



1. Travel Money Service

- 1.1 These terms and conditions ("Terms") dated 4th December 2013 apply between you and American Express Wholesale Currency Services Pty Ltd ("we", "us" or "our") when you order foreign currency from us online via the Australia Post Travel Services website ("Service")
- 1.2 All online orders will be captured via Australia Post through the Service with the relevant information passed to us for the processing and delivery of your order inclusive of any regulatory and anti-money laundering obligations we have.
- 1.3 You may only order foreign currency if you are at least 18 years old for your own personal use, for either holiday or business travel.
- 1.4 Please read these Terms carefully, which you agree to be bound by when using this website and the Service. We may amend these Terms at any time. You agree that by updating the Terms on the website we have provided notice to you.
- 1.5 You agree to comply with all applicable laws and regulations. We reserve the right to cancel, suspend or to refuse to process your order if we believe that it may breach any applicable law or regulation. Our Customer Care Team will notify you as soon as possible if we decide to refuse to process or cancel your order. In the event that we cancel or refuse to process your order as a result of an act or omission that is not attributable to you, you will be entitled to the full amount of your order in Australian Dollars, including any commission or administrative fees which were incurred as part of the order.

2. Foreign Currencies

- 2.1 The Australia Post website displays the types of foreign currency that are available for you to purchase, which may change from time to time. If a currency which you have selected is not available because of selling restrictions, you may be offered another currency. We are not responsible for checking whether you are able and permitted to use such alternative currencies so you should check this before confirming your order. If the currency you have selected is not available for any other reason, a member of our Customer Service Team will contact you.
- 2.2 The exchange rates advertised on the Australia Post website are only applicable to foreign currency ordered using the Service. The rates of exchange for foreign currency will be updated online periodically and the rate of exchange applicable for your transaction will be the rate indicated when you are asked to confirm transaction details and proceed with your purchase. Please note that foreign currency rates of exchange depend on fluctuations on the financial markets which are outside of our control.

3. Submitting an Order

- 3.1 You may submit an order for foreign currency by following the instructions on the Australia Post website on a 24 hours/day basis (subject to availability).
- 3.2 Each order must be greater than \$500 and under \$10,000 as calculated in Australian Dollars. There may be further limitations on the amount of foreign currency that can be ordered, depending on currency exchange restrictions.
- 3.3 You must provide all information necessary to process your order, including your title, first name, last name, e-mail address, telephone number, date of birth, residential address and identification details. You will need to bring the same identification when you collect your order as specified on your confirmation receipt. If we need to contact you, we will use the contact details that you have provided to us. We may be required to request further information from you to complete the order. If you do not provide all necessary information, we may not be able to complete your order.
- 3.4 You cannot order more than \$10,000 per day and cannot order more than \$50,000 over a rolling 12 month period as calculated in Australian Dollars. We may refuse to fulfill an order which exceeds these limits even after you have settled the transaction. In this scenario we will refund your order to you by instructing Australia Post to return the settlement amount to your originating account via a BPAY reversal, within a reasonable period.

4. Settlement

- 4.1 When you complete the order form, you will be presented with your BPAY payment instruction which you will need to complete to settle the transaction.
- 4.2 You will be settling the transaction with Australia Post who will instruct us to process your travel money order based on the successful receipt of funds into their nominated BPAY account.
- 4.3 Settlement must be completed within 60 minutes of the order being placed. We reserve the right to cancel any orders if settlement is not completed within this timeframe.
- 4.4 Once you complete settlement for your order any cancellations will be processed at the prevailing buy rate of the day the cancellation is completed.

5. Collection

- 5.1 You must nominate an Australia Post store from the available listing online as your location to collect your foreign currency.
- 5.2 We must receive your payment in full before the order will be made available for collection
- 5.3 Generally you can collect your order 2-4 business days after you payment confirmation receipt. You will receive notification from Australia Post when your order is ready to collect.
- 5.4 Failure to adhere to these instructions may impact on the availability of your order within the expected collection timeframe as stated on your order and payment confirmation receipt.
- 5.5 Australia Post staff will verify your identity against the details you have provided online before releasing the order to you.
- 5.6 If Australia Post is unable to identify you as the ordering party they will not release the order to you.
- 5.7 Your order will be held for a maximum of 14 days once delivered to your nominated collection location. Any orders which remain uncollected beyond this timeframe will be considered cancelled and processed at the prevailing buy rate of the day the cancellation is completed. A refund will be processed back to your originating account.

6. Significant Risks

- 6.1 You cannot collect your foreign currency immediately after your order is settled. Therefore you are relying on us and Australia Post to provide you with the foreign currency.
- 6.2 There may be processing issues or delays, or your order may be cancelled, if you provide incomplete or inaccurate details, or your payment is incomplete.
- 6.3 We may cancel any orders after payment is received which do not meet our terms and conditions stated in this document or breach any of our regulatory or legal obligations.

7. Limitation of Our Liability

- 7.1 Notwithstanding any other provision of these Terms, in no event shall we or any of our related bodies, agents, employees or representatives be liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind, nor for any lost profits or revenues, in connection with or arising out of these Terms, your use of the website or the Services, or your order. We will not be liable to you for any losses incurred as a result of us not performing any of our obligations because of any event beyond our reasonable control, including, without limitation, any technical system failure. We will not be liable for any equipment or software damaged or replaced as a result of you using this website or the Service. We do not accept liability for incorrect content or errors and omissions in this website or its content. However we do endeavour to correct them as quickly as practicable.
- 7.2 Our maximum aggregate liability to you in respect of each order shall be limited to a sum equal to the purchase price of the order.

8. Privacy Policy and Use of Your Personal Information

- 8.1 Australia Post will collect your personal information as part of the Service. You should review Australia Post's privacy policy in relation to their collection, use and disclosure. Australia Post's privacy policy is available at <http://auspost.com.au/privacy.html>.
- 8.2 Australia Post will provide your details to us to be able to fulfil your order.
- 8.3 We will only collect, use and disclose the personal information which you submit to via the Service in accordance with our privacy policy and in accordance with these Terms. You can request a copy of the personal data that we hold about you by writing to us at American Express Wholesale Currency Services Pty Ltd, Lvl 7, 60 Union St, Pyrmont NSW 2009 or obtain a copy of it from our website <https://www.americanexpress.com/australia/>.
- 8.4 In addition to our privacy policy, we will:
- disclose information about you to companies within the American Express group of companies worldwide and to our suppliers, banks, processors and any other person required, in order to administer and service your relationship with us, to process and collect relevant payments and charges;
 - use information about you and information about how you use the Service to develop lists for use within the American Express group of companies worldwide and other select companies in order that we or these companies may develop or make offers to you of products and services in which you may be interested by mail, telephone, e-mail or other electronic mediums. If you prefer not to receive offers of relevant products and/or services, please write to us at American Express Wholesale Currency Services Pty Ltd, Lvl 7, 60 Union St, Pyrmont NSW 2009 or by email at cfx.sydney@aexp.com
 - carry out anti-money laundering and fraud checks; and
 - undertake all of the above within and outside Australia, and you agree that we may collect, transfer, access and process your personal information in the USA or in other countries outside Australia. In such cases, we will always take appropriate steps to ensure the same level of protection for your information as exists in Australia.
- 8.5 We use advanced technology and well-defined employee procedures to help ensure that your information is processed promptly, accurately and completely. In order to maintain the effectiveness and security of our systems and procedures, it will be necessary from time to time to process your information for testing purposes.

9. Communicating with You

- 9.1 You agree that we may communicate with you through representatives working on our behalf via your postal or e-mail address and mobile or landline telephone number. It is your responsibility to inform us immediately if your contact details change. We are not responsible if you did not receive any communication where we send it, in accordance with the contact details you provide.
- 9.2 If you contact us via electronic means, we may record any electronic identifier, including telephone numbers or internet protocol address, supplied at the time.
- 9.3 We may monitor and/or record your telephone calls to us, or ours to you, either ourselves or by reputable organisations selected by us, to ensure consistent servicing levels (including staff training) and account operation, and to assist, where appropriate, in dispute resolution.

10. Assignment

We may assign or transfer any of our benefits arising out of, or under, these Terms at any time and we may delegate or subcontract to any third party any of our obligations hereunder

11. Governing Language, Law and Jurisdiction

These Terms and any dispute or claim whatsoever relating to it or its formation shall be governed by and construed in accordance with laws of your relevant state or territory and you irrevocably agree with us that the courts of that state or territory will have exclusive jurisdiction.

12. Contacting Us & Disputes

Please note that if you have a complaint against Australia Post or any of its licenced or franchised outlets in relation to the Service, we are responsible for the conduct of Australia Post and its licenced and franchised outlets and your complaint will be dealt with in accordance with the dispute resolution procedures below.

In the event that you are dissatisfied with the Service that you receive or you have any complaints in relation to your order, or if you would like to contact us regarding your order, please contact our Customer Care Team on 1300 133 289 or by e-mail at cfx.sydney@aexp.com or by writing to us at American Express Wholesale Currency Services Pty Ltd Lvl 7,60 Union St,Pyrmont NSW 2009.

We make every endeavour to resolve any 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 Financial Ombudsman Services (FOS). You may contact FOS by the following means:

Mail: Financial Ombudsman Service
GPO Box 3, Melbourne VIC 3001, Australia
Telephone: 1300 780 808
Fax: +613 9613 6399
Internet: www.fos.org.au