



Purchase Profile Terms and Conditions

Purchase Profile is provided to you as a Mastercard BusinessCard/PurchasingCard account holder. The Mastercard BusinessCard/PurchasingCard Conditions of Use (“**Conditions of Use**”) (including, without limitation, the “Transaction Restrictions” section of the Conditions of Use) also apply to your and all Users’ use of your Mastercard BusinessCard/PurchasingCard via Purchase Profile.

Your use of Purchase Profile indicates your agreement to comply with these terms and conditions (the “**Terms**”) and to continue to comply with the Mastercard BusinessCard/PurchasingCard Conditions of Use and to procure that all Users do likewise.

In the event of any conflict or inconsistency between these Terms and the Conditions of Use, these Terms shall prevail.

Please see the further defined terms at the end of this document.

Scope

You may choose to place certain restrictions on the types of transactions that may be undertaken by the use of a Card. Such restrictions may relate to individual Cards or all the Cards issued under the Mastercard BusinessCard/PurchasingCard facility. The restrictions may limit any one or more of the following:

- the types of merchants, financial institutions or electronic banking terminals that may accept the Card;
- the country where the merchant, financial institution or electronic banking terminal is located;
- the value of transactions that may be made in a predefined period (per day, per week, per month); and
- the day of the week and/or the time of day that transactions may be made.

Any such restrictions will restrict the use of a Card when being used to access the relevant Mastercard BusinessCard/PurchasingCard facility only and will not apply to the extent a Card is used to access a transactional or savings accounts.

You agree to notify each User of any restrictions that apply to the use of the Card.

There may be instances where the alerts or restrictions placed on a Card may not be effective. This is usually where electronic approval of transactions is not available (e.g. at paper credit card merchants, during a maintenance period or where electronic authorisation networks may not be fully functioning). If the alerts or restrictions are ineffective, it may be possible for a User to perform a transaction that would otherwise be restricted or alerted. You agree that:

- you are liable for all such transactions; and
- in no circumstances will Westpac be liable to you for any transaction that proceeds notwithstanding a restriction nominated by you.

See our website westpac.co.nz/business/lending-and-credit-cards/business-credit-cards/ for the standard fees for this Service.

Enrolment

Enrolment will enable you to customise the control settings and decline options (as applicable) for all Cards issued to your account. Each Card must be individually enrolled to enable the Service for each Card. In the event of Card replacement and/or re-issue you and/or the User will have to re-register the replacement and/or reissued Card. You and/or Users can, at any time, update the control settings and decline options for any Cards that have been enrolled for the Service.

To enrol, Users must provide a valid email address, a 16-digit card number, CVC2 (security digits), Card expiration date and, for security reasons, must answer a question about a recent transaction made with that Card. Users will be prompted to create a user name, password and set up security questions and answers.

Once enrolled, access to the Service is authenticated by way of a user name and password combination. Users will be responsible for all control settings, alerts and decline requests that are applied to the Cards on your account

Authorisation of Electronic Acceptance and Electronic Contract

You agree that these Terms and the Mastercard BusinessCard/PurchasingCard Conditions of Use represent all of the terms and conditions that apply to the Service and that these Terms and your electronic acceptance of them shall be deemed valid, authentic and will have the same legal effect as if you had signed a physical contract. You agree to receive any electronic message that is sent in the course of providing the Services to the latest e-mail address that you used to register for access to the Service. By agreeing to these Terms, you agree to receive notices and disclosures from Westpac and/or its service providers in connection with the Service in an electronic form and you agree not to block receipt of such communication. You also agree to update your details through the Service if there is any change in your e-mail address with respect to the Service.

Cancellation of the Service and Updating your Personal Information

If you wish to cancel the Service, or to change your e-mail address or any other information related to the provision of the Service, you can do so by emailing us at purchaseprofile@westpac.co.nz

Use of Service

You agree not to use (and to procure that Users do not use) the Service for any purpose that is unlawful or abusive or that otherwise interferes with or disrupts the operation of the Service. The re-sale of the Service is prohibited without Westpac's prior written consent.

Privacy

All personal information collected and processed through any User's use of the Service will be protected by the Purchase Profile Privacy Policy. The Purchase Profile Privacy Policy can be accessed here westpac.co.nz/link/purchase-profile/privacy/ or via a link at the bottom of the Westpac Purchase Profile website at westpacpurchaseprofile.co.nz

Passwords and Unauthorised Use

If the Service has been used fraudulently, you must immediately notify Westpac. Westpac will need to cancel and reissue all Cards registered to the Service, and any new or replacement Cards will need to be registered (or re-registered) with the Service. Users will also need to change access passwords. Westpac has the right to interrupt or restrict the Service without notice if we suspect that any unauthorised, illegal or fraudulent activity is being performed through the Service. You agree to cooperate with Westpac in any fraud investigation. Users of the Service will have online access to a password-protected account in a secure area of a site hosted by a service provider to Westpac and are responsible for maintaining the confidentiality of the account and of their password. Each User is responsible for any and all activities that occur in relation to their account and password.

No Warranties

Access to your account and other notifications through the Service ("**Information**") is only available to Users. All Information is believed to be accurate and up to date (subject to delays), but Westpac does not guarantee such accuracy or timeliness. The Service may be subject to interruption and access limitations. Westpac disclaims any liability or responsibility in relation to the use of the Service on any mobile or other internet-enabled device ("**Equipment**") and does not in any way guarantee the functionality of any Equipment used with the Service, the use of and System access to which you fully agree are at your own risk. The Service and System are available "as is" and "as available" without any representation or endorsement of any kind. Westpac is not responsible for any interruption of Service or System, regardless of duration. To the fullest extent permitted by law, Westpac disclaims all warranties, conditions and other terms of any kind, express or implied, in connection with the Service or the System, including without limitation as to satisfactory quality, merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Westpac does not authorise anyone to make any warranty on behalf of Westpac. Westpac does not warrant that the Service or System will meet your requirements, or that the Service or System will be uninterrupted, timely, secure, error free, or that the Service or the servers that make it available are free of viruses or bugs. Neither Westpac nor the technology and content providers warrant the results of the use of the Service, nor the accuracy or reliability of any information obtained through the Service. Westpac or content or technology providers may make improvements and/or changes in the Service or System at any time and without notice. You agree that any information, material and data downloaded or obtained from the use of the Service and System are sent at your own risk and that you will be solely responsible for any damage to your computer hardware (including mobile devices) or loss of data that results from the downloading of such information, material or data.

Indemnity

You agree to indemnify and hold Westpac harmless from and against any and all claims, demands, costs or expenses (including without limitation reasonable legal fees), made by any third party arising from your and/or any User's use of the Service or System (or use of the Service or System by anyone using your password) or violation of these Terms.

Assignment

Westpac may assign all or part of Westpac's rights or duties under these Terms without such assignment being considered a modification of these Terms without notice. You may not assign your account or your agreement to these Terms without the prior written permission of Westpac.

Service Provider

Westpac has arranged for the provision of Westpac Purchase Profile to be carried out by Mastercard as its service provider. Nevertheless, please direct any enquiries about Westpac Purchase Profile to Westpac.

Requirements for Remote Access

In order to electronically access agreements and communications through the Service, Users need (i) a personal computer equipped with an Internet browser with 128-bit encryption and which is Javascript enabled; (ii) Internet access; and (iii) an active e-mail address so you can receive email messages. You confirm that you have the necessary computer hardware and software.

Intellectual Property Rights

All intellectual property rights in Purchase Profile, including copyright, belong to us and/or our licensors and/or service provider. You do not have any intellectual property rights in Purchase Profile or in any improvements or variations that may be made to Purchase Profile.

Miscellaneous

These Terms and the Mastercard BusinessCard/PurchasingCard Conditions of Use constitute the entire agreement in relation to the provision of the Service. If any part of these Terms is held to be unenforceable, that will not affect the enforceability of the remaining parts of these Terms. A waiver by Westpac of any provision of these Terms shall be effective only if given in writing, and then it shall be effective only to the extent that it is expressly stated to be given. A failure, delay or indulgence by Westpac in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by Westpac shall not preclude further exercises of that power or right or the exercise of any other power or right.

Westpac (through its service providers) will make every effort to try and deliver e-mail alerts to the e-mail address you provided. However, Westpac cannot guarantee that your emails will be delivered by your Internet service provider. You will be responsible for any fees or charges on your account.

Changes in the Terms and Conditions

Westpac may vary these Terms from time to time. Notice of any such changes will be given at least 14 days in advance in accordance with the New Zealand Code of Banking Practice.

Solution of Disputes, Jurisdiction and Applicable Law

These Terms shall be construed, interpreted and performed exclusively according to the laws of New Zealand and you accept the non-exclusive jurisdiction of the courts of New Zealand.

Withdrawal of Service

Westpac has the right to withdraw this Service at any time. Notice of such withdrawal will be given at least 14 days in advance in accordance with the New Zealand Code of Banking Practice.

Definitions

"**account**" means your Westpac Mastercard BusinessCard/PurchasingCard account.

"**account holder**" means the applicant for the Westpac Mastercard BusinessCard/PurchasingCard account, in whose name the Westpac Mastercard BusinessCard/PurchasingCard account is conducted.

"**Card**" means a physical Mastercard BusinessCard/PurchasingCard card that you have identified through its card number and enrolled for the Service on the registration page of the Service.

"**Eligible transactions**" are credit card transactions performed using valid Cards that have been issued by Westpac.

"**Mastercard**" means Mastercard International Incorporated.

"**Service**" or "**Purchase Profile**" means the Westpac Purchase Profile service that allows you to apply transaction controls and alerts to Cards.

"**System**" means any technology used for providing the Service.

"**User**" means means any person who has been authorised to access and use the Service.

"**Westpac**" means Westpac New Zealand Limited, the provider of Westpac Purchase Profile.

"**you**" or "**your**" means the account holder.

Mastercard and the Mastercard brand mark are registered trade marks of Mastercard International Incorporated.