



# **Mastercard BusinessCard/ PurchasingCard**

## Conditions of Use

These are your Mastercard BusinessCard/ PurchasingCard account holder and cardholder conditions of use. Please read these Conditions of Use and then keep this document in a safe place.

# Contents

## **Account holder Conditions of Use**

- 02 Lost & stolen cards/PINs
- 02 Liabilities
- 04 Transaction disputes
- 06 Card transaction requirements
- 06 Card acceptance & limitations
- 06 Damaged or faulty cards
- 07 Adding a cardholder to your account
- 07 Changing credit limits
- 07 Cash advance access
- 07 Monthly account statements
- 08 Payments
- 08 Charges
- 09 Anti-money laundering and sanctions
- 10 Terms & conditions set by third parties
- 10 Account and card cancellation
- 10 Variation of Conditions of Use

## **Cardholder Conditions of Use**

- 11 Receiving and signing your card
- 11 Ownership of your card
- 11 Selecting your PIN
- 12 Cash advance facilities
- 12 Protecting your PIN, card and other payment instrument(s)
- 12 Lost & stolen cards/payment instruments/PINs
- 13 Card acceptance & limitations
- 13 Transaction restrictions
- 14 Card transaction requirements
- 14 Contactless transactions
- 20 Westpac PayTag
- 15 Anti-money Laundering
- 15 Terms & conditions set by third parties
- 15 Card cancellation
- 15 Variation of Conditions of Use

## **Supplementary cardholder Conditions of Use**

- 16 Mastercard Smartdata.gen2
- 16 The System

## **Definitions - Westpac Mastercard BusinessCard/PurchasingCard conditions of use**

- 18 Definitions

# Mastercard BusinessCard/ PurchasingCard

## Conditions of Use

This brochure sets out the conditions of use that apply to both you as the account holder and for the cardholder(s) on your account. As soon as you or a cardholder on your account signs or uses a Westpac MasterCard BusinessCard/PurchasingCard or any other payment instrument, you are deemed to have agreed to the conditions of use in this document.

### **Under our Conditions of Use you are required to:**

- keep your card, any other payment instrument and any Personal Identification Number (PIN) secure;
- agree that your card and any Westpac PayTag<sup>®</sup> issued to you is the property of Westpac; and
- sign your card as soon as you receive it.

If you have any enquiries about your Westpac Mastercard BusinessCard/PurchasingCard, you can call us – 24 hours a day, seven days a week – on **0800 888 111**. If you need to write to us, our address is Westpac, Private Bag 92503, Wellesley Street, Auckland.

**Please let us know immediately if you change your address.**

## Account holder Conditions of Use

As the company or organisation that applied for the Mastercard BusinessCard/PurchasingCard account and in whose name the account is conducted, you are the account holder. These account holder Conditions of Use apply to you as the account holder.

In addition to an account holder, each Mastercard BusinessCard/PurchasingCard account also has one or more cardholders. A cardholder is any person over 18 years of age to whom we issue, at your written request, a Westpac Mastercard BusinessCard/PurchasingCard. We will issue a card or other payment instrument, and a Personal Identification Number (PIN), to any person you nominate as a cardholder. The cardholder Conditions of Use are also included as part of the Mastercard BusinessCard/PurchasingCard Conditions of Use (and are set out after these account holder Conditions of Use), and you as the account holder are bound by both the account holder Conditions of Use and the cardholder Conditions of Use. You are liable if any cardholder fails to observe the cardholder Conditions of Use.

*Under our Conditions of Use, you are required to:*

- ensure that all cardholders, prior to receiving a card or other payment instrument, are instructed in writing that their card or other payment instrument is to be used for business purposes only; and
- agree that all cards or other payment instruments issued on your account and any devices or applications provided to you by Westpac to access your account are the property of Westpac.

## Lost & stolen cards/payment instruments/PINs

*You or a cardholder must notify us immediately if:*

- any card or other payment instrument on your account is lost or stolen;
- the PIN associated with any card or other payment instrument becomes known to anyone other than the cardholder; or
- a record of the PIN associated with any card or other payment instrument on your account is lost or stolen.

*If you are in New Zealand, please:*

- call us toll-free on **0800 888 111** 24 hours, seven days a week, or
- notify any Westpac branch during business hours.

*If you are outside New Zealand, please:*

- notify a bank which displays the Mastercard symbol; or
- notify us by calling +64-9-914 8026 if you cannot find a bank which displays the Mastercard symbol.

You or the cardholder will be required to provide information on how the loss occurred.

There may be a charge to your account if a replacement card or Westpac PayTag is required or if you wish to enable a new payment instrument to access your account.

## Liabilities

### Liability for losses which result from lost and stolen cards/payment instruments/ PINs

Once you or a cardholder have told us that a card or any other payment instrument has been lost or stolen, or a PIN disclosed, either in

New Zealand or overseas, you will not be held responsible for any unauthorised use of the card or other payment instrument after that time, unless those transactions are made by a cardholder to whom a card or other payment instrument was issued, or unless a cardholder has acted fraudulently or negligently.

*You or a cardholder will be deemed to have acted fraudulently or negligently if you or the cardholder have:*

- failed to reasonably safeguard their card or other payment instrument,
- kept a written record of their PIN on or with their card or other payment instrument,
- kept his or her PIN in a form that can be readily identified as a PIN,
- selected an unsuitable PIN,
- disclosed his or her PIN to anyone, whether family, the Police or those in apparent authority including bank staff, or allowed any such person to use his or her card or other payment instrument,
- unreasonably delayed notifying us that the card or other payment instrument has been lost or stolen, or that his or her PIN has been disclosed,
- failed to take all reasonable steps to prevent disclosure to any other person when keying in his or her PIN,
- acted fraudulently or negligently; or
- breached the MasterCard BusinessCard/PurchasingCard

*In the above instances, your maximum liability will be the lesser of:*

- the actual loss at the time of notification; or
- the maximum amount that you would have been entitled to withdraw from your account between the time your card or other payment instrument is lost or stolen or your PIN has been compromised and the time you notify us.

### **Liability for transactions charged to your account**

You are responsible for all credit extended by Westpac to any cardholder(s) on your account. You will be required to pay us the amounts on all:

- cash advance and sales vouchers signed or authorised by a cardholder;
- mail, telephone or Internet order transactions and recurring transactions authorised by a cardholder;
- EFT transactions carried out on your account by a cardholder; and
- any other transaction authorised by a cardholder and approved by us.

If a cardholder initiates a transaction by mail order, telephone order or via the Internet, the cardholder is giving authority to the Mastercard merchant to process an EFT transaction or issue a sales voucher for the purchase amount, which will be debited to your account. If a cardholder initiates recurring transactions (i.e. agrees with a Mastercard merchant that an amount will be debited against your account on a regular basis), then you are liable for meeting those transaction amounts even if you close your account.

In certain circumstances a cardholder's agreement with the merchant may authorise the debiting of your account with additional purchase amounts without the need for the cardholder's signature. Provided these amounts have been incurred under the terms of that agreement they may be charged to your account.

## **Liability for transactions on closed accounts or insufficient funds/ credit**

If an EFT terminal or a sales voucher processes a transaction on an account which has been closed or, if it is open and there are insufficient funds or available credit to permit the transaction, we will not be deemed in any way to have consented to that transaction and you will be liable for that transaction amount.

## **Westpac's liability**

Westpac will be responsible for any direct or reasonably foreseeable loss or damage caused by the failure of either a cardholder's card or any ATM (excluding any card or ATM which is obviously faulty, or in the case of an ATM which has been advised by notice or display as being faulty) to function properly. We will also be liable for any direct or reasonably foreseeable loss or damage which results from the fraudulent or negligent acts or omissions of our employees or agents.

## **Transaction disputes**

You are responsible for checking your statements to ensure their accuracy and advising us of any mistakes, even if you are not at the address to which you have requested us to send statements. If you use an expense management system, you must ensure that you check the transaction records that are made available through your expense management system.

In some situations, if you do not receive the goods or services you have ordered with your card or by use of your card number, or if you have not authorised a transaction, you may be able to get a credit for the transaction.

If you dispute any transaction recorded in your monthly statement, you must notify us in writing **within 30 days** of the statement period closing date, giving the following information:

- the relevant card number and the name on the card;
- the amount and nature of the disputed transaction, attaching (if available) a copy of the transaction record or sales voucher in support of your case;
- details of the EFT terminal (if any) at which the disputed transaction occurred;
- details of the website (if any) through which the disputed transaction was initiated;
- the date and approximate time (if known) on which the disputed transaction occurred; and
- details of any formal complaint lodged with the Police.

Once you have notified us of the disputed transaction we will investigate the matter and advise you of the outcome of the investigation within 30 days of receiving your complaint. Should the investigation not be completed within 30 days you will be advised of the likely delay and the reason for that delay. Failure to report the incorrect, invalid or unauthorised transaction **within 30 days** will mean we cannot reverse the transaction and you will be liable to pay for it.

Where it is established that an error did occur (whether it was the disputed transaction complained of, or not) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your account in respect of credit charges and other charges.

If, as a result of our investigation, we believe the charge or transaction should remain, we will write to you setting out our reasons.

If you have followed Westpac's internal complaints procedure and you are still not satisfied with the outcome of the investigation, you may refer the matter to the Banking Ombudsman.

In respect of disputes between merchants and cardholders, refer to the Card transaction requirements section below.

## **Transaction restrictions**

You may choose to place certain restrictions on the types of transactions that may be undertaken by the use of a card or other payment instrument. Such restrictions may relate to individual cards or other payment instruments or all the cards or other payment instruments 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 or other payment instrument;
- the country where the merchant, financial institution or electronic banking terminal is located;
- the number and/or value of transactions you may make in a predefined period (per day, per week, per month);
- the day of the week and/or the time of day that you make transactions; and
- whether you may undertake cash advances with the card or other payment instrument.

Other restrictions may be made available at our discretion. Any such restrictions will restrict the use of a card or other payment instrument when being used to access the relevant Mastercard BusinessCard/PurchasingCard facility only and will not apply to the extent a card or other payment instrument is used to access transactional or savings accounts.

You agree to notify each cardholder of any restrictions that apply to the use of the card or other payment instrument.

There may be instances where the restrictions placed on a card or other payment instrument 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 restrictions are ineffective, it may be possible for a cardholder to perform a transaction that would otherwise be restricted. 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.

In certain circumstances Westpac may provide you with a service that allows you to set your own restrictions through an online portal. See our website **westpac.co.nz** for the standard fees for this service.

## Card transaction requirements

- Use of a card or other payment instrument on your account constitutes an irrevocable order to Westpac and neither you nor a cardholder can stop payment of a transaction made using a card or other payment instrument on your account. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of the relevant credit card company (e.g. we cannot reverse a transaction where there is a dispute with a merchant about the quality of the goods and services). We will not be responsible for the goods and services supplied by any merchant, and any complaints you or a cardholder have with a merchant must be resolved by you.
- You must ensure that your account does not, without our prior written approval, exceed the account credit limit authorised in writing by us. If you fail to comply with this condition, then any amount in excess of your account credit limit is payable on demand. You will be liable for any transaction processed to your account which exceeds your account credit limit.
- If you wish to dispute a transaction on your statement you may do so. Please see the “Transaction disputes” section above.

## Card acceptance & limitations

Mastercard BusinessCard and Mastercard PurchasingCard are accepted by banks and merchants displaying the Mastercard symbol. However, we will not be held liable if any bank or merchant either refuses to accept the card or other payment instrument, does not follow proper authorisation procedures, or will not allow the card or other payment instrument to be used to purchase particular types of goods and services available from the bank or merchant.

The use of your card or other payment instrument may be subject to exchange controls or other government or legal requirements and in these circumstances Westpac may delay, defer, stop, charge back or refuse to process a transaction. See the Anti-money laundering and sanctions section below for further information.

Mastercard processes, and converts into New Zealand dollars, cash advances, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard. Transactions made in United States dollars are converted directly into New Zealand dollars.

Mastercard converts transactions made in any other foreign currency into United States dollars before converting them into New Zealand dollars.

A foreign currency fee will be charged by the bank on any such foreign currency transaction. See our website [westpac.co.nz](http://westpac.co.nz) for details of this foreign currency fee.

## Damaged or faulty cards

In the event that a card or Westpac PayTag on your account becomes damaged or faulty, we will issue you with a new card or Westpac PayTag when you or a cardholder return the damaged/faulty item to us. You or a cardholder must also advise us of how the damage or fault occurred. There may be a charge to your account if a replacement card or Westpac PayTag is required.



## **Adding a cardholder to your account**

To add a cardholder to your account, please complete a Mastercard BusinessCard/Mastercard PurchasingCard cardholder application form. The cardholder application form must be signed by your authorised signatory(ies) and the cardholder.

Each card or other payment instrument issued on your account is subject to the cardholder Conditions of Use, a copy of which is supplied to each cardholder at the same time the cardholder receives his or her card or other payment instrument.

The approved credit limit will be shown on the mailer containing the card or other payment instrument and in your monthly statement.

You may be asked at any time to provide information about any cardholder or any other person with access to, or authority over, your cards or your Mastercard BusinessCard/PurchasingCard facility (such as authorised signatories). This may include satisfactory proof of their identity and/or authority to act on your behalf. You agree to provide all such information to us which we reasonably require to manage our anti-money laundering, terrorism financing and economic and trade sanctions risk or to comply with any laws or regulations in New Zealand or any other country.

## **Changing credit limits**

To change the credit limit on your Mastercard BusinessCard or Mastercard PurchasingCard account, please complete a Mastercard BusinessCard/Mastercard PurchasingCard account holder information update form.

To change the credit limit on any card or other payment instrument on your account, please complete a Mastercard BusinessCard/Mastercard PurchasingCard cardholder information update form. If your request is approved, we will notify you and the cardholder concerned of the new limit and tell you the date from which it will take effect.

## **Cash advance access**

If not restricted by the account holder, we will enable cash advance access (both through an ATM or over the counter at a branch) for individual cardholders.

To enable or restrict cash advance access on any card or other payment instrument on your account, please complete a Mastercard BusinessCard/Mastercard PurchasingCard cardholder information update form.

## **Monthly Account Statements**

We will allocate you a monthly date for the issue of statements. We will send you a statement if, at that date any new transactions have been debited or credited to your account since the previous statement period.

*Your monthly statement will consist of:*

- a consolidated statement for the whole account; and

- unless you have asked us to suppress them, copies of the individual statements issued to the cardholders, which show and itemise all of their transactions for the statement period.

The consolidated statement will tell you the account's "closing balance", the "direct debit date", the "amount" that will be debited to your nominated funding account, the "account number" of the funding account that the direct debit will be debited to, and the "statement period".

## **Payments**

The monthly outstanding balance of your account is due in full on the date shown on your monthly consolidated statement. All payments must be made by direct debit (no other form of payment will be accepted). You must complete the necessary forms to authorise the direct debit facility from your nominated account.

### **Direct debits**

The direct debit payment amount is calculated by totalling those cardholders statements that have a debit balance. Statements that have a credit balance are not included.

### **Application of payments**

Unless otherwise advised as part of any promotional offer, any payments you make will be applied against the amount you owe in the following order:

1. All charges, either shown on the current statement or any previous statements, or charged since your current statement;
2. All interest, shown on the current statement or any previous statements;
3. All cash advances shown on the current statement or any previous statement;
4. All purchases shown on the current statement or any previous statements;
5. All cash advances made since the current statement;
6. All purchases made since the current statement.

### **Effective date of payment and availability of credit**

A payment to your account is considered to be made on the day that the payment is actually credited to your account. Payments will normally be credited to your account the day they are processed. However, if there are delays in crediting a payment to your account the payment will be back-dated to the date it was processed for the purpose of calculating interest.

## **Charges and interest**

Other charges that may be incurred and charged to your account are subject to change. Details of the standard charges applying to the Westpac Mastercard BusinessCard/PurchasingCard facility can be found on our website at [westpac.co.nz](http://westpac.co.nz). Charges include:

- applicable system implementation fees;
- annual account charges;

- cash advance charges;
- replacement card or Westpac PayTag charges (may apply to replacement of lost, stolen, damaged or faulty cards or Westpac PayTag);
- account over limit charges;
- courier/freight charges;
- voucher search charges;
- statement copy charges;
- transaction charges;
- late payment penalty charges;
- costs and expenses incurred by us in collecting cards, Westpac PayTags and/or payments; and
- Foreign currency fees, demand notice charges.

### **Interest rates**

The current interest rate is subject to change and is shown on each of your monthly statements.

When there is an interest rate or fee change, then these changes will be effective on the account the day following your next statement.

### **How is interest calculated?**

Interest which accrues on your account will be debited to your account at the end of the last day of your statement period.

### **When will interest be charged?**

#### ***Purchases***

- You will not be charged interest on purchases made in your current statement period (i.e. the statement period after your last statement was issued).

#### ***Cash advances***

- You will be charged interest on the daily balance of each cash advance, from the date you draw the cash until you pay that amount in full.

#### ***Unpaid interest***

- Any unpaid interest on your account will itself bear interest on its daily balance from the date it is charged to your account until it is paid in full.

For more details visit [westpac.co.nz](http://westpac.co.nz) or call us toll-free on **0800 888 111**.

## **Anti-money laundering and sanctions**

You agree to provide all information to Westpac that Westpac requires in order to manage its anti-money-laundering and countering terrorism financing obligations, to manage its economic and trade sanctions risks and to comply with any laws, rules or regulations in New Zealand or any other country. You agree that Westpac may refuse to establish a business relationship with you, may be required to delay, defer, stop, charge back or refuse to process any transaction, or may terminate its business relationship with you at any time and without notice, if you fail to provide this information to Westpac in the manner and timeframe specified by Westpac.

You agree that Westpac may delay, defer, stop, charge back or refuse to process any transaction without incurring any liability if Westpac knows or suspects that:

- the transaction will or may breach any laws or regulations in New Zealand or any other country; or
- the transaction involves any person (natural, corporate or governmental) that is itself sanctioned, or is connected, directly or indirectly, to any person (natural, corporate or governmental) that is sanctioned, under economic and trade sanctions imposed by any country.

Unless you have disclosed in writing to Westpac that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting solely on your own behalf in connection with the Mastercard BusinessCard/PurchasingCard facility.

For each transaction conducted through your Mastercard BusinessCard/PurchasingCard facility, you represent and warrant to Westpac that, to best of your knowledge, information and belief at the time the transaction takes place, the processing of that transaction will not breach any laws or regulations in New Zealand or any other country relevant to the transaction.

### **Terms & conditions set by third parties**

In addition to these Conditions of Use, the use of a card in an EFT terminal is subject to the conditions imposed from time to time by other financial institutions who are parties to any EFT system.

### **Account and card cancellation**

You may cancel your account, or any card or other payment instrument on your account, at any time. Please notify us immediately by telephone if you wish to cancel your account, any card or other payment instrument on your account, then complete a Mastercard BusinessCard/Mastercard PurchasingCard cancellation authority form. You must cut the cancelled card(s) or Westpac PayTag in half and return them with the cancellation authority. You will remain liable for any use of the cancelled card(s) or until the card(s) have been returned to Westpac.

Westpac may cancel your account, or any card or other payment instrument on your account, at any time without prior notice. If you are notified that your account or any card or other payment instrument on your account has been cancelled, you are required to cut the card(s) in half and return them to any Westpac branch. You will continue to be liable for the use of the cancelled card(s) until they have been returned to Westpac.

Proof of posting a letter to your last recorded address notifying you of the cancellation of your account or a card on your account will be proof of notification.

### **Variation of conditions of use**

We reserve the right to vary both the account holder Conditions of Use, and the cardholder Conditions of Use at any time. Notice of any such

changes will be given at least 14 days in advance in accordance with the Code of Banking Practice.

## **Cardholder Conditions of Use**

As a person who has been issued, at the written request of the account holder, a Westpac BusinessCard/PurchasingCard, you are the cardholder. These cardholder Conditions of Use apply to you.

In addition, the account holder is bound by the cardholder Conditions of Use and the account holder Conditions of Use (that are set out above).

As soon as you sign or use your Westpac Mastercard BusinessCard/PurchasingCard or any other payment instrument you are deemed to have agreed to the Conditions of Use in this document.

*Under our Conditions of Use you are required to:*

- keep your card or any other payment instrument and any Personal Identification Number (PIN) secure;
- agree that your card and any Westpac PayTag issued to you is the property of Westpac;
- sign your card as soon as you receive it; and
- agree that you will only use the card for legitimate business expenses incurred during your employment with the account holder.

## **Receiving and signing your card**

You must not use your card until you have signed it. You must not send your card overseas or have any other person send your card to you overseas. Please contact us to find out about sending a card overseas or receiving a card while you are overseas.

## **Ownership of your card**

Your card, card number and any applications or devices provided to you by Westpac are the property of Westpac. You must not copy or reproduce them and if Westpac tells you to return or destroy them then you must do so.

## **Selecting your PIN**

When you are issued with your card, you will need to call into a Westpac branch with your card in order to select a PIN. You must bring with you two other forms of identification (one of which must have your signature on it). If, after three (3) days of the issuance of your card, you do not select a PIN, one will be mailed to you. Your PIN enables you to use your card in electronic funds devices such as EFTPOS terminals and ATMs (if you have been authorised by the account holder to access cash).

If you choose to select your PIN, you should choose a number that you will be able to remember easily as you must memorise it. You must not choose unsuitable numbers such as birth dates, months or years, parts of your telephone number, parts of your card number or sequential or easily

identified numbers (eg. 2345 or 2222). You must also not use numbers from personal data such as your drivers licence or locker number or other numbers easily connected with you.

We recommend using different PIN numbers for different cards and equipment (e.g. security alarms, lockers, etc).

## **Cash advance facilities**

Cardholder access to cash advances will only be enabled upon written request from the account holder.

## **Protecting your card and other payment instrument(s) PIN**

*For your security, your PIN must not be:*

- written down, especially not on the card or other payment instrument;
- kept in any form with the card or other payment instrument;
- disclosed to any other person, including the account holder, family members or bank staff; or
- negligently or recklessly disclosed. You must ensure that no one can see you enter your PIN at EFTPOS terminals and ATMs.

You must exercise every possible care to ensure the safety of your card, any other payment instrument you used to access your account and to prevent disclosure of your PIN. You must not allow others to use your card, card number, PIN or other payment instrument. Always get your card back after using it. Do not leave your card in an unattended wallet, purse or vehicle or anywhere a thief could remove the card without being noticed (particularly in nightclubs, hotels or restaurants). If your card or any other payment instrument is lost or stolen together with your PIN, it can be used by others to make unauthorised transactions, which may result in a loss to you.

## **Lost & stolen cards/PINs**

*You must notify us and the account holder immediately if:*

- your card or other payment instrument is lost or stolen;
- your PIN becomes known to someone else; or
- a record of your PIN is lost or stolen.

*If you are in New Zealand, please:*

- call us on 0800 888 111; or
- notify any Westpac branch during business hours.

*If you are outside New Zealand, please:*

- notify a bank which displays the Mastercard symbol; or
- if you cannot find a bank which displays the Mastercard symbol, notify us by calling +64-9-914 8026.

You will be required to provide information on how the loss occurred. There may be a charge to your account if a replacement card or Westpac PayTag is required or if you wish to enable a new payment instrument to access the account.

## **Card acceptance & limitations**

Mastercard BusinessCard or Mastercard PurchasingCard is accepted by banks and merchants displaying the Mastercard symbol. However, we will not be held liable if any bank or merchant either refuses to accept the card or other payment instrument, or will not allow the card or other payment instrument to be used to purchase particular types of goods and services available from the bank or merchant.

The use of your card or other payment instrument may be subject to exchange controls or other government or legal requirements and in these circumstances Westpac may delay, defer, stop, charge back or refuse to process a transaction. See the Anti-money laundering and sanctions section of the account holder Conditions of Use for further information. Mastercard processes, and converts into New Zealand dollars, cash advances, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard. Transactions made in United States dollars are converted directly into New Zealand dollars. Mastercard converts transactions made in any other foreign currency into United States dollars before converting them into New Zealand dollars.

A foreign currency fee will be charged by the bank on any such foreign currency transaction. Details of this fee are available in our Transaction and Service Fee brochure which forms part of these conditions of use.

## **Transaction restrictions**

You may use cards or other payment instruments issued to you at any merchant including by mail, telephone or internet order or at any financial institution or electronic banking terminal, in New Zealand and in most overseas countries, displaying the Mastercard or Cirrus logos up to the approved credit limit for that card or other payment instruments.

However, the account holder may have the ability to restrict the types of transactions that you may undertake with the card or other payment instruments when accessing the account. The restrictions may limit any one or more of the following:

- the classes of merchants, financial institutions or electronic banking terminals that may accept the card or other payment instruments;
- the country where the merchant, financial institution or electronic banking terminal is located;
- the number and/or value of transactions you may make in a predefined period (per day, per week, per month);
- the day of the week and/or the time of day that you make transactions; and
- whether you may undertake cash advances with the card or other payment instruments.

Other restrictions may be made available at our discretion.

The account holder is required to notify you of the type of restrictions applicable to your card or other payment instruments.

You must not use the card or other payment instruments in any circumstances where it has been restricted.

## **Card transaction requirements**

Use of your card or other payment instrument constitutes an irrevocable order to Westpac and you cannot stop payment of a transaction once requested. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of the relevant credit card company, for example we cannot reverse a transaction where there is a dispute with the merchant about the quality of the goods or services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you or the account holder have with the merchant must be resolved by you.

You must ensure that you do not exceed the credit limit authorised in writing by us, without our prior written approval. If you fail to comply with this condition then any amount in excess of your credit limit is payable on demand.

If you wish to dispute a transaction on your statement you may do so. Please see the Transaction disputes section, in the account holder Conditions of Use.

## **Contactless transactions**

If your card or other payment instrument has contactless technology you may use your card to make Contactless transactions in New Zealand and overseas at a Contactless terminal. You will be able to find a Contactless terminal at any merchant or bank that displays your card symbol and the relevant contactless symbol.

You may be required to enter your PIN or sign to use your card or other payment instrument for Contactless transactions over certain minimum transaction limits.

For New Zealand, the minimum transaction limits can be found at [westpac.co.nz](http://westpac.co.nz). Different limits apply overseas and we have no control over these limits.

## **Westpac PayTag**

When Westpac PayTag is available, at the account holder's request, we may issue to you a Westpac PayTag on the MasterCard BusinessCard/Purchasing Card account. Use of a Westpac PayTag does not require a PIN or the signature of the card holder.

The account holder is liable for any transactions carried out on the MasterCard BusinessCard/Purchasing Card account using a Westpac PayTag by you. Westpac PayTag can only be used for Contactless transactions. Any limits that apply to Contactless transactions will also apply to the use of Westpac PayTag. Westpac PayTag is subject to the account holder Conditions of Use, these cardholder Conditions of Use as well as the Westpac PayTag Terms and Conditions, which can be found online at [westpac.co.nz](http://westpac.co.nz).



## **Anti-money Laundering**

You may be asked at any time to provide satisfactory proof of your identity. You agree to provide all information to us which we reasonably require to manage our anti-money laundering, terrorism financing or economic and trade sanctions risk or to comply with any laws or regulations in New Zealand or any other country. In certain circumstances Westpac may delay, defer, stop, charge back or refuse to process a transaction. See the Anti-money laundering and sanctions section of the account holder Conditions of Use for further information.

## **Terms & conditions set by third parties**

In addition to these Conditions of Use, the use of a card or other payment instrument in an EFT terminal is subject to the conditions imposed from time to time by other financial institutions who are parties to any EFT system.

## **Card cancellation**

Westpac may cancel your card or other payment instrument at any time without prior notice. If you are notified that your card or other payment instrument has been cancelled, you are required to return the card or other payment instrument to the account holder. You are liable both jointly and severally with the account holder for any transactions you make on the card or other payment instrument subsequent to being notified by us that your card or other payment instrument has been cancelled.

## **Variation of Conditions of Use**

We reserve the right to vary both the account holder Conditions of Use, and the cardholder Conditions of Use at any time. Notice of any such changes will be given at least 14 days in advance in accordance with the Code of Banking Practice

## **Mastercard smartdata.gen2**

### **Supplementary cardholder Conditions of Use**

The following Supplementary Conditions of Use apply where you have been designated by the account holder to use the smartdata.gen2 services ("Systems") provided by Mastercard International Incorporated ("Mastercard"). These Supplementary Conditions of Use shall be read in conjunction with the Cardholder Conditions of Use. In the event of any conflict between the Conditions of Use applicable to your card and the Supplementary Conditions of Use set out below, the latter shall prevail.

### **The System**

In order to be able to use the Systems you must undertake to comply with these Supplementary Conditions of Use in addition to the Cardholder Conditions of Use, and with the User Guides. You agree that Mastercard, and not Westpac, shall be responsible for the provision of the Systems. Your use of the Systems indicates your agreement to comply with these Supplementary Conditions of Use. You must also agree to comply with any conditions imposed from time to time by Mastercard, in relation to your use of the Systems.

### **Access to the Systems**

You will use the Systems only in accordance with these supplementary terms and conditions and in compliance with the System User Guides.

### **Ownership of the Systems**

You acknowledge that Mastercard owns and retains all right, title and interest in and to the Systems and any related programming language or code, including all copyrights, trade secrets and other intellectual property rights therein. You have no rights in them and you will not attempt to reproduce, copy or adapt them in any way.

### **Supply and use of information**

You agree to comply with these Supplementary Conditions of Use as well as the standard Conditions of Use for your card. You agree that we may use any personal information obtained about you for any purpose associated with the provision of the Systems. We may also disclose information to others if we have a duty to disclose such information by law.

You authorise us to supply to Mastercard any information that may be reasonably required to enable Mastercard to provide you with the Systems, and agree to provide any additional information required to enable that. Mastercard, and not Westpac, shall be responsible for the security and use of information supplied by us once it has left our system. You shall have the right to access and correct this information subject to the provisions of the Privacy Act 1993.

You may use data obtained through access to the Systems, only in accordance with these Supplementary Conditions of Use and the User Guides.

You agree that Mastercard may use data submitted to or derived from the Systems, in order to provide the Systems.

You will comply with all laws and regulations relating to use of a system of this kind and data entered into or derived from the Systems.

## **Security**

The account holder is required to issue you with appropriate user identifiers and initial passwords or other forms of authentication (collectively "Authenticators") for use by you to gain access to the Systems, as set out in the User Guides.

You will not disclose your Authenticators, or any other documentation associated with the Systems which has been provided pursuant to the User Guides, to anyone else.

You authorise Mastercard to act on any instructions it may receive from you, pursuant to any security protocols established by Mastercard.

You acknowledge that data on the Systems is received by Mastercard from third parties and Mastercard has no responsibility for the content or quality of that data prior to Mastercard's receipt of it.

The account holder and you must use all reasonable endeavours to ensure no viruses are introduced to the Systems by the account holder, you or any other cardholder.

## **Definitions - Westpac Mastercard BusinessCard/ PurchasingCard Conditions of Use**

Unless the context otherwise requires, the following definitions apply in these Mastercard BusinessCard/PurchasingCard Conditions of Use:

**account** – means the 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.

**ATM** – means any Automatic Teller Machine approved by us which enables amounts to be debited or credited electronically from or to the Westpac Mastercard BusinessCard/PurchasingCard account.

**card** – means the Westpac Mastercard BusinessCard/PurchasingCard issued to a cardholder.

**cardholder** – means any person to whom we issue, at the written request of the account holder, a Westpac Mastercard BusinessCard/  
PurchasingCard.

**Contactless terminal** – means an EFT terminal which can be used to make a Contactless transaction.

**Contactless transaction** – means a transaction made by holding a card or other payment instrument with contactless technology close to the card reader on a contactless terminal without having to insert or swipe it.

**EFT** – means Electronic Funds Transfer, which is the process by which funds are withdrawn electronically from your account. A cardholder authorises an Electronic Funds Transfer by using his or her card or other payment instrument with the associated PIN or signature at an EFT terminal.

**EFT terminal** – means the device for initiating EFT transactions and includes ATMs and EFTPOS terminals.

**EFTPOS terminal** – means an EFT terminal located at a merchant's point of sale.

**nominated account** – means the Westpac cheque or savings account for which you have authorised a direct debit facility for monthly settlement of your Mastercard BusinessCard/PurchasingCard account.

**NZ\$** – means New Zealand dollars.

**Payment instrument** – means any instrument or device (such as a card, mobile phone, computer or Westpac PayTag) that Westpac allows you to use to access your account.

**PIN** – means the Personal Identification Number issued to a cardholder which, when used in conjunction with a card or other PIN-enabled payment instrument in an EFT terminal approved by us, enables a cardholder to make EFT transactions.

**Systems** – means the electronic card management system and suite of services known as smartdata.gen2 (or such successor names as Mastercard may institute) provided by Mastercard, that is intended to provide account holders with additional information, in an electronic format, concerning transactions made using cards.

**unauthorised transaction** – means, a transaction by a cardholder which has been processed to the Mastercard BusinessCard/ Mastercard

PurchasingCard account of the accountholder but was not authorised in any way by the account holder and/or was outside the cardholder's authority to transact.

**Users Guides** – means the guides issued by Mastercard, which sets out how you may access and use the Systems, including such security protocols as Mastercard shall establish from time to time. All other terms used in the Supplementary Conditions of Use that are defined in the Mastercard BusinessCard/PurchasingCard Conditions of Use shall have the meaning defined in those Conditions of Use.

**Westpac, we, us or our** – means, when available, the Westpac PayTag sticker issued to you by Westpac that enables you to conduct Contactless transactions.

**Westpac PayTag** – means Westpac New Zealand Limited.

**Westpac PayTag Terms and Conditions** – means the then current terms and conditions relating to the use of Westpac PayTag.

**you or your** – means either (a) in the context of the account holder Conditions of Use, the account holder; or (b) in the context of the Cardholder Conditions of Use, the or the Mastercard smartdata.gen2 Supplementary Cardholder Conditions of Use, the customer.

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Name of Creditor  
Westpac New Zealand Limited  
16 Takutai Square  
PO Box 934  
AUCKLAND