

TERMS AND CONDITIONS FOR RETAIL WIRES (TELEGRAPHIC TRANSFERS) - AUSTRALIA

1 This is what we mean by the following terms:

Unless the context requires otherwise:

Correspondent Bank means any correspondent, intermediary or beneficiary bank(s) which facilitate the sending or payment of a Telegraphic Transfer that is provided to you by Travelex in accordance with these terms and conditions.

Instruction means a communication that:

- (a) contains the information required by Travelex to enable Travelex to give effect to the communication;
- (b) is received by Travelex in writing, by facsimile, SWIFT, telephone or via Travelex's electronic instruction system or such other means as are for the time being agreed by You and Travelex; and
- (c) Travelex believes in good faith to have been given by you.

Payee means the person to whom money is to be, or has been, paid by Telegraphic Transfer.

'We, Our, Us' means Travelex Limited ABN 36 004 179 953 ("Travelex"), Australian Financial Services License Number 222444, or authorised agent as the case may be.

'You, Your' means you, our customer, identified in the Order Form on the front page of this document.

2 Doing business with us

- 2.1 You irrevocably authorise us to rely upon the Instructions as constituting genuine, true, accurate, complete and enforceable Instructions. We have no duty to obtain confirmation or make enquiry as to the validity of any Instructions. At our sole discretion, we may decline to act upon any Instructions or request verification of any Instructions. We shall not be liable to you for any loss, claim or liability arising as a result of our failure or delay to act on such Instruction.
- 2.2 You must ensure that the correct beneficiary details and payment delivery instructions are given to us, otherwise there may be delay in the beneficiary receiving payment. We will do anything we reasonably can to rectify any errors, but we cannot be liable for any loss or damage caused by errors or inaccuracies in your request.
- 2.3 In addition to the fees charged to you by Travelex for sending payments by Telegraphic Transfer, Correspondent Banks may impose their own additional fees or charges which may be deducted from the amount paid to you or your beneficiary.
- 2.4 You understand and agree that we may be unable to transfer full value to the Payee of a Telegraphic Transfer due to applicable exchange, regulatory, taxation or other restrictions or due to charges or fees imposed by a Correspondent Bank.



3 Indemnity

- 3.1 You understand and acknowledge that a payment by us by way of a Telegraphic Transfer is undertaken by you at your sole risk and that neither Travelex nor any of its associated companies, subsidiaries and or agents will be liable for any delay, mistake, act or omission which may occur in the transmission of such a payment, provided Travelex has used its reasonable endeavours to act upon the Instructions received by it. You agree to indemnify and hold Travelex harmless against all losses damages and expenses incurred by you in relation to any Telegraphic Transfers made by us upon your Instructions.
- 3.2 You will indemnify us from any liability incurred by us in respect of the misinterpretation of Instructions by us or any of our associated companies, subsidiaries or agents as a consequence of the illegibility of the Instructions received by us, or failure of such Instructions to accurately identify the Payee.
- 3.3 Travelex shall not be liable for any act or omission of any Correspondent Bank or paying bank for any error or delay in transmission.
- 3.4 Except as expressly provided in these terms and conditions, all warranties, representations, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 3.5 To the fullest extent permitted by law, we shall not be liable to you for any indirect, special, incidental or consequential loss or damage (whether for loss of profit, goodwill, business or otherwise), costs, expenses (including, without limitations, legal fees) or other claims for consequential compensation whatsoever (and whether caused by the negligence of us, our employees, agents or otherwise) which arise out of or in connection with any Instructions, or these terms and conditions. We also have no liability to you for failing to take action in circumstances permitted by these terms and conditions.

4 Compliance with anti money laundering laws and regulations

- 4.1 You undertake that you will observe all anti money laundering laws and regulations in relation to your request and will use reasonable endeavours to assist us to do likewise. In particular, you warrant that the information given in your Order Form and Instructions is accurate and that any transfer of funds will not constitute a breach of any anti money laundering laws and regulations.
- 4.2 Sometimes legal or regulatory authorities require additional information, either in respect of individuals/organisations or particular transactions. You agree to supply all such information which any legal or regulatory authority may require and/or which we may be required to supply at any time in relation to you and/or any Instruction.
- 4.3 If you breach any such laws or regulations, you agree that we may take any action we consider appropriate. In particular, we may retain any moneys or funds transmitted to us pursuant to these terms and conditions and/or not fulfil any request if we are required to do so by any legal or regulatory authority and such moneys shall not bear interest.

5 Privacy and use of information

- 5.1 You agree that we may use and keep a record of the personal information we obtain from, collect about, and in relation to, you:
- 5.1.1 to consider your application;
 - 5.1.2 to consider any Instructions;
 - 5.1.3 to carry out any Instructions;
 - 5.1.4 to determine whether to, and/or to, inform you of other products and services which may be ours or those of a third party. If you would rather not receive this information then please let us know in writing;
 - 5.1.5 for marketing purposes generally;
 - 5.1.6 to transfer to any related company of ours and to auditors and professional advisers of ours and such related companies; and/or
 - 5.1.7 as required by law or any regulatory authority.
- 5.2 We agree to keep confidential any information which you have provided to us, except where disclosure of such information to a third party is necessary for the performance of any services provided to you in accordance with your Instructions, as is required by law, or to comply with a request from a regulatory authority to disclose information.
- 5.3 The duty of confidentiality set out above will not extend to any information which:
- 5.3.1 was rightly in the other party's possession at the date of disclosure to it as evidenced by its written records;
 - 5.3.2 is after the date of disclosure acquired by it in good faith from an independent third party; or
 - 5.3.3 has in its entirety become public knowledge otherwise than in breach of these terms and conditions.

6 General provisions

These terms and conditions and any disputes arising under them shall be exclusively governed by and construed in accordance with the law of the State of New South Wales and shall be subject to the exclusive jurisdiction of the courts of New South Wales.