

## 1. Important

These Conditions cover your participation in the Corporate Cash Program offered by American Express (the "Program"). These Conditions supplement the American Express Corporate Card Member Terms & Conditions, which govern your use of the Corporate Card. By using the Program, you are agreeing to these Conditions and American Express Corporate Card Member Conditions. If you do not accept any of these Conditions, please notify us at once and return the documentation we have sent you.

The Program enables you to use the Card to obtain cash from the Card Account from ATMs operated by Banks or other organisations that participate in the Program.

The Program can only be used to obtain cash for business purposes.

## 2. Definitions

Expressions used in the Corporate Card Member Conditions have the same meaning in these Conditions. In addition, "Bank" means the bank or other institution that operates an Automated Teller Machine ("ATM"). "Card Account" means the Corporate Card account opened in the name of the Company with us. "PIN" means your Personal Identification Number. "AUD" means Australian Dollars.

## 3. Liability for Charges

You agree to be liable for all charges relating to the use of the Program as applicable to your Card Account.

## 4. Personal Identification Number

To protect any PIN approved by us to be used on your Card, please ensure that you:

- memorise the PIN;
- destroy our communication informing you of the PIN (if applicable);
- do not write the PIN on the Card;
- do not keep a record of the PIN with or near the Card details;
- do not tell the PIN to anyone;
- do not choose a PIN 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 PIN when entering it into an ATM or other electronic device.

## 5. Transaction Limits

At present, the limits on the total amount of cash which you may obtain from an ATM is as follows:

Corporate Card Liability Type	Limit
Individual Liability	AUD\$600 during any 28 day period
Limited Liability	AUD\$1,500 during any 7 day period
Corporate Liability	AUD\$1,500 during any 7 day period
Combined Liability	AUD\$1,500 during any 7 day period

(Or the equivalent amount in foreign currency). We may change these limits at any time in accordance with Section 10 of these Conditions. We may also impose individual limits or other conditions on your use of the Program at our discretion, based upon the status of the Card Account. The Bank that operates an ATM may impose its own transaction limits for security, credit or other reasons.

## 6. Payment for Cash you Obtain

Each time you obtain cash from an ATM through the Program by using your Card, you agree that we shall debit your Card Account for the transaction amount plus any applicable fees.

Fees are listed below and apply to the transaction amount.

Corporate Card Liability Type	Processing Fee
Individual Liability	3.5%
Limited Liability	3%
Corporate Liability	3%
Combined Liability	3%

If you make a cash withdrawal from an ATM in a currency other than Australian dollars, that transaction will be converted into Australian dollars. The conversion will take place on the date the transaction is processed by American Express, which may not be the same date on which you made your transaction as it depends on when the transaction was submitted to American Express. If the transaction is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the transaction amount into U.S. dollars and then by converting the U.S. dollar amount into Australian dollars. If the transaction 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 the FX percentage fee (% of charge) of 3.5%. This FX fee is in addition to our 3% processing fee. If transactions are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

Also, the Bank or ATM operator may charge you its usual fees for transactions under the Program.

## 7. Your Responsibility for Unauthorised Transactions

You must tell us immediately if you believe the Card or your PIN has been lost, stolen or used without your permission. You must telephone us in order to minimise your possible losses. See Section 11 of these Conditions for details of how to contact us.

When you tell us, we may give you a confirmation number as evidence of your report. You will not be held liable for losses, which occur, before you have received your Card or your PIN. If any person gains knowledge of your PIN or you have failed to keep the PIN and the Card separate and/or that person uses the Card to access an ATM, you shall be deemed to have authorised such person to use the Card at that ATM, and you will be liable for any transactions as if you had made them yourself.

We will not hold you liable for any unauthorised transaction made after you notify us of a loss, theft or suspected unauthorised use of the Card or your PIN. We will not hold you liable if you are unable to contact us to notify us of the loss of your Card because our notification systems are unavailable. Even if you fail to notify us, your liability for any unauthorised transaction or series of transactions shall not exceed AUD\$50, provided you have not participated in or directly benefited from the transaction.

## 8. Our Responsibility for Incorrect Transactions

We shall be responsible to you for your losses if any transaction at an ATM is not completed as you have requested, or if we do not debit the Card Account on time or in the correct amount, unless:

- The ATM was not working properly and you knew this when you started the transaction; or
- The Card Account is subject to any legal restrictions; or
- Circumstances beyond our control (such as fire, flood or power failure) prevent the transaction; or
- You have not complied with these Conditions.

## 9. Termination

We or any participating bank or financial institution, may add or remove any ATMs from the Program or change or limit the services provided at an ATM without notifying you beforehand. We reserve the right to discontinue the Program but will give you written notice if we do so. You may terminate your participation in the Program, but you must notify us in writing and stop using the Program. Your right to participate in the Program will also be terminated if your Card Account is cancelled for any reason. You agree to pay us for any amounts obtained through the Program (including fees), which remain unpaid after termination.

## 10. Changing these Conditions

We may change these Conditions at any time, including but not limited to fees, damages, commissions, how we apply payments, benefits and services associated with the Card Account and changes affecting your payment obligations. We will provide thirty (30) days' notice to you of any change to the Conditions, except where the change reduces what you have to pay (or is otherwise in your favour). You will be bound by any such change if you subsequently use the Program. If you do not accept any change to these Conditions, you may cancel the Card and destroy it. If you cancel your participation because of any change, you and/or the Company will still be liable for amounts obtained through the Program (including fees) before cancellation.

## 11. General

You should retain all transaction receipts and check them against your Card Account statements. You should contact us as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on your Card statement or receipt.

If you wish to contact us for any reason relating to the Program, call us on 1300 362 639 or write to us at:

American Express Australia Limited  
Customer Service – Corporate Card  
GPO Box 5087  
Sydney NSW Australia 2001

## 12. Law that Applies

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

