

DECLARATION

IMPORTANT: THE BASIC CARD APPLICANT MUST READ THE INFORMATION AND SIGN OVERLEAF

To American Express Australia Limited ("you" or "American Express"):

By signing on the previous page, I request you to issue me with the Card specified in the application, and I declare that:

- The information I have given on this application is true and complete and I authorise you to check that information. I acknowledge that you rely on this information to consider this application.
- I am financially solvent and able to pay all my debts as they fall due.
- If this application is approved, I will comply with the Credit Card Conditions and Financial Table that you will send me with the Card and will pay all fees and charges referred to in the Financial Table.
- If I have requested Membership Rewards, I will comply with the Membership Rewards Terms and Conditions that you will send to me.
- I understand and agree that I will be liable for all charges on the Basic Credit Card and all Supplementary Credit Card(s).
- You may produce this application or a copy or other reproduction of it as evidence of my application for the Card and my agreement to this Declaration.

Invitation

I invite you and your agents and your preferred alliance organisations (including insurance companies) to use my personal information for marketing purposes. This includes contacting me by telephone, mail or email to discuss and agree any purchase of goods or services from an American Express company or your products and of any third party providing products jointly marketed with American Express. I understand that I can call 1300 366 220 if I want to withdraw this invitation and remove my name from your marketing lists.

Authority to American Express under the Privacy Act

To assess this application, and if it is approved, to establish and manage the Card account, I understand American Express needs to:

- Collect personal information about me in this application form and from other sources; and
- Obtain my agreement in relation to the handling of my personal information.

If I do not provide the information requested or give my agreement overleaf, I understand American Express may decline my application.

The American Express Privacy Policy Statement sets out policies on management of personal information. In accordance with the Privacy Act, any person may access personal information about them held by American Express, and advise if they think it is inaccurate, incomplete or out-of-date.

To arrange access to personal information, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to The Privacy Officer, American Express, 175 Liverpool Street, GPO Box 1582, Sydney NSW 2001.

In this section, 'personal information' means information about me, including about my financial circumstances, my credit worthiness, credit history, credit standing, credit capacity, my use of the Card and conduct of my account with you.

I agree that, subject to the Privacy Act, you and your agents may do the following (and if this application is successful, this agreement continues until such time as any credit provided to me is repaid):

- Obtain credit reports about me from credit reporting agencies to assess this application or to collect overdue payments from me, and obtain personal information from a business that provides commercial credit worthiness information.
- Disclose personal information to credit reporting agencies before, during or after providing credit to me. This includes, but is not limited to:
 - the fact that I have applied for a Card and the credit limit, and that you are a credit provider to me;
 - advice about Card payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue);
 - advice that cheque(s) drawn by me, or Direct Debit requests to my financial institution account which I have authorised you to make, which are more than \$100 have been dishonoured more than once;
 - your opinion that I do not intend to meet my credit obligations or that I have committed some other serious credit infringement;
 - that credit provided to me has been paid or otherwise discharged.
- Exchange personal information with credit providers named in this application or in a credit report issued by a credit reporting agency. This is for purposes including but not limited to:
 - assessing my credit worthiness, this application and any subsequent application by me for credit;
 - notifying other credit providers of a default by me;
 - exchanging information about my Card account where I am in default with other credit providers;
 - your approval process as to any transactions I wish to make with the Card; and
 - your administration of my account.
- Exchange personal information with any person whose name I give you from time to time. This includes, for example, for the purpose of confirming my employment and income details with any employer, landlord/mortgagee, accountant, financial adviser or tax agent named in this application.
- If I am in default under my Card account, notify and exchange personal information with your collection agent.
- Transfer personal information confidentially to your related companies and other organisations which issue or service American Express Cards or provide services to you, subject to appropriate conditions of confidentiality. This includes transferring personal information to USA or other countries for data processing and servicing.
- Monitor and record my telephone conversations with you from time to time in order to train your staff and control your service quality.
- Provide personal information to any organisation whose name, logo or trademark appears on this application or on the Card issued to me for marketing, planning, product development and research purposes, and seek from and exchange with such organisations personal information about me.

I also agree that where I have provided you with information about another individual in this application form, I will make sure that the individual is aware of:

- my supplying their information to you and the purposes why you have collected the information;
- their ability to access that information in accordance with the Privacy Act (and advise you if they think the information is inaccurate, incomplete or out-of-date); and
- the contact details of your Privacy Officer.

Transfers from an American Express Australia issued Credit Card

If you hold an existing American Express Australia issued Credit Card and you have requested us to close your existing Credit Card account, any outstanding balances, including balance transfers on the existing Credit Card will be transferred to the new Credit Card. From the date of transfer, these balances will attract the standard interest rate applicable to the new Credit Card. Any promotional Balance Transfer interest rate will not apply to these balances.

Balance Transfer Conditions

Important notes on your application

You may make 12 balance transfers of your outstanding balances with other credit card accounts in a 12 month period up to 100% of the available Credit Limit (Credit Limit less previous balance less all new Charges) on your American Express Credit Card ("Credit Card").

You must continue to make payments to the designated credit card issuing companies or banks until you receive a statement confirming that your account has been credited. We will not be held liable for any overdue payment or interest incurred.

Payments to the credit card issuing companies or banks will normally be completed within 14 working days from receipt of your request. We will advise you when the payment is made.

You will not earn Membership Rewards points on the amount transferred.

Balance transfer promotional interest rate is only valid for the period stipulated in the offer that you have accepted. After the promotional period, you'll enjoy our prevailing annual percentage rate applicable to you.

Restrictions on transfers

We reserve the right to refuse any balance transfer requests, including requests received after any expiration date on this application form.

We cannot accept transfers from:

- a. credit cards in foreign currencies;
- b. other American Express Cards, (except for Cards issued by independent American Express Network Partners);
- c. cards not issued in Australia;
- d. a card account that is in overdue or over credit limit status; and
- e. business cards, non-credit card accounts (such as: overdraft, savings and personal loan accounts).

We will not process balance transfer requests:

- a. for amounts less than \$100. Transfer amounts will be rounded up to the nearest dollar;
- b. if any of your Credit Card(s) is/are not in good standing or in overdue or over credit limit status;
- c. if at the time of the request you have drawn the maximum Cash Advance permitted on your Credit Card Account;
- d. if you have already made 12 balance transfers in a 12 month period.

Conditions applying once a balance is transferred

We will charge interest on any balance transferred at the applicable annual percentage rate on a daily basis from the date that your balance transfer request is approved until you repay the transferred amount in full.

If your Credit Card Account is not maintained in good standing at anytime, we may adjust the interest rate applied to the balance transfer.

If an increase in your current credit limit is required to complete your balance transfer, you request us to make an increase by up to 50% of your current credit limit (unless a specific increase offer is made by us). Any increase will be subject to a review of your Account and we reserve the right to decline your balance transfer application should we decide not to increase your limit. Any increase will be advised in your statement and will be rounded up to the nearest \$100.

All payments to your credit card account are applied first to transferred balances, including transferred balances benefiting from promotional interest rates. This will result in the balances subject to a lower interest rate being paid off first. Minimum payment requirements of the card account apply to balance transfers. There are no interest free days on balance transfers.

The Terms and Conditions contained herein form part of the Credit Card Conditions governing the use of the Credit Card and shall be interpreted accordingly.

**Our interest rate policy describes how we intend to adjust credit card interest rates based on your payment history. Under this policy we intend to maintain this special low rate for the promotional period if you make your minimum payments on time.

For enquiries please call
1300 654 722

