

## Individual Liability

**IMPORTANT** Before you complete the application form and use your American Express Corporate Card, please read these Conditions thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and they will govern your use of the Card. If you do not wish to accept these Conditions, please destroy the Card as soon as possible.

- 1. DEFINITIONS** In these Conditions, please remember that the words **'you'**, **'your'** and **'Corporate Card Member'** mean the individual named on the enclosed Card. The words **'we'**, **'our'** and **'us'** means American Express Australia Limited (ABN 92 108 952 085). **'Company'** means the company, firm, or organisation whose name may appear on the Card and which has requested us to issue the Card to you. **'Affiliate'** means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries. **'Card'** means any Card, whether plastic, non-plastic or a virtual account number, issued to you pursuant to this application. **'Merchant'** means a business or organisation which accepts the Card. **'Charge'** means a transaction made with or charged with the Card, whether or not a Record of Charge Form is signed for such transaction, and also includes fees, late payment charges, taxes and all other amounts you have agreed to pay us or to be liable for under these Conditions. **'Unauthorised Charges'** are Charges that did not benefit either the Company or the Corporate Card Member and which were incurred by someone who was not the Card Member and who had no actual, implied, or apparent authority to use the Card.
- 2. 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.
- 3. LIABILITY FOR CHARGES – Individual Liability** You agree to use the Card for bona fide business expenses which are in accordance with the Company's business expenses policies. You are liable for all Charges, including Unauthorised Charges related to a lost or stolen Card or code being used by an unauthorised person under the circumstances and within the limits set out in the "Liability for Unauthorised Charges" section of these Conditions. The Company is not liable to pay us for any Charges.
- 4. 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 account number to others or allow them to use it for Charges, identification or any other purpose. You must not use the Card to purchase anything for the purpose of resale unless permitted by us 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 is obliged to do so. You shall not obtain a credit to the account for any reason other than as a refund for goods or services previously purchased with the Card. You must not use the Card if a petition for winding-up of the Company is issued (unless the petition is no longer in force), or if the Company passes a resolution for its liquidation or has a receiver appointed over any of its assets. You must not use the Card if you do not honestly expect to be able to pay your account in full on receipt of your monthly statement. You acknowledge and agree that we have the right to refuse authorisation for any Charge without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting in such refusal. You may not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia or any country where the Card is used or where goods or services are provided. You may not use your Card for amounts that do not represent bona fide sales of goods or services, e.g. purchases at Merchants that are owned by you (or your family members) or employees or any other person contrived for cash flow purposes. To protect your PIN, telephone codes, online password and any other codes approved by us to be used on your account (called codes), you must ensure that you:
  - memorise the code;
  - destroy our communication informing you of the code (if applicable);
  - do not write the code on the Card;
  - do not keep a record of the code with or near the Card or account details;
  - do not tell the code to anyone;
  - if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
  - take care to prevent anyone else seeing the code when entering it into an Automatic Teller Machine (called ATM) or other electronic device.
- 5. LOST, STOLEN OR MISUSED CARD** You must ensure that we are informed immediately by telephone on 1300 362 639 or +612 9271 2444 (or such other number advised by us to you or your Company from time to time) if:
  - a Card is lost or stolen,
  - a mobile device through which your Card may be used is lost or stolen,
  - a renewal Card has not been received,
  - someone else learns a code, or
  - you suspect that your account is being misused.
 If a Card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement Card.
- 5a. LIABILITY FOR UNAUTHORISED CHARGES –** For Unauthorised Charges, provided that you and the Company complied with these Conditions including the section "Use of the Card" and provided that you and the Company 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, unless you or the Company have delayed notifying us, in which case you will be liable for all Unauthorised Charges until you did notify us. If you or the Company did not comply with these Conditions, or if you or the Company contributed to, were involved in, or benefitted from the loss, theft or misuse, you will be liable for any Charges, for example, if you gave your Card and/or codes to another person to use.
- 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 or the Company, but not later than the due date as set out in the monthly statement. Each monthly statement of Charges shall be deemed to have been received by you and/or the Company (depending on the billing system in place) upon the date of the actual receipt or the seventh day following its dispatch by us. 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. BILLING ADDRESS** You and/or the Company must notify us immediately of any change in the Company name, billing address or email address. If we send statements directly to you, you must notify us immediately of any changes in your name, billing address or email address. We may charge an additional annual administration fee where any billing address is outside Australia.
- 8. TAXES AND DUTIES** 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 in respect of the Card, your use of it or any other transaction involving you or the deposit of funds received for your 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 make such charge in advance.
- 9. LATE PAYMENT CHARGES** If your account is not paid in full on receipt of your monthly statement, or by the due date as set out in the monthly statement, you are in default. Therefore, you acknowledge that we may suspend or cancel your Charge 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 incurred on any 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.
- 10. ENFORCEMENT EXPENSES** You 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.
- 11. CHARGES MADE IN FOREIGN CURRENCIES**
  - (a) For each Charge submitted to us in a currency other than Australian Dollars (a 'Foreign Charge'), on the day we process 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 week day 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 (in which case we will look to be consistent with that custom or convention). 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) submit 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 refund of a Charge made in foreign currency 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, however, charge an additional 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.
- 12. PAYMENTS** You 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 credit part payments to any of your outstanding Charges and other accounts with us as we choose. Payments from accounts not in the Company's name or in the name of an Affiliate Company or the Card Member's name are not permitted. Payments may be made from a joint account where the Card Member is a named account holder. We may require additional verification for any payment received from an unrecognized source and we reserve our rights to suspend or cancel your American Express Corporate Card immediately if in breach of this requirement.
- 13. DISHONOURED PAYMENTS** If we receive a draft, direct debit or other payment instrument from or for you which is not honoured in full, you and/or the Company agree to pay us the dishonoured amount plus our reasonable collection costs and legal fees, except as prohibited by law. If you have agreed to pay your account by direct debit, this also applies to any debit instruction we give to your bank which is not honoured in full. The dishonoured payment fee is set out in the attached Fee Schedule.

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**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. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute. You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of Unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official Police report. By reporting the existence of Unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the Unauthorised Charges to the Police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the Police in relation to your claim of Unauthorised Charges.

**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, including but not limited to voting and proving in any insolvency, 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 or our Affiliates owe to you, from or against any amounts you, the Company or Company Affiliates owe to us or any of our Affiliates under this or any other agreement.

**17. RENEWAL CARDS** We shall issue you a renewal Card when the current Card expires, and you agree to pay the annual Card fee when we bill you, until you cancel and destroy the Card.

**18. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS** You must comply with exchange control, tax laws and any other laws which apply to your use of the Card. It is an offence under the *Financial Transaction Reports Act 1998* (Cth) to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. In accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act, where we suspect on reasonable grounds any matter related to the Card Account to be related to the financing of terrorism, money laundering, tax 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).

**19. PRIVACY** The American Express Privacy Policy Statement sets out policies on how American Express collects, uses, shares and keeps your credit and personal information. If you do not agree to our use of your credit and personal information in this way, we may be unable to provide our products and services to you. American Express may be required to verify your identity to comply with our legal obligations. You must provide the requested identity documentation upon notice from American Express. Failure to do so may result in cancellation of your Card Account. You will be notified of any such cancellation. 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](http://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 reports about you from credit reporting bodies or other sources for uses permitted by the Privacy Act.

This includes:

- assessing your credit worthiness;
- assessing this application;
- collecting overdue payments;
- American Express' internal management purposes relating to the provision or management of your account; and
- Verifying your identity.

We may also disclose personal information to credit reporting bodies as permitted by the Privacy Act, including:

- that you have applied for a Card and the credit limit;
- that American Express is a credit provider to you, including the type of credit, account opening and closing dates and credit limit;
- 24 months repayment history on your Card Account;
- default information relating to payments that are at least 60 days overdue (and advice that overdue payments have been paid in full);
- that you have committed a serious credit infringement; and
- that you have made a request to correct your personal information.

#### **Collection, use and disclosure of personal information**

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

- assessing your application and administrating and managing your account;
- providing you with special offers or benefits and marketing our products and services;
- planning, product development and research;
- modelling and assessing risks and preventing or investigating fraud and crime;
- complying with legislative and regulatory requirements, including but not limited to disclosing personal information to, and obtaining personal information from credit reporting bodies or other sources before, during or after providing credit to you for the purpose of identity verification; and
- any other purpose you have consented to.

For the purposes set out above, we may share and exchange your personal information with:

- the Company (including any related entity of the Company), and its processors, in connection with the Corporate Card;
- any person whose details you have given us;
- the Program Administrator as notified to us by the Company;
- the provider of any payment service you use to make payments to American Express;
- 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);
- 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;
- any organisation whose name, logo or trademark appears on this application or on the Card issued to you for marketing, planning, product development and research purposes; and
- Credit reporting bodies or other sources.

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

#### **Direct Marketing**

You acknowledge that American Express, our agents, and our preferred alliance organisations (including insurance companies) may use your personal information 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 from any third party providing products jointly marketed with American Express. You can call 1300 362 639 if you want to withdraw this invitation and remove 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 organisation and we may use international entities 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  
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 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.

#### **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;
- their 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
- the contact details of the American Express Privacy Officer.

**20. 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.

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- 21. 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.
- 22. CANCELLATION** Either You or the Company may at any time cancel the Card issued to you. Your cancellation will not be effective until you 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 30 days' notice without reason. If we cancel the Card without cause we will refund a portion of the annual fee. We may inform Merchants of cancellation. If the Card is cancelled or expires, you must not use the Card for any purpose, but you must destroy it at once. You must hand it over to any Merchant which so requests or to any third party we nominate.
- 23. 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.
- 24. CHANGING THESE TERMS AND CONDITIONS** We have the right to 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). 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 will still be liable for all Charges incurred until cancellation.
- 25. RECURRING CHARGES** You may authorise a Merchant to bill your Account at regular intervals for goods or services ('Recurring Charges'). In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the Merchant in the case of a replacement Card or cancelled Card, it is always your responsibility to contact the Merchant and provide replacement Card information or make alternate payment arrangements. You 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.
- 26. 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 actually receive it earlier.
  - c) A certificate signed by one of our officers stating the amount that you and/or the Company owe us under these Conditions will be proof of such amount. A copy from a microfilm of any document relating to your account with us or produced from data received by us electronically from a Merchant's point-of-sale terminal or from you 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 any power or right under these Conditions shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any further exercise of that or any other power or right.
  - f) These Conditions are governed by the laws of New South Wales.

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FEE SCHEDULE\* – AUSTRALIA (AUD)

Corporate Products	Fees#			
	Late Payment Charge	Foreign Currency Conversion Commission	Annual Card Fees (figure in brackets denotes number of Cards issued)	Dishonoured or Returned Payments
<b>American Express Corporate Card (Green) &amp; American Express Qantas Corporate Card (Green)</b>	The greater of \$30 or 3% of the outstanding balance	3.5%	(1 – 19) \$70 (20 – 99) \$50 (100 – 249) \$40 (250 – 499) \$35 (500+) \$0	\$6
<b>American Express Corporate Card (Gold) &amp; American Express Qantas Corporate Card (Gold)</b>	The greater of \$30 or 3% of the outstanding balance	3.5%	Incremental fee @ \$35 per Card	\$6
<b>American Express Corporate Card (Platinum) American Express Qantas Corporate Card (Platinum)</b>	The greater of \$30 or 3% of the outstanding balance	3.5%	\$800 \$1200	\$6

\* 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.