

1. Important

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

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

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

2. Definitions

Expressions used in the Corporate Card Member Conditions have the same meaning in these Conditions. In addition, "Bank" means the bank or other institution that operated an Automated Teller Machine ("ATM"). "Card Account" means the Corporate Card account opened in the name of the Company with us. "PIN" means your Personal Identification Number. "AUD" means Australian dollars. "Unauthorised Charges" are Charges that did not benefit either you or the Company 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 or Account.

3. Liability for Charges

Subject to Clause 7, you and the Company shall be jointly and severally liable for all Charges incurred, provided, however that, the Company shall not be liable for Charges (i) incurred by you that are personal in nature and which did not accrue a benefit to the Company for legitimate business purposes or (ii) for which the Company has reimbursed you.

4. Personal Identification Number

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

- memorise the PIN;
- destroy our communication informing you of the PIN (if applicable);
- do not write the PIN on the Card;
- do not keep a record of the PIN with or near the Card details;
- do not tell the PIN to anyone;
- do not choose a PIN that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the PIN when entering it into an ATM or other electronic device.

5. Transaction Limits

At present, the limits on the total amount of cash which you may obtain from an ATM is AUD\$1,500 during any 7 day period (or the equivalent amount in foreign currency). We may change these limits at any time as part of general changes to the Program. We may also impose individual limits or other conditions on your use of the Program at our discretion, based upon the status of the Card Account. The bank that operated an ATM may impose its own transactional limits for security, credit or other reasons.

6. Payment for Cash you Obtain

Each time you obtain cash from an ATM through the Program by using the Card, you agree that we shall debit your Card Account for the transaction amount plus a processing fee of 3% per transaction.

If you make a cash withdrawal from an ATM in a currency other than Australian dollars, that transaction will be converted into Australian dollars. The conversion will take place on the date the transaction is processed by American Express, which may not be the same date on which you made your transaction as it depends on when the transaction was submitted to American Express. If the transaction is not in US dollars, the conversion will be made through US dollars, by converting the transaction amount into US dollars and then by converting the US dollar amount into Australian dollars. If the transaction is in US dollars, it will be converted directly into Australian dollars.

Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single currency conversion commission of 3%. This fee is in addition to our 3% processing fee. If transactions are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them. Also, the Bank or ATM operator may charge you its usual fees for transactions under the Program.

7. Your Responsibility for Unauthorised Transactions

You and the Company are jointly and severally liable for Unauthorised Charges in the following circumstances only:

- (i) If you or the Company fail to comply with these Conditions or to protect your PIN as required in Clause 4
- (ii) Where you or the Company contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Card; and/or
- (iii) Where you or the Company failed to notify us as required under the Lost Stolen or Misused Card Clause.

Otherwise you and/or the Company are not liable for Unauthorised Charges.

For example, if you or the Company gave your Card and/or PIN to another person to use, or if either of you contributed to, were in any way involved in or benefited from the theft, loss or misuse of the Card, then you and the Company would be jointly and severally liable for any Unauthorised Charges.

8. Lost, Stolen or Misused Card

You must ensure that we are informed immediately by telephone on 1300 558 891 or +61 2 9271 8198 (or such other number advised by us to you or to the Company from time to time) if:

- A Card 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.

9. Our responsibility for Incorrect Transactions

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

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

10. Termination

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

11. Changing these Conditions

We may change these Conditions at any time and we will use our reasonable efforts to notify you of such changes. You will be bound by any such change if you subsequently use the Program. If you cancel your participation because of any change, you and/or the Company will still be liable for amounts obtained through the Program (including fees) before cancellation.

12. General

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

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

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

13. Law that Applies

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