION

Aggregated or de-identified Information is not personal information and does not identify you individually; however, it may be derived from personal information. It helps us to analyse patterns among groups of people. We may share aggregated or de-identified Information in several ways, for example:

- for the same reasons as we might share Personal Information
- with any Business Partners to help develop and market programs, products or services and present targeted content and marketing
- with Business Partners to conduct analysis and research about customers

RECORDING TELEPHONE CALLS

American Express may also monitor and record your telephone conversations with us for staff training and service quality control purposes.

DIRECT MARKETING

From time to time, American Express, its agents and business partners (including insurance companies) will send you and any additional Authorised Users of the Portal information about products, services, offers and other promotions on offer from American Express or jointly with its business partner. These communications may be sent electronically (for example by email, mobile message or push notification), by telephone or by post. You can opt-out from receiving direct marketing at any time by calling 132 639. You can also adjust your communication preferences using our Online Preferences or opt-out of email marketing by clicking 'unsubscribe' in the footer of our emails. This will continue until you opt-out or until twelve months after you cease being an American Express customer.

TRANSFER OF YOUR PERSONAL INFORMATION OVERSEAS

We may transfer Personal Information to Service Providers or companies within the American Express Family of Companies throughout the world, for example, to process transactions and provide you with our products or services. Regardless of where we process your information, we still protect it in the manner described in this privacy statement and according to all applicable laws.

ACCESS AND CORRECTION

You may access your personal information held by American Express, and advise if you think it is inaccurate, incomplete or out-of-date. You may do so by contacting:

The Privacy Officer American Express International, Inc.

GPO Box 1582 Sydney NSW 2001

Australia

HOW WE STORE YOUR PERSONAL INFORMATION

American Express stores personal information in a combination of secure computer storage facilities and paper based files and other records. American Express has taken a number of steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. American Express uses 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. American Express will take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

Contact Us

Telephone

1300 554 884

Email

businessfx@aexp.com

Website

<https://www.americanexpress.com/au/foreign-exchange/accessline-domestic-international-payments-for-business/>

Portal

www.americanexpress.com.au/fxportal

Address

American Express
12 Shelley St, Sydney NSW 2000
Australia

