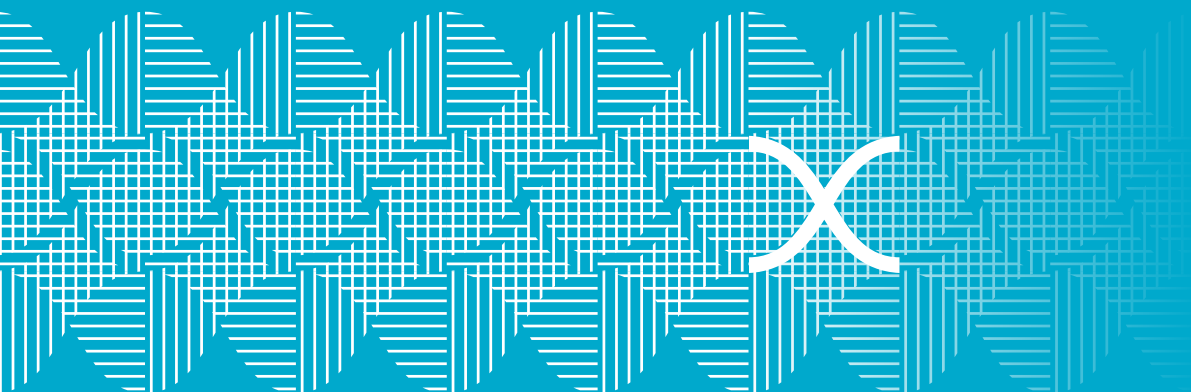


# Telegraphic Transfers

## Product Disclosure Document

ISSUED: 10 DECEMBER 2012





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# Telegraphic Transfers

A Telegraphic Transfer (TT) is an electronic message initiated by one financial institution directing another financial institution to make a payment on its behalf. The payment is routed to the beneficiary's financial institution using intermediary financial institution(s) and a message platform. One such platform is known as SWIFT (Society for Worldwide Interbank Financial Telecommunications).

Most financial institutions have a unique Bank Identifier Code (BIC). The SWIFT participants exchange messages between themselves and due to the security built into the system - the receiving bank knows the message/instructions are authentic. The beneficiary financial institution will credit funds to the beneficiary account, dependent upon accuracy of payment details. TTs are one of the quickest and most secure methods of executing payments abroad.

The beneficiary generally receives payment within 24-48 hours after the transaction has been initiated; however this will depend on:

- + The currency being sent
- + Time zone differences
- + Local exchange regulations
- + Local settlement procedures
- + Bank and country to which the payment is being directed
- + Final destination point
- + The amount of the transaction

American Express® can send TTs (outward TT) to most countries in the world in over 130 different currencies, and receive TTs (inward TT) on your behalf in 16 currencies. Check with our Foreign Exchange Dealers for countries to which payments can be sent, and/or in which currencies TTs can be received.

Every foreign exchange transaction specifies a date on which the exchange of currency will take place. This is known as the value date. The value date for most transactions is generally for 'SPOT' value which is two banking days after the date the transaction is agreed, in order to recognise time delays inherent in payment processing and systems. 'Value today' or 'Value tomorrow' transactions are also available.

## Applying for an International Payments Facility

Please contact us on **1300 554 884** to apply for an international payment facility to send and/or receive TTs. One of our sales consultants will explain our product to you and make arrangements for you to complete our application form.

Business applicants must include evidence of the establishment of your business, your business finances **including audited financial statements** and details of the types of transactions undertaken by your business.

Your application will be reviewed in terms of relevant identification checks and credit policies. You will be advised of the outcome of your application within 14 days.

Our approval of your application will include confirmation of settlement method with you. For further information on the settlement methods available, please refer to the "Settlement Methods" section of this document.

All international payment facilities are subject to the Terms and Conditions listed in this document.

## Sending or Receiving International Payments

Once your international payments facility has been approved, you may commence sending and/or receiving TTs up to your approved limit with American Express.

There are two steps to send or receive TTs. The first step is to agree an exchange rate. The second step is to provide American Express with the payment instructions. In the case of an outward TT, we require the details of the beneficiary, including their account details. In the case of an inward TT we require the remitting instructions, including details of who will be sending the funds to you.

You can obtain a quote for an exchange rate either by using our online system, FX International Payments (FXIP), or you can call our Foreign Exchange Dealers on **1300 554 884**. Please note an exchange rate is agreed and binding at the time you either: a) verbally approve the exchange rate; or b) accept the rate online via FXIP. Once you confirm agreement to the exchange rate, you can only cancel the TT in accordance with the 'Cancellation' section of this document.

If you use FXIP, you can obtain foreign exchange quotes, agree to a foreign exchange quote and also provide the account and beneficiary details online. Please contact us on **1300 554 884** to arrange access to the FXIP and receive the appropriate procedures.

## Phone Trading

American Express reserves the right to approve a customer for Phone Trading. You, or your Authorised User, will be asked questions to verify your identity prior to the finalisation of the phone trade.

If you have been approved for Phone Trading, and wish to request a TT, you may make a payment to repeat beneficiaries only. A repeat beneficiary is a beneficiary that you have made payments to previously using American Express. For these TTs, you do not need to provide additional instructions by facsimile or through FXIP to finalise the phone trade. If you are an approved Phone Trading customer and you want to send a TT to a beneficiary that is not a repeat beneficiary, you will have to provide the additional payment instructions via either facsimile or FXIP.

If you are not an approved Phone Trading customer, you can still agree to an exchange rate over the phone. However, you must provide the beneficiary instructions or remitting instructions to us via our online platform, or by facsimile, using our standard International TT or Bank Draft Requisition form or Inward TT form, on the day you agree to an exchange rate. All order forms must be faxed to us on **1800 194 333**. On receipt of your facsimiled instructions, ONE signature authorising the payment will be checked against our records. If you require more than one user to authorise a payment, you should send or receive payments using FXIP.

If you fail to provide payment instructions, via FXIP, facsimile or over the phone (approved Phone Trading clients sending TTs to repeat beneficiary only), on the day you agree to an exchange rate, American Express reserves the right to cancel the transaction, in accordance with the 'Cancellation' section of this document.

## Account and Beneficiary Details

It is important to have accurate and complete details when sending and/or receiving a TT. Mandatory information that is required to be completed by the customer, either on the International TT or Bank Draft Requisition form or via online ordering include:

- + **Outward TTs** - Beneficiary's full name and residential address (no abbreviations or PO boxes will be accepted); full name, address and SWIFT Code of the beneficiary's financial institution; and the beneficiary's account details with the financial institution including any additional identifiers (e.g. IBAN for the European Union).
- + **Inward TTs** - Remitter's full name and residential address (no abbreviations or PO boxes will be accepted); full name, address and SWIFT Code of the remitter's financial institution.

Phone Trading customers making payments to repeat beneficiaries must clearly state the complete and accurate name of the repeat beneficiary when providing instructions in a phone trade.

Please note that under Australian and US laws, we cannot send payments to certain Sanctioned countries or to individuals and businesses prohibited under Australian and US laws. Under certain US laws, funds forwarded to us for onward transmission to US Sanctioned countries, individuals or businesses may be retained by us pending an appropriate license from the US government.

## Repeat Beneficiary Coding

Once you have initiated your first international payment to a particular beneficiary, this beneficiary information will be stored in our FXIP Platform for future use. Similarly remitting instructions relating to Inward TTs are also stored in our payment system.

## Settlement Methods

For outward TTs, settlement is available via either:

- + **A pre-authorised Direct Debit from the customer's nominated bank account** (subject to our approval).
- + **An electronic Direct Credit to American Express' bank account.** You must pay us in full in cleared and transferable funds for the amount of any transaction, as well as our applicable service fees before we pay, transmit or exchange any funds for you. American Express does not accept cheque or cash payments for Direct Credit payments.
- + **Telephone & Internet Banking - BPAY<sup>®1</sup>.** You must call your bank, credit union or building society to make this payment from your cheque or savings account. You may obtain more information at [www.bpay.com.au](http://www.bpay.com.au). American Express FX International Payment's biller code can be obtained by calling our customer service team **1300 554 884**.

American Express is entitled to receive cleared funds before releasing your transaction. American Express cannot be held liable for payment delays associated with not releasing your transaction whilst waiting for funds to clear. Whilst direct credit and BPAY<sup>®1</sup> funds are received as cleared funds, direct debits can take up to 3 days to clear.

For inward TTs, American Express will directly credit your nominated AUD bank account upon receipt and identification of the foreign currency amount in our bank account. All credits to your account are processed as part of our end of day direct entry file. Funds processed in this manner are typically received overnight. Customers will therefore see the credit to their AUD bank account the following morning.

If American Express does not receive payment from you on or before the value date of the transaction, we reserve the right to cancel the transaction in accordance with the Cancellation section of this document. Alternatively, we may adjust the exchange rate originally agreed to. This adjustment would be based on the interest rate differentials between the currency you are buying and the currency you are selling. The action taken and applied to late payments is at the sole discretion of American Express and you will be notified of any such action.

Each settlement method is subject to the attached Terms and Conditions.

## Cut-off Time

Payment Instructions received by facsimile (including receipt of Direct Credit funds) are required by 3:00pm (AEST) for payments to be released same day. Payments placed online in FX International Payments must be completed by 5:00pm (AEST) for payments to be released same day.

Please note, while the beneficiary of an outward TT generally receives payment within 24-48 hours after the transaction has been released, the payment can take up to 72 hours in certain circumstances, or longer when sending payments to exotic destinations. Where a payment relates to a time critical transaction, it should be made at least 3 business days prior to the date and time when payment is required in order for customers to have greater certainty their payment is received on time.

The delivery time for funds relating to an inward TT depends upon when American Express receives the foreign amount in its bank account. Upon receiving the initial TT form, or online payment instruction, and receiving and identifying the inward foreign currency credit, American Express will arrange to credit your nominated bank account as part of its overnight direct entry file. Customers will therefore see the credit to their AUD bank account the following morning.

## Currency Requirements

Depending upon the currency you need to send, and/or the country you are sending it to, it is important you familiarise yourself with the regulatory requirements of these jurisdictions prior to making a payment. Many countries including but not limited to Indonesia, Republic of Korea, and China have specific requirements when sending payments to their country. It is important you know what type of additional detail some of these countries request as part of the payment instruction to ensure a successful delivery. American Express cannot be held responsible for delays as a result of insufficient regulatory information being included on a payment instruction. Furthermore some country regulation requires American Express to provide documentation supporting the nature and reason for the payment. We are therefore entitled, at any time, to request such information from you. In order to understand more about the requirements of the countries where you are required to make international payments, please contact your Relationship Manager on **1300 554 884**.

<sup>1</sup>BPAY<sup>®</sup> is registered to BPAY Pty Ltd (ABN 69 079 137 518).

## Payment Confirmations

FXIP has the ability to send automated Transaction Receipts and completed Transaction Confirmations via facsimile or email. If you would like to receive such confirmations, please contact American Express on **1300 554 884**.

If you receive a fax or email confirmation of a payment which is incorrect, please contact American Express immediately on **1300 554 884**.

## Cancellation

If you have agreed to an exchange rate and wish to cancel this agreement, and American Express has not released your transaction, we will reverse the foreign exchange position we have entered into on your behalf. This may result in additional costs. These costs are derived from the difference between the original exchange rate agreed by you and the cancellation rate American Express can source at the time of cancellation.

If the outward TT has already been released by American Express, it is only possible to recall funds with the approval of the beneficiary account holder. This process normally takes a minimum of one week and longer on occasions.

If a customer wishes to cancel a TT transaction which has been released, a cancellation fee is applicable. In addition to American Express fees, there may be a charge made by the beneficiary's financial institution and/or any intermediary financial institution. In addition to these fees and charges, you may also have to pay an amount which represents the difference in funds credited back to our account, if, there is an adverse change in exchange rates between the time American Express processes the transaction and the cancellation. Depending on exchange rate fluctuations, the amount refunded back to you could be substantially different from the original amount of the transaction.

We may also cancel any rate agreement entered by you, at our discretion, if:

- + You fail to provide American Express with full payment instructions for an outward TT by close of business on the day the rate was agreed; or
- + American Express has not received payment in cleared funds on or before the value date of the transaction or we have reasonable cause to believe that you will be unable to pay any such amount due; or
- + You have agreed to an exchange rate for an inward TT, and American Express has not received the foreign amount on or before the value date.

This means that we will reverse the foreign exchange buy or sell position we have entered into on your behalf and charge you any additional costs we may incur as a result. Alternatively, American Express may amend the value date of this rate agreement at our discretion. If this action is taken we reserve the right to adjust the previously agreed rate to reflect this new value date.

To cancel an agreed foreign exchange position or a TT which has been released, contact us immediately on **1300 554 884**. All costs associated with cancelling an agreed foreign exchange position must be paid immediately on the same day the action is taken.

## Limit Orders and Stop Loss Orders

American Express FXIP provides you with the ability to place Limit Orders and Stop Loss Orders to try and optimise foreign exchange rates available to you for your international payment requirements.

- + **A Limit Order** is an order to buy or sell one currency for another at a target rate. Limit Orders can be used to take advantage of short term market volatility and achieve a better exchange rate than the available SPOT rate at the time of placing the order.

**For example** - The current SPOT rate for AUD/USD is 1.04. Business 'A' would like to make a payment of USD 100,000, but would like a better rate than the current SPOT price. 'A' places an order to buy USD 100,000 at 1.05 (target rate). The order for 'A' will be fulfilled when American Express can achieve the target rate.

- + **A Stop Loss Order** is an order to buy or sell one currency for another after a pre-determined price is reached. A Stop Loss Order gives you the ability to limit potential losses due to adverse market fluctuations.

**For example** - Business 'A' is concerned the AUD/USD rate may fall. They therefore place an order at AUD/USD 1.03 (stop-loss rate). If the AUD/USD starts falling, the order will be fulfilled at the first available price American Express can obtain at or below AUD/USD 1.03.

Limit Orders and Stop Loss Orders can either be placed independently, or linked via One Cancels Other (OCO) Order.

- + **One Cancels Other Order** - An OCO Order is an order in which two rates are simultaneously booked – one is better than the current market rate (target rate) and the other is worse than the current market rate (Stop Loss rate). If the market moves and the target rate can be obtained by American Express, this order will be filled. If, however, the market rate falls and a stop loss rate has been booked the order will be fulfilled at the Stop Loss rate. Once the order is fulfilled (at either the stop loss rate or the target rate), the other order is automatically cancelled.

**For example** - Business 'A' places a Limit Order at a target rate of AUD/USD 1.05 and a Stop Loss Order at a stop loss rate of AUD/USD 1.03. If American Express can obtain the target rate of AUD/USD 1.05 within the timeframe specified by client 'A', then the Limit Order is filled, and the Stop Loss Order at the rate of AUD/USD 1.03 is cancelled. If however the market falls through AUD/USD 1.03 American Express will fill the Stop Loss Order at the first available price at or below AUD/USD 1.03, and cancel the Limit Order at the target rate of AUD/USD 1.05.

The purpose of placing a OCO Order is to try and achieve better foreign exchange rates than the current market rates while trying to reduce losses on your payments in the event the market falls below the Stop Loss levels.

If your Limit Order or Stop Loss Order is not fulfilled during the time period specified by you, American Express will cancel your order/s. The maximum period American Express can keep orders open for is 3 months from the date the initial order was placed. If your order expires American Express will not contact you to advise this has occurred. It is your responsibility to track and monitor the orders you or your Authorised Users have placed with American Express.

### Risks (Important Information)

American Express will attempt to fill all orders on a 'best endeavours' basis. It is important to note that in certain circumstances, your order may not be fulfilled at the rate quoted for reasons beyond our control. In such instances, you will need to accept the rate we have been able to obtain for you.

Key factors which can influence our ability to fulfil your orders are given below:

- a) **Rate available to American Express** - The rate we achieve for you is dependent on the market rates available to us through our counterparties. It is important to note that this rate may not be identical to the exchange rates available on public websites such as Reuters.
- b) **Slippage** - A slippage is where the Limit Order or Stop Loss Order is filled at a rate different to your instruction as a result of the market jumping from one price to another without allowing a trade in between those two prices. Slippage can typically occur when prices are unavailable to be quoted.
- c) **Gapping** - Gapping through results where there is no price available over a certain period of time (usually around weekend market close or the release of sensitive market news/announcement). All orders live and active that carry across a weekend could be impacted by an opening price on Monday morning that varies to the Friday close price. This can occur when market news or sentiment over the weekend shifts the Monday open price and can result in any live orders being filled at a better target rate, or a worse Stop Loss rate. For example, client "A" has a Stop Loss Order on at AUD/USD 1.04. The market closed on a Friday night at AUD/USD 1.05. On Monday, due to market announcements or sentiment, the open price is AUD/USD 1.02. In this situation the order for Client "A" would be filled at the best rate American Express could source when the market opens. In this example, the best rate is AUD/USD 1.02.

## How to Place a Limit and/or Stop Loss Order

To place a Limit Order and/or Stop Loss Order you will need to advise:

- + The amount you wish to buy or sell
- + If the order relates to a SPOT transaction or a Forward Exchange Contract
- + The currency
- + The target rate, and or, a stop loss rate
- + Whether the rate quoted is the forward rate you wish to achieve or the SPOT rate from which the forward price is to be calculated
- + How long you wish the order to be current for. For example: current until close of business on Thursday, or 'good till filled'. The maximum period American Express can keep an unfilled order for is 3 months from the date the initial order was placed. For this purpose 'Good till filled' shall be taken to mean 3 months.

American Express reserves the right to cancel a Limit Order or Stop Loss Order, at any time and without advance notice. If this occurs, we will notify you by phone or email. Whilst this action is unlikely, an example where this could occur is if we have reasonable cause to believe that you will be unable to honour your settlement obligations if the order is fulfilled.

All orders must be received by email to [fxip.trading.orders@aexp.com](mailto:fxip.trading.orders@aexp.com) prior to 7:00pm (AEST). All instructions are agreed and binding upon a confirmation email being sent by American Express. American Express cannot be held responsible for delays in email transmissions.

If your order is filled you will be advised via phone or email. To utilise the filled order please refer to the "Sending or receiving International Payments" section of this document. All payment instructions must be received by close of business on the day you are advised the order is filled. If payment instructions are not provided by this time, American Express reserve the right to cancel your rate agreement in accordance with the Cancellation section of this document.

## List of Open Orders

For each order accepted by us, you will be sent an email confirmation from [fxip.trading.orders@aexp.com](mailto:fxip.trading.orders@aexp.com). If you need to obtain the status of current open orders, you can contact your Relationship Manager or send an email to [fxip.trading.orders@aexp.com](mailto:fxip.trading.orders@aexp.com).

## Placement of Orders

American Express only accepts new orders via email sent by one of the authorised users for FXIP to [fxip.trading.orders@aexp.com](mailto:fxip.trading.orders@aexp.com). Your order has not been accepted by us until you receive an email confirmation from [fxip.trading.orders@aexp.com](mailto:fxip.trading.orders@aexp.com).

Note: We will action an order based on email received from email IDs of Authorised Users. It is therefore critical that you have adequate internet security controls in place over your emails to mitigate the risk of compromise of email IDs. Furthermore, an order placed by an authorised user who leaves your company, will remain current until such time as that order is filled, is cancelled by another authorised user, or is cancelled by American Express. It is your responsibility to track and monitor the orders you or your authorised users have placed with American Express. To obtain a copy of all live orders please contact American Express on **1300 554 884**.

## Utilisation of Fulfilled Orders

American Express does not book orders for speculative purposes. Once American Express advises you a Limit Order or Stop Loss Order has been filled you need to provide your payment instructions immediately. Please ensure you have legitimate payment needs before placing an order with us. In doing so, please consider the uncertainty of the date on which the order will be fulfilled.

We will contact you over the phone in case an order is fulfilled. In case you are not available or you are not able to provide us payment instructions on the day order is fulfilled, we reserve the right to cancel the order by the end of the day and charge the cost of cancellation to you which needs to be paid in full. Please also refer to the section titled "Cancellation" for further details.

## Cancellation/Amendment of Unfulfilled Orders

To cancel an existing Limit Order or Stop Loss Order, please contact American Express immediately on **1300 554 884**.

To amend an existing Limit Order or Stop Loss Order, you must first instruct us to cancel the original order by calling American Express immediately on **1300 554 884**. Upon receiving confirmation over the phone that your original order has been cancelled, to place a new order, please follow the "Placement of Order" section of this document.



### Conversion of Fulfilled Orders into Forward Exchange Contracts (Please also read the PDS on Forward Exchange Contracts)

If you are a client approved for Forward Exchange Contracts, on the same day you are notified the order has been fulfilled, you can request a Limit Order or a Stop Loss Order to be converted into a forward contract. In this case, we will apply forward points as applicable on the date of such conversion to the SPOT rate. Forward points applied depend on the currency, direction and value date of the contract. Please also refer to the American Express Product Disclosure Statement on Forward Exchange Contracts.

You are responsible for all orders placed by you or your Authorised Users. Therefore, you should fully understand the mechanics and method of execution of each order before placing it. If you have any questions as to how any of the types of orders will be executed, please call a **1300 554 884** to understand this from our Relationship Managers before you begin placing orders.

### Fees and Charges

American Express levies the following fees and charges in respect of each TT:

TT sent in foreign currency	Up to AUD 33.00
TT received in foreign currency	Up to AUD 33.00
TT sent in AUD	Up to AUD 55.00
Amending a TT	Up to AUD 33.00
Requesting a trace on a TT	Up to AUD 55.00
Cancellation of a TT*	Up to AUD 33.00

#### These fees include GST.

\*In addition to the fee, you may also have to pay an amount which represents the difference in funds credited back to our account if there is an adverse change in exchange rates between the time American Express processes the transaction and its cancellation.

Many financial institutions overseas impose processing fees when handling TTs. These fees are set by the processing institution and vary between institutions and countries. As a result, the amount of the payment actually received by the beneficiary may not necessarily be the same as that requested by the customer.

When you instruct us to send a local currency transaction (AUD) to a foreign country, the financial institutions involved in the payment process, either within Australia, or in the foreign country, may convert your payment to foreign currency. You may reduce the likelihood of this occurring if your beneficiary has an AUD account in the foreign country and if you insert the following reference, "do not convert" in the payment reference field. If your beneficiary advises they did not receive the payment in AUD, please contact **1300 554 884**.

### Customer Service

Customer service issues for any TT are handled by our International Payments customer service team. They will be able to answer any questions relating to TT issuance and procedures.

International Payments customer service contact **1300 554 884**.

## Significant Benefits

- + Fast, efficient transfers throughout the world.
- + Able to transfer funds in up to 130 different currencies.
- + Competitive exchange rates.

## Significant Risks

Payments may be delayed or become lost if incomplete or inaccurate payment instructions are provided.

In the event of cancellation, any refund will be calculated at the current exchange rate on date of receiving the refund which may cause a foreign exchange gain or loss depending on the movements in exchange rates.

For facsimile instructions, you should be careful as there is a risk of fraudulent facsimile instructions that can be made by someone who has access to your business details and a copy of authorised users' specimen signatures. We reserve the right to implement additional security checks at any time.

We use a range of correspondent financial institutions to enable payments to be effected. There is a risk that payments may be delayed by one or more of these institutions due to factors outside our control.

As the fees set by third party processing institutions vary, the amount of the payment actually received by the beneficiary may not necessarily be the same as requested.

Limit Orders and Stop Loss Orders will be filled on a 'best endeavour' basis, and can be impacted by multiple factors outlined in this document.

## Dispute Resolution

American Express is committed to customer satisfaction as part of its service philosophy. We have established internal procedures to resolve the complaints regarding our products. We are a member of an ASIC approved independent dispute resolution scheme.

If you have a complaint about the service or products provided to you, please take the following steps; direct your complaint, at first instance, to the point of purchase or otherwise, contact American Express by telephone on **1300 554 884**.

If your complaint is not satisfactorily resolved within 20 business days, please address your complaint in writing to:

### **The Complaints Manager Foreign Exchange Services**

**American Express International, Inc.**

12 Shelley Street  
GPO Box 1582  
Sydney NSW 2001  
Australia

We make every endeavour to resolve the complaint in a prompt and fair manner. If however, you continue to remain dissatisfied with the decision, you may seek to have your complaint considered by an independent, external dispute resolution body - the Banking and Financial Services Ombudsman (BFSO), American Express International, Inc, is a member of this scheme. You may contact the BFSO by the following means:

### **Mail**

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Australia

### **Australia Telephone**

1300 780 808

### **Fax**

+613 9613 6399

### **Internet**

[www.fos.org.au](http://www.fos.org.au)



# Privacy of your Personal Information

## Our Commitment to your Privacy

At American Express, we are proud of our reputation for, and commitment to, safeguarding information about our customers. The American Express Customer Privacy Principles have been in place for many years and provides a minimum standard which applies throughout American Express worldwide. In Australia, we adhere to the National Privacy Principles and the Privacy Act 1988 (Cth). The American Express Privacy Policy Statement set out policies on management of personal information. A copy of our Privacy Policy Statement is located on our website at [americanexpress.com.au/privacy](http://americanexpress.com.au/privacy) or may be obtained by calling us on 1300 139 060.

## Your Authority

To provide you with your Foreign Exchange service, American Express International, Inc. needs to:

- + collect personal information about you; and
- + obtain your agreement in relation to handling this personal information.

If you do not provide the information requested or give your agreement, American Express International, Inc. may not be able to provide you with the Foreign Exchange service.

You agree, that subject to the Privacy Act 1988 (Cth) American Express and our agents may do the following:

- + Transfer personal information confidentially to our related companies and other organisations which issue or service American Express Foreign Exchange products, subject to appropriate conditions of confidentiality. This includes transferring personal information to the United States or other countries for data processing and servicing.
- + Monitor and record all telephone conversations between American Express and the authorised representative of the company.
- + Use personal information for marketing purposes. This includes putting your name and contact details on marketing lists for the purposes of customer research and offering you goods and services of an American Express Company or of any third party acting on behalf of American Express, by mail, email or telephone.

## Collection of Information

American Express limits the collection of information about our customers to what we need to know to fulfil our legal and regulatory obligations, to provide customer services and to offer new products and services to our customers. Generally, we collect personal information directly from you, such as when you apply or request a product or service. Depending on the product, we may also collect personal information through third parties such as credit reporting agencies when you apply for a foreign exchange facility.

## Use of Information

We use your personal information for the purposes stated above. This includes using the information to establish and manage your account, provide requested services to you and to carry out transactions you wish to make. Where necessary we will also use your personal information to meet our legal obligations and to collect overdue payments. In addition, we may communicate our, a related company's or a third party's marketing offers to you - when making the offer we will let you know how you may stop receiving any further marketing offers. If you do not wish us to use your personal information for marketing purposes, please call us on 1300 554 884.

## Information Quality and Security

We use available technology and well defined employee practices to ensure that customer personal information is processed promptly, accurately and completely. We use security techniques to protect our customer data and to limit access to that data.

## When we may Disclose your Personal Information

There are limited situations where we may disclose personal information about you. This includes where we have contracted an external organisation to provide us with support services, to third parties to provide requested services to you, to comply with our legal obligations and to credit reporting agencies in connection with providing a foreign exchange facility to you. We will obtain your authority on our application forms and in our product conditions to facilitate providing your personal information to third parties.

## **You can Access your Personal Information**

We will take reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date. If your personal details change, such as your telephone number or billing address, please contact us so that we can continue to provide you with our products and services. To arrange access to personal information about you, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to:

**The Privacy Officer**  
**American Express International, Inc.**  
12 Shelley Street  
GPO Box 1582  
Sydney NSW 2001  
Australia

Following a request, we will provide you with a copy of personal information which we hold about you. We will promptly acknowledge and investigate any complaints about the way we manage personal information.



# Terms and Conditions

## 1. Introduction

These Terms and Conditions (December 2012 edition) apply to all TT transactions carried out by American Express International, Inc. ("we", "our" or "us") at the request of the company which has completed the application form for foreign exchange services ("you, your"). By signing the application and using this service, you:

- + declare that you are not a legal entity that is incorporated in the United States; and
- + agree to be bound by these Terms and Conditions.

## 2. Fees and Charges

You agree to pay all fees and charges in relation to processing a TT. These fees and charges include those disclosed in the product disclosure statement, but may also include fees and charges which a third party charges us for processing a TT on our behalf. You acknowledge that in some cases the third party may not charge us a fee, but will instead deduct this fee from the amount the beneficiary receives.

We shall be entitled to close out, reverse or cancel and settle your TT transaction by any reasonable method, and without telling you in advance, if:

- + you fail to pay us any amount due under these Terms and Conditions; or
- + we have reasonable cause to believe that you will be unable to pay any such amount due; or
- + you fail to provide American Express with the payment instructions; or
- + you have agreed to an exchange rate for an inward Telegraphic Transfer, and American Express has not received the foreign amount on or before the value date.

If this happens, you agree to pay us any costs or expenses we incur in closing out, reversing or cancelling and settling the TT transaction. We may subtract these amounts from any funds American Express holds on your behalf, as per the 'Set off' section of these Terms and Conditions.

You also agree to pay us any costs or expenses we incur as result of a cancellation request made by you.

If you fail to pay us any fees and charges or any amount when due and payable we may terminate your FX International Payments facility immediately and without notice.

## 3. Authorised Users

For use of FXIP online, each Authorised User will be given a unique User ID and password. In addition to other security and access methods, including telephone passwords, specimen signatures and email addresses ("Access Methods"), you and your Authorised Users are responsible for ensuring that security measures are in place at all times to prevent persons other than your Authorised Users gaining access to or otherwise using your international payments account on your behalf. This includes ensuring that Access Methods are kept secure and are not disclosed or otherwise made available to any person other than the Authorised User to whom they relate.

You accept responsibility for all acts or omissions of any person using your international payment account through your Access Methods, and you will be bound by the terms of orders and other instructions placed through the account using your Access Methods.

If at any time your Access Methods become accessible to a person who is not an Authorised User, or upon discovery that your Access Methods have been lost, stolen, misappropriated or otherwise compromised, you must immediately contact American Express on **1300 554 884**.

It is your responsibility to notify us in writing of all changes in your Authorised Users and to provide us with the specimen signature and security details if an Authorised User is to be added to the account.

### Customer Admin User

If we agree, you may be permitted to set up a Customer Admin User for your international payment account. The Customer Admin User will be designated by you and if approved by us, will be able to create new Authorised Users independently of us via FXIP Online. Only the person designated by you and approved by us to be the Customer Admin User may use this functionality.

You are responsible for ensuring that you have security measures in place to prevent any unauthorised access and or use of the Customer Admin User functionality. This includes making sure that any unique User ID and password that is given to the Customer Admin User is kept safe and not disclosed or otherwise made available to any other person.

It is your responsibility to monitor the use of the Customer Admin User and any Authorised Users they create. Please ensure you maintain a record of all your Authorised Users.

We retain the right to authorise, refuse, suspend or cancel the Customer Admin User at any time, at our absolute discretion.

## 4. Phone, Fax or Internet Instructions

You authorise us to rely upon and act on your behalf in accordance with any phone, fax or internet instructions, provided that:

- + in the case of the phone, the instructions are provided to us by an Authorised User;
- + in the case of a fax, the instructions are signed by you or the signature appears reasonably similar to the specimen signature of ONE of your Authorised Users;
- + in the case of the internet, the instructions are submitted to us using the user ID and password we have given to you; and

We reserve the right, at our discretion, to request additional information relating to any transaction or to decline to carry out any transaction, in which case we shall not be liable to you for the delay or non-completion of the transaction. We are not obliged to enter into any transactions with you.

You acknowledge that once you confirm agreement to the exchange rate, you can only cancel the TT in accordance with the 'Cancellation' section of the product disclosure statement.

Failure to provide payment instructions, via any of the above methods, on the day you agree to an exchange rate, may result in American Express cancelling your transaction.

## 5. Delayed Payment

We are unable to guarantee receipt of funds by the recipient within the standard clearing process timeframe, as the transaction may be delayed by factors outside of our control, such as inaccurate payment instructions and/or delays by third party financial institutions. The standard timeframes are provided by way of indication only. You agree that we are not liable for any costs, losses or damages if a payment is delayed and we have acted on your instructions in good faith.

## 6. Direct Credit Settlement

Unless we have approved you to settle through Direct Debit Settlement, you must pay us electronically in full in cleared and transferable funds for the amount of any transaction, as well as our applicable service fees on or before the Value Date. Payments will not be transferred until receipt of cleared funds. Customers may choose to utilise the following Direct Credit methods:

1. RTGS (real time gross settlement). If your payment is urgent, you can arrange a RTGS electronic funds transfer through your bank. If this is your chosen method please send a copy of the payment receipt to **1800 194 333**.
2. Standard/Overnight Direct Credit settlement.
3. BPAY®, where payments can be sent up until 4pm (AEST).

American Express does not accept cheque or cash payments for Direct Credit payments. If you fail to pay the required cleared funds on or before the Value Date, we reserve the right to either:

- + Cancel the transaction, in which case you are liable for all fees and charges incurred by us in relation to the cancelled transaction; or
- + Adjust the applicable exchange rate to accommodate a new Value Date for the transaction.

## 7. Direct Debit Settlement

If we have approved you to settle through Direct Debit Settlement, following receipt of your instructions initiating the transaction, the standard clearing process may require up to three business days to elapse before your payment is completed. You are obliged to make sufficient cleared funds available to satisfy the transaction, including our fees and charges. Should any transaction be rejected due to your failure to do so, you are liable to pay us any fees and charges incurred as a result of the transaction, including any rejection fees charged by third party financial institutions. Furthermore, American Express would be entitled to cancel the underlying exchange rate agreement, in which case you would be liable for all fees and charges incurred as a result of the cancellation. For further information please refer to the "Cancellation" section of this document.

## 8. Membership Rewards® Offer

### Eligibility

Only customers with a valid American Express issued business charge card or business credit card are eligible for this offer. Enrolment in the Membership Rewards program is mandatory for this offer (an annual fee may apply) and is subject to the Terms and Conditions of the Membership Rewards program. For clarity, American Express card holders enrolled in other loyalty programs in American Express are not eligible for this offer.

### Earn Rates

You will earn Membership Rewards ('MR') points in the ratio set out below for valid foreign currency TT subject to the limitations set out below. Points will be credited to your account 6 to 8 weeks after making an eligible international TT. Points are calculated on local currency equivalent.

MR Earn Rate	
American Express issued card holders	AUD 30 = 1 MR point

\*Effective from 1st October 2011

### Limitations

The offer is only applicable for transactions of AUD 5,000 or more up to a maximum transaction of AUD 300,000. A maximum of 10,000 points will be awarded on any one transaction. Points are calculated on local currency equivalent.

Offer excludes Australian Dollar transactions.

American Express will not back date Membership Rewards points under any circumstances and it is your responsibility to ensure American Express has an eligible, valid and up to date card number on file. To check or update the card number you have attached to your FXIP facility, please contact customer service on **1300 554 884**.

### Terms and Conditions

This offer is subject to the Terms and Conditions of the Membership Rewards program you are enrolled in.

American Express may at any time terminate this offer. If and when this occurs, you will be notified prior to the termination of this offer and before any transactions are finalised.

### Other Considerations

There may be tax implications associated with your participation in the Membership Rewards program. You are advised to check with your accountant or tax adviser for further information.

## 9. Indemnity

You agree to indemnify us and keep us indemnified against any claim, action, demand, loss, damage, cost, expense, or liability incurred by or threatened against us as a direct or indirect result of or in connection with any TT transaction, including without limitation, if we act or fail to act on any phone, facsimile or internet instruction whether or not such instruction is issued by you, except to the extent caused by our own negligent, reckless or wilful conduct.

## 10. Liability

You agree that if any TT transaction is rejected by the payee financial institution or if we cancel your transaction or facility in accordance with these Terms and Conditions, you are liable to pay to us any amount then owing in relation to that transaction or account, including any outstanding fees and/or costs or expenses we incurred in terminating the transaction or cancelling your account.

## 11. Limitation of Liability

You agree that we shall not be liable to you for:

- + any performance, delay or failure which is due to a cause beyond our reasonable control including, without limitation, delays in receipt of payment instructions and other details, delays in receipt of cleared funds, failure of any communications system or delays caused by a third party. We use funds transfer and draft issuance services of JP Morgan Chase Bank, Citibank N.A., Westpac Banking Corporation, and other third party licensed banks, and shall not be liable for any failure or error in such services.
- + any loss of profits or any incidental, indirect, consequential, punitive or special damages, regardless of how they arise; and/or any amount in excess of AUD 10,000.

## **12. Set Off**

You agree that we or our related bodies corporate are entitled to set off and withhold any monies we or our related bodies hold for you or owe you or your related bodies, against any amounts you or your related bodies are obliged to pay us or our related bodies corporate under these Terms and Conditions or under any other agreement. You also agree that we are entitled to set off any advance part payment or other credit held on your behalf or amount we have debited your account for any reason against any debt or amount you owe us, including amounts owed for any foreign exchange or money transfer transactions. We may exercise this right of set off in our complete discretion where the debt owed to us has been outstanding for more than 2 business days or we have reason to believe that you cannot meet your obligation to settle this debt. If a set off is effected under this clause, we will inform you of the remaining balance(s) (if any) then owing on all of your account(s) held with us.

## **13. Compliance with Law**

You acknowledge that American Express is subject to various legal obligations (such as anti-money laundering and sanctions) in the markets in which it operates, and declare that your instructions will not breach any laws in Australia or any other country. American Express may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction may breach any law in Australia or any other country.

## **14. General**

These Terms and Conditions are governed by the law of the state, territory or country where the application is signed. We can change these Terms and Conditions at any time.





