



Westpac Get Paid® Application Terms and Conditions

About these Terms

1. These terms and conditions (**Terms**) apply to your use of the Westpac Get Paid application (**Get Paid Application**) developed by or on behalf of Westpac New Zealand Limited (**Westpac, we, us, our**) and used in conjunction with a card payment acceptance device (**Terminal**) to accept payment for a Merchant's goods and services in the course of such Merchant conducting business operations in New Zealand (**Permitted Purpose**). If you do not accept these Terms, then you should not download nor use the Get Paid Application.
2. Where we refer to **you** or **your** in these Terms, we mean any individual that is authorised by a merchant to use the Get Paid Application on their behalf. Reference to a **device** means any Android or Apple device that you use to use the Get Paid Application.
3. By downloading and using the Get Paid Application, you agree to these Terms and the terms and conditions of the relevant merchant facility agreement in connection with which you are authorised to use the Get Paid Application (**Merchant Facility Agreement**). A copy of Westpac's standard Merchant Facility Agreement can be found at westpac.co.nz/mccfa.
4. Any capitalised words used but not defined in these Terms have the meaning given to them in the Merchant Facility Agreement unless the context otherwise requires.

Amendments

5. We can change these Terms at any time. Notices of any such changes will be given at least 14 days in advance in at least one of the following ways:
 - a. by direct communication to you, for example by letter, electronic communication or via the Get Paid Application;
 - b. by notice on our website; or
 - c. by notice in the media (including public notices).

If you continue to use the Get Paid Application after the expiry of any notice period, you will be deemed to have accepted such changes to these Terms. If you do not accept the changes to these Terms, please uninstall, and stop using, the Get Paid Application.

Setup and integration with the merchant account

6. To use the Get Paid Application you must:
 - a. be authorised by a Merchant to use the Get Paid Application in connection with a Merchant Facility Agreement with Westpac (either as a Merchant or an Authorised Person);
 - b. have downloaded the Get Paid Application; and
 - c. be using an eligible Android or Apple device that is enabled for cellular or wireless Internet connection, and has Bluetooth™ enabled. To determine whether you have an eligible device, you should check your device's functional and technical specifications against the list of minimum functional and technical requirements for eligible devices at westpac.co.nz/getpaid.
7. You can log on to the Get Paid Application using your email address.
8. When you log onto the Get Paid Application for the first time with your email address, you will be prompted to select a Password and PIN (**Security Code**). You agree to ensure your Security Code is kept secure and will not:
 - a. choose a Security Code which is the same as or similar to details used for any other service you may use, including non-banking services; and
 - b. disclose your Security Code to any person (including any other Authorised Person).
9. If you suspect your Security Code has become known to someone else you should change it immediately and advise the Merchant.

Use of Westpac Get Paid

10. You will not be able to use the Get Paid Application unless your device is connected to the Internet and Bluetooth™ is enabled.
11. Westpac may immediately suspend, modify or withdraw the operation of the Get Paid Application or any functionality at any time, at our sole discretion and for any reason, including if any threat is posed to any system or part of any system, or for the purposes of carrying out routine periodic maintenance and administration work. Where reasonably possible, we will give you notice in advance of any such addition, modification or suspension.

Security and maintenance

12. You must exercise every possible care to ensure the safety of your device by taking all reasonable care to prevent loss, theft and unauthorised or fraudulent use including, but not limited to, not leaving your device unattended, not letting anyone else use your device whilst the Get Paid Application is enabled, and signing out of the Get Paid Application when not in use.
13. You must have a passcode, biometric authentication, or other lock function (**device passcode**) set on your device. If you suspect your device passcode has become known to someone else you should change it immediately.
14. We may suspend or terminate your use of the Get Paid Application without notice at any time where we suspect unauthorised or fraudulent transactions have occurred or been attempted.
15. If you sell, upgrade or otherwise dispose of your device, you are responsible for ensuring you delete the Get Paid Application prior to such disposal.
16. You must contact Westpac on 0800 888 066 as soon as you become aware or suspect that your device has been lost or stolen, someone other than you has accessed, or is capable of accessing a device of yours where there is a risk they may gain access to the Get Paid Application, or your login credentials for the Get Paid Application have been used without your (or the relevant Merchant's) authority or may otherwise have become known to anyone else.
17. You must also immediately cease using, and uninstall, the Get Paid Application if you become aware or suspect that your login credentials to the Get Paid Application have been compromised in any way.
18. You must not conduct or allow (a) "jailbreaking" of any device running Apple Inc's iOS operating system or (b) "rooting" of any device running Google's Android operating system. Jailbreaking or rooting is the process of removing software restrictions imposed by the operating system proprietor and could enable unauthorised access to your accounts.
19. Only software approved by Google or Apple should be installed on your device. Unapproved software could contain malware or "malicious software" such as viruses, worms, trojan horses or spyware designed to damage or gain unauthorised access to your device without your knowledge.
20. To improve and maintain the Get Paid Application from time to time we may request that you install updates and upgrades. Unless we specify otherwise, these Terms, and the licence granted under these Terms, will apply to any updates and upgrades to the Get Paid Application. You must download these updates at the first reasonable opportunity following their release. Failure to install any update or upgrade may impact your use of the Get Paid Application.

Fees

21. Other than the merchant services fees payable by the Merchant in accordance with the Merchant Facility Agreement, there is no charge for downloading or using the Get Paid Application, but you will need an Internet connection. You are responsible for all associated charges from your Internet or mobile network providers.

Limitation of liability

22. Westpac provides the Get Paid Application on an "as is" and "as available" basis and does not represent or warrant that the use and operation of the Get Paid Application will be without disruption, interruption or error or that the Get Paid Application will not impair the functionality of a device. In addition to the exclusions of liability contained in the Merchant Facility Agreement, to the fullest extent permitted by law, Westpac will not

be liable for any direct or indirect damage, disruption or interference to any property or service as a result of the installation or use of the Get Paid Application, except in the case of our negligence.

23. Subject to the exclusions of liability above and to the extent permitted by law, Westpac's maximum liability to you in connection with any claims arising from your use of the Get Paid Application, will not exceed \$500.

Licence for use

24. Westpac grants you a limited, non-transferable, non-exclusive, revocable licence to use Get Paid Application on a device that you own or control, subject to these Terms and in accordance with the Permitted Purpose.
25. Westpac may block or restrict your access to the Get Paid Application if you fail to comply with these Terms or any applicable term of the Merchant Facility Agreement. If we block or restrict your access due to such failure by you to comply with these Terms, or the Merchant Facility Agreement, the licence granted to you under these Terms will immediately terminate.
26. Westpac is authorised by its third party application developer (**Licensor**) to grant you the licence specified in these Terms. If Westpac's agreement with such Licensor is terminated for any reason, Westpac may immediately terminate your access to the Get Paid Application and the licence granted to you under these Terms will immediately terminate.

Intellectual property

27. All intellectual property rights in and to the Get Paid Application, now and in the future, belong to Westpac and/or our licensors. Except as expressly set out in these Terms, you do not have any intellectual property rights in or to the Get Paid Application, or in any improvements or variations that may be made to the Get Paid Application. Nothing contained in these Terms or otherwise contained within the Get Paid Application should be construed as granting, by implication or otherwise, any right to use any trademark appearing within the Get Paid Application without the written permission of Westpac or such other applicable party.
28. You must not copy, reverse engineer, decompile, disassemble, attempt to derive the source code of, modify, create derivative works of, re-post to other web sites, frame, deep link to, change, or otherwise distribute, license, sub-licence or transfer in any form any aspect of the Get Paid Application.
29. Westpac, and not your operating system provider, is responsible for the content of the Get Paid Application. You acknowledge that your operating system provider will not be responsible for any such claim.
30. If your use of the Get Paid Application is challenged as a result of a claim relating to an infringement of third party intellectual property rights, you must immediately notify Westpac and allow Westpac to defend and settle any such claim on your behalf. Westpac may, at its discretion, modify or replace the Get Paid Application to the extent necessary to avoid or minimise this challenge.

General

31. Apple, iPhone and App Store are trade marks of Apple Inc. and may be registered in the US and other countries. Android is a trade mark of Google Inc., use of which is subject to Google Permissions.
32. If your device is an iPhone then the App Store Terms of Service Usage Rules will also apply. If your device uses an Android operating system, then the Google Play Terms of Service will also apply.
33. These Terms are governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction.
34. If any part of these Terms is, or becomes, legally invalid or unenforceable, the remainder of these Terms subsist and remain enforceable.

Privacy

35. The Westpac Privacy Policy explains how Westpac collects, stores, protects and uses your personal information. The Westpac Privacy Policy is available at any Westpac branch or online at westpac.co.nz. We may use such personal information for any purpose associated with your use of the Get Paid Application.
36. Westpac may collect and use information about your device, systems and application software to facilitate the provision of software upgrades, product support and other services related to the Get Paid Application, including any of its features or tools.

37. We may use the Get Paid Application to send you push notifications about upgrades, maintenance, features, services or other information. You may opt out of receiving these notifications at any time by changing the settings on your device.

Contact us

38. These Terms are between you and Westpac only (and not your operating service provider). You can contact us at:

Merchant Services
Westpac New Zealand Limited
16 Takutai Square
Auckland
New Zealand

Phone: 0800 888 066

Email: merchant_assist@westpac.co.nz

www.westpac.co.nz