American Express Corporate Card Conditions – Australia

Combined Liability

IMPORTANT Before you complete the Application form and use your American Express Corporate Card, please read these Conditions thoroughly. If you do not wish to accept these Conditions, please destroy the Card as soon as possible.

1 SIGNING THE CARD For identification and to prevent misuse, you agree to sign the Card as soon as you receive it and before using it.

2 LIABILITY FOR CHARGES You agree to use the Card for bona fide business expenses which are in accordance with the Company’s business expense policies. Subject to the clause titled ‘Liability for Unauthorised Charges’, you and/or the Company shall be jointly and severally liable for all Charges incurred; provided, however that, the Company shall not be liable for Charges (i) incurred by you that are personal in nature and which did not accrue a benefit to the Company for which you are individually liable, or (ii) that the Company has not authorisation for.

3 LIABILITY FOR UNAUTHORISED CHARGES You and the Company are jointly and severally liable for Unauthorised Charges in the following circumstances only:

   • If you or the Company fail to comply with these Conditions or to protect your codes as required under the ‘Lost, Stolen or Misused Card’ Clause.
   • Where you or the Company contributed to, were in any way involved in or benefited from the theft, loss or misuse of the Card; and/or
   • Where you or the Company failed to notify us as required under the ‘Lost, Stolen or Misused Card’ Clause.

Otherwise, you and/or the Company are not liable for Unauthorised Charges. For example, if you or the Company gave your Card and/or codes to another person to use, or if either of you contributed to, were in any way involved in or benefited from the theft, loss or misuse of the Card, the Company would be jointly and severally liable for any Unauthorised Charges.

5 USE OF THE CARD You may only use the Card in accordance with these Conditions within the validity dates shown on its face. You must not give the Card or your access code number to another person to use, or authorise them to use the Card for goods, identification or any other purpose, except in the circumstances outlined in Clause 27; American Express AccessLine™ (‘AccessLine’). You must not use the Card to purchase anything for the purpose of resale unless approved by the Company in writing. You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for credit to the Card Account, if that Merchant agrees or has a receiver appointed over any of its assets. You must not use the Card if you or the Company has not been received, or has a receiver appointed over any of its assets. You must not use the Card if you or the Company gave your Card and/or codes to another person to use, or if either of you contributed to, were in any way involved in or benefited from the theft, lost or misuse of the Card; and/or that you have not provided or which is the subject of an investigation into the circumstances of your claim of Unauthorised Charges including without limitation, whether such a claim will be paid by the Company.

6 RESPONSIBILITY FOR CHARGES – IMMEDIATE PAYMENT Payment for all Charges is due and payable to us immediately upon receipt of our monthly statement by you and/or the Company, or not later than the due date as set out in the monthly statement. Each monthly statement shall be deemed to be served upon you if you have been served with it, or if you have received a copy of it, or if you have read it or are aware of its content by the date of the current actual or their seventh following its dispatch by the Company. You and/or the Company are bound to make payment for the full amount shown in the monthly statement immediately upon receipt thereof but not later than the due date as set out in the monthly statement.

7 PAYMENTS You and/or the Company must always pay us in Australian dollars. If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions. We may correct payments or any of your outstanding Charges as we choose, or request further payment or additional payment if your account is overdrawn.

8 FEES & CHARGES Fees for participating in the Membership Rewards program. We reserve the right to make changes to the Membership Rewards Program at any time, and to terminate the Membership Rewards Program or to terminate any membership privileges, and you agree that late payment charges may be incurred as follows:

• If you do not pay the full closing balance by the due date on your monthly statement, the unpaid balance will be identified as an ‘Overdue’ amount.
• Late payment charges will be charged to your account on the Overdue amount which is identified in a statement and will be billed in that statement.
• The Overdue amount may include any unpaid late payment charges billed on previous statements.
• The amount payable is set out in the attached Fee Schedule.
• If we receive a draft, direct debit or other payment instrument from the Company and/or you which is not honoured in full, you and/or the Company agree to pay us the dishonoured amount plus a dishonoured payment fee. We are entitled to reasonable handling costs and legal fees, except as prohibited by law. The dishonoured payment fee is set out in the attached Fee Schedule.
• If a Cheque has not been received, or a receiver appointed over any of the Company’s assets, you must not use the Card if a petition for winding-up of the Company is issued (unless the Company agree to release any amounts owed to you or your Company).

11 RENEWAL CARDS We shall issue you with a new Card when the current Card expires, and you and/or the Company agree to pay the annual Card fee, as outlined in the Fee Schedule, when we bill it, until the Company or you cancel and destroy the Card.

12 RECURRING CHARGES You may authorise a Merchant to bill your account at regular intervals for goods or services (‘Recurring Charges’). In order to avoid possible 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 will be liable for Recurring Charges incurred on a cancelled Card. To stop Recurring Charges, 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.

13 BILLING ADDRESS You and/or the Company must notify us immediately in the event of any change in your name, billing address or email address. We may charge an additional annual administration fee, where any billing address is outside Australia.

14 PROBLEMS WITH BILLS OR PURCHASES You are responsible for confirming the correctness of your monthly statement. If you dispute a Charge, you must notify us at once. We will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will credit the amount to your account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but you must pay us for all other Charges. Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card or refuses to provide goods or services in accordance with your instructions, you are not entitled to withhold payment from us because of such claim or dispute. You agree that if you request us to do so you shall provide us with written confirmation in relation to your claim of Unauthorised Charges including without limitation, whether such a claim will be paid by the Company.

15 SUBROGATION If a Merchant does not provide you with goods or services purchased by use of the Card we may at our discretion credit your account for the amount charged. If we do so, you by these Conditions appoint us your attorney to pursue any right you may have against the Merchant in your name, but at our cost, and you shall not limit or prejudice the Company’s right to pursue any claim against the Merchant, administration of, or commencing any proceedings against, the Merchant. You agree to assign to us on demand any such rights.

16 SET-OFF We shall be entitled to deduct and offset any amounts we owe or your Affiliates owe to you, from or against any amounts you owe us, the Company or Company Affiliates owe to us or any of our Affiliates under this or any other agreement.

17 LOST, STOLEN OR MISUSED CARD You must report the Card lost, stolen or misused as soon as practicable. You must report the Card lost, stolen or misused immediately by telephone on 1300 558 981 or +61 2 9271 8198 (or such other number advised by us to you or your Company administrator, administration of, or commencing any proceedings against the Merchant. You agree to assign to us on demand any such rights.

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18 CHARGES MADE IN FOREIGN CURRENCIES
(a) For each Charge submitted to us in a currency other than Australian Dollars (a “Foreign Charge”), unless we pre-authorise the Foreign Charge we will:
(i) convert it to US Dollars first (unless it was submitted to us in US Dollars); (ii) convert the US Dollar amount into Australian Dollars; and (iii) apply a single non-refundable currency conversion fee to the Australian Dollar amount of the Foreign Charge.
(b) We will use exchange rates selected from customary industry sources on the day week prior to the day we process the Foreign Charge, unless required by law or as a matter of local custom or convention to use a specific rate. The exchange rate we use may be higher or lower than the exchange rate available on the day you make the Foreign Charge. Exchange rate fluctuations can be significant. The American Express Exchange Rate is set daily between Monday and Friday, except 1 January and 25 December. Changes in the rate will be applied immediately and without notice to you.
(c) When making a Charge in a foreign currency you may have the choice to allow a third party to convert the Charge into Australian Dollars at the point of sale. You should check the third party fees and charges before completing the Charge. If you choose this option, then that third party will: (i) determine the exchange rate and any commission or fees payable for the currency conversion; and (ii) present that Charge to us in Australian Dollars, meaning we will not convert the Charge or apply a currency conversion fee.
(d) Any refund transactions are processed at the date of the refund and you acknowledge that the refund amount may not be the same as the Charge. The amount of any non-refundable currency conversion charge will generally differ from the amount of the original Charge because: (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge; (ii) any currency conversion fee charged on the original purchase is not refunded. We do not charge you a currency conversion fee on the refunded amount; and (iii) where third parties convert foreign currency Charges into Australian Dollars, those third parties may also apply a different conversion rate to any refund.
19 CASH You cannot use the Card to obtain cash from ATMs unless you enrol in the cash program. The cash program is governed by a separate agreement.
20 PRIVACY The American Express Privacy Policy Statement sets out policies on how American Express collects, uses, shares and keeps your credit and personal information. American Express does not agree to use your credit and personal information in this way, we may be unable to provide our products and services to you. The way we collect, use, share and keep your information is subject to the Privacy Act. The American Express Credit Reporting Policy is available at www.americanexpress.com.au/creditinfo and contains additional information about:
• credit reporting including credit reporting bodies to which American Express is likely to disclose your credit information; • how you may access and seek correction of your credit information held by American Express; and • how you may complain about a failure of American Express to comply with the Privacy Act and how American Express will deal with a complaint.
Collection, use and disclosure of credit information
American Express may obtain consumer credit, commercial credit and other personal information about you for marketing purposes. This includes contacting you by telephone, mail or electronically (for example by email, mobile message or push notification) in relation to goods or services from an American Express Company or any third party providing products jointly marketed with American Express. You may opt out of receiving marketing communications by withdrawing this invitation and removing your name from our marketing lists. This invitation will remain in place until you withdraw it or for twelve months after you cease being an American Express Card Member.
Transfer of your personal information and credit information overseas
American Express is a global company and may use your personal information and credit information overseas to help our business functions. As a result American Express may need to share your information outside of Australia. It is impracticable to list out each and every country that American Express may share your information to, but such countries include the United States of America, Malaysia, India and the United Kingdom. American Express will ensure that any transfer of your personal information and credit information is subject to appropriate conditions of confidentiality to ensure your information is handled consistently with the Australian Privacy Principles.
Access and Correction
You may access your personal information and credit 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 Australia Limited, GPO Box 1582, Sydney NSW 2001, or Phone: 1300 362 639
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 about you, against 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 ensure that your personal information is accurate, complete and up-to-date. We will notify you if we are unable to comply with any request to access or correct your personal information.
Information about other individuals
If you provide 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 clause; • your ability to access that information in accordance with the Privacy Act (and advise American Express if they think the information is inaccurate, incomplete or out-of-date); and • that the contact details of the American Express Privacy Officer.
21 EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS If we have to or will have to pay or reimburse anyone else for any tax, duty or other charge imposed by law in Australia or in any country in respect of the Card, your use of it or any other transaction involving you or the deposit of funds received for the account, we may charge to the Card Account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may charge to or subtract from your Card Account any such amount to cover exchange control, tax and other laws and other laws which apply to your use of the Card, and you agree to indemnify us against any consequence of your failure to comply. It is an offence under the Financial Transactions Reporting Act 1998 (Cth) to conduct transactions in any account which may be, or is to be treated as a tax evasion evasion or an offence the Commonwealth, states and territories, we are required to complete and render a suspicious matter report to the Federal Government financial intelligence unit (AUSTRAC).
22 ENFORCEMENT EXPENSES You and/or the Company will pay us our reasonable costs in recovering or attempting to recover Charges from you, including solicitor’s fees on a solicitor/client basis, except as prohibited by law.

23 SUSPENSION We may suspend your right to use the Card with or without cause and without notice. If we do suspend your Charge privileges you cannot use the Card until arrangements satisfactory to us have been made for payment of outstanding Charges. Our Card reinstatement fee is $35.

24 CANCELLATION Either you or the Company may at any time cancel the Card issued to you. Your cancellation will not be effective until you or the Company notify us and we acknowledge receipt of the notification. On cancellation you must destroy the Card. You and/or the Company will remain liable for all Charges incurred before the Card is destroyed. The Card will be cancelled upon termination of your employment. The Card remains our property and we can cancel your right to use it at any time, with or without cause and without notice. If we cancel the Card without cause we may refund a portion of the annual fee. We may inform Merchants of cancellation. If the Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once. You must hand it over to any Merchant which so requests or to any third party we nominate.

25 OUR LIABILITY Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

26 CHANGING THESE TERMS AND CONDITIONS We have the right to change these Conditions at any time. We shall notify you of any change. By keeping or using the Card after notification, you agree to the change. If you do not accept any change to these Conditions you may cancel the Card and destroy it. We may then refund a portion of the annual fee. You and/or the Company will still be liable for all Charges incurred.

27 AMERICAN EXPRESS ACCESSLINE™ (ACCESSLINE) This section applies where your Company has been approved as an AccessLine customer of American Express FX International Payments to use its international and domestic payment service and you have registered your Card to make payments through AccessLine. By registering your Card, you have authorised the Company, from time to time, to appoint any number of individuals (Authorised Users) to charge your Card for the purposes of paying for the Company’s international and domestic payments.

28 GENERAL

a) You understand that the Company will designate an employee as a Program Administrator and authorises the Program Administrator to act on its behalf for all matters relating to these Conditions including but not limited to viewing Card Member transactions, changing credit limits, cancelling Cards and updating Card Member information.

b) You will be deemed to have received any notice we give you under these Conditions seven (7) days after we send it, unless you receive it earlier.

c) A certificate signed by one of our officers stating the amount that you and/or the Company owes us under these Conditions is proof of such amount. A copy of any document relating to the account with us or produced from data received by us electronically from a Merchant shall be admissible to prove the contents of that document for any purpose.

d) We may assign these Conditions at any time without your consent.

e) No forbearance, delay or failure on our part to exercise or partially exercise any power or right under these Conditions shall operate as a waiver of such power or right.

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

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**FEE SCHEDULE** – AUSTRALIA (AUD)

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<tr>
<th>Corporate Products</th>
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<td>American Express Corporate Card (Green) &amp; American Express Qantas Corporate Card (Green)</td>
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<td>American Express Corporate Card (Gold) &amp; American Express Qantas Corporate Card (Gold)</td>
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* Various service related fees may be charged if you elect additional services from us. Any such fees will be disclosed to you at the time of accepting the service.

# All fees are GST exclusive.

International Payments are arranged through American Express International, Inc. (ABN 15 000 638 208 AFSL No. 237996). Incorporated with Limited Liability in Delaware, USA.

americanexpress.com.au/cs

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