



### **Postal Address**

American Express Australia Limited  
Card Member Services  
GPO Box 1582  
Sydney NSW 2001

### **Lost or Stolen Cards In Australia**

Telephone: 1300 363 687

### **Overseas**

Report your loss or theft to the nearest  
American Express Travel Service location or call collect  
(reverse charges) to Australia +61 2 9271 8666

### **Account Enquiries**

Telephone: 1300 363 687 (in Australia)

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## Business Credit Card Conditions

### Our Offer

This booklet sets out the respective rights and obligations of you and American Express concerning the American Express Business Credit Card offered to you. If you sign the Business Credit Card or use it to make a purchase, Balance Transfer or obtain a Cash Advance, you will be agreeing to these Conditions. The Financial Table and these Conditions will govern your use of the Primary Business Credit Card, any Employee Business Credit Card (Employee Card Members must be aged at least 18) and all transactions on your Account. If you do not agree to this, please cut the Business Credit Card in half and return the pieces to us as soon as possible.

Please read and ensure each Employee Business Credit Card Member reads the Financial Table and these Conditions (and any changes to them) thoroughly.

By activating and using your Business Credit Card or using your Account, you agree to these Conditions, which replace any previous agreement for your Account. These Conditions will be available electronically and may be sent to you electronically.

### Business Purpose

As the Account is to be used wholly or predominantly for business purposes, you may lose your protection under the National Credit Code.

**These Conditions do not contain all the Conditions of your contract with us or all the information we give you before the contract is made. Further Conditions and information are contained in the Financial Table.**

### 1. Definitions

As you read these Conditions and the Financial Table, please remember that:

References to persons

**Business** means the business entity (whether a sole trader, partnership, company or other organisation) which has registered the issuance of the Business Credit Card and whose name may appear on the Business Credit Card.

**Employee Business Credit Card** means an American Express Business Credit Card issued to another person over the age of 18 at your request and on your Account.

**Employee Business Credit Card Member** means a person over the age of 18 to whom an Employee Credit Card is issued.

**Merchant** means a business or organisation which accepts the Business Credit Card.

**We, our, us** means American Express Australia Limited (ABN 92 108 952 085).

**You, your** means the Card Member named in the Financial Table.

#### Cards

**Business Credit Card** means the Primary Business Credit Card and each Employee Business Credit Card.

**Employee Business Credit Card** means an American Express Business Credit Card issued to another person at your request and on your Account.

**Primary Business Credit Card** means the American Express Business Credit Card issued to you.

#### Other definitions

**Account** means your Business Credit Card account with us for the Primary Business Credit Card and all Employee Business Credit Cards.

**Annual Percentage Rate** means the interest rate we charge on Charges. It is set out in the Financial Table, but may change from time to time (see Section 32 of these Conditions). You can find out the Annual Percentage Rate by asking us.

**Balance Transfer** means a transfer of the outstanding balance of a credit Card with another financial institution to your Account, in accordance with Section 11 of these Conditions.

**Charge** means a transaction made with the Business Credit Card or charged to your Account (including through an application or mobile device), including a Cash Advance, purchase, fees and charges, interest, taxes and all other amounts you have agreed to pay us or be liable for under these Conditions.

**Code** means a PIN, Express Access telephone code and Online Services password.

**Conditions** means these American Express Business Credit Card Conditions and includes the Financial Table.

**Credit Limit** means the credit limit for your Account in the Financial Table, and as notified in your monthly statement from time to time.

**Financial Table** means the Financial Table which is issued to you, containing details of your Credit Limit and other information. It forms part of your contract with us.

**Over Limit Amount** means any amount debited to the Account exceeding the Credit Limit.

**PIN** means Personal Identification Number issued by us or selected by you in relation to the Business Credit Card.

## 2. Protect the Card and Codes

**Card.** For identification, and to prevent misuse, you must ensure that you:

- sign it as soon as you receive it;
- carry it with you whenever you can; and
- regularly check that you still have your Business Credit Card.

**Codes.** To protect your codes you should:

- try to memorise them;
- destroy our letter telling you the Code (if applicable);
- not write the Code on any Business Credit Card even if the code is disguised;
- not keep a record of the code with or near the related Business Credit Card;
- not tell anyone your Code, including family and friends. If you are asked to disclose your Code by other persons with similar authority, you should not divulge your Code;
- if you select your own Code, do not select a number or other Code that can easily be associated with you, such as your date of birth, telephone number, etc., as these self selected Codes may be found on other documents also kept with your Business Credit Card. In the event of loss or theft of your Business Credit Card, a thief may be able to obtain your Code from these documents and access your Account.

## 3. Liability

You and the Business are jointly and severally liable to us for all Charges on the Account. This includes all Charges on the Primary Business Credit Card and all Employee Business Credit Cards. You must ensure that all of these Business Credit Cards are used in accordance with these conditions.

You should ensure that each Employee Business Credit Card Member reads and understands the Financial Table and these Conditions (and any changes to them) because you and the Business are jointly and severally

liable for their use of the Business Credit Card and all Charges they incur on the Account.

You and the Business authorise us to give an Employee Business Credit Card Member information about the Account.

#### **4. Credit Limit**

The Credit Limit is the maximum amount of credit and all Charges which you, together with all Employee Business Credit Card Members, may obtain on the Account.

**Exceeding the Credit Limit.** You must ensure that the Account debit balance does not exceed the Credit Limit. You must immediately pay to us all Over Limit Amounts. These will be shown in your monthly statement.

**Changes to the Credit Limit.** You may request us to change your Credit Limit. We may also, from time to time, notify you that you are eligible for an increased Credit Limit. If we agree to your request, or you accept an invitation from us to increase your Credit Limit, we will inform you of the new Credit Limit in writing. We may reduce your Credit Limit at any time without giving you prior notice, but we will advise you of this.

#### **5. Cash Advances**

Only where applicable to your Business Credit Card shall the following Cash Advances section apply.

**Obtaining Cash Advances.** To obtain Cash Advances with the Business Credit Card, you must:

- complete and send to us a Cash Advance enrolment form; and
- provide us with proof of identification as required by law.

We will then send you a PIN and our Business Credit Card Cash Advance Facility Conditions of Use. You cannot obtain Cash Advances with the Business Credit Card without that PIN.

**Limit on Cash Advances.** You may access a percentage of your Credit Limit (as set out in the Financial Table) by way of Cash Advances, subject to your available credit. We may vary that percentage from time to time. Other transaction limits for Cash Advances are specified in the Business Credit Card Cash Advance Facility Conditions of Use.

**Separate Conditions.** You may only obtain Cash Advances subject to our separate Business Credit Card Cash Advance Facility Conditions of Use. They will be sent to you after we receive your Cash Advance

enrolment form and proof of identification. By obtaining any Cash Advance you agree to comply with the Business Credit Card Cash Advance Facility Conditions of Use (in addition to these Conditions).

## 6. Fees and charges

You must pay us the fees and charges shown in the Financial Table and these Conditions, and you authorise us to charge them to the Account, when they are due for payment. These fees and charges are inclusive of goods and services tax, if any.

## 7. Interest charges

### IMPORTANT

Whether interest applies to a Charge (except Balance Transfers) depends on if you pay the **Closing Balance** shown on each monthly statement paid in full by the **Minimum Payment Due Date**.

If you only pay the **minimum monthly payment** (instead of the **Closing Balance**) interest will apply to all Charges.

Except for Balance Transfers, you don't pay interest on Charges if, every month, you pay the **Closing Balance** shown on a monthly statement in full by the **Minimum Payment Due Date**.

Interest is always charged on Balance Transfers, even if you pay the **Closing Balance** shown on a monthly statement in full by the **Minimum Payment Due Date**.

**Useful Terms.** To help you understand how interest charges work:

**Closing Balance** means the closing balance shown on your monthly statement.

**Minimum Monthly Payment** means the minimum amount you are required to pay each statement period.

**Minimum Payment Due Date** means the date by which you must pay the Minimum Monthly Payment shown on your statement.

**Opening Balance** means the balance on your Account at the beginning of the statement period.

**How we calculate Interest and when it is added to your statement.** Any interest on a Charge (including Balance Transfers) applies from the day the Charge is made or from the first day of the statement period in which the Charge is first debited to your Account if that is later than



the date of the Charge. Interest is charged until you have paid the outstanding balance on your account in full.

Interest is calculated each day during a statement period on the daily balance of Charges on which interest is payable (taking into account any payments or credit to your Account) at the daily rate (which is the Annual Percentage Rate divided by 365). The total interest for the statement period is then debited to your Account and will appear on your statement as a Charge on the last day of the statement period.

**When is interest charged?** The following diagram explains when interest is payable on your Account. This depends on whether the Closing Balance shown on a statement is paid in full on both the current and previous statements. Even if you don't pay the Closing Balance in full, any part payment or minimum monthly payment you make will have the effect of reducing the daily balance of Charges and therefore the interest payable on your Account.

Did you pay the full Closing Balance shown on your previous statement by the minimum payment due date?	Will you pay the full Closing Balance shown on your current statement by the minimum payment due date?	Then, on your next statement, you will be charged interest on:
Yes	Yes	• Balance Transfers only.
Yes	No	• Opening balance; and • each new Charge shown on your current statement; and • each new Charge and Balance Transfer shown on your next statement.
No	No	• Opening balance; and • each new Charge and Balance Transfer shown on your next statement.
No	Yes	• Balance Transfer shown on your next statement; and • Opening balance and each new Charge, until the full Closing Balance shown on your current statement is paid in full.

## 8. Monthly statement

**Monthly statements.** We will send you once a month a statement for each statement period during which there is any activity or balance outstanding on your Account. The statement will, amongst other things:

- identify purchases, Balance Transfers, fees and all other Charges, payments and credits to your Account during the statement period;
- disclose the interest charge, statement date, opening balance, new Charges, credits, closing balance, Credit Limit, credit available at statement date, minimum payment due and its due date; and
- disclose any overdue amounts or Over Limit Amounts.

The time between successive monthly statements will vary depending on the number of business days in the month.

**If you discover an error.** You must notify us in writing of any omission or error on the statement as soon as possible. Refer to Section 24 of these Conditions for details on how to notify us.

**Dates and adjustments.** Even though we process a debit or credit on the Account on a certain date, it will take effect on the date we assign to that debit or credit to be consistent with these Conditions. To reflect your and our legal obligations, we may then adjust debits and credits to the Account and make consequential changes.

## 9. GST Itemisation on statements

The Australian Taxation Office has issued legislative instruments which provides that Business Card Members of American Express Australia Limited can use their Business Card Statements including electronic data files, to support their claim for input tax credits without holding a tax Invoice or adjustment note, provided certain requirements are provided and the respective legislative instruments are met. The necessary requirements are set forth in the following legislative instruments (or any updates to the following):

1. Goods and Services Tax: Waiver of Tax Invoice Requirement (Corporate Card Statements) No. 2 Determination 2020 or the prevailing legislative instrument issued by the ATO;
2. Goods and Services Tax: Waiver of Adjustment Note Requirement (Corporate Card Statements) Determination 2020 or the prevailing legislative instrument issued by the ATO.

In respect of the transactions where GST amount paid or payable is shown, the Business Card Statements issued by American Express Australia Limited generally meets the information requirements of the above legislative instruments. In circumstances where no GST breakdown has been provided, you are advised to obtain a tax Invoice or adjustment note to support your GST input tax claims. In addition, an adjustment note is also still required where an increasing adjustment to a GST input tax claim has been made. It is advised to consult your accountant or tax advisor to assess the accuracy of your GST input tax claims.

## **10. Minimum payment and other payments**

You must pay us the minimum payment, overdue amounts and Over Limit Amounts shown in each monthly statement. We calculate the minimum payment as set out in the Financial Table.

**Payment due date.** The minimum payment due date is shown on the statement. Overdue amounts and Over Limit Amounts must be paid to us immediately after you receive the statement (even though the minimum payment is due later). Failure to pay an amount when due may be a default of the Account under Section 30.

**Minimum payment options.** You may, if you wish:

- pay us more than the minimum payment;
- pay us the minimum payment before it is due (including by making a number of partial payments).

Section 21 says how payments may be made.

## **11. Balance Transfers**

**Your request.** You or an Employee Business Credit Card Member may request us to transfer the outstanding balance of a Credit Card Account with another financial institution to your Account. However, we may refuse a Balance Transfer request at our discretion. If we agree to a Balance Transfer request:

- you irrevocably authorise and direct us to charge your Account and to pay to that other financial institution the amount required to pay out the outstanding balance; and
- we will debit your Account with that amount and make payment to the financial institution.

**Maximum number of transfers.** You may make a maximum of twelve Balance Transfers to your Account within any 12 month period.

Balance Transfer Conditions apply and will be provided to you on application.

## **12. Cancellation of a Business Credit Card**

**Cancellation by us.** We can cancel your Business Credit Card at any time, including but not limited to, if you or the business:

- are in default or are bankrupt, insolvent, or unable to pay your debts or if you become involved in any action or process (including a voluntary process) normally associated with insolvency, including, without limitation, receivership, liquidation, or voluntary administration; or
- cease to carry on a business; or
- in the event you, the business or an Employee Card Member materially breaches this agreement or any other agreement between us or with any of our affiliates; or
- in the event that we deem the levels of fraud or credit risk on any or all Cards or loans is unacceptable to us; or
- in the event that your Account remains inactive for a period of time that is unacceptable to us, provided we have made reasonable attempts to contact you; or
- in the event that you, the business or any Employee Card Member has contravened any applicable laws or regulations; or
- in the event that we determine you, the business or an Employee Card Member are engaged in abuse, misuse or gaming in connection with any points offer; or
- if we are required to do so by law.

We may also cancel your Business Credit Card with 30 days' notice with or without a reason.

We may list cancelled Business Credit Cards in our 'Cancellation Bulletin' and otherwise inform Merchants of cancellation.

**Cancellation by you.** You may at any time cancel the Primary Business Credit Card and all Employee Business Credit Cards. If you request us to cancel an Employee Business Credit Card, you must immediately notify the Employee Business Credit Card Member of your cancellation request.

**Cancellation by Employee Business Credit Card Member.** An Employee Business Credit Card Member may at any time cancel the Employee Business Credit Card.

**How to cancel a Business Credit Card.** A cancellation of a Business Credit Card by you or an Employee Business Credit Card Member will not take effect until we receive a written notice of the cancellation.

**Your obligations after cancellation.** If a Business Credit Card is cancelled for any reason you must:

- ensure that all use of the Business Credit Card stops; and
- continue to make all payments that become due on the Account under these Conditions.

If the Primary Business Credit Card is cancelled for any reason, all Employee Business Credit Cards will automatically be cancelled at the same time. You will be responsible for cancelling any authorities given to third parties to debit the Account (such as to make monthly debits for life insurance). We take no responsibility for cancellation of those authorities.

**Reinstatement of a cancelled Business Credit Card.**

If we reinstate a cancelled Business Credit Card, then these Conditions will continue to apply to your use of the Business Credit Card, subject to Section 26 of these Conditions.

### **13. Suspension**

**Our rights.** We may on reasonable grounds immediately stop you or any Employee Business Credit Card Member from using the card or we may refuse to authorise a charge. For example, we may do so where the available credit balance has been exceeded, or where we suspect that a charge is fraudulent, or does not comply with law or this agreement, or where we reasonably believe that you or any Employee Business Credit Card Member will be unable to comply with your obligations under this agreement. We will notify you as soon as reasonably practicable of such a suspension. This agreement will continue if we take either of these actions and you will still be responsible for all charges on the Account.

**Consequences of suspension.** You must ensure that a suspended Business Credit Card is not used until such time as arrangements satisfactory to us have been made for payment of outstanding Charges. During a suspension, we do not lose any of our rights under these Conditions or at law, and your obligations under these Conditions continue. These same Conditions will continue to apply if and when a suspension is lifted.

## 14. Use of the Business Credit Card

Each Business Credit Card remains our property at all times. You may only use the Business Credit Card within the validity dates shown on its face. On expiry of the Credit Card, you must destroy it immediately.

**Permitted uses.** You may use your Account at any Merchant in person, by mail, telephone order or through the internet to pay for goods or services.

**Prohibited uses.** You must not:

- give the Business Credit Card or your Account number to others or allow them to use it for Charges, identification or any other purpose;
- use the Business Credit Card to purchase anything for the purpose of resale, except with our prior agreement.
- return any goods, tickets or services obtained with the Business Credit Card for a cash refund (except to a Merchant for credit to your Account, if that Merchant agrees or is obliged to do so);
- use the Business Credit Card to obtain cash from a Merchant for a transaction recorded as a purchase;
- use the Business Credit 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;
- obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Business Credit Card;
- use the Business Credit Card if a petition for your bankruptcy is issued (unless the petition is no longer in force), or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement;
- use the Business Credit Card if it is found after having been reported as lost or stolen;
- use the Business Credit Card if it has been suspended or cancelled; or
- use the Business Credit Card for an unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia or any other country where the Card is used or where the goods or services are provided.

## 15. Authorisation

We may require Charges to be authorised by us before they are accepted by a Merchant. We may refuse authorisation for any Charge without cause or prior notice, even if the Account is not in default. We will not be liable to you or anyone else for any loss or damage resulting from our refusal to authorise a Charge.

## 16. Lost, stolen or misused Business Credit Cards or Codes

**Notify us immediately.** You must notify us immediately, by telephone or otherwise, if:

- a Business Credit Card and/or Code is lost or stolen;
- a mobile device or tablet through which your Account may be used is lost or stolen;
- a renewal Business Credit Card has not been received; or
- you suspect that the Business Credit Card and/or Account is being used by someone else.

If calling within Australia, you can call us 24 hours a day on **1300 363 687**. If you are overseas, report your loss or theft to the nearest American Express Travel Service location.

If you notify us by telephone, please keep a record of the date and person to whom you spoke, and confirm the notification to us in writing. It is important for both your protection and ours that we have evidence of notification of lost, stolen or misused Business Credit Cards or Code.

**Liability for unauthorised Charges.** Provided that neither you, the Business nor any Employee Business Credit Card Member contributed to, was in any way involved in, or benefited from the loss, theft or misuse of the Business Credit Card:

- you will not be liable for any unauthorised Charges after we receive notice from you;

Except where you have delayed notifying us, in which case you and the business will be liable for all unauthorised charges until you did notify us.

## 17. Billing address

You must notify us immediately of any change in your name and/or billing address or the names of any Employee Business Credit Card Members.

## **18. Taxes and duties**

You must pay any government tax, duty or other charge imposed by law in any country in respect of the Business Credit Card, your use of it, any Charge or any other transaction on the Account.

We may charge to your Account in advance the full amount or a reasonable part of that tax, duty or other charge (as determined by us) except as prohibited by law.

## **19. Enforcement expenses**

You will pay us our reasonable costs that are reasonably incurred by us in recovering or attempting to recover Charges from you or otherwise enforcing our rights under these Conditions, including legal fees on a solicitor/client basis, except as prohibited by law.

## **20. Foreign currency charges**

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:

- convert it to US Dollars first (unless it was submitted to us in US Dollars);
- convert the US Dollar amount into Australian Dollars; and
- apply a single non-refundable currency conversion fee to the Australian Dollar amount of the Foreign Charge.

We use exchange rates from customary industry sources, or a specific rate if required by law. We use the exchange rate from the weekday prior to the day we process the Foreign Charge (or two weekdays prior for Foreign Charges processed on 1 January and 25 December). The exchange rate we use may be higher or lower than the exchange rate available on the day you made the Foreign Charge, and exchange rate fluctuations can be significant. 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. If you choose this option, then that third party will:

- determine the exchange rate and any commission or fees payable for the currency conversion; and
- submit that Charge to us in Australian Dollars, meaning we will not convert the Charge or apply currency conversion fee. You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Account.



The difference is generally because:

- the refund and Foreign Charge may be processed on different days with different rates;
- we do not apply any currency conversion fee to refunds of Foreign Charges;
- the refund may be only a partial refund for the Foreign Charge; or
- where third parties convert Charges in foreign currency, those third parties may treat refunds differently to the original foreign currency charge.

## 21. Payments

**How to make payments.** Payments may be made by any of the methods set out in your statement. We will normally apply payments to your account in the following order:

- first, to applicable delinquency charges, linked credit card account minimum dues, if any, purchases, in that order;
- second, to fees;
- third, to other fees charged by us that appear as a separate item on your monthly statement, for example statement reprint fees; and
- fourth, to charges, other than those above.

**Currency of payment.** You must always pay us in Australian Dollars. If we agree to accept payment in another currency:

- we shall convert your payment to Australian Dollars at our rates and credit it to your Account; and
- you must pay the currency conversion fee specified in the Financial Table.

## 22. Late or part payments

We may at our discretion accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do so, 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.

## 23. Dishonoured payments

**Dishonoured payments.** These occur if:

- we receive a draft or other payment instrument from or for you which is not honoured in full; or
- you pay us through the Direct Debit option and our debit to your account with a financial institution is not honoured in full.

**Consequences of a dishonour.** For each dishonoured payment, you must pay to us:

- the dishonoured amount; plus
- interest charged on the dishonoured amount under Section 7; plus
- our reasonable collection costs and legal fees that are reasonably incurred by us, as permitted by law.

You agree that the dishonour fee specified in the Financial Table is a reasonable cost in the above circumstances. Under Section 30, a dishonoured payment may also be a default of the Account.

## **24. Complaints and problems with statements or purchases**

**What you should do.** If you have a complaint or any problem with your monthly statement, please contact us at once and we will do our best to resolve your problem. If you are aware of any unauthorised or fraudulent transaction you must tell us as soon as you discover the transaction.

**Unauthorised Charges.** 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 which is subject of an investigation of unauthorised Charges to the Police and any other investigative or statutory authority.

You also agree that when requested you shall provide all the reasonable assistance and relevant information to us and/or the Police in relation to your claim of unauthorised Charges.

**Resolving Disputes.** American Express is committed to resolving disputes raised by its customers as part of its service philosophy. American Express has established internal procedures to resolve complaints, whilst also being a member of an external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

If you have a complaint about the provision of our credit services, please take the following steps:

- Please contact us by phone on 1300 132 639 to discuss your complaint.

- If your complaint is not satisfactorily resolved within twenty (20) business days, please address your complaint in writing to:  
The Complaints Manager  
American Express Australia Limited  
GPO Box 1582  
Sydney NSW 2001
- American Express makes every endeavour to resolve complaints in a prompt and fair manner, having regard to the law. If however you continue to remain dissatisfied with American Express' decision, you may seek to have your complaint considered by AFCA, an independent, external dispute resolution body. AFCA will review our actions in accordance with its Scheme Rules to determine if we have fulfilled our obligations to you. Please note that AFCA will refer you to American Express if you didn't first raise your complaint with us.

You may contact AFCA by the following means:

Mail: Australian Financial Complaints Authority Limited  
GPO Box 3, Melbourne VIC 3001  
Telephone: 1800 931 678  
Internet: [www.afca.org.au](http://www.afca.org.au)

**Our responsibility.** Except as required by law, we are not responsible for goods or services charged with the Business Credit Card, or if a Merchant refuses to accept the Business Credit Card. Merchants may impose their own additional restrictions on using the Business Credit Card, and we are not responsible for this. You must raise any claim or dispute directly with the Merchant concerned, and, subject to any law to the contrary, you may not withhold payment from us because of such claim or dispute.

Subject to applicable law you agree that if we fail to carry out any of our obligations in connection with your Business Credit Card Account or your use of the Business Credit 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.

## **25. Automatic Card renewal**

You request us to issue you and any Employee Business Credit Card Members with a renewal Business Credit Card whenever the current Business Credit Card expires. You must pay any applicable Business Credit Card fees when we bill you, until you notify us not to issue a renewal Business Credit Card.

## **26. Replacement and renewal Cards**

A new credit contract is not formed on the issue of a replacement or renewal Business Credit Card. The credit contract between you and us for the Business Credit Card and the Account remains in force.

**New Conditions.** If new Conditions do not accompany a replacement or renewal Business Credit Card then these Conditions apply to your use of that Business Credit Card. If new Conditions accompany that Business Credit Card, those Conditions apply as a change to these Conditions after we notify you of that change as required by law (see Section 32).

## **27. Exchange control, tax and anti-money laundering**

You must comply with all applicable exchange control and tax laws governing the use of the Business Credit Card. You indemnify us against our loss or liability as a consequence of your failure to comply with these laws.

It is an offence under the Financial Transaction Reports Act 1988 (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. Where we have reasonable grounds to suspect that such a Transaction(s) has occurred on the Card Account, we are obliged to complete and render a suspect transaction report to the Federal Government (AUSTRAC).

## **28. Instalment purchases**

If you use the Business Credit Card to buy goods or services requiring regular or Instalment payments, such as insurance, you:

- authorise us to pay the instalments for you when due; and
- must pay us for the instalments when we bill you.

We will stop paying those instalments if:

- you send to us and to the person receiving them (such as an insurance company) written notice requesting us to stop paying them; or
- the Business Credit Card is suspended or cancelled.

## 29. We may pursue your rights against a Merchant

If a Merchant does not provide you with the goods and services purchased by use of the Business Credit Card, we may at our discretion credit your Account for the amount charged. If we do so, you appoint us your attorney to pursue any rights you may have against the Merchant, in your name but at our cost. Those rights include voting and proving your debt in any insolvency or administration of, or commencing any proceedings against, the Merchant. You agree to assign those rights to us on demand.

## 30. Default

**When the Account is in default.** We may treat your Account as being in default if:

- you fail to pay us any amount when it is due;
- you incur or attempt to incur Charges beyond your Credit Limit;
- you fail to comply with these Conditions;
- your payment instrument or a Direct Debit to your bank account is not honoured in full;
- any statement made by you to us in connection with your Account or Business Credit Card is false or misleading;
- you breach any other agreement that you may have with us;
- a petition for your bankruptcy is issued; or
- any other creditor seizes, or attempts to seize, any of your property.

**Our rights after default.** If your Account is in default we may (after giving you any notice required by law):

- require you to pay us immediately all sums outstanding on your Account and any other amounts which become payable by you under these Conditions; and/or
- cancel all Business Credit Cards issued on your Account (see Section 12). On payment of all the amounts required above the contract for use of the Business Credit Cards and the Account will be terminated without the need for further notice.

**Our enforcement expenses.** If your Account is in default, you must pay our enforcement expenses (see Section 19).

## 31. Privacy and personal information

The following statement describes how American Express collects, uses, shares and keeps your credit information and personal information.

If you do not agree to our use of your credit information 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.

## **Online Privacy Statement**

The American Express Online Privacy Statement describes how we may collect, use, share and keep information that we get about you online. When you use or access any of our online services, content or programs, whether on your smart phone, tablet or other mobile device, our Online Privacy Statement applies.

The Online Privacy Statement is available at the link at the bottom of the American Express Australia homepage or at: [americanexpress.com.au/privacy](https://americanexpress.com.au/privacy)

## **Credit Reporting Policy**

The American Express Credit Reporting Policy contains additional information about:

- credit reporting including credit reporting bodies to which American Express is likely to disclose your credit information
- how you may complain about a failure of American Express to comply with the Privacy Act 1988, and how American Express will deal with a complaint

The Credit Reporting Policy is available at [americanexpress.com.au/CreditInfo](https://americanexpress.com.au/CreditInfo)

## **Collection, use and sharing of credit information**

American Express may obtain both consumer and commercial credit reports about you from a credit reporting body for purposes including:

- assessing your credit worthiness
- assessing this application
- collecting overdue payments
- American Express' internal management purposes relating to the provision or management of your Card account (consumer credit or commercial credit as relevant)
- helping you to avoid defaulting on your obligations with American Express
- for any other use in connection with your account as permitted under the Privacy Act 1988

American Express may disclose information about you to credit reporting bodies before, during or after credit is provided to you. This includes:

- that you have applied for a Card, including the account 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 of repayment history on your Card account
- default information related 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
- that you have made a request to correct your personal information
- any other information as permitted under the Privacy Act 1988

American Express may exchange information about you with credit providers named in your application or in a credit report issued by a credit reporting body. Among other things, this is to:

- assess your credit worthiness, this application and any subsequent application for credit
- notify other credit providers of a default by you
- exchange information about your account when you are in default with other credit providers
- complete any approval process for any transactions you wish to make on your account
- administer your Card account
- notify that you have made a request to correct your account

American Express may also exchange credit information about you with any person considering whether to act as a guarantor in relation to this and future applications by you for credit.

### **Collection of personal information**

Generally, if you are applying for a Card account we collect your personal details (such as name, date of birth and address), details about your employment, financial circumstances and other information relevant to your Card account.

American Express collects information about you in a number of ways, including:

- directly from you, such as in your credit application or when you enter one of our competitions or promotions
- from your use of our products and services, such as when you make a purchase using your Card account or when you access one of our websites
- from credit reporting bodies, as described above for credit information or for identity verification
- from others, such as people or companies named in your credit application (for example your employer)

### **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:
  - for the same purposes as for credit information listed above
  - issuing your Card
  - verify your identity when you contact us
  - manage your Card account and your transactions
  - 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 (for example, additional Card Members)
- with credit reporting bodies, for the same purposes as for credit information listed above
- 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 Phone 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 Card Members 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 1300 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 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 for American Express to list out each and every country that we may share your information to, but such countries include the United States of America, Mexico, Argentina, Malaysia, India and the United Kingdom. American Express will ensure that any transfer of your personal information is subject to appropriate conditions

of confidentiality to ensure your information is handled consistently with the Australian Privacy Principles.

### **Access and corrections**

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 132 639

### **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 persons**

If you provide personal information about someone else to American Express, you must make sure that the individual has seen, understood and agreed to:

- their personal information being collected, used and disclosed by American Express in accordance with this notice
- their ability to access that information in accordance with the Privacy Act 1988 and to advise American Express if they think the information is inaccurate, incomplete or out-of-date
- the contact details of the American Express privacy officer

## **32. Changing these conditions and the Financial Table**

**Our rights.** We may change these Conditions or the Financial Table at any time by giving you 30 days' notice in writing by newspaper advertisement or by any other means permitted, including publication on our website, as required by law.

**Examples of changes.** Without limiting the things we may change, we may replace or add to these Conditions and the Financial Table, and may change:

- the Annual Percentage Rate;
- the method of calculating the minimum repayment;
- the frequency or time for payment of any repayments;
- the amount of any credit fee or charge, or impose a new credit fee or charge;
- the frequency or time for payment of any credit fee or charge;
- the Credit Limit;
- the method of calculating or debiting interest.

**Changes to the Annual Percentage Rate.** If we increase the Annual Percentage Rate, we shall notify you in writing or by newspaper advertisement on or before the date of the increase. If we decrease the rate, we will notify you in your next statement.

**Your rights. If you do not wish to accept any change to these Conditions you may cancel the Business Credit Card by cutting it in half.** We will give you a pro-rated refund of any annual fee if you cancel this agreement as a result of a change that we have made to your detriment and such cancellation is communicated to us within 30 days of our notifying you of that change.

You will still be liable for all Charges incurred (see Section 11 for cancellations).

### **33. Notices**

We may communicate with you by any commonly used method of communication including by mail or otherwise delivered to you at the address which is maintained in our records for your account, telephone, mobile phone, email, SMS, facsimile, posting on an American Express website (including [americanexpress.com.au](http://americanexpress.com.au)) or within your online account on such a website, through links provided on a statement or other notice, using other electronic communication channels or any combination of these.

To access communications provided through your online account, you must register and select a User ID and Password. Our communications with you may include account servicing messages, statements, disclosures, notices (which include changes to this agreement and collection notices), alerts, information about products and services and other communications.

These Conditions, changes to this agreement, regulatory disclosures and notices, and other communications will generally be sent to you electronically. You, the business and any Employee Card Members agree that we may communicate to you by electronic means and that these communications have been provided in writing and it is your responsibility to access and check your electronic communications regularly for statements and other communications.

All mailed communications that we send to you will be deemed to have been received by you 7 business days after the date of the mailing unless you actually receive it earlier or when received in the case of a communication delivered by hand. All electronic communications that we provide including a statement will be deemed to have been received by you on the day that we send the notification email or SMS, post the electronic communication and/or make the communication available within your online account even if you do not access the electronic communication for any reason, and/or post the electronic communication even if you do not access the electronic communication for any reason.

You must inform us immediately if you change the address or other contact information (such as postal or email address, telephone or mobile phone number) you have given to us, including any changes to the business or Employee Card Member details. If we have been unable to deliver any statements or other communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible for any failure to receive any communication (including a statement) if we send it to the address or in accordance with other contact information for your account appearing in our records or if we do not send the communication because previous communications have been undeliverable.

You must inform us if you want an address or other contact information to apply to more than one account with us. You must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your account. You also agree to give us any additional information and support documentation that we request or as required by law.

### **34. No waiver of our rights**

Our forbearance, delay or failure to exercise any power or right under these Conditions does not waive that power or right. A single or partial exercise of a power or right does not prevent a further exercise of that or any other power or right.

### **35. Assignment**

We may assign any of our rights under these Conditions to any third party at any time without your consent.

### **36. Evidence**

You agree that, unless proved incorrect:

- a Charge shown in any voucher or Record of Charge given to you by a Merchant is sufficient evidence of that Charge, even if it is not signed by you; and
- a certificate signed by us as to the outstanding Account balance or any other amount on the Account is sufficient evidence of that amount.

### **37. Governing law**

This agreement is governed by the laws of the State or Territory of Australia as stated on your billing address or if your billing address is overseas, as stated on your last known Australian billing address and the courts of that State or Territory shall have jurisdiction over all parties to the agreement.

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