Merchant Credit Card Facility Agreement

General terms and conditions
# Table of Contents

1. Documents forming part of this agreement 1  
2. Term 1  
3. Merchant services 1  
4. Your obligations 1  
5. Fees payable 5  
6. Association members 5  
7. Termination 5  
8. Termination fee 6  
9. Warranties 6  
10. Marks/advertising 6  
11. Indemnities 6  
12. Combination and set off 6  
13. Variations 6  
14. Westpac’s agents 7  
15. Notices 7  
16. Assignment 7  
17. Westpac’s discretions and powers 7  
18. GST 7  
19. Miscellaneous 7  
20. Governing law 7  
21. Definitions and Interpretation 7  

SCHEDULE I – Travel and Entertainment (T&E) Supplementary Schedule 10  
SCHEDULE II – Card Not Present Transactions Supplementary Schedule 12  
SCHEDULE III – Electronic Commerce Transactions and Internet Authentication Supplementary Schedule 13
1. Documents forming part of this agreement

1.1 Agreement: These terms and conditions, together with the following documents, form the agreement between you and Westpac in relation to the provision by Westpac of Card Scheme credit and debit card acceptance and (where applicable) web debit services (and ancillary authorisation and settlement services) and shall apply (in the event of any inconsistency) in the following order of precedence (the first listed having precedence in the event of any conflict over the second and so on): (a) any variation notified to you in writing by Westpac; (b) the Signature Section; (c) the Merchant Services; (d) the terms and conditions contained in any applicable Supplementary Schedule; (e) the terms and conditions of the EFTPOS Services Agreement (as listed in clause 1); (f) the Merchant Operating Guide.

1.2 Acknowledgement: You acknowledge that you have read and understood all of the terms and conditions in each of the documents listed above and that Westpac has recommended that you seek legal advice in relation to those documents.

1.3 Supplementary Schedules: The terms and conditions of a Supplementary Schedule will apply to you if you have selected the relevant transaction type to which that Supplementary Schedule applies on the Signature Section or Information Update and Westpac has accepted your application on those terms.

2. Term

2.1 Term: This Agreement will commence on the date that your Facility is established (as advised to you by Westpac by email or letter), and will continue for an initial term of thirty six months (“Initial Term”) and any Subsequent Term(s), unless it is terminated earlier in accordance with clause 7.

2.2 Application of Supplementary Schedule: If, at a later date, you wish to process transactions not selected by you on the Signature Section to which a Supplementary Schedule applies, you may make a request to process those transactions to Westpac. If Westpac accepts your request by advising you in writing, the terms of the relevant Supplementary Schedule will apply to you as if they were part of the Agreement from the date Westpac advised you in writing of its acceptance.

2.3 Automatic extension: At the end of the Initial Term this Agreement will automatically continue for further periods of thirty six months (each a ‘Subsequent Term’), until terminated in accordance with clause 7.

3. Merchant Services

3.1 Merchant Services: Subject to this Agreement, Westpac will provide you with the Merchant Services specified on the Signature Section.

3.2 Equipment and Stationery: Westpac may supply you with: (a) a Zip-Zap Machine; and (b) stationery on which you can complete Sales Vouchers and Credit Vouchers.

3.3 Title: Title to all Westpac Products remains with Westpac.

3.4 Settlement: Westpac has the following obligations to you: (a) to pay all such money, and do all such acts, which Westpac believes are reasonably necessary to ensure that an amount which is equal to the total dollar amount of a Valid Electronic Card Sales Transaction (as entered in the Terminal through which the Electronic Card Sales Transaction was facilitated) is credited to Your Account; (b) on receipt of a Valid Sales Voucher in respect of a Valid Manual Card Sales Transaction, pay all such money, and do all such acts, which Westpac believes are reasonably necessary to ensure that an amount which is equal to the total dollar amount shown on that Sales Voucher is credited to Your Account; and (c) following the end of each calendar month, Westpac will forward you a statement of all Card Sales Transactions which you have entered into during that month and of which Westpac has actual knowledge. However, Westpac will not be bound, or in any way prejudiced, by any error, mistake, omission or representation contained in any such statement.

3.5 Invalid transactions: Westpac is under no obligation to make a payment to any person, or to do any other act, in respect of a Card Sales Transaction which is not Valid.

4. Your obligations

4.1 Compliance: You must always comply with all documents forming part of this Agreement (as listed in clause 1).

4.2 General obligations: You must: (a) immediately notify Westpac of any change to your financial position which may affect your ability to perform your obligations under this Agreement; (b) allow Westpac’s employees, contractors or agents, or those of any Card Scheme, acting reasonably, to enter your premises during normal business hours to check your compliance with this Agreement or for the purposes of the relevant Card Scheme rules; (c) provide Westpac with all information and assistance it reasonably requires to perform its obligations and to deal with any queries in relation to the provision of the Merchant Services; (d) at all times have Your Account open. Unless Westpac agrees otherwise when you set up a Facility, Your Bank must be Westpac and Your Account must be held with Westpac; (e) give Westpac at least ten Business Days’ prior written notice of any proposed: (i) change in your legal or beneficial control, management, or ownership; (ii) change to your principal place of business and any new business address; (iii) change in your business name; (iv) substantial change in the type of goods and/or services you sell; or (v) change in your status as a member of an Association (if applicable); (f) at all times comply with the terms of the EFTPOS Services Agreement if you are a party to that agreement; (g) only process Card Sales Transactions in the course of carrying on the business that you have notified Westpac that you will carry on in the Signature Section or an Information Update and not to process Card Sales Transactions for any other type of business or for any other person; (h) comply with the published rules of the Card Schemes that apply to your business. The Card Scheme rules for Visa and MasterCard are available through their public websites; (i) comply with any other reasonable requirements notified to you by Westpac in relation to the use of your Facilities or the processing of Card Sales Transactions by your business; and (j) comply with any laws, rules or requirements in relation to Card Sales Transactions or this Agreement.

4.3 Obligations to Cardholders: You must: (a) accept any Card as selected in the Signature Section without discrimination; (b) if you add a Surcharge Fee to your normal prices when a Cardholder chooses to pay with a Card: (i) clearly display notices, signs or decals at your premises that comply with the requirements set out in clause 4.3(m); (ii) clearly display, to the Cardholder, as part of the Card Sales Transaction environment or process, that if they choose to pay with a Card there will be a Surcharge Fee imposed on the Card Sales Transaction, and give the Cardholder an opportunity to cancel the Card Sales Transaction prior to completion of the transaction; (iii) ensure the Surcharge Fee bears a reasonable relationship to your cost of accepting the Card and that the Cardholder is informed of the rate, amount or method of calculation of the surcharge at the time of purchase. If a surcharge is to be imposed it may be applied on a flat rate or ad valorem basis; (iv) include the Surcharge Fee as part of a total single Card Sales Transaction, and not collect it separately; (v) not describe the Surcharge Fee as, or inform the Cardholder that the Surcharge Fee is, imposed by the Card Scheme or by Westpac; (vi) be aware that you may apply a Surcharge Fee to any or all the branded cards of a Card Scheme; (c) ensure that the Transaction Receipt displays: - Merchant name; - Merchant city and country; - Transaction amount (or credit), indicated in transaction currency; - Surcharge Fee (or credit), indicated in transaction currency; - Total amount (or credit) indicated in transaction currency; - Transaction date (or credit) preparation date; - Account Number (Cardholder copy must have Truncated Account Number); - Space for Cardholder signature or PIN Verification notation (if Chip & Pin); - Authorisation Code; and - Transaction type (purchase or credit).
(d) not accept a Card Sales Transaction for giving a Cardholder cash except where the Card is being used as a debit card;
(e) perform all obligations to the Cardholder in connection with a sale before notifying Westpac of the Card Sales Transaction;
(f) not use Cardholder names, account numbers or other transaction information embossed, encoded or appearing in any other manner on the Card for any purpose other than for the sole purpose of assisting you with completing the Card Sales Transaction, or as specifically required by law;
(g) not sell, purchase, provide or exchange a Cardholder’s name or account number information obtained by reason of a Card Sales Transaction to any third party, other than:
(i) your Agents for the purpose of assisting you in completing the Card Sales Transaction;
(ii) Westpac;
(iii) the Card Issuer;
(iv) the Card Scheme; or
(v) as required by law;
and in each case in compliance with applicable law;
(h) maintain systems, records and media containing Cardholder Data or Card Sales Transaction information in a secure manner so as to prevent access by or disclosure to anyone other than as permitted by clause 4.3(g) and ensure that any information accessible from the internet is protected by a firewall and any electronic data is held in encrypted form;
(i) retain a copy of the Transaction Record for each Card Sales Transaction for not less than eighteen months from the date the transaction (or last transaction in the case of Recurring Transactions, Instalment Transactions or Delayed Delivery Transactions) was processed;
(j) provide to Westpac upon request copies of the Transaction Records and (if applicable) any written permission required to be obtained by you;
(k) ensure that if you discard or destroy any Cardholder Information or records, or any Transaction Records (including Sales Vouchers) after the time period for retaining such information has expired, it is done in a secure manner so as to prevent disclosure to anyone other than as permitted by clause 4.3(g);
(l) not:
(i) make any representation in relation to the goods and/or services provided by you that would bind Westpac or a Card Scheme;
(ii) indicate or imply that Westpac or a Card Scheme endorses or sponsors any of your goods and/or services;
(iii) make any warranty or representation on Westpac’s behalf without Westpac’s consent; or
(iv) refer to Westpac or a Card Scheme in stating eligibility to purchase the goods and/or services provided by you;
(m) prominently disclose to the Cardholder:
(i) your identity (at all points of interaction with the Cardholder);
(ii) your full responsibility for the Card Sales Transaction, the products and/or services, the terms and conditions of sale, customer service and resolution of disputes in relation to that Card Sales Transaction; and
(iii) if you intend to impose a Surcharge Fee when a Cardholder chooses to pay with a Card you must display notices, signs or decals at your physical premises, as well as a notice next to your point of sale, in a minimum of Arial 10 point font, disclosing that you will apply a Surcharge Fee when payment is made by Card. If you do not have a physical point of sale, you must prominently communicate in a e-commerce transaction or telephone order that a Surcharge Fee will be assessed when payment is made by Card;
(n) attempt to resolve any dispute with a Cardholder directly without the involvement of Westpac. Westpac is not a party to any agreement made between you and a Cardholder and should be viewed as a payment processing provider only; and
(o) Nothing in this Agreement prevents you from steering Cardholders to other forms of payment by offering discounts, promotions or financial incentives to encourage Cardholders to use other forms of payment (including as between Card Schemes’ Cards and EFTPOS, or Cards from different Card Schemes, or different types of a particular Card Scheme’s Cards).

4.4 Obligations when accepting Cards: Subject to the specific requirements for

Utilities Credit Card Transactions below, you must:

(a) not process a Card Sales Transaction (other than mail, telephone or E-Commerce Transaction or Contactless Transactions with the local country limit* or less) unless the Cardholder’s identity is verified as follows:

(i) the correct entry of the Cardholder’s PIN into the Terminal, followed by the verification of the PIN with an “ACCEPTED” response displayed on the Terminal; or
(ii) verification of the Cardholder’s signature, whereby you must take all reasonable steps to ensure that the signature on the Transaction Receipt or Transaction Record is not forged or unauthorised and that it corresponds with the signature on the card.

(b) not process a UPI Credit Card Transaction (other than mail, telephone or E-Commerce Transaction or Contactless Transactions with the local country limit* or less) unless the Cardholder’s identity is verified as follows:

(i) by the correct entry of the Cardholder’s PIN into the Terminal, followed by the verification of the PIN with an ‘ACCEPTED’ response displayed on the Terminal unless where PIN bypass has been performed, and
(ii) by the Cardholder’s signature, whereby you must take all reasonable steps to ensure that the signature on the Transaction Receipt or Transaction Record is not forged or unauthorised and that it corresponds with the signature on the card.

(c) not process a UPI Debit Card Transaction (other than E-Commerce Transactions) unless the Cardholder’s identity is verified by the correct entry of the Cardholder’s PIN into the Terminal, followed by the verification of the PIN with an “ACCEPTED” response displayed on the Terminal.

(d) obtain a prior Authorisation for a transaction if you are required to under the provisions of the Merchant Operating Guide;

(e) not avoid the need for an Authorisation by accepting payment for goods or services via two or more Card Sale Transactions or allowing the Cardholder to purchase items separately;

(f) not set a minimum or maximum amount for a Card Sale Transaction,

(g) not ask a Cardholder to reveal their PIN or any other secret identifier not supplied by you;

(h) follow the sales procedures set out in the Merchant Operating Guide;

(i) not use your personal or business credit cards to fund your nominated settlement account; and

(j) unless the Card is a debit card:

(i) not charge any amount, or allow any amount to be charged, to a Card in exchange for advancing cash to the Cardholder; and

(ii) not increase the amount for which a Sales Voucher or a Transaction Record is generated in exchange for advancing cash to a Cardholder; and

(k) not use a UPI Card to complete either an EOV or Manual Card Sales Transaction.

4.5 Manual authorisation of your customer’s purchases:

(a) You must obtain Authorisation for a Manual Card Sales Transaction if:

(i) the Manual Card Sales Transaction is in excess of the Authorised Floor Limit;

(ii) the relevant Cardholder does not present the relevant Card to you;

(iii) the signature panel on the relevant Card is blank;

(iv) a Sales Voucher cannot be imprinted with the relevant Card;

(v) you are suspicious of the Manual Card Sales Transaction and/or the relevant Cardholder;

(vi) the account number of the relevant Card is listed on a restricted card list issued by a Card Scheme, or

(vii) in any other circumstances which Westpac advises you.

(b) You must not accept payment for goods or services via two or more Card Sales Transactions so as to avoid obtaining an Authorisation.

(c) If you are required to obtain an Authorisation for a Manual Card Sales Transaction, you must use your best efforts, by reasonable and peaceful means, to retain the relevant Card while you try to obtain the Authorisation.

(d) You must not complete a Manual Card Sales Transaction:

(i) if the day the Card Sales Transaction is made is outside the expiry date embossed on the Card;

(ii) if the Card has been broken into two or more pieces;

(iii) unless you have been approved by Westpac to process such Manual Card Sales Transactions or you are doing so because your Terminal is temporarily unable to process Transactions electronically; or

(iv) using a UPI Card.

4.6 Card Sales Transactions not to provide refinancing: You must not complete a Card Sales Transaction in order to receive payment for an existing financial obligation which a Cardholder has to you, or in order to assist a Cardholder in refinancing his or her debts. For example, you cannot complete a Card Sales Transaction in substitution for a personal cheque which was given to you by a Cardholder and dishonoured.

4.7 Obligations with respect to Terminal Equipment and Westpac Products:

You must:

(a) only use Terminal Equipment in accordance with clause 4.7(f) or Westpac Products when completing a card present Card Sales Transaction;

(b) keep all Terminal Equipment and Westpac Products at your place of business and safe from interference, damage, loss or theft;

(c) not sell, hire, part with possession or otherwise deal with any Westpac Products unless expressly permitted by Westpac;

(d) immediately notify Westpac if any Westpac Products become damaged, tampered with (or if you believe it may have been tampered with), lost or stolen;

(e) pay to Westpac any amount it requests for repairing or replacing any Westpac Products, including as a result of any failure to return Westpac Products following termination of this Agreement;
4.8 Obligations for securing Cardholder Information: If your business or any Agent operating on your behalf, stores, processes, transmits or has access to Cardholder information, you must ensure that it is maintained in a secure manner with access restricted to authorised personnel, and you must also ensure that you, your business and your Agents fully comply with the Payment Card Industry Standards, including, without limitation, Payment Card Industry Data Security Standard (“PCI DSS”). For details of PCI DSS contact Westpac at PCI DSS, Support@westpac.co.nz or visit the PCI website at www.pcisecuritystandards.org.

4.9 Obligations in the event of a Data Breach: You must:

(a) prepare and maintain an Incident Response Plan for immediate reporting and handling of any exposure of Cardholder Data at your site; and

(b) if you know of or suspect an actual or potential Data Breach arising in your business or that of any Agent:

(i) report the Data Breach immediately to Westpac;

(ii) take appropriate action, including withdrawal of internet shopping facilities if appropriate, to minimise the risk of further damage to Cardholder Information, until such time as investigation and rectification of the Data Breach is completed;

(iii) implement and follow the Incident Response Plan;

(iv) maintain a rigorous audit trail of all actions taken to isolate and rectify the event;

(v) assist Westpac to the best of your abilities including providing detailed statements and schedules of Card accounts exposed by the Data Breach;

(vi) allow Westpac’s employees, contractors or agents, or those of any Card Scheme, acting reasonably, full access to your systems and databases for the purpose of Forensic Review and Analysis, which may require physical site access and access to all storage and transmission systems, to ascertain the cause and impact of the exposure;

(vii) if you use the services of an Agent, allow Westpac’s employees, contractors or agents, or those of any Card Scheme, acting reasonably, full access to necessary outsourced components such as databases, web hosting systems etc. which may be required to complete the Forensic Review and Analysis; and

(viii) in order to be allowed to continue processing Card Sales Transactions, you will have to undergo a full PCI DSS accreditation.

4.10 Liability for PCI DSS: You are liable for, and indemnify Westpac against, all costs, charges and/or fines imposed by the Card Schemes including but not restricted to:

(a) loss (including, without limitation, any fines or other penalties imposed on Westpac by the Card Schemes); and

(b) the costs of Westpac’s internal and external resources (including, without limitation, all costs incurred in relation to Forensic Review and Analysis, levied by the Card Schemes for monitoring and/or reissue of any cards compromised by the Data Breach, or for corrective action to address the cause of the Data Breach and for re-certification with PCI DSS) and the costs of any disclosures required, in each case, suffered or incurred by Westpac during, or following the termination of, this Agreement and that arises as a result of a Data Breach or a failure by you to comply with your obligations under clause 4.8, 4.9 or 4.10.

4.11 Liability for Chargebacks: You will at all times be liable for the full amount of any Chargebacks validly (as determined by the relevant Card Scheme rules) claimed by a Cardholder.

4.12 Liability and Authorisation: You are liable for and, without limiting that liability, irrevocably and unconditionally authorise Westpac (and your Bank, in the event Your Bank is not Westpac) to debit Your Account with the following at any time:

(a) the total dollar amount of any Credit Voucher generated by you;

(b) any amount credited to Your Account in error, or as a result of any error, mistake or omission;

(c) any amount credited to Your Account in respect of a Card Sales Transaction:

(i) which is not valid;

(ii) in respect of which the Cardholder or Westpac disputes liability for any reason; or

(iii) in respect of which the Cardholder asserts a claim for set-off, or a counterclaim, against Westpac for any reason;

(d) any fee, cost, charge, liability, or expense or other amount that becomes payable by you to Westpac (including any MSF, penalty fee, Chargeback, fine imposed by a Card Scheme relating to any act or omission by you and any amount payable by you under clauses 4.10, 4.11, 5 and 7.2);

(e) any stamp duty, postage cost, commission, charge, fee, liability, expense or other amount incurred by Westpac in connection with the Agreement; and

(f) any other amount you owe to Westpac.

4.13 Posting Sales/Credit Vouchers: Within three Business Days after you generate a Valid Sales Voucher and/or a Credit Voucher, you shall post it to Westpac by prepaid post to the address most recently nominated by Westpac for this purpose.

4.14 Direct Debit Authority: Without prejudice to the authority in clause 4.12, Westpac may require you to provide to Westpac a direct debit authority in a form required by Westpac. Notwithstanding the terms and conditions of any such authority, it may only be terminated or revoked if this Agreement is terminated in accordance with its terms and all amounts actually or contingently owing to Westpac by you have been satisfied.

4.15 Returns: You must establish a policy for the exchange or return of goods which are sold by you in the course of your business and make customers fully aware of the terms and conditions of that policy.

4.16 Refunds: For any refund:

(a) you may only give a Cardholder a refund if you have seen a valid proof of purchase;

(b) refunds may only be done by exchanging goods and/or services or by completing a Credit Voucher;

(c) in no circumstances may you give out cash as a refund or exceed the original transaction value; and

(d) you must use the same Card number, and effect the refund via the same Facility, as were used in the original Card Sales Transaction.

4.17 Single Card Sales Transaction: For all Card Sales Transactions you must include the total amount of goods and services purchased at the same time on a single Transaction Record. A Card Sales Transaction must not be divided or split by using two or more Transaction Records unless you have been approved by Westpac to process Instalment Transactions or Delayed Delivery Transactions and are processing the transaction as an Instalment Transaction or Delayed Delivery Transaction in accordance with this Agreement.

4.18 Provision of receipts: For all Card Sales Transactions, unless notified otherwise by Westpac, you must provide a complete copy of the Transaction Record to the Cardholder at the time the purchased goods are delivered or services are performed or mail a copy to the Customer within three Business Days of the Card Sales Transaction date.

4.19 Delivery of Transaction Records: For all Card Sales Transactions you must not return the full Card account number to the Cardholder either online or on the Transaction Record other than for an EOV Transaction.

4.20 Access to your records: You must:

(a) allow Westpac to inspect and examine your books of account and records (including, for the avoidance of doubt, any records in respect of Card Sales Transactions and Credit Vouchers); and

(b) provide Westpac with any other information which Westpac may reasonably request, including (but not restricted to) your audited financial statements.

4.21 Access to your Agent’s records: You must ensure your Agent:

(a) allows Westpac to inspect and examine your Agent’s books of account and records (including, for the avoidance of doubt, any records in respect of Card Sales Transactions and Credit Vouchers); and

(b) provides Westpac with any other information which Westpac may reasonably request in relation to Card Sales Transactions; and

(c) upon reasonable notice being given, allows Westpac’s employees, contractors or agents, or those of any Card Scheme, acting reasonably, to enter your Agent’s premises during normal business hours to (A) check your compliance with this Agreement, (B) for the purposes of the relevant Card Scheme rules and/or (C) check compliance by your Agent with PCI DSS.

4.22 Collection of information: You authorise Westpac to create and maintain records in respect of you and your business and to collect information about you from any person or entity whom Westpac deems appropriate, including:

(a) any credit reporting agency or credit rating agency; and

(b) Your Bank;

(c) a Cardholder;

(d) your employees, Agents or advisers; and
(e) any person or entity that Westpac believes can verify, or validly comment on, your creditworthiness or any statement or representation which you have made to Westpac, and you authorise each such person or entity to make available to Westpac all information requested by Westpac.

4.23 Disclosure by Westpac: You authorise Westpac to disclose any relevant information about you held by Westpac to any person Westpac appoints to exercise any of its rights or to undertake any of its obligations in relation to this Agreement, and any other person or entity that Westpac deems appropriate in relation to the provision of the Merchant Services, including:
(a) any Card Scheme;
(b) Your Bank;
(c) a Cardholder;
(d) any provider of Terminals or a Payment Gateway used by you;
(e) other financial intermediaries or finance companies;
(f) credit rating and/or reporting agencies;
(g) any person that Westpac appoints to collect any outstanding amounts owed to it;
(h) any person that Westpac may appoint to monitor or investigate Card Scheme compliance;
(i) any government or governmental agency; and/or
(j) any other bank where such disclosure is for the purpose of protecting the banking industry in relation to excessive Chargebacks or high incidence of fraud at your Merchant establishment or for the benefit of the banking industry generally.

4.24 Use of information about you: You authorise Westpac (and any of its related companies or agents) to use any information that Westpac holds about you for any purpose connected with or related to this Agreement, including providing services or enforcing rights or obligations under this Agreement, making available to you the full range of financial services that Westpac provides, performing credit checks on you and disclosing appropriate details to enable market research to be conducted.

4.25 Prepayments: If your business accepts Prepayments (for instance, if you fall within a Prepayment Merchant Category) you will remain fully liable for any amounts that may be claimed by a holder of a Card. If you process Prepayment Card Sales Transactions, the following will apply:
(a) you must notify Westpac that you are a Prepayment Merchant on your Signature Section or an Information Update;
(b) you will be requested to provide Westpac with regular financial data information as stated in clause 4.20 to keep Westpac informed of your financial viability. Information to be provided would include but will not be limited to:
(i) cash flow statements clearly segmenting Prepayment Card Sales Transactions to assist with Prepayment exposure assessment and monitoring. Statements will identify an appropriate running account balance of Prepayment Card Sales Transactions, including actual results for the quarter just ended and projections on a twelve month rolling basis;
(ii) financial reports as and when issued (e.g. annual, biannual, quarterly) including independent audit certification (where they are obtained) confirming the accuracy of Prepayment Card Sales Transactions cash flow statements you have provided periodically;
(iii) liquidity reporting;
(iv) net worth reporting;
(v) an estimate or actual transaction totals booked on a prepaid basis, and
(vi) changes to your point of sale procedures for Authorisation, refund policy and transaction flow;
(c) you may be required by Westpac to provide security or arrange for a guarantee to be given by an appropriate person for the Prepayment risk that exists for your business. If security or a guarantee is required, you will be required to sign additional documentation for that security;
(d) you must inform Westpac immediately if:
(i) your business is experiencing difficulties honouring goods or services commitments to your customers; or
(ii) your business experiences a significant increase or decrease in the level of Prepayment Card Sales Transactions; and
(e) your merchant Facility will be subjected to regular reviews by Westpac.

4.26 Sales Vouchers to be for total amounts
(a) Each Sales Voucher must record the total amount payable to you for each good and/or service covered by the Sales Voucher, except:
(i) if the balance of the amount payable to you for a good or service is paid to you, either in cash or by a cheque which is not post-dated, at the time the Sales Voucher is completed, or
(ii) if:
   i. the good is to be delivered, or service is to be performed, at a later date; ii. the Sales Voucher is payment of a deposit in respect of the good or service;
   iii. A second Sales Voucher is completed for the balance of the amount payable to you at the time the good is delivered or service is performed,

Validity of Sales Vouchers
(a) A Sales Voucher is not valid if:
(i) the sale it records is illegal;
(ii) the signature on the Sales Voucher is forged or unauthorised;
(iii) the particulars inserted in the original Sales Voucher do not match the particulars inserted in the copy of the Sales Voucher given to the Cardholder;
(iv) it was generated in respect of a Card Sales Transaction which required Authorisation and you did not obtain Authorisation;
(v) the Sales Voucher is for an amount which is greater than the total amount which you would charge for the sale of all goods and/or services to which the Sales Voucher relates if payment for those goods and/or services was not made via a Card Sales Transaction, or the price which you have charged a Cardholder for any good and/or service which is included in the Sales Voucher is in excess of your normal price for that good and/or service;
(vi) the amount of all Manual Card Sales Transaction/s conducted by you, in respect of the relevant Cardholder, at the time the Sales Voucher was generated, is more than the Authorised Floor Limit, and you have not obtained an Authorisation;
(vii) the Sales Voucher is incomplete or illegible;
(viii) the Cardholder asserts that the generation of the Sales Voucher was unauthorised;
(ix) the relevant Manual Card Sales Transaction represents the collection or refinancing of an existing obligation owed by the Cardholder to you, including (without limitation) the collection of a dishonoured cheque; or
(x) you did not actually supply the goods or services to which the Sales Voucher relates.
(b) A Sales Voucher must include:
(i) the amount and currency of the Card Sales Transaction;
(ii) the date and time of the Card Sales Transaction;
(iii) a description of the goods and/or services sold by the Card Sales Transaction;
(iv) details of the Card number and expiry date;
(v) the Cardholder identification details;
(vi) your identification details; and
(vii) the authorisation number (if an Authorisation is required).

Valid Electronic Card Sales Transactions
(a) An Electronic Card Sales Transaction is not valid if:
(i) the sale it records is illegal;
(ii) it is not compliant or otherwise in breach of this Agreement;
(b) An Electronic Card Sales Transaction will only be valid if:
(i) you have verified the identity of the relevant Cardholder by:
   i. ensuring that the Cardholder enters a PIN into the Terminal; or
   ii. comparing the signature on the Transaction Record to the signature on the Card to ensure that they are the same;
(ii) the Terminal has finished printing details of the:
   i. amount of the sale;
   ii. date of the sale;
   iii. time of the sale;
   iv. terminal receipt number, on the Transaction Record; and
(iii) the Terminal has confirmed that the Electronic Card Sales Transaction has been accepted, through the display of the word ‘ACCEPTED’ on the Terminal.
(c) Where your Terminal is not correctly operating, or in any other circumstances stipulated by Westpac from time to time, you may accept payment for goods and/or services by completing a Manual Sales Voucher.

Written permission for Recurring Transactions: For Recurring Transactions the Cardholder’s written permission must be obtained in a format such as email,
other electronic record, or in paper form prior to the commencement of the first Recurring Transaction, and must be retained by you for not less than eighteen months after the last transaction with the relevant Cardholder and provided to Westpac upon request. Card payment details must not be accepted or transmitted via email.

4.30 **Card Scheme rules:** The Card Schemes occasionally monitor the use of their cards for compliance with their Card Scheme rules and may investigate any transaction that they consider is, or may be, in breach of the relevant rules. You consent (and you shall procure your Agent to consent) to participate fully with any investigation concerning your business concerning your compliance with the Card Scheme rules and to provide any such further information as a Card Scheme or Westpac may reasonably request in connection with such an investigation.

4.31 **Invalid Card Scheme transactions:** You acknowledge that certain types of Card Sales Transactions may be prohibited by the rules of a relevant Card Scheme (whether due to the nature or value of transaction) and you must not seek to process such transactions. Westpac will not process any Card Sales Transaction that it determines are prohibited by the rules of a relevant Card Scheme.

5. **Fees payable**

5.1 **Rate:** The Rate that will be used to calculate the MSF payable by you will initially be that rate specified in the Signature Section. This Rate will be calculated on the basis of a Blended MSF or Unbundled MSF option as otherwise indicated in the Signature Section. Westpac may change the Rate and/or the basis on which the Rate is calculated at any time (and from time to time) by giving you written notice.

5.2 **MSF Fee:** In consideration for providing the Merchant Services, you must pay Westpac the MSF each month as calculated in accordance with clauses 5.3 and 5.4. The MSF is payable on the fifteenth day of each calendar month (or, if that day is not a Business Day, on the next Business Day). Without limiting your liability to pay the MSF, Westpac will automatically direct debit the MSF from Your Account in the manner contemplated by clause 4.2(d).

5.3 **Calculation of MSF:** Subject to clause 5.4, unless otherwise agreed between the parties, the MSF is calculated as follows:

(a) the MSF for each transaction type payable for each month is equal to the Rate (or, if clause 6.1 applies, the Preferential Rate) for that transaction type multiplied by the Sales Amount for that transaction type, where: “Sales Amount” equals the total value of all Card Sales Transactions for the particular transaction type which were completed by you during the previous calendar month minus the total value of all Credit Vouchers for the particular transaction type delivered to Westpac by, or in respect of, you during the previous calendar month; and

(b) subject to clause 5.4, the total MSF payable for each month is equal to the sum of each MSF for each transaction type calculated in clause 5.3(a).

5.4 **Minimum Monthly MSF:** If any individual MSF calculated under clause 5.3(a) is less than the Minimum Monthly MSF, the MSF will be deemed to be the applicable Minimum Monthly MSF.

5.5 **Default interest:** You must pay interest at the Indicator Lending Rate plus 4% per annum (calculated on a daily basis) on any amount payable to Westpac under this Agreement which is overdue from the date the payment is due until the date the payment is received in full by Westpac, unless, in Westpac’s discretion, Westpac by notice in writing for each occasion waives its right to receive interest under this clause.

5.6 **Rate changes:** Without limiting section 5.1, Westpac may also, at its discretion, either change your Rate and/or set up a separate Facility (segment) through which you will be required to process certain Transaction(s) in the following circumstances:

(a) if Westpac determines that the nature, volume or size of your Transactions differs from the information you provided to Westpac when you applied for a Facility;

(b) if you change a processing method or Gateway Provider from the processing method or Gateway Provider selected by you in the Signature Section;

(c) if you have selected EFTPOS as your processing method in the Signature Section and the percentage of PAN Entry and/or MOTO Transactions processed by you exceeds 5 per cent. of the total number of EFTPOS Transactions that you process in any three month period;

(d) if you have selected Internet/E-Commerce as your processing method in the Signature Section and the percentage of Manual Transactions and/or MOTO Transactions processed by you exceeds 5 per cent. of the total number of Internet/E-Commerce Transactions that you process in any three month period;

(e) if you have selected Internet/E-Commerce Recurring as your processing method in the Signature Section and the percentage of non-Recurring Transactions processed by you exceeds 5 per cent. of the total number of Internet/E-Commerce Transactions that you process in any three month period.

6. **Association members**

6.1 **Preferential Rate for Association members:** If, following receipt of written notice that includes your Association number (which can be satisfied by indicating Association membership in the Signature Section), Westpac is satisfied that you are a member of an Association and meet any conditions that may apply, then, subject to clauses 5.1, 6.2 and 6.3, from the date of receipt of such notice the Rate will be equal to the Preferential Rate which recognises your membership in that Association, as determined by Westpac in its discretion. Westpac may, at any time, require you to provide evidence that you are an Association member and meet any necessary conditions.

6.2 **Ceasing to be an Association member:** You must immediately notify Westpac if you cease to be an Association member. If, in Westpac’s opinion you cease at any time to be a member of that Association (whether you notify Westpac or not), the Rate may be increased by notice to you by an amount which Westpac, in its discretion, considers appropriate and that increase will not be an increase for the purposes of clause 7.4 and will take effect from the date on which Westpac, in its discretion, determines that you ceased to be a member of that Association (“Effective Date”). If the Effective Date precedes the date on which Westpac was notified that you had ceased to be a member of that Association, you will be liable to Westpac for, and shall immediately pay to Westpac, an amount which is equal to the difference between (a) the total amount of all MSFs paid by you on and after the Effective Date calculated at the Preferential Rate, and (b) the total amount of all MSFs which would have been payable by you on or after the Effective Date calculated using the increased Rate.

6.3 **Liability to Association members:** You must monitor your account statements and immediately notify Westpac if you consider that Westpac has failed to correctly apply a Preferential Rate. Westpac will promptly investigate any such notification and, if it considers that the Preferential Rate has not been correctly applied, Westpac will correct the error and reimburse you for the difference between the Rate paid by you and the relevant Preferential Rate that should have been charged and paid by you for a failure to apply the Preferential Rate will be limited to the difference between the Rate charged and paid by you and the Preferential Rate that should have applied for three calendar months prior to the date that you notified Westpac.

7. **Termination**

7.1 **Westpac’s rights:** Westpac may terminate or suspend this Agreement, or any part of it and/or the EFTPOS Services Agreement if you are a party to that agreement, at any time by notice to you, with or without cause, including, without limiting Westpac’s right of termination under this clause, if:

(a) you breach any term of the Agreement;

(b) you become or are deemed to become insolvent, bankrupt or unable to pay your debts in the ordinary course of business, go into liquidation, have a receiver or statutory manager appointed in respect of you or any material part of your assets, or make any assignment to, or enter into an arrangement for the benefit of, your creditors;

(c) there is a change in your ownership or control; or

(d) you or your actions are the subject to any investigation commenced by a Card Scheme (which may include, without limitation, any investigation concerning your compliance with applicable laws or PCI DSS).

7.2 **Your termination rights:** You may, with or without cause, terminate either:

(a) the whole Agreement; or

(b) the application of a Supplementary Schedule, either:

(c) during the Initial Term provided that you have:

(i) provided a fully completed closure form (in the form provided by Westpac) to the Westpac Merchant Services team at least thirty days prior to your proposed termination date. The closure form must be sent to the Merchant Services team via email to merchant_assist@westpac.co.nz fax to 09 336 5810 or post to P.O. Box 934, Shortland St, Auckland, 1140, Attention Merchant Assist, and

(ii) paid any amounts due to Westpac under clause 8, or

(d) at the end of the Initial Term or during any Subsequent Term provided that you have clearly communicated to the Westpac Merchant Services team (through one of the channels set out in clause 7.2(c) or to a member of the team by phone on 0800 888 066) that you intend to terminate the Agreement at least thirty days prior to your proposed termination date, and, in either case, unless the parties agree otherwise, termination will take effect at the end of such thirty day period.

7.3 **Deemed termination:** You will be deemed to have terminated this Agreement if:

(a) commence processing any Card Sales Transaction with another supplier and cease processing with Westpac;

(b) cease to process one or more of the Cards chosen on the Signature Section, or a type of Card Sales Transaction specified on the Signature Section, unless consented to by Westpac;
commence processing a type of Card Sales Transaction not listed on the Signature Section without prior consent from Westpac; or
(d) process such volume of transactions (including electronic or manual transactions) under this Agreement or take any other actions which, in Westpac’s opinion, indicate that you intend to terminate this Agreement (in whole or part) or intend to commence processing with another supplier.

7.4 Right to terminate on change of Rate: If Westpac increases the Rate or changes the method for calculating the rate in accordance with clause 5.1, you object to that increase in writing to Westpac and:
(a) such change is not due to you failing to achieve the agreed average transaction size (as specified on the Signature Section initially); or
(b) such change is not due to you ceasing to be an Association member pursuant to clause 6.2; or
(c) such change is not due to you changing Your Bank to a bank other than Westpac; or
(d) such change is not due to any of the factors listed in clause 5.6, you may terminate this Agreement by giving Westpac one month’s prior written notice.

7.5 Circumstances in which no termination fee payable: If, at any time Westpac is satisfied, in its discretion, that this Agreement or any part of it, has been terminated due to:
(a) Westpac terminating the Agreement in the circumstances described in clauses 7.1(b) or 7.1(c);
(b) your business ceasing to operate;
(c) you terminating this Agreement after the Initial Term or under clause 7.4; or
(d) you no longer wishing to process a particular type of transaction where your business has not processed, and will not in the future process, that same type of transaction with another supplier, then you will not be required to pay any termination fee under clause 8.

7.6 Consequences of termination: On the termination of this Agreement, you must immediately:
(a) return all Westpac Products to Westpac;
(b) cease to use or display any Mark;
(c) immediately pay Westpac any outstanding fees, charges, costs, liabilities or other amounts payable by you under this Agreement including the MSF; and
(d) comply with any other reasonable directions from Westpac.

7.7 Other rights not affected: The termination of this Agreement shall not affect any right held, or obligation incurred, by either Westpac or you prior to the date of termination. You agree that if you give notice to terminate this Agreement under clauses 7.2 or 7.4 you will continue to comply with this Agreement during the notice period until the date of termination.

8. Termination fee

8.1 Termination Fee payable: Subject to clause 7.5, if you terminate, or are deemed to have terminated, this Agreement, or any part of it, before the expiry of the Initial Term (other than as a direct result of Westpac breaching this Agreement), or Westpac terminates this Agreement because you have breached this Agreement, you will immediately pay to Westpac (in addition to any other amounts which are payable by you under this Agreement) by way of liquidated damages an amount per Facility which is equal to the greater of:
(a) 0.25 x AMSF x T; or
(b) $200.00, where AMSF is the average of the six most recent MSF payments per Facility (excluding any month where Minimum Monthly MSF payments are made) which were (or are) payable by you to be determined by Westpac, or if fewer than six MSF payments have been (or are then) payable by you, the average of all MSF payments per Facility (excluding any month where Minimum Monthly MSF payments are made) which were (or are) payable by you (to be determined by Westpac); and T is either the number of months remaining per Facility before the end of the Initial Term, or if the Initial Term has less than three months remaining, three, being Westpac’s current reasonable estimate of its damages, costs and expenses, which will arise from termination.

9. Warranties

9.1 Warranty: You warrant that:
(a) you have the full power and authority necessary to validly enter into and perform your obligations under the Agreement;
(b) by delivering a Sales Voucher to Westpac (Sales Voucher banking can only be accepted at Westpac branches):
(i) all the particulars on the Sales Voucher are true and correct;
(ii) the Sales Voucher is Valid; and
(iii) the Manual Card Sales Transaction in respect of the Sales Voucher is not subject to any dispute, claim of set-off or counterclaim.

9.2 Acknowledgement: You acknowledge for all purposes (including the Consumer Guarantees Act 1993 and the Credit Contracts and Consumer Finance Act 2003) that you enter, and hold yourself out as entering, into this Agreement for business purposes. You acknowledge that Westpac does not give any warranty, representation or assurance, whether express or implied, as to the creditworthiness of a Cardholder or the accuracy or reliability of the Card Payment System.

10. Marks/Advertising

10.1 Displaying marks/advertising: You must display the advertising and/or promotional materials which Westpac may direct you to display, and you must do so in accordance with the directions of Westpac.

10.2 Prior Authorisation: If you wish to use promotional materials and/or advertisements which show, use or include a Mark, you must first obtain Westpac’s written approval to the advertising and/or material.

11. Indemnities

11.1 Limitation of liability: Without limiting clause 11.2, Westpac has no liability to you for any loss, cost, damage, expense or liability suffered or incurred by you, whether directly or indirectly as a result of:
(a) any failure by Westpac to perform any of its obligations under this Agreement where, in the opinion of Westpac, that failure is wholly or partly a result of:
(i) a failure of the Card Payment System;
(ii) any act or omission of you, an Agent, a Cardholder, Your Bank, a Card Scheme; or
(iii) any other event or circumstance outside Westpac’s direct control; or
(b) the failure of, or a mistake, error or omission made by, the Card Payment System.

11. 2 No liability for consequential loss: Westrac will not be liable to you in connection with this Agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or for any loss of revenue, profits, goodwill, business or anticipated business, anticipated savings or for any business interruption, loss of data, or other indirect or consequential loss or damage whether or not that loss was, or ought to have been, contemplated.

13. Variations

13.1 Westpac may vary Agreement: Westpac may, at any time, vary any term or condition of this Agreement by notice to you. You may not vary this Agreement unless expressly agreed in writing by Westpac.
13.2 Your Account: If you wish to change the bank which is Your Bank, or the account which is Your Account, then you must obtain Westpac’s written consent (which is at Westpac’s sole discretion to give) and provide to Westpac such further information as Westpac may request for the purposes of deciding whether to give its consent (including details of the proposed new account and a new authority to direct debit the new account).

14. Westpac’s agents

14.1 Westpac may use Agents: All or any of Westpac’s functions, rights and obligations under this Agreement may be carried out by its duly authorised agents. Any such agent will not act in its personal capacity.

15. Notices

15.1 Form of notice: Unless specified otherwise, every notice required to be given under this Agreement must be given in writing and may be given by facsimile, email (each subject to clause 15.3), personal delivery or pre-paid letter dispatched to the facsimile number, email address, physical address, or postal address (as the case may be) most recently provided by the party (which, in your case, will initially be the address provided in the Signature Section) for whom the notice is intended.

15.2 Receipt of notice: If a notice is dispatched pursuant to this Agreement:

(a) by facsimile, it shall be deemed to have been given upon transmission of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety, provided that if it was delivered after 4pm, or on a day which was not a Business Day, it will be deemed to have been given on the next Business Day;

(b) by post, it shall be deemed to have been given after the expiry of three Business Days;

(c) by hand, it shall be deemed to have been given on the Business Day on which it was actually delivered, provided that if it was delivered after 4pm, or on a day which was not a Business Day, it will be deemed to have been given on the next Business Day; or

(d) in the case of delivery by email:

(i) in the case of emails sent to you by Westpac, it shall deemed to have been given upon receipt by you of a return email from Westpac acknowledging receipt of such email (for the avoidance of doubt, an automatic or system generated acknowledgement from Westpac will not be considered a return email for the purposes of acknowledgement of receipt notice); or

(ii) in the case of emails from Westpac to you, it shall be deemed to be given at the time specified in the email as the time the email was sent.

15.3 Value Instructions over $10,000: If any notice under this Agreement is given by email or facsimile and such notice involves a value instruction over $10,000, Westpac may decline to act on such notice and/or may require you to sign an indemnity before accepting any such notice.

16. Assignment

16.1 Westpac may assign: Westpac may assign and transfer all or any of its rights and obligations under this Agreement to any person or persons.

16.2 You may not assign: You may not assign or transfer any rights or obligations under this Agreement without Westpac’s prior written consent.

17. Westpac’s discretions and powers

17.1 Other rights: Unless this Agreement states otherwise, any power, authority, decision, determination and/or discretion which Westpac has by law and/or under this Agreement can be exercised, or not exercised, by Westpac in its absolute and uncontrolled discretion, at the time or times, upon the terms and conditions, and in the manners, which Westpac decides. The rights, powers and remedies provided to Westpac under this Agreement are in addition to, and not exclusive of, any rights, powers or remedies provided by law.

17.2 Time: Time shall be of the essence in respect of the performance by you of your obligations under this Agreement.

17.3 Anti-Money Laundering

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

(i) the transaction will breach any laws or regulations in New Zealand or any other country; or

(ii) 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.

(b) You agree to provide all information to Westpac which Westpac reasonably requires in order to manage its 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. You agree that Westpac may be required to delay, defer, stop or refuse to process any transaction, or terminate its business relationship with you, if you fail to provide this information to Westpac.

(c) Unless you have disclosed to Westpac that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into the Agreement.

(d) For each transaction conducted under this Agreement, 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 by Westpac in accordance with your instructions will not breach any laws or regulations in New Zealand or any other country relevant to the transaction.

18. GST

18.1 Subject to GST: All fees, costs and charges payable pursuant to this Agreement are exclusive of GST (if any).

19. Miscellaneous

19.1 Illegality etc: If, at any time, any part of this Agreement is, or becomes, illegal, invalid, or unenforceable, it will not affect the enforceability of the provisions, or the remaining provisions (as the case may be), of this Agreement.

19.2 No waiver unless in writing: Westpac will not be deemed to have waived any provision of this Agreement unless that waiver is in writing and is signed by Westpac, or an authorised officer of Westpac. Any such waiver will apply to, and operate only in, a particular dealing or matter.

19.3 Entire agreement: This Agreement represents the entire agreement between Westpac and you in respect of the matters to which it relates. You acknowledge that no collateral representations, warranties, or undertakings of any nature, whether oral or written, have been or will be given by Westpac in respect of the matters to which this Agreement relates.

19.4 Survival: Your obligations under clauses 4.3, (g), (h), (i), (k), (l), (m), 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.16, 4.20, 4.24, 5.2, 5.5, 8.1, 11.3 and 16.2, Westpac’s rights under 4.22, 4.23, 4.24, 4.25, 11.1, 11.2, 12.1 and 17.3 and clauses 19.4 and 20 survive the termination of this agreement.

20. Governing Law

20.1 New Zealand law governs: This Agreement is to be governed by, and construed in accordance with, the laws of New Zealand.

21. Definitions and interpretation

21.1 Definitions: In this Agreement, unless the context otherwise requires:

“the Agreement” or “this Agreement” means all of the documents listed in clause 1.1.

“Acquiring Charge” means the amount charged by Westpac for a Card Sales Transaction.

“Agent” means any third party institution engaged by you to assist you in performing your business activities. Such Agent may store, process or transmit or have access to Card or Card Sales Transaction information. This term includes but is not restricted to Third Party Processors, gateway provider/Data Processors and Data Storage Entities.

“Association” means any industry association that Westpac determines in its discretion is an Association for the purposes of this Agreement.

“Authorisation” means a request that is sent to the Cardholder’s bank for confirmation that the Cardholder has sufficient credit available and the account is in good order to be able to complete the Card Sales Transaction.

“Authorisation Code” means a code provided by Westpac at the time of the Card Sales Transaction, to confirm that the Card has not been reported as lost or stolen, or been blocked at the time, and that there are sufficient funds in the Card account for the Card Sales Transaction to proceed.

“Authorisation Log” means a report that records the Authorisation requests and responses that have been processed by the point of sale system.

“Authorised Floor Limit” means the value which Westpac has most recently advised you is the maximum value of a Manual Card Sales Transaction which can be completed by you without Authorisation.

“Blended MSF” means a single blended MSF for processing all Card Sales Transactions and is either a fixed or variable rate as set out in the signature section.

“Business Day” means:

(a) in respect of an act which is required to be done under this Agreement, a day (other than a Saturday or a Sunday) on which Westpac is open for
business in the place where, or the place nearest to where, the act is required to be done; and
(b) in respect of a notice, a day (other than a Saturday or a Sunday) on which Westpac is open for business in the place where, or the place nearest to where, the notice is required to be received.

“Card” means each of a Visa Card, UPI Card or a MasterCard Card, as selected by you in the Signature Section.

“Card Issuer” means a bank or other institution that has a licence agreement with a Card Scheme to issue one or more Cards.

“Card Not Present Transaction” means a Card Sales Transaction where the Cardholder and the Card are not present with you when the payment is processed.

“Card Number” means the primary Cardholder account number that is assigned to a Card.

“Card Payment System” means:
(a) Westpac’s systems (including its processing systems); and
(b) any system of any agent of Westpac or any other third party; and
(c) any service provided by any agent of Westpac or any other third party, which Westpac uses, engages, relies on, or requires, in order to fully or partly comply with all or any of its obligations under this Agreement, as determined by Westpac, in its discretion.

“Card Sales Transaction” means a transaction where a Card is used to pay for goods and/or services on credit and includes the amount of any Surcharge Fee applied to the Card Sales Transaction.

“Card Scheme” means each of Visa, UPI and MasterCard.

“Cardholder” is a person who has been issued a Card.

“Cardholder Data” means either of any information, document or an account number relating to a Cardholder, a Cardholder’s nominated Card Number or a Card Sales Transaction obtained electronically or by paper method.

“Cardholder Information” means Cardholder or Card Sales Transaction information obtained by your business through the processing of Card Sales Transactions.

“Chargeback” means an obligation to return to a Cardholder an amount relating to a previously completed Card Sales Transaction in accordance with the relevant Card Scheme rules. The validity of the sale as detailed in the Card Sales Transaction relating to it, may have been questioned directly by the Cardholder or their issuing bank. A Chargeback may arise over a dispute between the Merchant and the Cardholder, an error by the Merchant in processing the sale or fraudulent activity in regards to the sale.

“Contactless Transaction” means a transaction made by holding a payment instrument with contactless technology close to the contactless reader on a contactless terminal without having to insert or swipe it.

“Credit Voucher” means a voucher generated by you as a refund for goods and/or services purchased from you by a Cardholder and paid for via a Card Sales Transaction.

“Data Breach” means any event whereby your business, or any Agent facilitating the transmission, storage or acceptance of card payments, suspects or has knowledge of unauthorised access to confidential card payment details.

“Data Processor” an entity that is engaged to provide data processing services on behalf of its clients, also known as an Agent.

“DPS” means Direct Payment Solutions Limited.

“EFTPOS” means electronic funds transfer at point of sale.

“EFTPOS Services Agreement” means the agreement between Paymark, Westpac and you for the supply of EFTPOS services.

“Electronic Card Sales Transaction” means a Card Sales Transaction which is effected through a Terminal or some other electronic means which Westpac has, at any time, agreed to the purposes of this definition.

“Electronic Commerce Transaction” or “E-Commerce Transaction” means a Card Sales Transaction initiated by a Cardholder who has interacted with a Merchant via an open network such as the Internet. This includes online processing and encrypted order forms.

“EMV” means Europay, MasterCard, Visa, UPI Chip Card global processing standards for chip card transactions, as detailed in the Merchant Operating Guide.

“EOV” means Electronic Off-line Voucher which is a Transaction made using the automated procedures within the Terminal to capture and store the Transaction for subsequent dispatch to Westpac and authorised manually at your discretion, subject to the terms and conditions of the Agreement.

“Facility” means each facility provided by Westpac to you pursuant to this Agreement through which you will process a type of Cards Sales Transaction as specified by you in the Signature Section or as may otherwise be agreed with Westpac from time to time.

“Forensic Review and Analysis” means a review by Westpac, or an authorised representative of Westpac after a suspected or known Data Breach has occurred.

“Incident Response Plan” means a pre-defined set of procedures and actions to be initiated by you in the event that a Data Breach has occurred, or is suspected to have occurred.

“Indicator Lending Rate” means, from time to time, Westpac’s base lending rate.

“Information Update” means a Merchant Card Facility Information Update form which is available on request from Westpac in which you and Westpac may agree amendments to the merchant services to be provided by Westpac to you under this Agreement.

“Initial Term” will have the meaning given to it in clause 2.1.

“Interchange Fee” means the fee that Your Bank pays to the issuers of a Card accepted at your Facility when a Card is used. This is a variable fee depending on the - nature of the transaction; - card type; and - processing environment of the transaction.

“Mail or Telephone Order Transaction” or “MOTO” is a transaction where a Cardholder orders goods or services from you by telephone, mail, or other means of telecommunication (excluding Electronic Commerce Transactions), and neither the Card nor the Cardholder is physically present.

“Manual Card Sales Transaction” means a Card Sales Transaction which is processed manually by Zip-Zap Machine using a Sales Voucher or a Credit Voucher.

“Mark” means any trademark, logotype, symbol, hologram, design or other similar distinguishing emblem used by a Card Scheme.

“MasterCard” means MasterCard International Inc, any of its successors or assigns, and any of its related companies or related bodies corporate.

“MasterCard Card” means a credit card or a debit card or other payment instrument issued by an entity pursuant to, and in accordance with, a licence granted to the entity by MasterCard and which bears:
(a) a red circle intersecting an ochre circle;
(b) the word “MasterCard”; and
(c) the hologram, used by MasterCard as its symbol, which shows the image of two intersecting globes, and/or such other words, letters, symbols, numbers, characters, logotypes, designs and/or holograms of which Westpac may advise you for the purposes of this definition.

“Merchant” means you.

“Merchant Operating Guide” means the document entitled “Merchant Operating Guide” prepared in respect of the Cards and issued to you by Westpac and includes any subsequent amendments, variations or supplements thereto.

“Merchant Services” means the services to be provided to you by Westpac as specified on the Signature Section or as otherwise may be agreed from time to time between the parties in any Information Update.

“Minimum Monthly MSF” means the minimum monthly MSF for a transaction type that Westpac advises you will be the minimum fee payable under this Agreement. Initially, the Minimum Monthly MSF for a transaction type is the amount specified as such on the Signature Section.

“MSF” means the sum of the Interchange Fee and Acquiring Charges, payable by you to Westpac monthly pursuant to clause 5.2, as calculated under clause 5.3.

“PAN Entry” is a Card Sales Transaction where the Card details are manually entered into the EFTPOS Terminal or some other electronic means which Westpac has approved.

“Paymark” means Paymark Limited.

“Payment Gateway” is an on line, real time Internet payment mechanism that presents a Payment Page to capture a Cardholder’s payment details in an Electronic Commerce Transaction and route the details to Westpac for authorisation and settlement.

“Payment Page” means the website page displayed to allow the Cardholder to enter their payment details, when they have selected to purchase goods or services over the Internet.

“PCIDSS” has the meaning in clause 4.8.

“PCI” means Payment Card Industry Security Standards Council, an open forum responsible for the development, management, education, and awareness of the PCI Security Standards. Further information can be obtained by visiting www. pcisecuritystandards.org.

“Preferential Rate” means any discounted preferential Rate determined by Westpac in its discretion.

“Prepayment” means a payment that is made for future delivery of goods or services.

“Prepayment merchant” means a merchant that accepts payments for goods or services that will be delivered in full at a future date.

“Prepayment merchant category” means the merchant types listed below: - Travel Agents and Tour Operators – Prepaid tour packages on behalf of multiple merchants (airline travel, cruise line travel, hotel accommodations, car hire);
- Airlines – Prepaid airline fare where the ticket is issued but the flight has not taken place.
- Hotels and accommodation providers – Advance deposits;
- Cruise Lines – Advance deposits or itineraries paid prior to sailing;
- Electronic Retailers - Prepaid extended warranties;
- Furniture Companies – Delayed delivery transactions for future, or made-to-order delivered goods;
- Insurance Companies – Prepaid insurance policies;
- Health Clubs – Prepaid use of facilities and services;
- Internet Sales – Prepaid products for future delivery and software or computer warrants,

and such other merchant types that Westpac may in its discretion designate from time to time.

“Rate” means the rate that Westpac advises you will be used to calculate the MSF and, where applicable, references to “Rate” will be deemed to include references to the “Preferential Rate”.

“Recurring Transaction” is a transaction for which a Cardholder grants written permission to you to periodically charge his/her Card for recurring goods or services provided.

“Sales Voucher” means a voucher which is completed by you:
(a) in respect of a Manual Card Sales Transaction; and
(b) on stationery supplied, or approved, by Westpac for the purpose of recording Manual Card Sales Transactions.

“Signature Section” means the signature section or application form document signed by you that contains your details and sets out, amongst other things, the types of Card Sales Transactions that you will process and the Merchant Services that Westpac will provide.

“Subsequent Term” has the meaning given to it in clause 2.3.

“Supplementary Schedule” means a supplementary schedule containing additional terms and conditions applying to specific Merchant Services.

“Surcharge Fee” means a fee that a Merchant may apply to a Card Sales Transaction, for acceptance of a Card for payment, which fee is not applied where payment is made via other payment mechanisms. The Surcharge Fee may be either a flat or ad valorem fee. A Surcharge Fee may be applied to some or all of the branded cards of a Card Scheme.

“T & E” or “Travel & Entertainment” is the term used to describe merchants in the hospitality industry including, but not limited to, Airlines, Car Rental Companies, Hotel/Motels and Cruise Lines.

“Terminal” means a device which:
(a) facilitates the payment of goods and/or services by the electronic transfer of funds between the bank accounts of the buyer and seller at the time at which the goods and/or services are sold; and
(b) is approved by Westpac as a Terminal for the purposes of this Agreement.

“Terminal Equipment” means electronic terminal hardware devices or equipment that accept and process transactions on your behalf.

“Third Party Processor” means any business that assists in the processing of Cardholder Data on your behalf.

“Transaction Receipt” means an electronic or paper record of a Card Sales Transaction (or a copy) generated at the point of sale. Also known as a Transaction Record.

“Transaction Record” means the record of a Card transaction, a copy of which is kept by you and a copy to be provided to the Cardholder, recording the details of the transaction and includes a Sales Voucher.

“Transaction Report” means a report that provides detailed information on transactions that have been processed through your payment system.

“Triple Data Encryption Standard” or “3DES” means a form of data security technology that uses advanced data encryption to protect card transaction information, as explained in the Merchant Operating Guide.

“Unbundled MSF” means the MSF is unbundled so you are charged the Interchange Fee applicable for each Visa and MasterCard Card Sales Transaction, plus an Acquiring Charge. In other words, the actual MSF you end up paying depends on the mix of transactions accepted through your Merchant facility.

“UPI” means UnionPay International Co. Ltd any of its successors or assigns, and any of its related companies or related bodies corporate.

“UPI Card” means a credit card or debit card or other payment instrument issued by an entity pursuant to, and in accordance with, a licence granted to the entity by UPI and which bears:
(a) the UPI Brand Mark;
(b) the words “UnionPay or “UnionPay International” in English or in Chinese; and/or
(c) such other words, letters, symbols, numbers, characters, logotypes, emblems, designs and/or holograms of which Westpac may advise you for the purposes of this definition.

“UPI Credit Card Transaction” means a Card Sales Transaction using a UPI Card where the card is accessing a credit account.

“UPI Debit Card Transaction” means a Card Sales Transaction using a UPI Card to access a cheque or savings account.

“Valid” means:
(a) in respect of a Sales Voucher:
(i) a Sales Voucher which has been completed in accordance with this Agreement;
(ii) does not breach any provision of this Agreement, and
(iii) contains any other information which, at any time, Westpac notifies you should be recorded on it.
(b) in respect of a Card Sales Transaction, a Card Sales Transaction which has been completed in accordance with, and does not breach any provision of, this Agreement.

“Verified by Visa” means a Visa product for use in Electronic Commerce Transactions to authenticate a Cardholder at the time of the transaction via a Payment Page.

“Visa” means Visa Inc, any of its successors or assigns, and any of its related companies or related bodies corporate.

“Visa Card” means a credit card or debit card or other payment instrument issued by an entity pursuant to, and in accordance with, a licence granted to the entity by Visa and which bears:
(a) the Visa Flag Symbol or Visa Brand Mark;
(b) the word “Visa”, and
(c) the hologram, used by Visa as its symbol, which shows the image of a dove, and/or such other words, letters, symbols, numbers, characters, logotypes, emblems, designs and/or holograms of which Westpac may advise you for the purposes of this definition.

“Westpac” means Westpac New Zealand Limited, incorporated under the Companies Act 1993, and having its registered office at Westpac On Takutai Square, 16 Takutai Square, Auckland, 1010, New Zealand, and includes its successors and assigns.

“Westpac Products” means any product, stationery or equipment supplied to you by Westpac, and includes the following which Westpac may provide you with from time to time:
(a) a Zip-Zap Machine;
(b) any stationery intended for the generation of Sales Vouchers or Credit Vouchers;
(c) any advertising or promotional material including branding logos;
(d) any poster, sign, sticker, notice, or promotional material, in connection with the Cards or any Card; and
(e) any operating guide, manual and booklet in connection with the Cards or any Card.

“Westpac Virtual” means an online payment solution which is a Westpac branded payment suite for the provision of secure online authorisation, capture and interchange of Card Sales Transactions supplied and hosted by Paymark.

“Westpac Internet Payment Solution Plus” or “WIPS Plus” means the Payment Gateway developed by DPS for Westpac to enable Card Not Present transactions to be processed, together with any DPS software, the supporting documentation and other related DPS products made available to you, including all upgrades, updates, alterations and modifications and other changes to that software developed by, or on behalf of, DPS and made available to you from time to time.

“you” means the entity or person defined as the “merchant” in the Signature Section and “your” will have corresponding meaning.

“Your Account” means the account held with Your Bank which you have most recently advised Westpac is the account to which amounts should, from time to time, be debited and credited pursuant to, and in accordance with, this Agreement.

“Your Bank” means the registered bank (as defined in the Reserve Bank of New Zealand Act 1989) with which you will maintain an account to which amounts can, from time to time, be debited and credited pursuant to, and in accordance with, this Agreement.

“Zip-Zap Machine” means a piece of equipment which can be used to imprint a Sales Voucher and/or a Credit Voucher with the information which is embossed on a Card.

Interpretation: In this Agreement, unless the context otherwise requires:
(a) the singular includes the plural and vice versa;
(b) words denoting a person include a company, corporation, firm, joint venture, unincorporated body, governmental agency, Association or partnership and includes any successors, executors and assigns;
(c) references to clauses are references to clauses of these terms and conditions or a Supplementary Schedule unless specified otherwise;
(d) references to one gender include the others,
(e) section headings have been inserted for convenience only and should be ignored in construing this Agreement;
(f) a company is related to another company or body corporate if the company would be related to that company or body corporate pursuant to section 2(3) of the Companies Act 1993, assuming that each reference to a “company” in section 2(3) of the Companies Act 1993 included a reference to any body corporate wherever incorporated or established;
(g) any reference to “including” shall be deemed to include reference to “without limitation” immediately thereafter;
(h) references to legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement; and
(i) unless the context otherwise require, references to a document or agreement includes that document or agreement as may be amended, modified, supplemented, novated or replaced from time to time.

SCHEDULE I
Travel and Entertainment (T & E) Supplementary Schedule

A. Application

(A) Applicable Industries: Merchants in the following industries are classified as T & E Merchants:

(i) Accommodation – applicable when full service lodging i.e. maid and room service facilities are available to the Cardholder. Bed and Breakfast merchants may qualify as a T & E Merchant if they provide serviced accommodation;
(ii) Car rental agencies;
(iii) Airlines;
(iv) Cruise lines; and
(v) Travel agents – applicable only when the travel agent clearly acts as a direct merchant of the airline, accommodation or cruise line industry and accepts payment by Card Sales Transaction before you are able to process this type of Card Sales Transaction.

(B) Special Services: T & E Merchants covered under this Supplementary Schedule are authorised to offer the following special services to Cardholders using their Card to purchase goods and services:

(i) Guaranteed Reservation Service – accommodation merchants;
(ii) Advance Deposit Service – accommodation and cruise line merchants; and
(iii) Priority Check-out Service – accommodation and cruise line merchants.

(C) Non T & E Card Sales Transactions: Card Sales Transactions occurring at other establishments such as restaurant or gift shops located at the T & E Merchant’s establishment may only be classified as T & E Card Sales Transactions if billed to the Cardholder’s room account. Card Sales Transactions that are not billed to a room account must be identified as non T & E Card Sales Transactions.

(D) Approval: You must obtain Westpac’s prior written approval to process T & E Card Sales Transactions before you are able to process this type of Card Sales Transaction. For the avoidance of doubt, Westpac gives that written approval if you select the T & E Card Sales Transaction type on the Signature Section and Westpac signs that Signature Section.

(E) Revocation: At any time, Westpac may cease to allow you to process T & E Card Sales Transactions by notice to you, in writing. You must immediately cease processing T&E Card Sales Transactions upon receiving that notice.

B. Completion of Transaction Records

(A) Details for Card Not Present Transactions: T & E Merchants must record the details contained in clause C of Schedule I in a Transaction Record relating to a Card Not Present Transaction.

(B) Additional details specific for T & E Transaction Records: You must record the following details on the Transaction Record:

(i) for airline, accommodation or cruise line merchants, passenger or guest name, if different than the name displayed on Card;
(ii) for car rental merchant’s, Cardholder’s address, rental and return dates, rental and return location and rental agreement number.

(C) Description of goods and/or service: The Transaction Record must contain a detailed description of the goods and/or services provided. You must record the following details on the Transaction Record:

(i) for airline merchants, airline flight information including flight numbers and dates of travel;
(ii) for accommodation merchants, dates of stay, check-in, check-out and daily room rate;
(iii) for cruise line merchants, cruise embarkation date, and disembarkation date; and
(iv) for car rental merchants, type of car, mileage, rental rate, actual rate, refuelling and insurance charges, adjustments, tax, cash payments received, billing method, and rental agent ID number if applicable.

(D) Itemised and Amended Charges: For accommodation, cruise line and car rental merchants, charges such as room rate, tax, food, beverage, petrol, damages and incidental charges must be itemised on the Transaction Record.

C. Guaranteed Reservation Service

Under the Guaranteed Reservation Service program merchants can accept a Card to secure and hold a reservation made by the Cardholder for at least 24 hours after the scheduled arrival date. The following procedures must be complied with when accepting Card details as security for holding a reservation booking:

(A) Information: You must inform the Cardholder of the following information:

(i) reserved accommodation/car rental rate and that the room/car will be made available for 24 hours after scheduled arrival;
(ii) exact name and physical address of the establishment where accommodation/car has been reserved; and
(iii) one night’s lodging/rental rate will be billed to the Card account if the Cardholder has not registered by 24 hours following the scheduled arrival date and/or properly cancelled the reservation in accordance with the merchant’s instructions as advised at time of reservation.

(B) Reservation confirmation: You must provide to the Cardholder a code as confirmation of the reservation and advise the Cardholder to retain the code in case of dispute. The code must be provided verbally and, if requested, you must provide written confirmation to the Cardholder including the following information:

(i) Card details: Cardholder name, truncated account number and Card expiry date;
(ii) Confirmation Code and advise the Cardholder to retain this code;
(iii) exact name and physical address of establishment where reservation is held;
(iv) expected arrival and departure dates and daily room rate charges;
(v) your cancellation policy including exact date and time cancellation privileges expire;
(vi) any other reservation details; and
(vii) if the Cardholder makes a reservation by fax, please ensure the Cardholder has signed the reservation.

(C) Cancellation period: You must accept all Cardholder cancellations within the time limits you have specified and previously advised to the Cardholder. In addition:

(i) you must not require cancellation notification more than 72 hours prior to the scheduled arrival date;
(ii) if the reservation is made within 72 hours of the scheduled arrival date, the cancellation deadline must be no earlier than 6.00pm (merchant establishment time) on the arrival date or date guaranteed; and
(iii) if you require the customer Cardholder to cancel before 6.00pm (New Zealand local time) on the date guaranteed, you must mail the cancellation policy, including the date and time that cancellation privileges expire to the Cardholder.

(D) Cancellation confirmation: You must provide a Cancellation Code (if the reservation is properly cancelled within the cancellation period) verbally to the Cardholder and advise the Cardholder to retain the code in case of dispute. If requested by the Cardholder, you must provide written confirmation of the cancellation including the following information:

(i) Card details: cardholder name, truncated account number and card expiry date;
(ii) Cancellation Code and advise the Cardholder to retain this code; and
(iii) original reservation Confirmation Code; and
(iv) any other cancellation details or other important information.

(E) Accommodation/Car rental unavailable: If the guaranteed reservation is unavailable, you must provide the Cardholder with the following services at no charge:

(i) comparable accommodation for one night at another establishment or comparable car rental;
(ii) if requested by the Cardholder, a 3-minute telephone call and message forwarding to the alternate establishment; and
(iii) transportation to the alternate establishment.

(F) Unclaimed accommodation/Car rental: You must hold the guaranteed reservation according to the reservation request made for at least 24 hours after scheduled arrival. If the Cardholder has not claimed or cancelled the guaranteed reservation by the specified time, you may cancel any further reservation and complete a Transaction Record for a “No Show” being the cost of one night’s...
accommodation/car rental. In no event shall the “No Show” charge exceed the quoted rate for one night’s accommodation or car rental regardless of the length of time for which the original reservation was made. The Transaction Record must contain the following information:

(i) amount of one nights lodging/car rental plus applicable tax;
(ii) Card details: Cardholder name, Card account number and Card expiry date;
(iii) the date of the guaranteed reservation and the Confirmation Code; and
(iv) the words “Guaranteed Reservation – No Show” on the signature line of the Transaction Record. You must follow normal authorisation and deposit procedures in accordance with the Agreement.

D. Advance Deposit Service

(a) Accommodation and cruise line merchants: You may offer this service to a Cardholder if the Cardholder agrees to confirm their reservation by payment of a deposit. You must comply with the following procedures if a Cardholder agrees to participate in the Advance Deposit Service.

(b) Billing Information: At the time of reservation booking, you must obtain the following information from the Cardholder (or travel agent authorised to act on behalf of the Cardholder):

(i) Card details: Cardholder name, Card account number and Card expiry date;
(ii) customer name if different from the Cardholder name on the Card;
(iii) Cardholder contact details including telephone numbers and mailing address;
(iv) scheduled date of arrival for accommodation or embarkation date for a cruise line; and
(v) intended length of stay or voyage.

(c) Deposit Amount: You must determine the amount of the advance deposit and advise the Cardholder of the amount required. The deposit amount must not exceed the following:

(i) for accommodation merchants, the cost of the intended length of stay (not to exceed 14 nights lodging); or
(ii) for cruise line merchants the cost of the cruise.

The advance deposit amount must be applied against the total amount of the Cardholder’s obligation.

(d) Transaction Record: You must provide a copy of the Transaction Record and your cancellation policy to the Cardholder within three Business Days of the Card Sales Transaction date. You must follow normal authorisation and deposit procedures in accordance with the Agreement. The Transaction Record must contain the information referred to in clause C of this Supplementary Schedule and additionally:

(i) the words “Advance Deposit” on the Transaction Record signature line;
(ii) Confirmation Code for the reservation and advise Cardholder to retain it; and
(iii) date and time that cancellation privileges (if any) expire without deposit forfeiture for unused accommodations.

(e) Reservation confirmation: You must provide to the Cardholder all the information listed in clause C(b) of this Supplementary Schedule.

(i) In addition, you must also provide the following:

(aa) name of the cruise ship and point of embarkation; and
(bb) your intention to hold accommodation for the number of nights paid for.

(ii) You must advise the Cardholder that you will retain part, or the entire advance deposit transaction amount, if the Cardholder has not:

(aa) registered by checkout time the day following the specified last night of the lodging for accommodation (the Cardholder will lose the unused amount of the reservation);
(bb) checked in by embarkation time for a cruise line; or
(cc) cancelled the reservation within the time limit specified by the merchant. Under the Advance Deposit Service, a Cardholder may forfeit the advance deposit. You must not charge the Cardholder any additional ‘No Show’ amount.

(f) Cancellation period: You must accept all Cardholder cancellations within the time limits specified. If you require notification of cancellation in excess of 72 hours you must advise in writing to the Cardholder the time and date cancellation privileges expire.

(g) Cancellation confirmation: You must provide a Cancellation Code and advise the Cardholder to retain the Cancellation Code in case of dispute. You must complete a Transaction Record and include all of the following:

(i) Card Sales Transaction amount;
(ii) Card details: Cardholder name, Card expiry date and at least the last four digits of the Card account number;
(iii) Cardholder mailing address; and
(iv) the words “Advance Deposit Cancellation” on the Transaction Record signature line. You must deposit the Transaction Record and mail the Cardholder’s copy to the Cardholder within three Business Days of the Card Sales Transaction date.

(h) Unavailable accommodation: You must provide to the Cardholder the following services without charge if the reserved accommodation is unavailable:

(i) credit refund for the entire Card Sales Transaction amount and provide the Cardholder with a copy of the Transaction Record;
(ii) comparable accommodation at an alternate establishment for the number of nights specified in the reservation (not to exceed fourteen nights) or until the reserved accommodation becomes available at the original establishment;
(iii) if requested by the Cardholder, two 3-minute telephone calls and message forwarding to the alternate establishment; and
(iv) transportation to the alternate establishment’s location and return to the original establishment. If requested, you must provide daily transportation to and from the alternate establishment.

(i) Unavailable cruise line accommodation: If the reserved accommodation is unavailable, and no comparable accommodation is available on the ship, you must offer the Cardholder a comparable cruise of similar itinerary and embarkation date at no additional cost to the Cardholder.

(i) If the Cardholder accepts the alternate accommodations you will provide at no additional cost either of the following:

(aa) an additional night’s accommodation; or
(bb) airfare to different port city.

(ii) If the Cardholder declines the alternate accommodations, you will provide a credit refund for the entire advance deposit transaction amount. In addition, you will provide the Cardholder all of the following without charge:

(aa) if the Cardholder requests it, one nights hotel accommodation;
(bb) transportation to the hotel and airport;
(cc) airline transportation to the airport nearest the Cardholder’s residence; and
(dd) reasonable out-of-pocket expenses incurred by the Cardholder.

E. Priority Check-out Service

(a) Accommodation and cruise line merchants: Accommodation and cruise line merchants may offer a Priority Check-out Service to Cardholders to avoid delays or inconvenience at the time of checkout from the merchant’s accommodation. If the Cardholder agrees to this service you must follow the procedures listed below:

(i) require the Cardholder to complete, sign and return a Priority Check-out Agreement that contains at a minimum the following information:

(aa) room number occupied and departure date from room;
(bb) statement authorising you to charge costs incurred by the Cardholder to their Card account by Transaction Record without the need for the Cardholder’s signature; and
(cc) Cardholder details including: Cardholder name, copy or imprint of the Card account number and Card expiry date, Cardholder’s signature and Cardholder mailing address.

(ii) complete a Transaction Record that has the Card details imprinted on to it or alternatively an electronic receipt where the magnetic stripe of the Card has been swiped.

(iii) include the Cardholder’s total obligation amount and the words “Priority Check-out” on the signature line.

(iv) follow normal authorisation and deposit procedures in accordance with the Agreement.

(v) ensure the Card Number imprinted on the Priority Check-out Agreement matches that part of the Card Number imprinted on the Transaction Record.

(vi) provide the Cardholder with a copy of the Transaction Record, itemised bill and signed Priority Check-out Agreement either at time of check-out or by mail within three Business Days of the Cardholder’s departure; and

(vii) retain the itemised bill and signed Priority Check-out agreement for a minimum period of eighteen months after the Card Sales Transaction date.

F. Gambling Facilities

If you are a T & E merchant who wishes to accept Card payments at a gambling facility operating at your establishment, you must first obtain express written authority from Westpac to do so. Such authority will set out any terms and conditions that apply to that authority including a requirement that you regularly provide evidence to Westpac that you have been granted authority under relevant legislation to accept Card payments for gambling.

G. Amended Charges

(a) An accommodation, cruise line or car rental merchant may process delayed or amended charges to a Cardholder’s Card only under the following conditions:

(i) the merchant must hold an authority from the Cardholder that provides consent from the Cardholder to be liable for delayed or amended charges;

(ii) applicable amended charges include: room expense, food or beverages, taxes, fuel, insurance, rental fees, damage to rental vehicles, parking tickets or other traffic violations and goods and services purchased from...
your establishment during the Cardholder’s stay or rental period; 
(iii) a delayed or amended charge must be processed to the Card account within 90 calendar days of the Card Sales Transaction date of the related transaction; and 
(iv) you must follow normal authorisation and deposit procedures in accordance with the terms and conditions for delayed and amended charges.

(b) Car Rental Amended Charges: To claim damage costs to a rental car or obtain payment for a parking ticket or traffic violation, you must provide all of the following documentation to the Cardholder:

(i) a copy of Cardholder’s consent accepting liability on their Card for damages;
(ii) a copy of the rental agreement;
(iii) an estimate/quote of cost to repair the damage as provided by your approved car repairer/dealer. If the estimated Card Sales Transaction amount to pay for the damages exceeds the Authorised Floor Limit, you must obtain an Authorisation Code for that amount and for any additional estimated amount as needed;
(iv) the accident report by the relevant civil authority (if applicable);
(v) a copy of your insurance policy if the Cardholder is required to pay insurance excess for damages. Alternatively, you can provide a copy of the rental agreement where the Cardholder has agreed to be responsible for insurance excess and has indicated same by providing his/her signature or initials in close proximity to the insurance disclosure clause;
(vi) any other pertinent documentation available to demonstrate liability to the Cardholder; and
(vii) in the case of a parking ticket or other traffic violation, documentation from the appropriate authority which includes the registration number of the vehicle, date, time and location of the offence, details of the infringement and amount of the penalty in local currency. You may be held liable for the Card Sales Transaction if the above documentation is not provided to support the validity of a delayed or amended charge and the Cardholder is disputing the Card Sales Transaction.

(c) Card Sales Transaction: For damages to rental cars: charges for damages must be processed as a separate Card Sales Transaction. You must provide a reasonable estimate of the cost to repair the damages and obtain agreement from the Cardholder. If the Cardholder chooses to pay for the repairs using his/her Card:

(i) you must prepare a specific sales slip with proof of Card presence;
(ii) the amount will be adjusted accordingly pursuant to completion of the repairs and submission of the invoice for such repairs;
(iii) you must obtain a signature from the Cardholder (MasterCard only); and
(iv) you must contact the cardholder in writing concerning any damages within ten calendar days of the card’s return. The cardholder has ten days to respond. The car rental agency must wait twenty days from the date of initial cardholder contact to submit a damage collection transaction. The cardholder retains the right to dispute a transaction. In addition, the final Card Sales Transaction amount may not exceed your estimated amount by more than 15% (or less, as directed by local ordinances). You must make a refund to the Cardholder if the cost of repairs is less than the estimated amount on the sales slip. You have thirty days from the date of the subsequent Card Sales Transaction related to damages to submit the item for clearing.

H. Definitions
Terms defined in the Agreement have the same meaning in this Supplementary Schedule. In addition, this Supplementary Schedule, unless the context otherwise requires:

“Advance Deposit Service” means a service that a merchant who is in the accommodation or cruise Line industry offers, allowing a Cardholder to use a Card as payment of an advance deposit to reserve accommodation.

“Cancellation Code” means a code provided by the merchant to the Cardholder when the Cardholder has properly cancelled a guaranteed reservation or Advance Deposit Service transaction. The code is retained by the Cardholder in case of dispute.

“Confirmation Code” means a code provided by the merchant to the Cardholder when the Cardholder has used a Card to secure accommodation under the Guaranteed Reservation Service or Advance Deposit Service. The code is retained by the Cardholder in case of dispute.

“Guaranteed Reservation Service” means a service offered by a merchant who is in the accommodation industry, where a Cardholder may use a Card to guarantee overnight accommodation.

“No-Show Transaction” means a transaction that a merchant who is in the accommodation industry, and who is participating in the Guaranteed Reservation Service, completes to recover lost business, resulting from a Cardholder’s alleged failure to cancel or use the reservation.

“Priority Check-out Agreement” means a written authority from the Cardholder that a merchant in the accommodation or cruise line industry can hold, that bears a Cardholder’s signature and authorisation to charge, at the time of the Cardholder’s check-out from the merchant’s accommodation, their Card account for expenses incurred whilst the Cardholder resided in the merchants accommodation.

“Priority Check-out Service” means a service provided by a merchant in the accommodation or cruise line industry, that allows a Cardholder to authorise the charging of their Card for payment of their total obligation to the merchant, with or without prior knowledge of the total amount, by signing a completed Priority Check-out Agreement.

“T & E Merchant” means a merchant who is in the airline, car rental, accommodation, travel agency or cruise Line merchant industry and whose primary business function is to provide travel related services. Merchants are usually identified as a T & E Merchant by being assigned a Merchant category code in the 3xxxx range.

SCHEDULE II
Card Not Present Transactions Supplementary Schedule

A. Application
This Schedule applies to Card Not Present Transactions. Card Not Present Transactions include the following types of Card Sales Transactions:

(i) Mail or Telephone Order Transactions;
(ii) Recurring Transactions;
(iii) Instalment Transactions;
(iv) Delayed Delivery Transactions; and
(v) PAN Entry Transactions.

(b) Westpac must give you its prior written approval for each of the above transactions before you are able to process that transaction. For the avoidance of doubt, that written approval is given by Westpac if you select the transaction type in the Signature Section and Westpac signs that Signature Section.

(c) At any time, Westpac may cease to allow you to process any one or more of the transaction types in (a) above by notice to you. You must immediately cease to process any transaction type specified in that notice upon receiving that notice.

B. Acceptance of risk

(a) By processing Card Not Present Transactions you accept the increased risk of fraud or errors arising where Card details are entered manually and/or the Card is not physically present and the Cardholder’s identity or authority may be later called into question. You specifically acknowledge and agree that:

(i) there is a much greater risk that a Card is being used fraudulently, or is in some other way invalid;
(ii) you accept all risks associated with processing a Card Not Present Transaction including, but not limited to, all costs, fines or penalties imposed, loss, or liability incurred by you or any other person in relation to the processing of that transaction;
(iii) as with any other Card Sales Transaction, an authorisation approval and code provided by Westpac of a Card Not Present Transaction does not in any way guarantee payment by Westpac for that transaction. Westpac will in no way be liable for any Chargeback, cost, fine or penalty imposed, loss or liability incurred by you or any person in processing that transaction;
(iv) where a Card Not Present Transaction has not been validly authorised by the Cardholder, or is in some other way invalid, the value of that transaction will be charged back to Your Account in accordance with the Agreement; and
(v) you must maintain best practice risk management functions and comply with any risk management practices contained in the Operations Manual or as may be notified to you by Westpac from time to time during and after the implementation of your Card Not Present Transaction Facility. These functions should include at least:

(aa) risk management procedures such as fraud control measures;
(bb) policies and procedures for sensitive data storage that comply with PCIDSS; and
(cc) understanding of fraud and Chargeback risks and liabilities.

C. Completion of Transaction Record

(a) Details for Transaction Records: The Transaction Record for all Card Not Present Transactions must contain the following information:

(i) The last 4 digits of the Card number;
(ii) Card expiry date;
(iii) Cardholder name;
(iv) transaction date and amount;
(v) Authorisation Code;
(vi) your business name;
(vii) quantity and description of merchandise or services provided; and
(viii) address for delivery of the goods or services (if applicable).

(b) Additional details for specific transaction types: In addition to the details in clause C(a) above, you must record the following details on the Transaction Record for the transaction type specified:

(i) for Mail and/or Telephone Order Transactions, either “MO” (mail order) or “TO” (telephone order) (as the case may be) legibly printed on the signature line of the Transaction Receipt;
(ii) for Delayed Delivery Transactions:
   (a) the word “Deposit” on the Transaction Record for the first transaction payment, and
   (b) the word “Balance” on the Transaction Record for the second transaction payment.

(c) Single transaction only: For all Card Not Present Transactions you must include the total amount of goods and services purchased at the same time on a single Transaction Record.

(d) Provision of receipt: For all Card Not Present Transactions you must provide a completed copy of the Transaction Record to the Cardholder at the time the purchased goods are delivered or services are performed.

(e) Delivery of Transaction Record: You may deliver the Transaction Record either:
   (i) electronically (e.g., email or facsimile); or
   (ii) on paper (e.g., hand-written or terminal-generated).

D. Instalment Transactions

(a) Instalment Transactions may only be offered by you if you are authorised to process Mail or Telephone Order Transactions or Electronic Commerce Transactions. For Instalment Transactions, you may process greater than one Transaction Record for a single transaction. For all Instalment Transactions you must:

(i) obtain prior authorisation for each payment instalment in an Instalment Transaction regardless of your Authorised Floor Limit;
(ii) disclose in writing whether the instalment terms limit the goods or services that a Cardholder may purchase;
(iii) disclose in writing any delivery or handling charges and any applicable taxes;
(iv) inform a Cardholder not billed in New Zealand dollars that each instalment amount may vary due to currency conversion rate fluctuations;
(v) ensure that the sum of all instalment payments does not exceed the total price of the goods (excluding currency fluctuations if (iv) above applies);
(vi) not add finance charges to any instalment payments;
(vii) not deposit the first instalment payment until the date of despatch of the goods; and
(viii) deposit subsequent instalment payments at one of the following intervals:
   (aa) thirty days or more;
   (bb) the monthly anniversary of the date of despatch (same day of each month); or
   (cc) any other interval agreed with the Cardholder.

E. Delayed Delivery Transactions

(a) Application: Delayed Delivery Transactions may only be processed when the goods and/or services to be purchased, or part of them, are not available for delivery at the time of the original transaction request from the Cardholder. In such a case you may process two Transaction Records for a single transaction. The first transaction payment is the “deposit” and the second transaction payment is the payment of the “balance”.

(b) Single payment: if the Cardholder is made aware of the unavailability of the goods or services at the time of authorising the transaction and agrees, you may process one Transaction Record for the total amount of the sale.

(c) Authorisation: For all Delayed Delivery Transactions you must obtain prior authorisation for each transaction payment on the day of each transaction payment.

(d) Depositing receipts:
   (i) you may deposit the Transaction Record for payment of the delayed delivery deposit before delivery of the goods or services; and
   (ii) you must not deposit the Transaction Record for payment of the balance payment before delivery of the goods or services.

(e) Retention of deposit: You may only retain the deposit and not deliver the goods or services if all of the following conditions apply:
   (i) you received a decline response to your authorisation request for the balance;
   (ii) the balance was not paid by any other means; and
   (iii) the Transaction Record clearly states that the deposit is non-refundable and that the Cardholder was advised of this condition of sale at the time of order.

F. Definitions

Terms defined in the Agreement have the same meaning in this Supplementary Schedule. In addition, in this Supplementary Schedule, unless the context otherwise requires:

“Delayed Delivery Transaction” is a single transaction where two separate Transaction Receipts may be completed. Delayed Delivery Transactions allow the Merchant to “split” the sale or process a single transaction for the full amount with Cardholder permission when stock is unavailable at the time of order.

“Instalment Transaction” is a transaction in which the Cardholder is billed in monthly instalments until the total amount of the transaction has been repaid. Instalment Transactions allow the Merchant to offer the Cardholder a payment plan which has the option of spreading payments over an agreed upon time frame in agreed amounts.

SCHEDULE III

Electronic Commerce Transactions and Internet Authentication Supplementary Schedule

A. Application

This Schedule applies to Electronic Commerce Transactions and Internet Authentication Transactions.

B. Electronic Commerce Transactions

(a) Westpac account: In order to process Electronic Commerce Transactions, Your Bank must be Westpac unless Westpac consents otherwise in writing.

(b) Website information: Before accepting any Electronic Commerce Transactions over the internet you must ensure your website displays all of the following information:

   (i) consumer data privacy policy;
   (ii) security capabilities and policy for transmission of payment Card details;
   (iii) complete description of the goods or services offered;
   (iv) return/refund policy;
   (v) customer service contact, including electronic mail address or telephone number;
   (vi) transaction currency;
   (vii) export restrictions (if known);
   (viii) delivery policy;
   (ix) exact physical address and country of Merchant’s residence;
   (x) cancellation policy;
   (xi) Merchant responsibilities in handling disputes;
   (xii) Card Scheme Marks for Cards accepted by you wherever payment options are presented;
   (xiii) Verified by Visa and MasterCard SecureCode Marks on Payment Pages if participating in these authentication programs; and
   (xiv) if applicable, your reservation service policy.

(c) Your obligations: To be able to process Electronic Commerce Transactions over the internet you must:

   (i) maintain a relationship with an Internet Service Provider at your own expense for the purpose of maintaining the website for customers and protecting email communications;
   (ii) ensure that your business name corresponds with the name of your website and the name that will appear on Cardholder statements and as advised on the Transaction Record;
   (iii) comply with any requirements notified to you by Westpac, and the Card Scheme rules, regarding the presentation and security and technical specifications of your website. You must provide Westpac with reasonable access to view, monitor and audit the pages of your website;
   (iv) protect your website payments page by Secure Sockets Layer or any other form of security method approved by Westpac and state on your website payments page that the page is secured by Secure Sockets Layer (or, if appropriate, other form of security method approved by Westpac);
   (v) ensure all Electronic Commerce Transactions are captured and transmitted using a protected website payments page through a Westpac approved Payment Gateway. Card payment details must not be transmitted via email;
   (vi) ensure the Electronic Commerce Transaction does not violate applicable laws governing the sale of prescription medicines, including controlled substances or other regulated products;
   (vii) advise Westpac in writing at least ten banking days prior to changing your:
      (aa) internet address;
      (bb) email address;
      (cc) telephone or facsimile number;
      (dd) website name; or
(ee) nature of business; and
(viii) ensure your website accepts and processes the cardholders Card Security Code that can be found on the back of their Card.

(d) Electronic Commerce Transaction Records: You must record the following details on the Transaction Record for Electronic Commerce Transactions:
(i) The last four digits of the Card number;
(ii) Card expiry date;
(iii) Cardholder name;
(iv) transaction date and amount;
(v) Authorisation Code;
(vi) your business name;
(vii) quantity and description of merchandise or services provided;
(viii) address for delivery of the goods or services (if applicable);
(ix) your business name most recognisable to the Cardholder, such as:
   – your “doing business as” (“DBA”) name, as used on your website; or
   – your internet website address or “universal resource locator” (URL);
(x) customer service contact information including telephone country code and area code. If you deliver goods or services internationally, you must list both locally and internationally accessible telephone numbers;
(xi) terms and conditions of sale, if these are restricted for Electronic Commerce Transactions;
(xii) if a free trial is offered, the exact date the free trial ends;
(xiii) cancellation policies; and
(xiv) the Cardholder’s internet or email address.

(e) Provision of receipt: For all E-Commerce Transactions you must provide a complete copy of the Transaction Record to the Cardholder at the time the purchased goods are delivered or services are performed.

(f) Westpac may require Cardholder Authentication: Westpac may, at its discretion, require you to support and use Cardholder Authentication.

C. Internet Authentication

(a) Applicable Merchants: An Electronic Commerce Merchant is permitted to use Verified by Visa and Mastercard SecureCode Internet Authentication products, if the following applies:
(i) the Electronic Commerce Merchant has been approved and authorised by Westpac to process Electronic Commerce Transactions; and
(ii) the Electronic Commerce Merchant is going to use a Westpac approved Payment Gateway, via which a Cardholder enters Card payment details online with no interaction from the Merchant.

(b) Internet authentication products: Visa and Mastercard Internet authentication products are branded as:
(i) Verified by Visa™— used to authenticate Visa Cardholder Card Sales Transactions; or
(ii) MasterCard SecureCode™— used to authenticate MasterCard Cardholder Card Sales Transactions.

(c) 3-D Secure Software Integration: If you, as an Electronic Commerce Merchant, wish to develop your own custom software for participation in 3-D Secure, you must comply with the 3-D Secure software protocol technology and functional specifications published by Visa and MasterCard. These specifications can be obtained from Westpac. You must obtain approval from Westpac of any customised integration before implementation.

(d) 3-D Secure Software: Your Payment Gateway provides access to the 3-D Secure and Merchant Plug-In ("MPI") software. The MPI software:
(i) provides access to Visa Directory Server and Mastercard Directory Server to verify Cardholder enrolment for Verified by Visa and Mastercard SecureCode;
(ii) identifies whether a Cardholder is participating or non-participating in Verified by Visa and Mastercard SecureCode via Verified Enrolment Request;
(iii) will present an Authentication window for Cardholders that are participating in internet authentication, into which the Cardholder enters their personal password for verification and return an Authentication Response;
(iv) will not present an Authentication window for non-participating Cardholders but will return an Attempt Response;
(v) forwards successful Fully-Authenticated and Authenticated Attempted Card Sales Transactions for authorisation approval; and
(vi) does not forward a failed/denied Authorisation Attempt Response for authorisation of the Card Sales Transaction to be completed.

(e) Revocation: At any time, Westpac may cease to allow you to process Internet Authentication Transactions by notice to you, in writing. You must immediately cease processing Internet Authentication Transactions upon receiving that notice. If you have been terminated or failed to comply with the requirements of this Supplementary Schedule relating to participation in 3-D Secure your Merchant number will be removed from the Visa and Mastercard Directory Servers.

(f) Verified by Visa: To participate in Verified by Visa you must not:
(i) make Verified by Visa a condition of Visa Card acceptance and you must not refuse to take non-enrolled Verified by Visa enabled Cards; and
(ii) offer different terms or conditions for Verified by Visa and non-Verified by Visa Card Sales Transactions.

(g) Verified by Visa Mark: When incorporating the Verified by Visa Mark into your Merchant website you must adhere to Verified by Visa branding requirements and Visa security requirements. These require that you:
(i) display the Verified by Visa Mark as early as the shopping experience as possible (e.g. Merchant’s home page, shopping cart);
(ii) wherever applicable, display the Verified by Visa Mark along with other Visa security or better business marks (e.g. Verisign);
(iii) on the Payment Page, place the Verified by Visa Mark next to, or very close to, the Card entry fields; and
(iv) ensure that the Verified by Visa Mark is clearly visible and not overshadowed by other elements on the page.

(h) Verified by Visa System Error: If a Verified by Visa system error occurs, the “System Error” screen would be displayed. A message on this screen would inform the Cardholder that a system error has occurred. You can either proceed without Cardholder Authentication or request another form of payment. If you proceed without Cardholder Authentication, liability for any Chargeback remains with you.

(i) Verified by Visa Chargeback Liability: By participating in Verified by Visa, you may benefit from a reduced Chargeback liability shift because the Card Issuer cannot Chargeback ‘Not authorised by the Cardholder’ Card Sales Transactions if the following conditions have been met:
(i) The purchase was successfully Authenticated using 3-D Secure protocol software; or
(ii) You tried to Authenticate the Cardholder using 3-D Secure protocol software and received an Attempt Response.

(j) No shift in liability: You will retain liability (liability does not shift to Card Issuer) for ‘Not authorised by Cardholder’ Chargebacks, which are taken at your own risk in the following situations:
(i) Card Sales Transactions made on Visa Travel, Corporate cards or Prepaid cards;
(ii) you are currently listed on the Visa Global Chargeback Monitoring Program for Chargeback level breaches, as advised by Westpac; or
(iii) the Authentication Response indicates that the links are unavailable between Verified by Visa systems and components. This is identified as an ‘Undetermined or Unable to Authenticate’ response in the Verified Enrolment Response message.

(k) MasterCard SecureCode: To participate in Mastercard SecureCode you must:
(i) always refer to Mastercard SecureCode Program by its full name, “MasterCard SecureCode”; and
(ii) display the MasterCard SecureCode mark on your website.

(l) MasterCard SecureCode mark: The MasterCard SecureCode program identifier mark must be used by participating Merchants of the Mastercard SecureCode Program, subject to the following conditions:
(i) the program identifier mark may appear in one of the three approved versions:
   (aa) full-colour version;
   (bb) linked HTML version; or
   (cc) one-colour version;
(ii) the program identifier mark may also be used in print and Internet marketing material;
(iii) the program identifier mark must be reproduced only from authorised artwork provided by Westpac on behalf of MasterCard International;
(iv) MasterCard reserves the right to review and approve all proposed use of program identifier mark; and
(v) when the program identifier mark is to be placed on your Merchant website:
   (aa) the program identifier mark is a supplemental mark recommended for use in the “trust mark” space of a Merchant website;
   (bb) the program identifier mark must not be used in place of or directly paired with the MasterCard brand mark. (The MasterCard acceptance brand mark always must be used to indicate acceptance of MasterCard cards); and
   (cc) the program identifier mark may appear on a page that displays payment options provided substantial free space between the program identifier mark and the payment acceptance marks is maintained.

(m) MasterCard SecureCode Liability Shift: MasterCard has implemented a liability shift program for Cardholder dispute reasons ‘No Cardholder authorisation’ and ‘Cardholder not recognised’ Chargebacks for SecureCode Electronic Commerce Transactions. The liability for Chargebacks for these reason types shifts from the Merchant to the Card Issuer when the following conditions have been met:
(i) the Merchant has implemented SecureCode; and
(ii) the purchase was successfully Authenticated using 3-D Secure software protocol; or
(iii) the Merchant tried to Authenticate the Cardholder using 3-D Secure software protocol secure; and
(iv) the Authorisation Request Response message reflected the Card issuer’s approval of the Card Sales Transaction.

(n) Acceptance of Risk: You accept risk and responsibility for any Cardholder disputes that result in Chargebacks for reasons where receipt or quality of goods is disputed (duplicated transactions), or a failure to abide by the Agreement, notwithstanding that the Card Sales Transaction has been Authenticated.

(o) Internet Authentication Exception Card Sales Transactions: Internet Authentication cannot be performed for the following Card Sales Transaction situations:

(i) Electronic Commerce Transactions that have been entered into the Payment Gateway product via manual intervention by you;
(ii) Cardholder purchase orders received by email; or
(iii) Cardholder purchases that have been ordered over the telephone.

(p) Authentication Records: Your Payment Gateway provider must provide you with access to view Authentication Records. Internet purchases that have been Authenticated are recorded in your Authentication logs and databases.

D. Risk Management

(a) You must maintain your existing, or implement, best practice electronic commerce risk management functions during and after the implementation of Verified by Visa and MasterCard SecureCode. These functions should include:

(i) risk management procedures already in place for Internet and electronic commerce activities;
(ii) existing policies and procedures for sensitive data storage (also known as account information security);
(iii) understanding of fraud and Chargeback risks and liabilities; and
(iv) procedures for tracking and monitoring fraud allegations and losses.

(b) Electronic Commerce Transactions have a significantly higher level of Cardholder disputes than card present transactions (i.e. retail purchases in the physical world) and other Card Not Present Transactions (e.g. mail order). The key areas you should consider for your electronic commerce business are:

(i) Website Content – Customer relationships can be strengthened by you using your website not only as a marketing tool to increase revenue, but also as a risk management tool to avoid customer disputes. This includes privacy, delivery, refund, and credit policies, as well as customer service contact information (e.g. physical address, email address etc).

(ii) Website Tracking and Analysis – By tracking and analysing website activity, you can learn more about Internet visitors and identify shopping patterns with high levels of risk exposure; and

(iii) Data Security – If you must store sensitive Cardholder information (e.g. account numbers, expiry dates, identity numbers, name and address, etc.), you must ensure that any sensitive information is stored in a secure manner (e.g. encrypted, scrambled or stored offline with appropriate access controls in place).

E. Definitions

Terms defined in the Agreement have the same meaning in this Supplementary Schedule. In addition, in this Supplementary Schedule, unless the context otherwise requires:

“3-D Secure” means Three-Domain Secure, a specification developed to standardise communication between services designed to improve the security of purchases made via the Internet, enabling Issuers to verify a Cardholder’s account ownership during an online purchase. 3-D Secure uses Secure Sockets Layer encryption to protect payment Card information.

“Attempt Response” means a message from the Visa or MasterCard Directory Server in response to a Verify Enrolment Request from a 3-D Secure Merchant, indicating that the Cardholder is not participating in an Authentication program.

“Authenticated” and “Authentication” means a process where Cardholder ownership of the payment Card account is successfully validated by the Card issuer in accordance with the Verified by Visa or SecureCode program rules and processes.

“Authentication Attempt” means Authentication was attempted by the Merchant to Authenticate the Cardholder, and an Attempt Response was received.

“Authentication Record” means a record of 3-D Secure Authentication status from a 3-D Secure Card Issuer in response to an Authentication Request from a 3-D Secure Merchant.

“Authentication Request” means a request for Cardholder Authentication from a 3-D Secure Merchant to a 3-D Secure Card Issuer. "Authentication Response" means a message formatted, digitally signed and sent from the Card Issuer via the Visa or MasterCard Directory Server to the Merchant Server Plug-in providing results of the Card Issuer’s Authentication Request.

“Authorisation Request” means a request by a Merchant to the Cardholder’s bank for confirmation that the Cardholder has sufficient credit available and the account is in good order to be able to complete the Card Sales Transaction.

“Authorisation Request Response” means a response to an Authorisation Request from the Merchant to the Cardholder’s bank via Visa or MasterCard to confirm whether the Cardholder has funds available and the account is in good order to pay for goods purchased. The Authorisation Request Response will advise whether the request was declined or approved by the Cardholder’s bank if approved the Card Sales Transaction can proceed to be processed financially.

“Cardholder Authentication” is a means of verification using Verified by Visa or MasterCard SecureCode performed by you of the person initiating an Electronic Commerce Transaction to verify that they are an authorised Cardholder of the card account.

“Electronic Commerce Merchant” means a Merchant that conducts the sale of goods or services electronically over the Internet and other open networks.

“Fully-Authenticated” means a Card Sales Transaction where the Cardholder is enrolled for Verified by Visa or MasterCard SecureCode and their password was Authenticated by the Card Issuer during the Authentication process.

“Internet Authentication Request Response” means an Electronic Commerce Transaction that has been processed via an Internet Authentication product such as Verified by Visa or MasterCard SecureCode.

“Internet Service Provider” means a company that designs and builds or hosts on behalf of the Merchant that Merchant’s web site and provides access to the Internet.

“MasterCard Directory Server” means a server operated by MasterCard using the 3-D Secure protocol, that determines whether a specific Cardholder is participating in SecureCode and directs the Authentication Request to the Card Issuer for Authentication.

“Merchant Plug-In” or “MPI” means a module integrated into the Merchants website. The module is used to process Authentication Card Sales Transactions. It is provided as part of the 3-D Secure protocol software.


“Secure Sockets Layer” means the method of encryption known in the information technology industry as “secure sockets layer” and used to keep a website page and the transmission of data to and from it, secure.

“Verify Enrolment Request” means a message sent from the MPI (Merchant Plug-In) software to the Card issuer via the Visa Directory Server to verify whether the Cardholder participates in the Authentication program.

“Verify Enrolment Response” means a message sent from the Card Issuer or the Visa Directory Server on its behalf in response to a Verify Enrolment Request. This message will indicate whether the Cardholder is or is not participating in the Authentication program.

“Visa Directory Server” means a server operated by Visa using the 3-D Secure protocol, that determines whether a Cardholder is participating in Verified by Visa and directs Authentication Requests from Merchants to the Card issuer for Authentication.