



## American Express SafeKey<sup>®</sup> Terms and Conditions

Welcome! American Express SafeKey is an online authentication service that provides an additional layer of security against theft and fraud when buying goods and services online at participating SafeKey retailers using your American Express<sup>®</sup> Card.

American Express SafeKey is provided under license by **us** - American Express Australia Limited and American Express International (NZ) Inc. For holders of American Express Cards issued in Australia and New Zealand, your use of American Express SafeKey is governed by, and subject to these SafeKey Terms and Conditions and as always, your American Express Card Terms and Conditions. If there is any conflict between the two, your American Express Card Terms and Conditions will apply.

**IMPORTANT:** By using American Express SafeKey, you agree to be bound by these Terms and Conditions and consent to the processing of your personal information for the purposes described below. Please read these Terms and Conditions carefully before using SafeKey.

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### 1. ONE-TIME PASSWORD

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We will send you a one-time password to the email address and/or mobile phone number we have on record for you. Your one-time password is only valid for **ten minutes** from the time you submit your card details to the merchant. If you do not complete your transaction during the ten minutes, you will need to restart the transaction with the merchant.

You should ensure that your mobile and email messages are readily accessible before you start a transaction at a participating SafeKey merchant. You can resend your one-time password as often as you like during the ten minute validity period. It is your responsibility to ensure you have adequate mobile coverage and internet connection to receive messages. We are not liable for any loss or damage you may suffer if you are unable to receive or access your one-time password.

You must not share your one-time password with anyone.

If you enter your one-time password incorrectly, your access to SafeKey may be blocked and you may need to contact us to proceed with the transaction. We are not liable for any loss or damage you may suffer if you do not enter your one-time password correctly.

## 2. EMAIL & MOBILE PHONE DETAILS

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If we do not have an email address or mobile phone number on record, you will need to provide us with those details when prompted. You will be asked certain security questions to verify your identity. If you do not answer these security questions correctly, then your Card and your access to online services may be blocked. You will need to contact us to un-block it - see Contact Us section below. We are not liable for any loss or damage you may suffer if you forget the responses to your security questions, or get the answers wrong, if the mobile number or email address you provide is invalid or not current or you are not able to receive or access your mobile or email messages.

You can change your nominated email address or mobile phone number at any time by following the SafeKey prompts, logging into your online account or contacting us at the number on the back of your Card.

**IMPORTANT:** If you provide us with new contact details, American Express will update all of its records with those new contact details. This means that you will receive all future communications and alerts from us at the new email address or mobile phone number you provided. Your new contact details will be used in the same way as your old contact details and will be subject to and governed by your American Express Card Terms and Conditions.

## 3. PRIVACY

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American Express is strongly committed to safeguarding your privacy. We will use personal information collected through SafeKey for the purpose of providing the American Express SafeKey service (for example, to verify your identity or to authorise transactions) and to update your contact details in American Express' systems.

From time to time, American Express, its agents and business partners (including insurance companies) may send you 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 phone or by post. You can opt-out from receiving direct marketing at any time by calling the number on the back of your Card. 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. These communications will continue until you opt-out or until twelve months after you cease being an American Express Card Member.

Your personal information will be handled in accordance with our Online Privacy Statement which includes full details about our privacy practices. To see our Online Privacy Statement and our Privacy Policy, follow the links below:

AU - [Online Privacy Statement](#)

NZ - [Online Privacy Statement](#)

We will not share your personal information with anyone except as required or permitted by law.

We take extensive precautions to secure your personal information in strict accordance with all applicable laws and regulations. Card information and security details are transmitted using a high level of encryption and are stored on our secure server behind a firewall to protect against unauthorised access.

We may transfer your personal information to the United States (US) or other countries for processing, where data protection laws may not be as comprehensive as in Australia or New Zealand. However, we have taken appropriate steps to ensure your information is afforded the same level of protection as in the country where your Card is issued.

#### **4. USE**

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The following terms apply to your use of American Express SafeKey:

- i. You must comply with all guidelines and rules relating to the use of American Express SafeKey that we may issue from time to time.
- ii. You must not use American Express SafeKey to commit any fraud or in any way that is misleading, deceptive, dishonest or illegal.
- iii. By using an American Express Card at a participating SafeKey merchant, you represent and warrant to us that you have full rights to use that Card.
- iv. You may not transfer or sell your one-time password or security details to any third party.
- v. We may stop you using American Express SafeKey if we believe that you have provided any false, inaccurate, incorrect or incomplete information.

#### **5. LIABILITY**

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These terms governing liability are in addition to the terms relating to liability in your American Express Card Terms and Conditions.

We are not responsible or liable for any loss or damage you may suffer if you are unable to complete a transaction at a participating SafeKey merchant due to factors outside of our control, including:

- You not being able to receive or access your mobile or email messages;
- The mobile number or email address you provide not being valid or current;
- You entering your one-time password incorrectly;
- You forgetting the responses to your security questions or getting the answers wrong;
- Any un-preventable or un-foreseeable data compromise incident, third-party hacking, systems failure or third-party fraud;
- Your failure to comply with these SafeKey Terms & Conditions.

We are not liable for any damage or any viruses which may affect your computer or mobile device or any software on account of your access to or use of American Express SafeKey.

American Express does not recommend or endorse any retailer (or their goods or services) by virtue of that retailer participating in American Express SafeKey. There are risks with all online transactions and American Express does not warrant or represent that shopping at participating American Express SafeKey retailers is risk free.

## 6. CHANGES/UPDATES

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These Terms & Conditions were last updated on the Effective Date listed at the bottom of this page.

We may stop American Express SafeKey at any time. We may also make changes or updates to American Express SafeKey or to these Terms & Conditions. We will not be liable to you if we stop, make changes or update American Express SafeKey or these Terms & Conditions.

If we make changes to American Express SafeKey or these Terms & Conditions, we will only notify you in advance if they are material changes that are to your disadvantage. In that case, we will notify you by posting a notice on our website, posting a notice in the SafeKey window or sending you a notice to your email or postal address that you have provided to us in connection with any of your accounts.

If the changes are not material changes, then we will simply publish the new Terms & Conditions and update the Effective Date.

If you continue to use SafeKey after we make changes to the Terms & Conditions, you will be deemed to accept the new Terms & Conditions.

## 7. SUSPENSION/TERMINATION

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If you fail to comply with any of these Terms & Conditions we can suspend or terminate your participation in American Express SafeKey.

### ***Misuse & Fraud***

If you suspect that your security details are being misused, or an online transaction is unauthorised, you must tell us immediately.

## 8. CONTACT US

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If you have a question regarding American Express SafeKey, or an online transaction using American Express SafeKey, you should contact Customer Services by calling the number on the back of your Card.

**EFFECTIVE DATE:** 1 July 2014

American Express Australia Limited 12 Shelley Street, NSW Sydney 2000 (ABN 92 108 952 085). Australian Credit License No. 291313

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