

WESTPAC MERCHANT SERVICES AGREEMENT

Important information about this document.

This document contains the terms applying to any Merchant Services we provide to you.

We recommend that you read this document carefully. If you're unsure about anything, we're happy to answer any questions. We also recommend you seek legal advice if there's anything that you don't understand in this document.



Important information about this document

In this document:

- **you** – means the business named as the ‘merchant’ in the Merchant Services Application Form. It also includes the Agents of that business. The word ‘your’ has a similar meaning.
- **we** or **us** – means Westpac New Zealand Limited. It also includes the Agents of Westpac New Zealand Limited. The word ‘our’ has a similar meaning.

Certain other words used in this document also have special meanings. We have included a list of these words in section 25 ‘Definitions’. Words that are included in the definitions section are capitalised – for example ‘Card Scheme’.

Use of examples and other additional information.


We’ve included some examples where we think it might be helpful to you.

Examples will be in a grey box like this:

Example: If you’re a finance company and a customer wants to make a payment in relation to money that’s owed to you, you can’t complete the Transaction if the customer is using a credit card. The customer must use a debit card to make the payment.

We’ve also included some additional information to bring certain important information to your attention.

This additional information is set out next to an icon like this:

-  Note that we can make changes to the Merchant Services that we offer (including by ceasing to offer services). See section 22.

These examples and additional information don’t form part of your agreement.

We’re here to help



0800 888 066



merchant@westpac.co.nz



westpac.co.nz

Contents

1. This document	4
2. Term	4
3. Merchant services	4
4. Your general obligations	5
5. Obligations in relation to transactions	6
6. Additional obligations in relation to card not present transactions	8
7. Obligations in relation to customers	8
8. Obligations in relation to terminal equipment	10
9. Equipment that we provide	10
10. Obligations in relation to get paid online	11
11. Obligations in relation to get paid portal	12
12. Obligations in relation to data breaches	12
13. Your responsibility to pay amounts	13
14. Information and privacy	13
15. Prepayments	14
16. Fees you must pay	14
17. Termination	17
18. Acknowledgement	18
19. Indemnity	19
20. When we are not liable to you	20
21. Money you owe us	20
22. These terms can change	20
23. Notices	21
24. General	22
25. Definitions	23
26. Interpretation	26

1. This document

This document sets out the terms that apply to any Merchant Services that we provide to you.

These terms apply even if we started providing Merchant Services to you before the effective date of these terms.

Your agreement with us is made up of:


- These terms.
- Any supplementary schedule that relates to the specific Merchant Services we're providing to you.
- Any variation document, Update Form, or other change we have given to you or agreed with you.
- Your Merchant Services Application Form.
- The obligations we owe each other under any EFTPOS Services Agreement that we have both entered into with Worldline (also known as Paymark Limited).
- Any changes we both agree to in writing.

These terms include some obligations on you that relate to the Card Scheme Rules. These are included because our obligations to the Card Schemes require that we include them. Please contact us if you have any questions about this.

2. Term

Your agreement will begin on the date that we first start providing you with Merchant Services (we'll let you know when this has happened in writing). It will continue for an initial term of 12 months.

At the end of this initial term your agreement will automatically renew for a further period of 12 months. At the end of each period, it will continue to renew in this way. You can give us 30 days' notice to terminate your agreement at any time.


 See section 17 'Termination' for further information on termination – including information on our rights to terminate.

You may request to us to provide Merchant Services that we haven't originally agreed to on your Merchant Services Application Form. If you do this and we agree, your agreement, including these terms (and any relevant Supplementary Schedules) will apply to any of these additional Merchant Services that we provide to you.

3. Merchant services

3.1 We'll provide you with:

- The Merchant Services that we have agreed to in your Merchant Services Application Form.
- Any additional Merchant Services that we have otherwise agreed to provide to you.

 Note that we can make changes to the Merchant Services that we offer (including by ceasing to offer services). See section 22 'These terms can change'.

3.2 Where we provide you with Get Paid Online, we grant to you a non-transferable, revocable, non-exclusive, non-sublicensable licence to:

- Use Get Paid Online and
- Install Get Paid Online within your own infrastructure

solely to process Transactions as part of the New Zealand-based operations of your business.

3.3 When a valid Transaction is completed, we'll pay an amount equal to the amount of the Transaction to your Settlement Account.

At the end of each month, we'll send you a statement of all the valid Transactions we know about which you've entered into during that month. If we miss one or make a mistake, we'll address it in a later statement.

We won't make any payment, credit any account, or do anything else in relation to a Transaction that we know isn't valid.

3.4 A Transaction is not valid if any one of the following is true:

- The sale the Transaction relates to is illegal or is not permitted under the relevant Card Scheme Rules.
- You haven't properly verified the Cardholder's identity in accordance with your agreement.
- You haven't received confirmation that the Transaction has been accepted. If a Transaction is completed through a terminal, the terminal must have displayed the word 'ACCEPTED'. For E-Commerce Transactions, the payment page must have displayed that the Transaction has been accepted.
- The card used for the Transaction has been cancelled or suspended.

- The Transaction is not genuine or is fraudulent or otherwise not authorised by the Cardholder.
- You process a Transaction (other than a Card Not Present Transaction) without the Card and Cardholder being present.
- You process a Transaction with a Card you were advised not to accept .
- The Transaction is a duplicate Transaction processed in error.
- A Customer Receipt has not been issued for the Transaction.
- You haven't complied with your obligations under your agreement in relation to the Transaction.


3.5 Also, in certain circumstances we may

- refuse to accept a Transaction or
- reverse or charge back the Transaction to you by debiting your account.

We can do either of the above if any one of the following happens:

- The Transaction is not valid.
- The Cardholder makes a claim for a Chargeback under the relevant Card Scheme Rules.
- The Cardholder disputes their liability for the Transaction for any reason.
- The Transaction is charged back to us by the Card Issuer or any other third party involved in processing the Transaction.
- You haven't provided the goods or services in relation to the Transaction.

4. Your general obligations

 **This section sets out some of your obligations that affect most or all aspects of the Merchant Services that we'll provide to you.**


You agree you'll always comply with all documents that form part of your agreement (these documents are listed in section 1 'This Document').

You also agree to the following general obligations to us:

4.1 You'll keep your Settlement Account open at all times (unless we agree with you that you don't need to).

4.2 Your Settlement Account will be held with us (unless we agree with you that it can be with another bank);

4.3 You'll provide us with all information, documents and assistance we reasonably request from you in relation to your agreement or to the Merchant Services we provide to you. We may request copies of Transaction Records and any written permissions you hold in relation to Recurring Transactions.

 If your business accepts Prepayments, additional information will be required. See section 15 'Prepayments'.

4.4 You'll allow us or any relevant Card Scheme access to your premises if we or they reasonably request this. We'll only request access:

- To check your compliance with your agreement (including compliance with information security standards.)
- For reasons related to the relevant Card Scheme Rules.

If we do require access, we'll give you reasonable notice and request access during normal business hours. You also agree to ensure that any of your Agents provide access if we or a Card Scheme request it in the circumstances listed above.

4.5 You'll allow us and any relevant Card Scheme to inspect your accounts and records (including records in relation to Transactions and refunds). You also agree to ensure that any of your agents allow us to inspect your accounts and records if we or a Card Scheme request it in the circumstances listed above.


4.6 You'll give us at least 10 Business Days' notice before you change:

- Your place of business.
- Your ownership or management.
- Your business name.
- The type of goods or services your business provides.
- Your status as a member of an Association.

4.7 You'll promptly notify us of any change to your financial position which is likely to affect your ability to perform your obligations under your Agreement.

4.8 You'll comply with the Card Scheme Rules that apply to the Merchant Services that we provide you. You also agree to participate and assist with any investigation in relation to your compliance with Card Scheme Rules.

4.9 You'll comply with all obligations you have under any agreement you've entered into with network or gateway providers in relation to any Merchant Services that we provide to you.

 These are some examples of network and gateway providers:

- Paymark (Worldline).
- Verifone (EFTPOS New Zealand).
- Windcave.
- MPGS (Mastercard).
- CyberSource (Visa).

4.10 You'll comply with all other reasonable requirements that we have in relation to the Merchant Services we provide you and Transactions you process.

We can let you know of other requirements by any means, including by letting you know in person, by publishing information on our website or by including the information in another document, like the Merchant Guide.

4.11 You'll comply with all laws or other rules affecting our relationship with you or the Merchant Services we provide under your agreement, including Privacy Laws.


4.12 You'll provide us with a direct debit authority unless we let you know that we don't need this. We'll provide you with the form. You agree not to terminate or revoke it unless your agreement is terminated and you've paid everything you owe us under your agreement.

4.13 You'll be responsible for ensuring that Terminal Equipment we provide or Get Paid Online is appropriate for, and compatible with, your requirements.

5. Obligations in relation to Transactions

You agree to the following obligations to us in relation to Transactions:

5.1 You'll only process Transaction types that we have agreed to in your Merchant Services Application Form (or that we have otherwise agreed that you can process).

 This obligation is very important for Card Not Present Transaction types. Note that we may make changes to the Transaction types that you can process – see section 22 'These terms can change'.

5.2 You'll only process Transactions that are entered into as part of the business that you've told us about. This is

- the business that you've described in the 'Business Details' section of your Merchant Services Application Form
- or
- a business that we've agreed to in an Update Form.

5.3 You won't process a Transaction using your own Card.

5.4 You won't accept payments on behalf of another person or business.

5.5 You won't complete a credit card Transaction if it relates to the payment (or refinancing) of a customer's existing debt.

Example: If you are a finance company and a customer wants to make a payment in relation to money that is owed to you – you cannot complete the Transaction if the customer is using a credit card. The customer must use a debit card to make the payment.

5.6 You won't complete any Transactions where cash is to be provided to the customer except where the customer is using a debit card.

5.7 You won't charge a fee in exchange for providing cash as part of a Transaction.

5.8 For refunds:

- You may only give a customer a refund if you've seen a valid proof of purchase.
- Refunds must be completed in accordance with the Merchant Guide.
- You must not provide cash as a refund.
- The amount of the refund must not exceed the original Transaction value.
- You must process the refund to the same Card (and use the same 'Facility') that was used for the original Transaction.

5.9 The total amount of goods or services purchased at one time by a customer must be completed in a single Transaction.

5.10 You must obtain permission from the customer before the first Recurring Transaction takes place. This permission must be in writing – for example in an email, other electronic form or in paper form and you must retain it for at least 18 months after the last Recurring Transaction takes place. We can ask for a copy of any written permission at any time

5.11 You won't complete any Transactions that are prohibited by the rules of the relevant Card Scheme.

5.12 Except for

- Card Not Present Transactions
or
- Contactless Transactions with a value less than or equal to the relevant limit for contactless payments for that Card,
you must verify the Cardholder's identity by either;
- Having the Cardholder enter the correct PIN into the Terminal
or
- Having the customer sign the Customer Receipt, and checking that the signature matches the signature on the Card.

5.13 Pre-authorised Transactions must be completed in accordance with the Merchant Guide.

5.14 You won't allow a customer to complete a purchase by multiple Transactions (or purchase items separately) to avoid the need to enter a PIN or provide a signature.

5.15 You won't set a minimum or maximum amount for a Transaction.

5.16 You won't ask a Cardholder to reveal their PIN.

5.17 All Transactions must be completed in accordance with the Merchant Guide. Note some network or gateway providers you choose may process pre-authorised Transactions and/or EOV Transactions as credit transactions, and you'll be charged the Merchant Service Fee for credit transactions as a result. Get in touch with us or your network or gateway provider if you need more information.

5.18 You won't complete an EOV Transaction with a UPI Card.

5.19 You won't accept or transmit any Card payment details via email.

5.20 If you operate in the following industries

- accommodation
- rental vehicles
- airlines
- cruise lines
- travel agents

then you'll comply with any additional requirements we have in relation to all Transaction types that you offer. We also might introduce additional requirements for merchants in other industries. These additional requirements are set out in the Merchant Guide.



We currently have additional requirements in relation to:

- Guaranteed Reservations
- Advance Deposits
- Priority Check-out Services
- Transaction Records and Customer Receipts for these types of Transactions.

6. Additional obligations in relation to Card Not Present Transactions

Card Not Present Transactions have a greater risk of fraud, errors or other misuse of Cards than Transactions that are completed where the Cardholder and Card are both present. If you want to complete Card Not Present Transactions, it's important that you understand this increased risk.

i Card Not Present Transactions have additional obligations. One of the reasons for this is the increased risk of fraud or errors when the Card and customer are not both physically present with you at the time a transaction is completed. This is particularly the case for E-Commerce Transactions. See sections 12 'Obligations in relation to Data Breaches' and 20 'When we're not liable to you'.

You agree to the following obligations in relation to Card Not Present Transactions:

6.1 You'll comply with all risk management requirements in the Merchant Guide and Merchant Risk Hub, and all other reasonable requirements that we have in relation to risk management practices. There are additional requirements for E-Commerce Transactions.

i It's important that you manage risks carefully. As part of these requirements, you'll need to have the following:

- Risk management procedures and fraud control measures in place.
- Policies and procedures for data storage that comply with PCIDSS.
- An understanding of fraud and Chargeback risks.

6.2 You'll comply with any additional requirements we have in relation to all Card Not Present Transaction types that you process. These additional requirements are set out in the Merchant Guide and Merchant Risk Hub.

i We currently have special requirements in relation to:

- E-Commerce Transactions.
- Delayed Delivery Transactions.

Note that some of our requirements in relation to E-Commerce Transactions relate to the information that must be displayed on your website.

6.3 You'll comply with all requirements that we have in relation to Internet Authentication and Internet Authentication Products. This includes requirements in relation to which Internet Authentication Products may be used. These additional requirements are set out in the Merchant Guide.

i Internet Authentication is software used to verify the authenticity of a Card for an E-Commerce Transaction. We have specific requirements in relation to some types of authentication such as third party and custom authentication products.


Further information is also available about the potential risk and benefits to you of using Internet Authentication.

7. Obligations in relation to customers

You agree to the following obligations to us in relation to customers:

7.1 If you accept any Cards bearing the brand of a particular Card Scheme, you must accept all Cards that bear the brand of that Card Scheme (unless accepting the Card or completing the Transaction would be in breach of your agreement).


Example: if you accept Mastercard Cards you must accept all types of Mastercard Card, including both credit and debit card. You also can't refuse to accept a Mastercard Card based on which bank or institution has 'issued' the Card.

 Although there are circumstances where you can't refuse to accept a Card, you can encourage or incentivise customers to use particular payment methods in favour of others – including by using promotions or financial incentives.

7.2 You won't add any Surcharge Fee when a customer chooses to pay with a Domestic Debit Card (as opposed to other types of Card) unless you're required to by law.

7.3 If you add a Surcharge Fee to your normal prices when a customer chooses to pay with a Card (or a specific type of Card), you'll comply with all requirements that we have in relation to charging Surcharge Fees as set out in the Merchant Guide. One requirement is that you must let the customer know about the Surcharge Fee (including the amount and in what circumstances it's charged) before the Transaction is completed.

7.4 You'll ensure that all Customer Receipts and Transaction Records comply with all our requirements – including requirements to include certain information. A full description of our requirements (including the information that must be included) is available in the Merchant Guide.

 We have specific requirements for Customer Receipts for different Transaction types, including for different types of Card Not Present Transactions.

7.5 You'll ensure that any Cardholder Information and Transaction Record you have is always kept securely and not released to anyone else (except as allowed under your agreement). You must also comply with the Payment Card Industry Security Standards, including the Payment Card Industry Data Security Standard ('PCIDSS').

 For details of PCIDSS contact us at pci.dss.compliance@westpac.co.nz or visit the PCI website at pcisecuritystandards.org

7.6 You won't use Cardholder names, numbers or any other information appearing on any Card for any purpose other than for completing the Transaction (or as specifically required by law).

7.7 You won't provide or disclose any customer name or other information received in connection with a Transaction to anyone else except:

- To us.
- To the Card Issuer.
- To the relevant Card Scheme.
- As required by law.

7.8 You'll retain a copy of all Transaction Records for at least 18 months.

7.9 You'll never return the full Card account number to the Cardholder (including through online means or on a Customer Receipt).


7.10 You'll complete any destruction or disposal of Cardholder Information or Transaction Records in a secure manner so that no one else can access the information.

7.11 You won't indicate to anyone that we're associated with or endorse you or any of your goods or services. You also agree not to make any statement to anyone that suggests that we or a Card Scheme have any obligation to a customer.

7.12 You'll make the following things clear to customers:

- Your identity and/or trading name.
- The fact that you have full responsibility for the Transaction as well as for the goods and/or services that you're providing.
- Your terms and conditions of sale.
- Your contact information and/or customer service contact details.
- Information about how any disputes can be resolved.

7.13 If a dispute arises between you and a Cardholder, you'll try to resolve the dispute without our involvement.

 We're not a party to any agreement or disputes made between you and a Cardholder. Our role is only to provide Merchant Services to you.

7.14 You'll have a policy in place to deal with exchanges or return of goods you sell. You agree you'll make this policy available to customers, so they are aware of the terms.

7.15 You'll provide a Customer Receipt at the time when a Transaction is completed (except for E-Commerce Transactions). For all E-Commerce Transactions, a Customer Receipt must be provided at the time that the goods are delivered, or services are performed.

8. Obligations in relation to Terminal Equipment

8.1 You agree to the following obligations to us in relation to Terminal Equipment:

- You'll only use Terminal Equipment in accordance with your agreement.
- You'll take reasonable care of Terminal Equipment, to keep it safe from interference, unauthorised use, damage, loss or theft.
- You'll promptly notify us if any Terminal Equipment is lost, stolen, damaged or tampered with.
- You'll comply with any equipment user guide the provider of the Terminal Equipment supplies to you.
- You'll only use Terminal Equipment that's been approved by Payments New Zealand.
- You'll only use Terminal Equipment (and associated software) that complies with EMV and 3DES Card Scheme security standards.

9. Equipment that we provide

9.1 We may provide you with equipment (including Terminal Equipment) or other items (like promotional material or operating guides and manuals) in connection with the Merchant Services we're providing to you. We'll take reasonable steps to maintain Terminal Equipment in good working order, however we don't give you any assurances that our Terminal Equipment will be compatible with any of your other software or hardware or that it will be free from errors or disruption.

9.2 We may suspend the use of our Terminal Equipment for the purposes of maintenance and/or technical upgrades. Where it's reasonable to do so we'll give you notice prior to any outage. Note that in some circumstances it may be reasonable to give no notice (for example if the upgrades are necessary for security reasons).

9.3 Any equipment or items that we provide will remain our property at all times.

9.4 You agree:

- That if your agreement comes to an end (for any reason) you'll promptly return all equipment and items to us. If we reasonably request it, you'll provide us with access to your premises to allow us to recover any equipment or items.
- You'll keep all equipment and items at your place of business.
- You'll take reasonable care in relation to all equipment and items, to keep them safe from interference, damage, loss or theft.
- You won't sell (or attempt to sell), hire-out or let anyone else have or use any equipment or items unless we confirm you may.
- You'll promptly notify us if any equipment or items are interfered with or becomes damaged, lost or stolen.
- You'll reimburse us for any reasonable costs we incur to repair or replace any equipment or

items if the equipment or items are damaged or need to be repaired or replaced because you haven't complied with this clause.

- You'll inform us as soon as reasonably possible of any fault in our Terminal Equipment by calling **0800 888 066**. If we can't resolve the fault, you'll be sent new Terminal Equipment overnight, and we'll arrange courier services for you to return the faulty Terminal Equipment to us.

10. Obligations in relation to Get Paid Online

10.1 You agree:

- You'll comply with our reasonable instructions, the Merchant Guide and any user guides that we provide you relating to the use of Get Paid Online. You'll display any notice of terms of use or warning notices on Get Paid Online as reasonably requested by us. We may stop your use of Get Paid Online if you do not comply with these requirements, particularly in relation to updates or security.
- We may change the format, functionality or content of Get Paid Online at any time. However, we won't make any change that reduces the overall functionality and purpose of the service. You'll promptly download any updates to the Get Paid Online software that are released by us or Westpac's Suppliers.
- You won't reproduce, copy, adapt, decompile, reverse engineer, modify, develop, use for promotion or otherwise deal with Get Paid Online, or any intellectual property rights of Westpac's Supplier or us otherwise than in accordance with this agreement. You can make a reasonable number of copies of the software used in Get Paid Online for backup and disaster recovery purposes only. Such copies must clearly acknowledge our intellectual property rights or those of Westpac's Supplier.
- You won't use Get Paid Online in any manner which has the effect of causing unnecessary interference or disruption of our business operations or which results in repetitive processing of Transactions with no commercial purpose.
- You are responsible for verifying whether your infrastructure is suitable for the proper functioning of Get Paid Online and will arrange for

the installation and integration of Get Paid Online with your infrastructure at your own expense. You're responsible for any equipment, service and software required for you to connect to and use Get Paid Online.

- You'll take reasonable steps to protect Get Paid Online from any computer viruses and unauthorised access, and ensure the security of your systems which access Get Paid Online.
- While we'll use reasonable care to maintain Get Paid Online in good working order, we don't give you any warranty that Get Paid Online (including any Cardholder Information generated through Get Paid Online) will be free from error or disruption. You accept that Get Paid Online may be affected by outages, faults or delays, which may be caused by many factors, including technical difficulties with software, equipment or systems, the internet or infrastructure failures.

10.2 We may suspend your right to use Get Paid Online for the purposes of maintenance and/or technical upgrades. Where it's reasonable to do so we'll give you notice prior to any outage. Note that in some circumstances it may be reasonable to give no notice (for example if the upgrades are necessary for security reasons).

10.3 You won't allow any material on your website, or produced through your website or Get Paid Online, which:

- Breaches the intellectual property rights or privacy of any person.
- Breaches any law.
- Is or may be taken to be inappropriate, harmful or offensive.

10.4 You'll let us know as soon as reasonably possible if:

- Any outage of Get Paid Online occurs (other than scheduled maintenance) or any issue arises with the installation or integration of Get Paid Online into your infrastructure.
- Your device that accesses Get Paid Online is lost, compromised or stolen.
- You become aware of any person infringing the intellectual property rights associated with Get Paid Online.
- Any third party makes a claim against you alleging infringement of intellectual property rights associated with Get Paid Online.

11. Obligations in relation to Get Paid Portal

- 11.1** You may enable your agents as Authorised Persons to access the Get Paid Portal in accordance with the process set out in the user guides.
- 11.2** You're responsible for ensuring that Authorised Persons keep log-in information and passwords secure and are not disclosed to any other person.
- 11.3** You must:
- Not allow anyone other than Authorised Persons to access the Get Paid Portal.
 - Ensure all Authorised Persons are aware of and comply with the terms of your agreement and the Merchant Guide.
 - Have appropriate processes in place to reduce the risk of fraud.
 - Notify us as soon as reasonably possible if:
 - Any log-in information or password is compromised, disclosed, or used without authority and cease to use the affected credentials.
 - You become aware of any unauthorised transaction or error on an account connected with the use of the Get Paid Portal.
- 11.4** You agree that you're liable for the actions and use of Get Paid Online by your Authorised Persons.
- 11.5** We make every reasonable effort to ensure that reporting and data made available through the Get Paid Portal are current, complete and accurate.
- 11.6** You must notify us promptly if you identify any errors, inconsistencies, or other discrepancies.
- 11.7** We don't give you any representation or warranty that the reporting and data functions of the Get Paid Portal can be used to satisfy any of your legal, audit, compliance, risk or other requirements.

- 11.8** You must have consent from your customers to send them any communication generated by the Get Paid Portal. By using this service, you authorise us to send any communications on your behalf.

12. Obligations in relation to Data Breaches

- 12.1** A Data Breach is where you know or suspect that there has been unauthorised access to or disclosure of confidential Card payment details in relation to your business.



Note that it can still be a Data Breach even if you're not certain that there's been unauthorised access or disclosure. Even when you only suspect it has occurred this is still a Data Breach.

- 12.2** You must have an 'Incident Response Plan' in place at all times. This plan must set out the procedures and actions that you'll take in the event of a Data Breach.




More information in relation to Incident Response Plans is available online at our [Merchant Risk Hub](#).

- 12.3** If a Data Breach occurs, you must:

- Promptly report the Data Breach to us.
- Take all appropriate action to minimise the risk to customers. This might mean you need to stop accepting Transactions until such time as investigation and rectification of the Data Breach is completed.
- Follow your Incident Response Plan.
- Keep records of all actions that you take in relation to the Data Breach.
- Provide us with all records and other data that we reasonably request in relation to the Data Breach or affected Card accounts.
- Assist us (or any Card Scheme) with any enquiries or access that we require or request in relation to the Data Breach – including

access to your (or your Agent's) premises and systems. This may include access to 'outsourced' components, such as databases and web hosting systems.

- Complete PCIDSS accreditation before resuming or continuing to process Transactions after a Data Breach.

 If there's a Data Breach you may have to pay us money if we suffer costs or losses. See section 19 'Indemnity' for further information.


13. Your responsibility to pay amounts

13.1 You agree that you're responsible for paying the following:

- The full amount of any valid Chargeback that's claimed by a customer. Whether a Chargeback is valid is set out in the relevant Card Scheme Rules.
- The amount of any refund provided by you.
- Any amount that's credited to your Settlement Account by mistake. If a significant time has elapsed since the funds were credited, we'll let you know before asking you to repay the funds.
- Any stamp duty or other government charge that we incur in connection with your agreement.
- Any other amount you owe to us under this agreement.

13.2 You won't be responsible for paying any amounts that have arisen from our fraud, negligence or wilful misconduct.

13.3 You authorise us to debit your account in relation to these amounts at any time they are payable.

 If for any reason we don't deduct any amount, you still need to pay the amounts to us separately.

14. Information and privacy

14.1 You agree that we can collect information about you and create and hold records in relation to you and your business.

We can collect information about you from any of the following:

- Credit reporting agencies or credit rating agencies.
- Your Settlement Account Bank.
- Your customers.
- Your employees, Agents or advisers.
- Any person or entity that we reasonably consider can verify, or validly comment on, your creditworthiness or any information you've given to us.

You authorise these persons to provide us with information that we request (for reasons related to the Merchant Services provided to you under your agreement).

14.2 You agree that we may share any information about you to any person that we have appointed to

- exercise our rights under your agreement or
- assist us to comply with our obligations under your agreement.

14.3 We may disclose information about you to the following persons (for reasons related to the Merchant Services provided to you under your agreement):

- Any relevant Card Scheme.
- Your Settlement Account Bank.
- A customer.
- A person or business that provides you with Terminal Equipment or a Payment Gateway.
- Financial intermediaries or finance companies.
- Credit reporting agencies or credit rating agencies.
- Debt collection agencies (or any person trying to collect amounts that you owe us under your agreement).
- A person or business that's been appointed (by us or a Card Scheme) to investigate or monitor your compliance with Card Scheme Rules.

- The operator of the network you use to process your Transactions.
- Any Government or Government agency.
- We may also disclose information to another bank for the purpose of protecting the integrity of the banking system.

Example: We may consider disclosing your information to another bank where there's a high incidence of Chargebacks or fraud at your business.

14.4 You agree that we may use information about you for all purposes in relation to your agreement or to the Merchant Services that we provide to you.


We may also use information to complete credit checks and for the purposes of market research.

14.5 We may collect Personal Information about you or your customers in the course of providing Merchant Services under your agreement. Any Personal Information will be used in accordance with our Privacy Policy (available at westpac.co.nz).

14.6 You agree to only provide us with Personal Information that's been collected in accordance with applicable Privacy Laws.

15. Prepayments

15.1 If we have agreed with you that your business can accept Prepayments, the conditions in this section apply.


 Businesses in the following industries often process Prepayment Transactions:

- Travel agents/tour operators.
- Airlines.
- Hotels and accommodation providers.
- Cruise lines.
- Insurance.
- Gyms and health clubs.

If you have any questions or think your business may need the ability to process Prepayment Transactions, please contact us.

15.2 You agree to provide us with any financial and other information that we reasonably request to help us understand your financial position and viability. We'll provide you with our requirements either by communicating directly with you or by posting information on our website.


15.3 We may require that someone provides us with a guarantee or security in relation to your obligations to us. If we do request this you must ensure that this guarantee or security is provided if you want to continue to accept Prepayments.

 Providing a guarantee or security will mean additional documents will need to be signed.

15.4 You agree to promptly tell us if you're having difficulties in honouring obligations to customers to provide goods or services. You also agree to promptly tell us if there is (or you expect that there will be) a significant increase or decrease in the amount of Prepayment Transactions that you expect to complete.

15.5 We may stop allowing you to complete Prepayment Transactions at any time. This may be as a result of our review of you, your financial position, or of the Merchant Services that we're providing to you. We'll only stop allowing you to complete Prepayment Transactions if we reasonably consider that there's a material increase in our risk.

16. Fees you must pay

 This section sets out information in relation to the fees that you must pay to us in relation to the Merchant Services that we'll provide to you.

You agree to pay us the fees set out in this section which apply to the Merchant Services that we provide to you. This includes the Merchant Service Fee as well as other fees.

Merchant Service Fee.


16.1 The Merchant Service Fee is a monthly fee that's made up of amounts calculated in respect of transactions that you process over the course of a month.

The Merchant Service Fee is calculated based on the value of the Transactions.

The relevant rates for each Transaction type are set out in the Merchant Services Application Form. The Merchant Services Application Form will also set out whether your fee is to be calculated on a 'Blended', 'Interchange Plus' or 'Interchange Plus Plus' basis.


Further details on how your Merchant Service Fee is calculated are available on our website. This includes an explanation of what we mean when we use the terms 'Blended', 'Interchange Plus' and 'Interchange Plus Plus'.

We can make changes to our website and any information relating to the Merchant Service Fee.

 Note that we can make changes to the Merchant Service Fee (including how we calculate it – see section 22 'These terms can change').

You may have an arrangement with a Payment Gateway provider where a fee charged by the provider is collected by us. If this is the case, we collect it at the same time as when we collect the Merchant Service Fee and pay it separately to the provider.

16.2 You agree to pay the Merchant Service Fee on the 15th day of each month. We'll automatically deduct the Merchant Service Fee from your Settlement Account on the day it's payable.

 If for any reason we don't deduct the amount of Merchant Service Fee when it's due, you're still liable to pay it to us separately.

Minimum Monthly Fee.

16.3 Your Merchant Service Fee can't be below the 'Minimum Monthly Fee' that's set out in your Merchant Services Application Form. This means that, even if you haven't processed any Transactions, your Merchant Service Fee will always be at least the amount of the 'Minimum Monthly Fee'.

Rate changes and changes to merchant services.

16.4 In certain circumstances we can:

- Change the rate (or rates) that apply to Transactions you complete which are a part of your Merchant Service Fee.
- Make changes to the Merchant Services that we provide to you (including setting up a separate Facility).

We can make these types of changes to all or some of the facilities that you have.

16.5 We'll only make these changes if one of the following things happen:

- You change a processing method or change Payment Gateway provider.
- The nature, volume, or size of Transactions that you process is significantly different to what you've told us in your Merchant Services Application Form. This might also be where the proportion of Transactions completed by different processing methods is different to what you've told us.

Some examples of when we can make these changes in this section are as follows:

- If the number of PAN Entry and MOTO Transactions processed by you is more than 5% of the total number of EFTPOS transactions that you process in any three-month period.
- If we've agreed to E-Commerce as your processing method and the number of MOTO Transactions processed by you is more than 5% of the total number of E-Commerce Transactions that you process in any three-month period.
- If the percentage of international cards you process exceeds 15% of the total number of Transactions that you process in any three-month period.
- If we've agreed to E-Commerce / Recurring as your processing method and the number of non-recurring Transactions processed by you is more than 5% of the total number of E-Commerce Transactions that you process in any three-month period.


Our Terminal Equipment Fees.

- 16.6** Some fees in addition to the fees set out in your Merchant Services Application Form may apply to Terminal Equipment that we provide to you.
- 16.7** If you don't return a faulty item of our Terminal Equipment within 30 days of us sending you the new Terminal Equipment, we'll charge you a fee of \$199 plus GST for Get Paid On the Go Terminal Equipment or a fee of \$299 plus GST for Get Paid Instore – Anywhere and Integrated Terminal Equipment.
- 16.8** If we reasonably consider you've damaged an item of our Terminal Equipment outside of normal wear and tear, we'll charge you a fee of either the reasonable costs of repairing the Terminal Equipment or \$199 plus GST for Get Paid On the Go Terminal Equipment or a fee of \$299 plus GST for Get Paid Instore – Anywhere and Integrated Terminal Equipment (whichever is lower).
- 16.9** If you don't return any item of our Terminal Equipment within 30 days of the service being terminated, we'll charge you a fee of \$199 plus GST for Get Paid On the Go Terminal Equipment or a fee of \$299 plus GST for Get Paid Instore – Anywhere and Integrated Terminal Equipment.
- 16.10** A minimum period charge applies to our Terminal Equipment (see clause 17.3 below).

Other fees.

- 16.11** Various other fees (in addition to the Merchant Service Fee) can apply to the Merchant Services we provide to you. These can include:
- Amounts that are payable on a one-off basis – for example establishment fees.
 - Amounts that are payable on a regular basis – for example monthly account maintenance fees.
 - Amounts that are payable on a 'per Transaction' or 'per login' basis.

These fees that apply to you, and the amount of the fees will be set out in your Merchant Services Application Form. Note that the fees in this section don't include amounts that are part of the Merchant Service Fee.

 Note that we can make changes to the fees that can apply – see section 22 'These terms can change' for further information.

- 16.12** If you're a member of an Association, you may be eligible for a preferential rate to be applied when your Merchant Service Fee is calculated.

The conditions in this section apply in relation to Association members and the preferential rates that may apply.

- 16.13** You agree to provide us with any details or evidence that we reasonably require to establish that you're a member of the relevant Association.

If we establish that you're a member, we'll let you know the preferential rate that will apply to you while you're a member. We'll also let you know when the rate will apply from.

We may require that you provide further details or evidence if we need to confirm your membership status at a later date.

- 16.14** You must promptly let us know if you're no longer a member of the Association.

If you're no longer a member of an Association, the preferential rate will no longer apply.

The new rate will be the usual rate for a merchant that has the same type of business, size and volume of transactions as you do.

If any part of a Merchant Service Fee was calculated on the basis of the preferential rate for a period when you weren't a member of the Association, you must pay the difference to us.

17. Termination

i This section sets out the circumstances where you or we can terminate your agreement. It also includes some other terms that relate to termination.

How you may terminate your agreement.

17.1 You can terminate your agreement or ask us to stop providing any Merchant Services to you at any time. You must give us at least 30 days' notice.

17.2 You can let us know that you would like to terminate by contacting the Westpac Merchant Services Team by email, post or phone. You can either

- complete and send a 'Closure Form' by email to merchant@westpac.co.nz or by post to P.O. Box 934, Shortland St, Auckland 1140, Attention: Merchant Services
- or
- call **0800 888 066** and inform Westpac Merchant Services that you intend to terminate your agreement.

Any termination under this clause will take effect 30 days after the notice or communication is received by us – unless you've specified a later date.

17.3 To cover minimum supplier charges on any Terminal Equipment we provide to you, a minimum term of six months will apply. If you wish to terminate any of your agreements in relation to Terminal Equipment within the first six months you'll be charged the monthly fee for each item of Terminal Equipment we provide, for any remaining months within the minimum term.

When we may terminate your agreement.

17.4 We may terminate or suspend

- your agreement
- or
- any EFTPOS Services Agreement that we have both entered into with Worldline (also known as Paymark Limited) if you breach a term of your agreement.

However, we'll only exercise this right to terminate for a breach where

- the circumstances are likely to materially increase our risk (for example if there's reputation risk to us, a Data Breach, or a data or systems security issue)
- or
- If we are required to terminate under any relevant Card Scheme Rules. We may consider that the combined effect of multiple breaches (or a failure by you to fix a breach that we have asked you to fix) is that our risk is materially increased.

17.5 We may also terminate or suspend your agreement if:

- You become bankrupt or insolvent, or if any person takes formal steps to make you bankrupt or insolvent or to have a statutory manager appointed.
- There's a material change in your ownership or control.
- You're subject to any investigation by a Card Scheme, any government agency (including Police or a regulatory body), or any third party relevant to the Merchant Services that we provide to you.

Example: This includes where you are subject to any investigation in relation to your compliance with laws or with PCIDSS.


17.6 We can also terminate your agreement in other circumstances if we believe it's reasonable for us to do so.

Example: We may exercise our right to terminate if we consider that continuing to provide you with Merchant Services may damage our reputation or create a reputational risk for us. This is the case even if you don't agree with our opinion or decision.

17.7 If we reasonably consider that your use of our Terminal Equipment or Get Paid Online is or is likely to be used fraudulently or in a way that jeopardises the security and integrity of our Terminal Equipment, Get Paid Online or our systems, we may transfer Transaction settlement proceeds to a suspense account pending investigation.

In most cases we'll give notice if we terminate.

17.8 In most cases we'll give you at least 30 days' notice before we terminate or suspend your agreement. However, we may give you less than 30 days' notice (or even no advance notice) if it's reasonable for us to do so in the circumstances.

 Sometimes we may need to act quickly when exercising termination or suspension rights – for example if there's a potential data compromise, potential fraud, or a systems security issue.

17.9 There are certain circumstances where we'll assume you wish to terminate or stop using the Merchant Services we're providing, even when you haven't given us a notice of termination.

We'll treat it as if you've given us a notice of termination if you

- start processing all your merchant transactions with another supplier instead of with us
or
- stop processing Transactions altogether (or the volume of Transactions is reduced significantly) and we reasonably conclude that you no longer want us to provide Merchant Services under your agreement – this might be because you have stopped communicating with us or because you are no longer actively trading.

17.10 When your agreement is terminated you must as soon as reasonably possible:

- Return all equipment (including Terminal Equipment) or other items (like promotional material or operating guides and manuals) that we provided to you.
- Stop using or displaying any Card Scheme Mark or Get Paid Online (including uninstalling and deleting any software associated with Get Paid Online).
- Pay anything you owe us under your Agreement.
- Carry out any other reasonable directions we may give in connection with your agreement.

17.11 If you're party to an EFTPOS Services Agreement, that agreement will be terminated if you start to process any transactions through the EFTPOS New Zealand Network. Any Transactions processed through our Terminal Equipment or through Get Paid Online are processed through the EFTPOS New Zealand Network.

Survival of certain terms.

17.12 All of your and our rights and obligations continue to apply up to the date of any termination.

Also, even after your agreement is terminated, the terms listed in the following table will continue to apply:

Clause number	What the clause relates to:
4.3	Providing us with information
4.4	Allowing us access
5.8	Refunds
7.5	Security of Cardholder Information
7.7	Not disclosing Cardholder Information
7.8	Retaining copies of Transaction Records
7.10	Disposing of Cardholder information in a secure manner
7.14	Exchange / Refund Policies
12.2	Maintaining an Incident Response Plan
13	Your responsibility to pay amounts
14	Information and Privacy
15	Prepayments
16	Fees you must pay
17.12	Survival of certain terms
19	Indemnity
20	When we're not liable to you
21	Money you owe us
24.1	Assignment
24.3	Financial crime
24.7	Governing Law

i Many of these clauses relate to protection and procedures around customer information and payment information that need to continue after your agreement is terminated. Some of the other clauses relate to your obligations around refunds and Chargebacks. We recommend that you consider this list of clauses carefully.

18. Acknowledgement

18.1 We each confirm that we're in trade, that the Merchant Services provided and acquired under your agreement are provided and supplied in trade, and that the provisions of the Consumer Guarantees Act 1993 will not apply.

We don't give you any warranty, representation or assurances in relation to

- the creditworthiness of a Cardholder or
- the accuracy or the reliability of the Card Payment System.

18.2 We may ask you to display certain advertisements or promotional materials. You agree to comply with all reasonable requests from us to display these materials in the way we ask you to.

18.3 If you wish to use advertisements or promotional materials that include a Card Scheme Mark you must first get our prior written approval (except where we have requested you to use the material).

19. Indemnity

19.1 You agree to 'indemnify us' in certain circumstances.

i Indemnifying us' means paying amounts to us if we incur certain losses, costs or expense. Normally this will mean you need to pay us the amount of the loss, cost or expense so that we're not disadvantaged.

You agree to indemnify us for any loss, cost, or expense, charges or fines we incur as a result of any of the following:

- A breach by you of a term of your agreement. This includes if you don't comply with any obligation in section 12 'Obligations in relation to Data Breaches'.
- You having given us any incorrect or misleading information (or if you haven't provided us with information when you should have).
- A Data Breach.

i Sometimes as a result of a Data Breach we can incur costs or fines that are imposed on us by a Card Scheme or to ensure PCIDSS compliance. We can also incur costs in relation to internal and external resources involved in investigating, or addressing a Data Breach, and ongoing monitoring during or after a Data Breach.

- Any of your actions (including your failure to do something) that amount to negligence, wilful default, fraud, breach of intellectual property rights or misuse of equipment.
- Us or a Card Scheme needing to take any action as a result of something you've done (or something you've failed to do).
- Any dispute that you are involved in with a Cardholder.

Example: Legal fees (and other costs we incur when we take steps to enforce our rights) and Card Scheme fines are examples of some types of things covered by this indemnity.

Indirect losses.

19.2 Generally, we won't ask you to indemnify us for any loss, cost, or expenses which are indirect or consequential.

'Indirect or consequential losses' are those that don't directly result from the relevant event or circumstance.

However, we can ask you to indemnify us for indirect or consequential losses (in addition to 'direct' losses) in the following circumstances:

- If the losses are caused by you acting fraudulently, either alone or together with any other person.

- If the losses would not have been incurred had you complied with your obligations under this agreement regarding data, Cardholder Information, Terminal Equipment, data security and systems security.
- If the losses are a fine, costs or charge imposed by a Card Scheme.
- If the losses relate to monitoring or reissuing of any cards compromised by a Data Breach.
- If the losses are in connection with corrective action to address the cause of a Data Breach.

When the indemnity will not apply.

19.3 We'll not ask you to indemnify us under this section for any losses which arise from our fraud, negligence or wilful misconduct.

20. When we are not liable to you

20.1 You agree that we're not responsible to you for paying any loss, cost, or expense incurred by you (whether directly or indirectly) as a result of any of the following:

- A failure, mistake or error of the Card Payment System.
- A failure, mistake or error which results in a delay in crediting your settlement account, provided that the delay in settlement is for no longer than two days. This includes where our systems have caused the delay.
- Your actions (including you not doing something that you should have done).
- The actions of a Cardholder, Your Settlement Account Bank, or a Card Scheme
- Any EOV Transactions that are not processed successfully (including if they are unable to be processed for any reason outside of our control).
- Any failure, malfunction or security breach of a device or any other hardware, software, communication link or network used by you to access Get Paid Online or connected to our Terminal Equipment.
- Any other event or circumstance that's outside of our direct control.

This applies even if the result of the above is that we're not able to perform a specific obligation under your agreement.

20.2 We won't be liable to you for any losses that are indirect or consequential. 'Indirect or consequential' losses are those that don't directly result from the relevant event or circumstance.

We also won't be liable for any loss of revenue, profits, loss of data, goodwill or any business interruption in any circumstance.

21. Money you owe us

21.1 If any money you owe us isn't paid when it's due, we may deduct the amount from any of your accounts to cover or put towards the unpaid amount.

This could mean:

- Money may be moved from one of your accounts to another.
- All your accounts may be treated as one.
- Money in one currency may be converted into a different currency.
- Any term investments may be broken.
- We may do the above in any order and sometimes we may only let you know afterwards. We may also use money from your joint accounts and share why we have used that money with other joint account holders.

22. These terms can change

This section sets out when and how we can change certain terms of your agreement.

22.1 We're able to make the following types of change, at any time:

- Changes for reasons outside of our control.
- Changes to financial terms such as payments, fees, charges, merchant service fees, interchange fees and acquiring charges, how we calculate financial terms and when we charge them – see section 16 'Fees you must pay' for further information.

- Changes for security reasons (including to protect against fraud or suspected fraud).
- The change is to the types of Transaction that we agree that you can process (including if we reasonably consider your actions or activity levels reflect that you no longer want to process a type of Transaction).

Example: Some examples of changes that are ‘for reasons outside of our control’ are changes required to comply with (or in response to):

- A law.
- A code of practice.
- A Card Scheme’s requirements or rules.
- A regulator’s requirements or guidance.

22.2 In relation to other types of changes, we’ll only make changes to your agreement if at least one of the following applies:

- We reasonably consider you’ll benefit from the change.
- The change is administrative or minor, or corrects a mistake or omission.
- The change reflects changes to our business or technological systems.
- The change reflects improvements to the product and/or service.
- The change is reasonably necessary for our legitimate business purposes.
- The change is not specific to you but is made generally to similar products or services, product or service features or customers. This may include changes to reflect current industry or market products or services or conditions.
- The change is to reflect the fact that we no longer provide (or offer to provide) particular Merchant Services.

Notice of changes.

22.3 We’ll generally give you at least 30 days’ notice of any changes.

However, we may give you less than 30 days’ notice, in relation to the following types of changes:

- Changes for reasons outside of our control, including changes to financial terms such as payments, fees, charges, merchant service

fees, interchange fees and acquiring charges, how we calculate financial terms and when we charge them.

- Changes for security reasons (including to protect against fraud or suspected fraud).
- For these types of change, if it’s appropriate, we’ll still give you a notice period that we consider reasonable in the circumstances. In some circumstances this may mean we give you no advance notice of the change.

23. Notices

23.1 This section sets out the ways that we can give each other ‘notices’ in relation to your agreement. By ‘notices’ we mean any notice, letter, statement or other information.

23.2 Any notice given by you or us in relation to your agreement must be in writing.

Notices from us to you may be given or sent in one of the following ways:

- By handing the notice to you.
- By post.
- By email.
- By publishing the notice on our website.
- By text message.

If we send you a notice by post, email or text message we can send it to the post, email address or mobile number that you provided in your Merchant Services Application Form or to any other address that you’ve provided to us.

When we provide you with a notice, we’ll do so in a way that’s reasonable in the circumstances (for example, if a notice is personal to you and does not apply to other merchants, we will not publish the notice on our website).

Notices from you to us may be given or sent in any of the following ways:

- By handing the notice to us.
- By post to P.O. Box 934, Shortland St, Auckland 1140, Attention: Merchant Assist
- By email to merchant@westpac.co.nz

23.3 If a notice is sent by post, the recipient is considered to have received it four days after it's sent.

If a notice is given by hand or published on a website it's considered to have been received on the day that this occurs.

If a notice is sent by email, it's considered to have been received at the time specified in the email as the time the email was sent.

24. General

Assignment.

24.1 We may assign or transfer any of our rights and obligations under your agreement to anyone. We can do this at any time and without your consent – however if we do this, we'll give you at least 30 days' notice.

You may not assign or transfer any rights or obligations under your agreement to anyone (unless we have agreed in writing).

Other rights.

24.2 The rights that we have under your agreement are in addition to any rights that we have by law.

Financial crime.

24.3 We need to protect our customers and ourselves against financial crime and meet all of our regulatory obligations.

Example: Financial crime can include things like:

- Money laundering.
- Breaching trade and economic sanctions.
- Tax evasion.
- Financing terrorism.
- Bribery and corruption.

You agree that you will give us all the information we need to:

- Manage our financial crime risks (and the financial crime risks of companies that are related to us).
- Comply with policies and any laws, rules or regulations in New Zealand (or any other country relevant to us or to any companies that are related to us).

If you don't give us the information we need in the timeframe we have specified, you agree that we may:

- Refuse to enter, or end, our relationship with you.
- Delay, refuse or stop you processing Transactions without giving you notice.
- Restrict or suspend your access to any Merchant Services.

We may also do any of these things if we know or have reason to suspect that your activity or any transaction:

- Breaches or has the potential to breach any laws or regulations in New Zealand or any other country.
- Breaches or has the potential to breach any of Westpac Group policies.
- Involves any person, government or organisation that's directly or indirectly covered by any sanctions imposed by any country.

Unless you let us know that you're acting as a trustee or on behalf of another person or organisation, you agree that you're always acting on your own behalf when using any Merchant Services.

GST.

24.4 Unless otherwise stated, all amounts noted as being payable pursuant to your agreement (including fees, costs and charges) are exclusive of GST (if any).

If any part of your agreement isn't binding.

24.5 If, for any reason, any part of your agreement isn't binding on you, we can still ask you to do all of the other things you've agreed to do under your agreement.

24.6 There may be some occasions where you or we don't enforce one of the rights outlined in these terms. This doesn't mean that anyone has given up that right, unless the relevant party has specifically agreed to give up that right in writing.

Even when specifically agreed to in writing, that agreement only applies to that specific situation.

Governing law.

24.7 Your agreement is governed by New Zealand law.

Customer Commitment.

24.8 If, at any time, we have a 'Customer Commitment', the commitments in that 'Customer Commitment' don't apply to the terms in this document.

25. Definitions

In your agreement, certain words and phrases have particular meanings. This section sets out the meaning of those terms.

Agent means a person who is authorised to act on behalf of someone else. When we refer to your agents, we're referring to employees or contractors or any other person who is authorised to act for you or to do something on your behalf. This could be another business that you have engaged to assist you in performing your business activities – including a business that assists you to process Cardholder Information or provide you with a Payment Gateway. When we refer to our agents, we're referring to employees or contractors or any other person who is authorised to act for us or to do something on our behalf.

Association means an industry association in respect of which association members are eligible for a preferential rate. A list of these associations is available on our website at westpac.co.nz/ea

Authorised Person means any person that you have permitted to use the Get Paid Portal to process Transactions.

Business Day means any regular working day, Monday to Friday. Weekends and national public holidays aren't classed as Business Days.

Card means a Visa Card, a UPI Card a Mastercard Card and includes a debit card. This includes physical and digital cards.

Cardholder means a person who has been issued a Card.

Cardholder Information means any information or document relating to a Cardholder or a Transaction (including any Card Number or other payment information). It includes any information obtained by you in connection with processing any Transactions.

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 any type of Transaction where the customer and the Card aren't present at your place of business. The following are Card Not Present Transactions:

- (a) E-Commerce Transactions.
- (b) Mail or Telephone Order Transactions.
- (c) Recurring Transactions.
- (d) Delayed Delivery Transactions.
- (e) PAN Entry Transactions.
- (f) Virtual Terminal Transactions.

Card Number means the 16 digit card number associated with (or appearing on) a Card that's used to complete Transactions.

Card Payment System means the systems and services (other than our systems and services) used to complete Transactions, including

- (a) any system of any third party
- and

- (b) any service provided by anyone, which we use, engage, rely on, or require, in relation to the Merchant Services we provide to you.

These include gateways and networks operated by any third party in relation to the Merchant Services we provide to you.

Card Scheme means Visa, UPI or Mastercard. In some places, where the term Card Scheme is used in this agreement, it also means the employees, contractors or agents of a relevant Card Scheme.

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

Card Scheme Rules means the rules that are published by the Card Schemes. The Card Scheme rules for Visa and Mastercard are available through their public websites.



We're able to assist you in accessing a copy of any Card Scheme Rules if you require. If you have any questions, please don't hesitate to contact us.

Chargeback means an obligation to return to a Cardholder an amount relating to a previously completed Transaction in accordance with the relevant Card Scheme Rules.

Example: Chargebacks can arise in various circumstances. For example, they can arise if a Cardholder or their Issuing Bank have queried the validity of the sale or the Transaction. A Chargeback may also arise if there's a dispute between you and the Cardholder, an error by you in processing the sale or fraudulent activity in regard to the sale. Further details can be found in the Merchant Guide.

Contactless Transaction means a Transaction completed by holding a Card with contactless technology close to the contactless reader on a terminal without having to insert or swipe it.

Customer Receipt 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.

Data Breach means any event where you, your business, or any agent suspects or has knowledge of unauthorised access to confidential Card payment details or any Cardholder Information.

Delayed Delivery Transaction means a Transaction where the customer is charged before they receive what they are purchasing.

Domestic Debit Card means a proprietary debit card issued by a New Zealand issuer that isn't a Mastercard card, Visa Card or UPI Card that customers may use to have Transactions directly charged to the account specified as Cheque or Savings on the terminal.

E-Commerce Transaction means a Transaction completed by a Cardholder with you through the Internet. A Virtual Terminal Transaction is a type of E-Commerce Transaction.

EFTPOS means electronic funds transfer at point of sale.

EFTPOS New Zealand Network means the network operated by EFTPOS New Zealand Limited for the switching and processing of transactions.

EFTPOS Services Agreement means any agreement between you, Worldline (also known as Paymark Limited), and us for the supply of EFTPOS services.

EMV means Europay, Mastercard, Visa, UPI Card global processing standards for chip card Transactions. Further details can be found in the Merchant Guide.

EOV means Electronic Off-line Voucher which is a Transaction completed using automated procedures within the Terminal to capture and store the Transaction for later dispatch to us (to be authorised manually at your discretion).

Facility means each separate arrangement provided by us to you through which you can process Transactions, which could include the ability to process a different type of Transactions or process Transactions from a different location.

Get Paid Online means our payment solutions that give you the ability to accept Card Not Present Transactions, consisting of:

- Pay from website – a hosted payment page integrated with your webpage or mobile application.
- Pay by Link – a service enabling the generation of a single-use link that's sent to your customer so that the customer can complete payment on a hosted payment page.
- Virtual Terminal – a virtual terminal that provides a virtual interface enabling you to enter a customer's payment details for processing when those payment details have been provided remotely (such as by telephone).
- Get Paid Portal.

Get Paid Portal means an online web portal that enables you to access transaction data and manage configuration of the Get Paid Online service. The Pay by Link and Virtual Terminal services are accessed through the Get Paid Portal.

Incident Response Plan means a written set of procedures and actions that are to be completed by you if a Data Breach occurs (or is suspected to have occurred).

Mail or Telephone Order Transaction (MOTO) means a transaction completed by a Cardholder with you through telephone, mail or other written communication where neither the Card nor the Cardholder is physically present.

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 carrying the Mastercard brand, issued in accordance with a licence granted by Mastercard.

Merchant Guide means the document entitled **Westpac New Zealand - Merchant Guide**. A copy of this document is available on request.

Merchant Services Application Form means the document entitled Merchant Services Application Form, or any other document that you completed and receive as part of your application process.

Merchant Services means services that relate to credit and/or debit card acceptance (and related authorisation and settlement services) for Transactions completed with a Card. The specific services that we offer will depend on what we have agreed to in your Merchant Services Application Form (or in any subsequent agreement with you).

PAN Entry Transaction is a Transaction where Card details are manually entered into the Terminal Equipment.

Payment Gateway means any online payment mechanism that presents an interface to allow a Cardholder to enter their payment details and sends the payment details to Westpac for authorisation and settlement.

PCIDSS means the Payment Card Industry Data Security Standard. For further information contact us at pci.dss.compliance@westpac.co.nz or visit the Payment Card Industry Security Standards Council website at www.pcisecuritystandards.org

Personal Information means Personal Information or Personal Data as defined in Privacy Law. Prepayment means a payment that's made for future delivery of goods or services.

Privacy Law means any law, in New Zealand or overseas that applies to you or us, which relates to privacy and/or collection, storage and use of Personal Information. This includes the Privacy Act 2020 and the General Data Protection Regulation (EU) 2016/679.

Recurring Transaction is a Transaction where a Cardholder grants written permission to you to charge their Card for goods or services provided on a recurring or ongoing basis.

Settlement Account means the bank account from or into which we'll debit or credit amounts in relation to this Agreement.

Surcharge Fee means a fee added to a Transaction for accepting a Card (or type of Card) for payment in situations where this fee would not be charged if payment is made by other means (for example if the customer pays with cash).

Terminal Equipment means any electronic terminal hardware device, equipment or acceptance device that's used in connection with acceptance and processing of Transactions. This includes any Terminal Equipment we provide to you as part of our Get Paid On the Go or Get Paid Instore – Anywhere and Integrated services

Transaction means a transaction that's completed using the Merchant Services provided by us under your agreement.

Transaction Record means an electronic or paper record of a Transaction (or a copy) generated at the point of sale.

Triple Data Encryption Standard or 3D Secure (3DS) is a form of data security technology that uses advanced data encryption to protect Transaction information. Further details can be found in the **Merchant Guide** (westpac.co.nz/merchantguide).

Update Form means a form in which you and us may agree amendments to your agreement (including changes to the services to be provided). These forms are available on request from us.

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 carrying the UPI brand, issued in accordance with a licence granted by UPI.

Virtual Terminal Transaction means a Transaction completed by you via phone or mail order and entered into an online payment gateway.

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 carrying the Visa brand, issued in accordance with a licence granted by Visa.

Westpac's Supplier means a third party supplier used by Westpac to provide any Get Paid Online service.

Your Settlement Account Bank means any bank, other than us, with which you have your Settlement Account (in circumstances where we have agreed that you may have your Settlement Account with another bank).

26. Interpretation

26.1 In your agreement, unless the context otherwise requires:

- (a) The singular includes the plural and vice versa.
- (b) Words indicating a person include a company, corporation, firm, joint venture, unincorporated body, governmental agency, Association or partnership and includes any successors, executors and assigns.
- (c) A company is related to another company or body corporate if the company would be related to that company or body corporate under section 2(3) of the Companies Act 1993, if each reference to a 'company' in section 2(3) of the Companies Act 1993 included a reference to any body corporate regardless of where it's incorporated or established.
- (d) Any reference to 'including' shall be read as if the words 'without limitation' were stated immediately after the word 'including'.
- (e) 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.
- (f) References to a document or agreement includes that document or agreement as may be amended, modified, supplemented, novated or replaced from time to time.



**TOGETHER
GREATER**