

# Westpac Go to Pay™ Standard Terms and Conditions.



Go to Pay is provided to you as a Business Mastercard Account Holder. Your use of Westpac Go to Pay indicates your agreement to comply with these terms and conditions (“**Terms**”). The Mastercard BusinessCard/PurchasingCard Conditions of Use (“**Conditions of Use**”) also applies to your use of Go to Pay unless the context requires otherwise.

In the event of any conflict or inconsistency between these Terms and the Conditions of Use, the following order of priority shall apply:

1. these Terms
2. Conditions of Use.

## Go to Pay and Virtual Cards.

Go to Pay allows you to control spending via the Go to Pay application through the generation and use of Virtual Cards to make specific pre-approved purchases, subject to any Limitations set by you. Virtual Cards can only be used in situations where a physical plastic card is not needed.

A Requester can request the issue of a Virtual Card through Go to Pay. Virtual Cards are issued for a period (which cannot be longer than the term of the Primary Card) and can be issued for single use or, if approved by the relevant Approver(s), for multiple uses during that period.

Requests from Requesters are considered and, if thought fit, approved either:

- (a) by one or more Approvers authorised by you; or
- (b) automatically by Go to Pay if the request is within your predefined Go to Pay parameters.

Where the request is approved, Go to Pay will issue a Virtual Card to the Requester which the Requester may provide to a vendor or supplier in order to make the relevant purchase.

Each Virtual Card will be linked to a specific Primary Card number. This means you must have at least one Primary Card open in order to be able to request a Virtual Card through Go to Pay. Although a Primary Card is required to be created for Go to Pay, a physical Primary Card will not be issued to you. On the closure of your account, or at any other time where your Primary Card has been cancelled, the connected Virtual Cards will be automatically cancelled.

## Users.

You will ensure and warrant that all Users are duly authorised by you as such. You authorise such Users to generate and use Virtual Cards on your behalf. You will remain at all times responsible for all Users, including without limitation in relation to the setting of Limitations.

Further information about Go to Pay can be found in the User Guide provided to you upon successful enrolment. You must fully comply with, and only use Go to Pay in accordance with (and ensure that all Users fully comply with and only use Go to Pay in accordance with), the User Guide and any other guidance provided by Westpac to you.

The Go to Pay application is accessed with the Log-in Data via the Mastercard Smart Data system. You are responsible for keeping the Log-in Data confidential and secure, including but not limited to the Log-in Data used by Users, and will follow all reasonable instructions issued by us in that respect. Go to Pay must only be used for your own account and at your own risk. If you suspect misuse of the Log-in Data or become aware of the fact that Log-in Data has not been kept secure or confidential, you must notify us immediately. Westpac will not be liable to you for any losses suffered by you in connection with a failure by you or your Users to keep your Log-in Data confidential and secure.

## Limitations.

There may be instances where the Limitations placed on a Virtual Card may not be effective. These instances will be rare and may be due to electronic authorisation networks (which are outside of Westpac’s control) not fully functioning. If Limitations are ineffective, it may be possible for a User to perform a transaction with a Virtual Card that would otherwise be restricted, or for a transaction that has been approved to be declined when it should have been accepted. You agree that:

- you are liable for all such transactions; and
- in no circumstances will Westpac be liable to you for any transaction that proceeds notwithstanding a restriction previously nominated by you, nor for any transaction where authorisation is not provided when it should have been.

We may at any time at our sole discretion and without prior notice:

- modify or limit the functionality of Go to Pay; and/or
- block access to (parts of) the Go to Pay application (e.g. in case of (suspected) misuse or fraud).

If we modify, limit or block access to Go to Pay we will notify you, where practicable, of any such modifications, limitations or blocks as soon as possible thereafter, except to the extent we may be legally prohibited from doing so.

## Personal information.

You agree to provide any information to us or our service provider that may be required in order to provide Go to Pay to you and you agree that we or our service provider (as the case may be) may use any information (including personal information) obtained about you and/or the Users for any purpose associated with the provision of, or your use of, Go to Pay. We or our service provider may also disclose information, if we or our service provider (as the case may be) has a duty to do so at law to any other third party. Any personal information you provide to us will be collected, stored, used and shared in accordance with Westpac’s Privacy Policy (available at [westpac.co.nz/about-us/legal-information-privacy/privacy-policy/](https://westpac.co.nz/about-us/legal-information-privacy/privacy-policy/)).

Information required for the generation of Virtual Cards, and which is required for the processing of transactions with Virtual Cards (including your name, the names of Users and transactional information), will be disclosed to (a) Mastercard and/or (b) third parties used by Mastercard, in jurisdictions outside New Zealand, including in the United States of America. This disclosure is essential to enable Mastercard to process transactions using, and apply Limitations on, Virtual Cards. You consent to such disclosure and to such information being used and stored for such purposes. The types of personal information collected by Mastercard, how it uses that information, how it shares it, and the choices you can make about the use of this information are described in Mastercard’s Global Privacy Policy that is available at [mastercard.com](https://www.mastercard.com). Data protection legislation in offshore jurisdictions offers different (and may provide less) protection to personal information than New Zealand legislation. You must obtain any necessary consents from Users for the disclosure and use of such information where applicable. You will comply with all laws and regulations relating to your use of Go to Pay, including the provisions of the Privacy Act 2020.

You have the right to access and correct any personal information subject to the provisions of the Privacy Act 2020.

## No warranties.

Access to your account and other notifications through Go to Pay (“Information”) is only available to Users. All Information is believed to be accurate and up to date (subject to delays), but Westpac does not guarantee such accuracy or timeliness. Go to Pay may be subject to interruption and access limitations. Westpac disclaims any liability or responsibility in relation to the use of Go to Pay on any mobile or other internet-enabled device (“Equipment”) and does not in any way guarantee the functionality of any Equipment used with Go to Pay, the use of and access to which you fully agree are at your own risk. Go to Pay is available “as is” and “as available” without any representation or endorsement of any kind. Westpac is not responsible for any interruption of Go to Pay, regardless of duration. To the fullest extent permitted by law, Westpac disclaims all warranties, conditions and other terms of any kind, expressed or implied, in connection with Go to Pay, including without limitation as to satisfactory quality, merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Westpac does not authorise anyone to make any warranty on behalf of Westpac. Westpac does not warrant that Go to Pay will meet your requirements, or that it will be uninterrupted, timely, secure, error free,

or free of viruses or bugs. Neither Westpac nor the technology and content providers warrant the results of the use of Go to Pay, nor the accuracy or reliability of any information obtained through it. Westpac or content or technology providers may make improvements and/or changes in Go to Pay at any time and without notice. You agree that any information, material, and data downloaded or obtained from the use of Go to Pay are sent at your own risk and that you will be solely responsible for any damage to your computer hardware (including mobile devices) or loss of data that results from the downloading of such information, material, or data.

#### **Indemnity.**

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

#### **Service provider.**

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

#### **Communications and disputes.**

Any enquiries or disputes regarding a transaction made (or attempted) with the use of a Virtual Card must be made by the holder of the linked Primary Card or the authorised administrator of your account, and Westpac will only communicate with such person.

#### **Intellectual property rights.**

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

Go to Pay is a trade mark of Westpac New Zealand Limited. Mastercard is a registered trade mark and the circles design is a trade mark of Mastercard International Incorporated.

#### **Assignment.**

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

#### **Variation of terms.**

We reserve the right to amend and/or supplement these Terms at any time. Notice of any such changes will be given at least 14 days in advance in accordance with the New Zealand Code of Banking Practice.

#### **Withdrawal of service.**

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

#### **Notification.**

Notices will be given to you in at least one of the following ways:

- by direct communication to you, for example by letter or electronic communication;
- by message in Westpac Online Banking;
- by displaying information in any Westpac branches;
- by notice on our website; or
- by notice in the media (including public notices)

#### **Miscellaneous.**

These Terms and the Mastercard BusinessCard/PurchasingCard Conditions of Use constitute the entire agreement in relation to the provision of Go to Pay. If any part of these Terms is held to be unenforceable, that will not affect the enforceability of the remaining parts of these Terms. A waiver by Westpac of any provision of these Terms shall be effective only if given in writing, and

then it shall be effective only to the extent that it is expressly stated to be given. A failure, delay, or indulgence by Westpac in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by Westpac shall not preclude further exercises of that power or right or the exercise of any other power or right.

#### **Jurisdiction.**

These terms and conditions are governed by New Zealand law and you accept the non-exclusive jurisdiction of the courts of New Zealand.

#### **Definitions.**

Terms used in these Terms that are defined in the Conditions of Use shall have the meanings given to them in those Conditions of Use unless the context requires otherwise. In these Terms, the term:

**"Approver"** means any person who has been granted access to Go to Pay for the purpose of approving the issue of Virtual Cards to Requesters, including any Limitations for those Virtual Cards, on your behalf and in accordance with your approval settings. If authorised by you, an Approver may also be a Requester.

**"Go to Pay"** means the online tool made available to you that allows you to appoint and authorise Users to generate Virtual Cards and to set and manage the Limitations.

**"Limitations"** means any limitation in the use of a Virtual Card as determined by you in the Go to Pay application and as approved by the Approver(s) in respect of each Virtual Card, including, but not limited to, transaction limits, restrictions with respect to a merchant, merchant category or geographical location where a Virtual Card may be used, or a date and time by which a Virtual Card can be used.

**"Log-in Data"** means all web addresses, user names, passwords and/or other information or systems required for the use of the Go to Pay application.

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

**"Mastercard Smart Data"** means the online expense management system known as Smart Data.

**"Primary Card"** means a card issued by us to you (but not physically given to you) under the Westpac Mastercard BusinessCard/PurchasingCard programme and to which all purchase transactions performed with a linked Virtual Card will be registered.

**"Requester"** means any person who has been granted access to Go to Pay and is authorised to request Virtual Cards. If authorised by you, a Requester may also be an Approver.

**"Users"** means Requesters and Approvers.

**"User Guide"** means the Go to Pay user guides published by Westpac from time to time and made available to you.

**"Virtual Card"** means the details of a non-physical credit card issued electronically by Westpac (being the card number, name of cardholder, expiry date and card validation code) that has been generated by Go to Pay and can be used to pay for goods and services in situations where Mastercard credit cards are accepted and the cardholder is not present.

**"Westpac", "we", "us" and "our"** means Westpac New Zealand Limited.

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

