

Diners Club Corporate Travel System Terms and Conditions

Effective 1 October 2019

Important

Please read these terms and conditions carefully before using your Corporate Travel System Account.

We recommend you keep this booklet for future reference. If you misplace this booklet or do not understand any part of it, please contact Diners Club Customer Service on 1300 360 180.

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Corporate Travel System Account Terms and Conditions

1 Definitions

In these terms and conditions, unless the context otherwise requires:

Account means the Corporate Travel System Account established at the request of the Organisation by Diners Club and to which Diners Club debits the Travel Charges by the Organisation. That Account is a sub-account of the Organisation Account.

Applicable Laws means the laws of Australia and any other jurisdiction to which Diners Club or a related entity of Diners Club is subject.

Application Form means the Corporate Travel System application form submitted to Diners Club, either directly or through a third party, under which the Organisation requests that the Account be established.

ATM means an automatic teller machine.

Australian Dollars, AUD and **\$** means the lawful currency of the Commonwealth of Australia.

Authorised Cardholder means any officer, employee or agent or contractor of the Organisation who is authorised by the Organisation to receive and use a Mastercard Card.

Authorised Travel Agent means a Member Establishment authorised by Diners Club to participate in the Corporate Travel System and who the Organisation has advised Diners Club is authorised to charge Travel Charges to the Account.

Authorised User means any officer, employee agent or contractor of the Organisation who is authorised by the Organisation to incur Travel Charges on the Account and includes an Authorised Cardholder.

Business Day means a weekday that is not a public holiday or bank holiday in Sydney.

Cash Advance means any debit to the Account which results in, or relates to:

- (a) obtaining actual cash (whether at an electronic terminal or by other means);

- (b) obtaining quasi-cash items such as traveller's cheques;
- (c) payment of a bill where that biller charges the amount as a cash advance; or
- (d) the transfer of funds to another account held by an Authorised Cardholder or another person with a financial institution.

Code means any information which we require you to keep secret and which is used to access the Account using an ATM or POS. It includes your PIN.

Control Limit means a control limit placed on an Account or Mastercard Card at the request of the Organisation in accordance with clause 5.8.

Corporate Travel System means the system provided by Diners Club for an Authorised Travel Agent to charge the Account, where the Account can be accessed through use of a Diners Club branded card or a VCN.

Diners Club means Diners Club Pty Limited, ABN 35 004 343 051.

Diners Club International means Diners Club International Limited, a company incorporated in New York.

Fees means the fees and charges detailed in the Diners Club Corporate Travel System Account Fee Schedule set out at the end of this booklet as amended by Diners Club from time to time and notified to you.

GST has the same meaning as in the 'A New Tax System (Goods and Services Tax) Act 1999'.

Liquidated Damages means amounts by way of liquidated damages which Diners Club is entitled to recover under clause 9 in respect of the Organisation's payment default.

Mastercard Card means a Mastercard branded card issued to an Account.

Member Establishment means

- (a) in the case of charges made using the Corporate Travel System, a person who has agreed with Diners Club to accept a Diners Club branded card, VCN or the use of an Account for the purchase of goods or services; or

- (b) In the case of transactions made using a Mastercard Card, a person that accepts Mastercard branded cards for the purchase of goods and services.

Merchant Service Agreement means the agreement between Diners Club and a Member Establishment in relation to the processing of charges, including the processing of Travel Charges.

Merchant Type Blocking means restricting the ability of the Authorised Cardholder to use the Mastercard Card at selected type(s) of Member Establishment in accordance with clause 5.6.

Non-Travel Charge means any charge other than for travel made by an Authorised Cardholder.

Organisation means the body corporate, firm, partnership, joint venture, association, governmental agency or other business entity that, by completing an Application Form, requests the establishment of the Account subject to these terms and conditions.

Organisation Account means the Account provided by Diners Club to the Organisation to allow it to participate in the Corporate Travel System.

PIN means personal identification number used in conjunction with your Mastercard Card.

(a) at an ATM, if your Account has Cash Advance enabled; or

(b) at a POS.

POS means an electronic point of sale terminal.

These terms and conditions include:

(a) these terms and conditions; and

(b) the Application Form submitted by the Organisation.

Travel Charge means any charge for travel booked or provided at the request of an Authorised User by an Authorised Travel Agent and permitted by Diners Club to be charged to the Account.

VCN means a virtual card number or token issued by Diners Club and linked to an Account.

2 Accepting these Terms and Conditions

Unless the Organisation has previously agreed to these terms and conditions, the first time the Organisation or an Authorised User uses the Account, it accepts and agrees to these terms and conditions.

3 Authorised Users and Authorised Cardholders

- (a) The Organisation must notify the Authorised Travel Agent of each Authorised User who is entitled to incur Travel Charges on the Account with that Authorised Travel Agent.
- (b) The Organisation is responsible for notifying the Authorised Travel Agent any changes to the Authorised Users (including the addition or removal of an Authorised User).
- (c) The Organisation must notify Diners Club of any Authorised Cardholders entitled to incur Non-Travel Charges on the Account and of any changes to such Authorised Cardholders.
- (d) The Organisation acknowledges that Diners Club is entitled to charge the Account for all charges incurred on the Account and the Organisation is liable for these charges whether or not the charge is a Travel Charge or is incurred by an Authorised User or Authorised Cardholder.

4 Authorised Travel Agents

- (a) The Organisation must notify Diners Club of any Authorised Travel Agent:
 - (1) who has been authorised by the Organisation to charge Travel Charges to the Account; or
 - (2) whose authorisation to charge Travel Charges to the Account has been cancelled by the Organisation.
- (b) If at any time there is no Authorised Travel Agent authorised by the Organisation to charge Travel Charges to the Account, Diners Club may by notice to the Organisation cancel the Account.

5 Using the Account

5.1 Where the Corporate Travel System can be used

- (a) The Organisation and its Authorised Users can only use the Corporate Travel System for payment of Travel Charges at an Authorised Travel Agent in accordance with these terms and conditions.
- (b) The Organisation must provide each Authorised Travel Agent with:
 - (1) the names of each Authorised User;
 - (2) the Account details; and
 - (3) any other information the Organisation and the Authorised Travel Agent agree is required to enable the Authorised Travel Agent to verify Authorised Users and to charge Travel Charges to the Account.
- (c) Diners Club is not responsible for, or liable for, any failure by any Authorised Travel Agent or any other person who accepts payment by using the Account except where the failure is caused by fraud or negligence of an employee or agent of Diners Club.
- (d) Diners Club does not make any warranty or representation regarding any goods or services purchased using the Account subject to paragraph (f).
- (e) The Organisation acknowledges and agrees that:
 - (1) it, or an Authorised User, must not use the Corporate Travel System at a Member Establishment that is not an Authorised Travel Agent; and
 - (2) the use of the Corporate Travel System at a Member Establishment that is not an Authorised Travel Agent may be declined.
- (f) Regardless of the above, Diners Club has minimum requirements imposed on Diners Club including by laws like the Competition and Consumer Act 2010 (Cth) and/or the Australian Securities and Investments Commission Act 2001 (Cth). For example, these may imply warranties into a contract to protect you,

such as a promise that the services are fit for their intended purposes. These laws may allow Diners Club to exclude liability if you acquire services as part of a business. To the extent permitted by law, Diners Club excludes warranties and limits liability under implied statutory conditions and warranties, or limit its liability under such warranties and conditions to supplying the services again or paying the cost of that resupply.

5.2 Using the Mastercard Card

- (a) For security reasons, if the Mastercard Card is issued in the name of an Authorised Cardholder, the Authorised Cardholder must sign the Mastercard Card as soon as it is received.
- (b) Unless Merchant Type Blocking has been selected, the Cardholder can use the Mastercard Card at any Member Establishment in accordance with these terms and conditions. If Merchant Type Blocking is selected, the Cardholder can only use the Mastercard Card at Member Establishments that are not subject to Merchant Type Blocking.
- (c) Diners Club is not responsible for, or liable for, any failure by any person to accept the Mastercard Card.
- (d) Diners Club does not make any warranty or representation regarding any goods or services purchased by the Cardholder using the Mastercard Card or the Account subject to paragraph (f).
- (e) The Authorised Cardholder can only make a charge to the Account by
 - (1) presenting the Mastercard Card to purchase goods or services from a Member Establishment and authorising the transaction;
 - (i) if the Mastercard Card is issued in the name of an Authorised Cardholder, by signing an approved charge form; or
 - (ii) by entering the PIN at the POS.
 - (2) providing details of the Mastercard Card or the Account to a Member Establishment or any other person to make payment for

goods or services in any manner acceptable to Diners Club (for example, by telephone, over the Internet or by authorising a third person to debit the Account by way of direct debit); or

- (3) using any other method authorised by Diners Club from time to time.
- (f) Regardless of the above, Diners Club has minimum requirements imposed on Diners Club including by laws like the Competition and Consumer Act 2010 (Cth) and/or the Australian Securities Investments and Commission Act 2001 (Cth). For example, these may imply warranties into a contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow Diners Club to exclude liability if you acquire services as part of a business. To the extent permitted by law, Diners Club excludes liability under implied statutory conditions and warranties, or limit its liability under such warranties and conditions to supplying the services again or paying the cost of that resupply.

5.3 Restrictions on the use of your Account

- (a) The Account must not be used for any unlawful purpose.
- (b) The Organisation must not allow any person to use, or charge Travel Charges or Non-Travel Charges to, the Account, unless that person is an Authorised User and that use is for business purposes and otherwise in accordance with these terms and conditions.
- (c) If the Mastercard Card is embossed with the name of an Authorised User, only that Authorised User may use the Mastercard Card. If the Mastercard Card is not embossed with an individual's name the Mastercard Card may only be used by such Authorised Users as have first been notified to Diners Club as being authorised to use the Mastercard Card.
- (d) The Account must not be used for the purpose of purchasing goods or services for resale or resupply or to provide working capital.

- (e) The Organisation acknowledges that Diners Club has the right to refuse authorisation for any charge at any time, when it has reasonable cause to do so and without giving you prior notice.
- (f) If the Organisation is entitled to a refund in relation to any goods or services purchased with the Account, the Organisation agrees that the refund will be provided by way of a credit to the Account and that the Organisation will not seek or accept the refund in cash.

5.4 Making payments to the Account

- (a) Payments to the Account can be made:
 - (1) using any payment option detailed on the statement of account; or
 - (2) using any other method authorised by Diners Club from time to time.
- (b) Payments made after 4pm (AEST) on a Business Day or at any time on a day that is not a Business Day will, unless another time is specified at the point of the transaction, be treated as if made on the following Business Day.

5.5 Using the Account overseas

If you incur charges using your Corporate Travel System or Mastercard Card in a currency other than Australian Dollars, the amount of the charge will be converted to Australian Dollars at the rate of exchange determined by:

- (a) Diners Club or Diners Club International or its settlement agency, on the date that it received the charge for processing for transactions on a Corporate Travel System; or
- (b) Mastercard or its settlement agency on the date that it received the charge for processing for transactions on a Mastercard Card,

and your Account will be charged with a foreign transaction fee as set out in the Fee Schedule or as notified to you from time to time.

5.6 Merchant Type Blocking

- (a) Merchant Type Blocking is available in relation to Mastercard Card transactions at Diners Club's discretion.

- (b) The Organisation may select Merchant Type Blocking by making a request to Diners Club by calling 1300 360 180 and identifying the type or types of Member Establishment (for example, hotels) to which Merchant Type Blocking is to apply.
- (c) The Organisation must notify the Authorised Cardholder of the Member Establishment or Member Establishments or type or types of Member Establishment that are subject to Merchant Type Blocking.
- (d) You acknowledge that Merchant Type Blocking relies on technology and other services provided to Diners Club by third parties and may not be effective in all circumstances. If a charge is incurred with a Member Establishment that is subject to Merchant Type Blocking and is charged to the Account, you will be liable for that charge except where the charge is incurred due to fraudulent or negligent actions of Diners Club's employees or agents.
- (e) The Organisation may cancel Merchant Type Blocking or change the type(s) of Member Establishment to which Merchant Type Blocking is to apply at any time by sending a written request to Diners Club. The cancellation of, or changes to, Merchant Type Blocking will apply from the date on which Diners Club processes the cancellation or change.

5.7 Technology

The Organisation acknowledges that the technology and other services provided to Diners Club by third parties for blocking access to a Member Establishment which is not an Authorised Travel Agent may not be effective in all circumstances. The Organisation is liable for all amounts charged to the Account as a result of the use of the Account at a Member Establishment that is not an Authorised Travel Agent except where the charge is incurred due to fraudulent or negligent actions of Diners Club's employees or agents.

5.8 Control Limits

- (a) The Organisation may elect to place a Control Limit on the Account. This election can be made by making a request to Diners Club by calling 1300 360 180 and identifying the Account and Control Limit which is to apply. The Control Limit will apply from the date on which Diners Club processes the election. Please note that Control Limits can only be executed on separate statements and not consolidated statements.
- (b) If the Organisation elects to place a Control Limit on the Account, the Organisation must notify the Authorised Cardholder and Authorised User that a Control Limit is to be placed on the Account and of the amount of the Control Limit which is to apply and must ensure that the Cardholder is aware of the restrictions described in this clause 5.8.
- (c) You acknowledge that if a Control Limit is placed on the Account, use of the Mastercard Card or the Account will be restricted. This means that Diners Club has the right to refuse authorisation of a charge which results in the Control Limit being exceeded.
- (d) You acknowledge that the monitoring and enforcement of each Control Limit relies on technology and other services provided by third parties to Diners Club and may not be effective in all circumstances. If a charge is incurred by the use of the Mastercard Card or the Account which results in that Control Limit being exceeded, the Organisation is liable for that charge.
- (e) Any Control Limit placed on the Account is not a credit limit on the use of the Account approved by Diners Club. Control Limits are designed to operate to assist the Organisation in managing expenditure on the Account.
- (f) The Organisation may cancel or change the Control Limit which applies to the Account at any time by sending a written request (signed by the Authorised Person) to Diners Club. The cancellation of, or change to, the Cardholder's Control Limit will apply from

the date on which Diners Club processes the cancellation or change.

- (g) For the purpose of this clause 5.8, you will not be liable for losses that are caused by the fraudulent or negligent conduct of the employees or agents of:
 - (i) Diners Club; or
 - (ii) those companies involved in networking arrangements; or
 - (iii) Member Establishments.

5.9 Cash Advance and Transaction Limits

- (a) You can make withdrawals (that is, obtain a Cash Advance) from the Account using your Mastercard Card and PIN at ATMs that accept Mastercard branded cards if your account has Cash Advance enabled. To obtain a Cash Advance you must apply to us, and be allocated a PIN.
- (b) The Organisation authorises us to act on the instructions you give us using Cash Advance.
- (c) If you make a cash withdrawal and there is a difference between the amount of cash dispensed by the ATM and the amount shown on the receipt, you must report this to us as soon as possible. You can make your report to us by calling Customer Service on 1300 360 180.
- (d) You accept that:
 - (1) the use of Cash Advance may be subject to other limitations imposed by a Member Establishment or Diners Club, including restrictions on the type of EFT transactions that can be carried out at its ATM;
 - (2) not all ATMs will have money available; and
 - (3) any money dispensed to you at an ATM is at your risk once it becomes visible or available for you to collect.
- (e) We may limit the amount of Cash Advances which you can make from an ATM in the following manner or as selected by the organisation:
 - (1) a daily limit of AUD\$400 applies for a continuous 24 hour period from the time of the initial transaction; and

- (2) a weekly limit of AUD\$1,000 applies for a continuous 7 day period from the date of the initial transaction; and
- (3) a monthly limit of AUD\$2,000 applies for a continuous 30 day period from the date of the initial transaction.

You acknowledge that the monitoring and enforcement of each Cash Advance limit relies on technology and may not be effective in all circumstances. If a Cash Advance is made which results in the Cash Advance limit being exceeded, you are liable for that Cash, except where the Cash Advance made is caused by the fraudulent or negligent actions of Diners Club's employees or agents.

- (f) Each Cash Advance which you make incurs the fees and charges set out in the Diners Club Corporate Travel Account Fee Schedule. This is charged to the Account. When using a domestic or an overseas terminal you may be levied an additional surcharge from the ATM owner.

6 Liability of Amounts Charged

- (a) The Organisation is liable for all charges to the Account (including any taxes, duties, Fees, enforcement expenses, Liquidated Damages or other charges reasonably incurred) whether or not the charges are Travel Charges or are incurred by an Authorised User, except where the Mastercard Card has been reported lost or stolen, or compromised or where the Mastercard Card or Account has been reported as subject to fraudulent or unauthorised use, in accordance with clause 14.3.
- (b) Notification of a Travel Charge or Non-Travel Charge received by Diners Club for payment shall be sufficient proof that the charge recorded thereon was properly incurred at the Member Establishment in the amount, by the person and by the use of the Account referred to in that notification except where the Mastercard Card has been reported lost, stolen, or compromised, or where the Mastercard Card or Account has been reported as being subject

to unauthorised or fraudulent use, in accordance with clause 14.3.

- (c) A dispute between the Organisation or Diners Club and a Member Establishment concerning a charge does not relieve the Organisation of its payment obligations in respect of that charge, except where the Mastercard Card has been reported lost, stolen, or compromised, or where the Mastercard Card or Account has been reported as being subject to unauthorised or fraudulent use, in accordance with clause 14.3.
- (d) Except to the extent prohibited by law, Diners Club may (at the request of the Organisation) disclose information to a third party about the charges incurred using the Account, subject to our confidentiality obligations under this agreement or to any third party. This may include detailed transaction information such as itemised and categorised purchase information.
- (e) The Organisation is liable for any charges to the Account incurred before or after the use of the Account is cancelled or the right of an Authorised User to use the Account is revoked except:
 - (i) where its liability is excluded by the law;
 - (ii) where the Organisation's liability is excluded due to another provision in these terms and conditions; or
 - (iii) where the charges have been incurred due to the fraudulent or negligent actions of Diners Club's employees or agents.

7 Statements

- (a) Diners Club will either issue a statement of account:
 - (1) for the Account; or
 - (2) for the Organisation Account,depending on which option is selected by the Organisation on the Application Form. If no option is selected or is available for selection on the Application Form, the statement of account will be issued for the Account.

- (b) Any statement of account referred to in clause 7(a) will be issued monthly to:
 - (1) the Organisation or any person nominated by the Organisation depending on which option is selected by the Organisation on the Application Form; or
 - (2) if no option is selected or is available for selection on the Application Form, the Organisation.

8 Payments

- (a) The Organisation must pay Diners Club an amount equal to the sum of all charges (including any taxes, duties, Fees, enforcement expenses, Liquidated Damages or other charge in Australia reasonably incurred) appearing on each statement of account by the due date specified on the statement.
- (b) Notwithstanding anything in clause 8(a), if Diners Club reasonably believes that you cannot pay a given charge or charges, Diners Club may, at any time, demand immediate payment of any charge to the Account, by sending written demand to the Organisation. If Diners Club does this, the amount demanded is immediately due and payable.

9 Liquidated Damages

- (a) If any amount owing to Diners Club is not received by Diners Club by the 21st day, or the date specified in your Corporate Card Term Sheet or Corporate Card/Corporate Travel System Agreement ('Default Date') after the issue date of a statement of account setting out that amount, you are in default and Diners Club is entitled to charge and recover Liquidated Damages on the overdue amount; and
- (b) Liquidated Damages will be charged at the greater of \$30.00 or 3% on the overdue amount (or any part thereof) that remains unpaid on the Default Date until the earlier of:
 - (1) the date payment of the overdue amount is received by Diners Club in full; and

- (2) the date Diners Club cancels the Cardholder's Diners Club Card or revokes the Cardholder's right to use the Account.
- (c) Any reference in clause 9 to the overdue amount includes any Liquidated Damages that have previously accrued, are due and remain unpaid.
- (d) Diners Club's right to recover Liquidated Damages under clause 9 is separate from Diners Club's right to cancel and revoke the right to use the Account.

10 Enforcement Expenses

The Organisation agrees to pay Diners Club, and authorise Diners Club to charge to the Account, all costs or expenses reasonably incurred by Diners Club or its contractors or agents (including all legal costs and collection agency fees) in enforcing or collecting payment of any amount due under these terms and conditions.

11 Payments

11.1 Allocation of payments

A payment made to the Account will, unless Diners Club decides otherwise, be applied towards amounts owed or owing to Diners Club in the following order:

- (a) outstanding charges payable (in accordance with clause 8) other than those amounts listed in paragraphs (b) to (e);
- (b) amounts payable in respect of Liquidated Damages (in accordance with clause 9);
- (c) Fees which have become due and payable;
- (d) enforcement costs and expenses payable by the Organisation (in accordance with clause 10); and
- (e) charges made to the account which have not yet appeared on a statement of Account.

11.2 Payment currency

All payments required under these terms and conditions must be made in Australian Dollars. If Diners Club allows a payment to be made in a currency other than Australian Dollars, Diners Club will convert that payment into Australian Dollars at a rate of exchange determined by Diners Club International on the date of processing that payment

to the Account. For the avoidance of doubt, if this involves a foreign transaction as set out in clause 5.5 of these terms and conditions, then the foreign transaction fee set out in the fee schedule will apply.

12 Dispute Resolution

- (a) If you disagree with any amount charged to, or shown as being paid into, the Account, please contact Diners Club as soon as possible on 1300 360 180. You must provide Diners Club with written confirmation of your claim and any supporting evidence upon request.
- (b) Where Diners Club determines, on reasonable grounds, that your claim is a legitimate claim against the Member Establishment, Diners Club will assist you to pursue that claim provided that you notify Diners Club of your claim within 2 months of the date of the statement of account on which the disputed amount appears. Where, in Diners Club's reasonable opinion, the claim is against the Member Establishment, you are not entitled to withhold payment of the disputed amount.
- (c) Disputes against Member Establishments shall be handled differently depending on whether the transaction to which the dispute related was made using the Corporate Travel System or the Mastercard Card.
 - (i) Disputes related to Corporate Travel System transactions
 - (1) In the event that Diners Club determines that your claim is a legitimate claim, Diners Club may temporarily credit your account until such time as the charge back claim against the Member Establishment is proven to be valid. Should the charge back claim prove to be valid then Diners Club will reverse the charge to the Member Establishment and convert the temporary credit in your account, if provided, to a permanent credit.
 - (2) Where Diners Club proves, on reasonable grounds, that the charge back claim is not a valid claim,

Diners Club will accordingly charge the Account and any temporary credit, if provided, will be immediately cancelled.

- (ii) Disputes related to Mastercard Card Transactions
 - (1) Disputed transactions will generally be resolved in accordance with the Mastercard rules. If we try to resolve a dispute in this way, we and you are bound by the Mastercard rules and the result will be governed by the limits imposed by those rules. If you don't tell us about your dispute within 60 days from the date of the transaction it may affect our ability to resolve your claim;
 - (2) at its discretion Diners Club may apply a temporary credit to your account for the value of the relevant transaction pending resolution of the dispute.
- (d) You must comply with any reasonable request Diners Club makes for further information in any form (including a statutory declaration).

13 Fees and Taxes

- (a) Diners Club is irrevocably authorised to charge the Account for any Fee that is due and payable. These Fees may be amended in accordance with clause 20.
- (b) The Organisation is liable for any tax, duty or other charge imposed by law in Australia (including stamp duty, goods and services tax or other charge in Australia reasonably incurred, unless otherwise stated to be included in the price) incurred by Diners Club, or for which Diners Club is liable to reimburse another person, in respect of the supply to, or use of, the Account or any other transaction involving the use of, or a payment to, the Account.

14 Account Security Guidelines

14.1 Security of the Corporate Travel System

- (a) If the Corporate Travel System details are not kept secure, the Organisation is liable for

transactions on the Account that were not made by it or an Authorised User.

- (b) It is the Organisation's responsibility not to allow anyone (other than an Authorised User) to use or have access to the Corporate Travel System or details of the Account.

14.2 Security of the Mastercard Card and Codes

The security of the Mastercard Card and Codes (such as your PIN) is very important. This clause outlines your basic obligations concerning Mastercard Card and Code security and contains some suggestions to help you meet these obligations. If you do not keep your Mastercard Card and Codes secure, you may be liable for transactions on the Account that were not made by you.

- (a) It is the Organisation's responsibility:
 - (1) not to allow anyone else to use the Mastercard Card or details of your Mastercard Card other than the Authorised Users;
 - (2) not to disclose or permit the disclosure of the Code to any other person;
 - (3) not to record or permit the recording of the Code on the Mastercard Card;
 - (4) not to record or permit the recording of the Code on any article carried with the Mastercard Card or any article which is liable to loss or theft at the same time as loss or theft of the Mastercard Card (unless the Code is reasonably disguised); and
 - (5) to ensure that the Authorised Cardholder does not allow any other person to see them entering the Code when using an ATM or POS.
- (b) not to record or permit the recording of the Code without reasonably disguising the Code. As a guide, we do not consider the following examples a reasonable disguise:
 - (1) reversing the number sequence of the Code;
 - (2) disguising your Code as a telephone number and recording the disguised

- number conspicuously away from other telephone numbers;
 - (3) disguising the Code using alphabetical letters, e.g. A=1, B=2, C=3 etc;
 - (4) disguising the Code using the following combinations:
 - (i) a birth date;
 - (ii) a car registration number; or
 - (iii) a name or the name of a friend or family member;
 - (5) recording the disguised Code on the Mastercard Card; and
 - (6) describing your disguised Code as a 'code record', 'code', 'PIN', 'password', 'username' or other similar terms.
- (c) There may be other ways to disguise your Code that are not reasonable disguises. If the Code is disguised or recorded, and that disguise is not a reasonable one, whether or not that disguise is mentioned above, you may be liable for any unauthorised transactions on the Account that result from the fact that someone else knows the Code.
- (d) The Code must not be stored in any electronic device (such as a personal computer or mobile phone) which another person may easily access.

14.3 Reporting unauthorised use

- (a) If the Organisation knows or suspects that the Account has been used in an unauthorised or fraudulent way, or if the Mastercard Card has been lost, stolen or compromised, or if the Code has become known to another person the Organisation should notify Diners Club immediately by contacting Customer Service, 24 hours a day on 1300 360 180 if calling within Australia or reverse charges on 61 3 8643 2210 if calling outside Australia.
- (b) Where it is unclear whether or not you have contributed to losses caused by an unauthorised transaction, your liability for losses arising from the unauthorised transaction will be limited to the lesser of:
 - (i) AU\$150;

- (ii) the balance of the Account, including any prearranged credit; and
 - (iii) the actual loss at the time we are notified of the loss, theft or unauthorised use of your Mastercard Card or Account or that the security of your PIN has been compromised (but not that portion of the loss incurred on any one day which exceeds the daily or other periodic transaction limit).
- (c) Subject to clause 14.3(b), you are not liable for unauthorised charges incurred after you have notified Diners Club that the Mastercard Card is lost, stolen or compromised.

15 Cancellation

15.1 Cancellation by Diners Club

- (a) Diners Club may with or without cause or notice:
- (1) cancel the Account; or
 - (2) direct the Organisation to revoke the authority of an Authorised User to use the Account.
- (b) Upon becoming aware of the cancellation, the Organisation must immediately stop using the Account. We may provide you with notice but are not obliged to do so. If Diners Club reinstates the Organisation's right to use the Account, these terms and conditions will continue to apply to the use of the Account.

15.2 Cancellation by the Organisation

- (a) The Organisation may cancel the Account at any time by sending a written request to Diners Club. Any such cancellation will be effective from the Business Day after Diners Club receives the request.
- (b) The Organisation must notify the Authorised Travel Agent immediately on a person ceasing to be an Authorised User for whatever reason and request the Authorised Travel Agent to revoke the Authorised User's right to use the Account.

16 Suspension

Diners Club can suspend the right to use the Account at any time, when it has reasonable cause to do so, without notice:

- (a) if the Organisation is in default under these terms and conditions;
- (b) if Diners Club suspects that the Account has been used fraudulently by the Organisation or a third party;
- (c) to prevent loss to either the Organisation and/or Diners Club; or
- (d) if by allowing the Organisation to continue using the Account, we believe the Organisation or we or our related bodies corporate may breach any Applicable Laws.

If Diners Club does this, the Organisation must not, and must ensure that each Authorised User does not, use the Account until such time as Diners Club advises the Organisation that the Account has been reactivated or reinstated. The suspension of the Account does not affect the Organisation's obligations under these terms and conditions.

17 Diners Club's Liability

- (a) Except as required by law, Diners Club is not responsible or liable for:
 - (1) goods or services purchased using the Account;
 - (2) the failure by an Authorised Travel Agent to accept payment by use of the Account;
 - (3) any dispute between the Organisation and an Authorised Travel Agent in relation to the supply, use or quality of goods or services;
 - (4) any loss, costs or expenses incurred by the Organisation as a result of the action or inaction of any third party or as a result of any matter where such action or inaction is outside of Diners Club's reasonable control;
 - (5) any loss, costs or expenses incurred by the Organisation as a result of the acceptance of payment by use of the Account by a Member Establishment that is not an Authorised Travel Agent;

- (6) any loss, costs or expenses incurred by the Organisation as a result of the Organisation and/or an Authorised User not keeping the Account or any details required to access the Account secure; or
- (7) any loss, costs or expenses incurred by the Organisation as a result of a charge incurred on the Account by a person who is not an Authorised User.
- (b) Subject to paragraph (c), Diners Club will not be liable for any indirect or consequential loss, costs or expenses that the Organisation may suffer or incur as a result of Diners Club failing to carry out its obligations under these terms and conditions.
- (c) Regardless of the above, Diners Club has minimum requirements imposed on Diners Club including by laws like the Competition and Consumer Act 2010 (Cth) and/or the Australian Securities and Investments Commission Act 2001 (Cth). For example, these may imply warranties into a contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow Diners Club to exclude liability if you acquire services as part of a business. To the extent permitted by law, Diners Club excludes liability under implied statutory conditions and warranties, or limit its liability under such warranties and conditions to supplying the services again or paying the cost of that resupply.

18 Privacy

Purposes for which we collect, use and disclose your personal information

We collect, use and disclose your personal information:

- to assess any applications for credit, and to provide and administer your credit facilities and related services;
- to conduct reviews of your facility;
- to comply with applicable laws both in Australia and overseas, including:

- (a) the Anti-Money Laundering and Counter-Terrorism Financing Act;
 - (b) State and Territory property legislation and other property-related laws (for example, to register and search for security interests); and
- for other purposes as listed in our Privacy Policy and our Credit Reporting Policy.

If you do not provide us with the information we ask for or the information provided is incorrect or incomplete, we may not be able to provide or administer the products or services that you are seeking.

We usually collect your personal information directly from you. However, we may need to collect personal information about you from third parties. This may include, for example, where we need information from a third party to assist us to process your application (such as to verify information you have provided), or to locate or communicate with you.

Where you provide information about another individual, you must make them aware of that fact and the contents of this Privacy Consent and Notification, and have obtained their consent to make this disclosure to us.

Your telephone calls and conversations with a Diners Club representative may be recorded and monitored for quality, training and verification purposes.

Disclosures of your personal information

We may disclose to, and obtain from, the following organisations personal information about you (as well as otherwise permitted by the Privacy Act):

- our affiliates, sales agents and organisations that carry out functions on our behalf including card schemes, mailing houses, data processors and collection agents;
- reward providers including Airline partners and their service providers;
- other credit providers;
- any signatory or guarantor to the facility for which you are applying;

- any broker, introducer, financial, legal or other adviser acting in connection with your facility or application;
- regulatory and tax authorities in Australia and overseas;
- credit reporting bodies (see 'Exchange of information with credit reporting bodies' below);
- any insurer relating to your facility;
- organisations wishing to acquire an interest in any part of our business; and
- as further set out in our Privacy Policy and Credit Reporting Policy.

Disclosures to overseas recipients

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the United States of America, India, Malaysia, Hong Kong, the Philippines and Singapore.

Exchange of information with credit reporting bodies and other information services

If you have made an application for consumer or commercial credit, or have obtained consumer or commercial credit from us, you agree that we can obtain credit reporting information about you from a credit reporting body (CRB) for the purposes of assessing any application for consumer or commercial credit and collecting payments that are overdue in relation to consumer or commercial credit. You also agree that we can obtain, from any business providing information about commercial credit worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.

We may disclose personal information about you (including credit information, such as details about the credit that we provide to you, your repayment history and any repayment defaults) to, and obtain credit reporting information about you from, CRBs. CRBs may include that information in reports provided to Us and other credit providers to assess your credit worthiness. Our Credit Reporting Policy contains information about credit reporting,

including the CRBs with which we may share your personal information, their contact details, the type of credit reporting information we share, and your rights in relation to them.

We have the right to conduct reviews of your facility from time to time and at our sole discretion. You acknowledge that we will provide personal information to a credit reporting agency as permitted by the Privacy Act for each review and that a credit report may be obtained from a credit reporting agency for the purpose of any such review.

Our policies (including how to access and correct information, and make a complaint)

You can view our Privacy Policy or Credit Reporting Policy on our website at dinersclub.com.au/privacy or obtain copies by calling us on 1300 360 180. These policies include information as to how you can access and/or seek correction of the personal information we hold about you.

Our Privacy Policy and Credit Reporting Policy also contain information as to how you can complain about a breach by us of the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we will deal with such a complaint. It also sets out details of the CRBs to whom we disclose your personal information and how to contact them and seek copies of their policies for handling your personal information.

Your marketing communications preferences

Diners Club, Citigroup affiliate companies and their partners may use your personal information to keep you informed about offers relating to this product and other products, services and offers which may be of interest to you.

They may do this by phone, mail, email and SMS or other electronic messages. These consents operate indefinitely and shall remain in effect unless and until you notify us that you do not want to receive such communications. If you do not wish to receive these communications please notify us in writing or by calling us on 1300 360 180.

Note: If you have not told us that you do not wish to receive these communications by phone, you may be contacted even if you have registered your phone number on the national Do Not Call Register.

Contacting us

If you wish to find out more information, or raise any specific or general concerns about us and our Privacy Policies, the contact details are as follows:

Diners Club

GPO Box 204

Sydney NSW 2001

Telephone: 1300 360 180

Email: privacy.officer@citi.com

19 Additional Obligations of the Organisation

- (a) The Organisation must use its best endeavours to ensure that each Authorised User complies with:
 - (1) the Organisation's obligations under these terms and conditions;
 - (2) with any obligations under any agreement or arrangement with an Authorised Travel Agent; and
 - (3) any other terms that apply to the use of the Account.
- (b) The Organisation must not, without the prior written consent of Diners Club, use for any purpose, the Diners Club name or any trademarks, tradenames, logos, copyright or other intellectual property which Diners Club or Diners Club International owns or is authorised to use.
- (c) The Organisation must provide Diners Club with details of any proposed change in ownership or control of the Organisation:
 - (1) if it is a listed company, within 7 days of the change taking effect; or
 - (2) otherwise, prior to the change taking effect.
- (d) Diners Club may request that the Organisation provide Diners Club with information relating to the financial condition of the Organisation (including, but not limited to, financial statements, balance sheets or profit and loss statements).

The Organisation must provide the requested information to Diners Club within 10 Business Days following the receipt of such a request.

20 Changes to these Terms and Conditions

Diners Club may amend change the terms and conditions applicable to your Account, including changing any condition, fees and charges. We may tell you about a change by writing to your last known address, by advertisement in a newspaper in or in other ways allowed by applicable laws. The following notice periods apply:

As soon as reasonably possible which may be after the change is made	Changes that we reasonably consider are not adverse to you such as reducing your obligations (e.g. fees) or extending the time for payment
No notice if the government publishes the change	Changes to government charges
At least 30 days	Any other change we make (including increase in fees) other than those changes that we expressly agree with you

21 Notice

- (a) The parties can give notice to each other under these terms and conditions by post or in any manner permitted by law.
- (b) Where Diners Club gives the Organisation notice by post, the Organisation agrees that, unless otherwise stated in these terms and conditions, the notice is deemed to have been given:
 - (1) on the date of actual receipt of the notice or on the date it would have been delivered in the ordinary course of post, whichever occurs first; and
 - (2) if it is sent to the Organisation's last known address according to Diners Club's records.

22 Waiver

No failure or delay by Diners Club in exercising its rights under these terms and conditions constitutes a waiver of those rights. Any waiver by Diners Club must be in writing and signed by an officer of Diners Club.

23 Assignment

Diners Club may assign its rights under these terms and conditions at any time without the Organisation's consent. The Organisation cannot assign its rights under these terms and conditions without Diners Club's prior written consent.

24 General

- (a) The Organisation acknowledges that each party enters this arrangement as independent contractors, and not as agents of one another, in partnership or as joint venturers.
- (b) The Organisation must notify Diners Club immediately of any change of its name or address.
- (c) The Organisation agrees that a certificate signed by an officer of Diners Club stating the amount owing by the Organisation to Diners Club is, subject to manifest error, sufficient evidence of the amount owing.
- (d) These terms and conditions are construed according to and are governed by the laws of Victoria. The Organisation agrees to submit to the non-exclusive jurisdiction of the courts of Victoria (including, but not limited to, in relation to any disputes arising under these terms and conditions).

Diners Club Corporate Travel System Account Fee Schedule

Copy Document Fees

- Copy of Charge (other than International Charges) \$10
- Copy of International Charge \$15

Transaction Fees

- BPAY® 0.75
- Australia Post – pay over counter (per cash or cheque payment) \$1.55
- Club Direct (Direct debit on nominated date) Nil
- Foreign transaction fee for Corporate Travel System transactions (included in the exchange rate) 3%
- Foreign transaction fee for Mastercard Card transactions (included in the exchange rate) 1%

Cash Advance Fees

- ATM/Over the counter Cash Advance
 - Less than \$100 advanced \$4*
 - \$100 or more advanced 4% of the amount advanced*

Dishonoured Payments

- Dishonoured cheque payment \$35
- Dishonoured Club Direct payment \$35

Other Fees

- Fraud charges \$150
(Refer to clause 14.3(b) for details of when this is charged)
- Dispute Fee \$10
(only payable if the disputed charge is found to be a valid charge)
- Global Vision (GVi) Negotiable

All fees payable pursuant to this Fee Schedule are non-refundable.

All amounts stated are inclusive of GST (if applicable).

* Cash Advance Fees are calculated based on the Australian Dollar equivalent of the amount withdrawn. For cash advances in a currency other than Australian Dollars, the amount advanced will be converted into Australian Dollars in accordance with clause 5.5.

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For further information call
Diners Club Customer Service
24 hours a day on 1300 360 180
dinersclub.com.au

