

Westpac Go to Pay Terms and Conditions



Agreement.

Go to Pay allows you to generate Virtual Cards from a Business Mastercard for payment of business expenses, using the Go to Pay application.

These terms and conditions apply to the use of Go to Pay. The conditions of use for your Business Mastercard also apply to your use of Go to Pay.

If there is a conflict between these terms and conditions and the conditions of use for your Business Mastercard, these terms and conditions take priority.

If, at any time, we have a 'Customer Commitment', the commitments in that 'Customer Commitment' do not apply to the terms set out in this form.

We recommend that you read these terms and conditions carefully. If you're unsure about anything, we're happy to answer any questions. We also recommend you seek legal advice if there is anything that you don't understand in these terms and conditions.

Our contact details are:

0800 177 188

Westpac New Zealand Ltd
PO Box 934 Shortland Street
Auckland 1140.

We have a User Guide in relation to Go to Pay. You must always use Go to Pay in accordance with any instructions in the User Guide. You must also make sure that all Users comply with these terms and conditions and with the User Guide.

Meaning of certain words in these Conditions of Use.

We, or **us** – means Westpac New Zealand Limited. The word '**our**' has a similar meaning.

You – means the Account Holder, as the person or business who opens, and is responsible for, the Account. '**Your**' has a similar meaning.

Cardholder – means each person who has been issued with a Card in relation to your Account. Cardholders can't be companies or other legal entities.

Certain other words used in these Conditions of Use also have special meanings. We have included a list of these words in the 'Definitions' section towards the end of these terms and conditions. Words that are included in the definitions section are capitalised – for example 'Account'.

Go to Pay and Virtual Cards.

You can organise spending in Go to Pay by generating and using 'Virtual Cards' to make specific pre-approved purchases, subject to any Controls set by you.

Virtual Cards can't be used in situations where a physical card is needed to complete a transaction. For example, they can't be used at a terminal in a store.

Each Virtual Card is linked to a 'Primary Card'.

Virtual Cards:

- Are issued for a set period. This period can't go past the expiry of the Primary Card
- Are issued either for a one-time use or for multiple uses.

A 'Requester' can request the issue of a Virtual Card through Go to Pay.

When a Requester requests a Virtual Card, it can be approved automatically by Go to Pay if the request is within your Go to Pay Controls.

In other cases, requests need to be approved by an 'Approver'.

When a request is approved, a Virtual Card is issued to the Requester and it can be used to make a purchase.

Because each Virtual Card is linked to a Primary Card, you'll need to have at least one active Primary Card to request a Virtual Card. A transaction using a Virtual Card will be shown on the linked Primary Card statement.

Primary Cards are issued under our Business Mastercard program in electronic form, rather than physical form. When a Primary Card is cancelled, all Virtual Cards that are linked to it will automatically be cancelled.

Users.

You must make sure that all people who use Go to Pay have been enrolled as Users.

You're responsible for everything that Users do using Go to Pay, including when Users set Controls.

You can access the Go to Pay app through the Mastercard Smart Data system. You can only use Go to Pay for your own account.

You're responsible for keeping your login details confidential and secure – this includes any login details used by Users.

We may give you other reasonable instructions in relation to login details. If we do, you'll need to comply with these instructions.

If you think your login details are being misused or that they have not been kept secure or confidential, you need to tell us as soon as you can.

We're not responsible or liable for any losses you suffer because you or another person have not kept your login information confidential.

Controls.

In some situations, like where there is a systems outage or error outside of our control, Controls that are applied to a Virtual Card may not work properly.

This can result in a transaction being approved when the Controls should mean that the transaction is declined. It can also result in a transaction being declined when it should have been approved.

If Controls are not working properly for reasons outside of our control:

- You're still responsible for any transaction that gets approved. This means that if a transaction is approved when it should have been declined, you'll still need to pay for the purchase in the usual way
- We're not responsible or liable to you if any transaction gets declined
- We're not responsible to you for paying any loss, cost, or expense incurred by you as a result of the Controls not working properly.

If we suspect misuse or fraud and we believe it's reasonable to do so we can do either or both of the following:

- Change or limit the functionality of Go to Pay
- Block access to all or part of the Go to Pay application.

If it is reasonable to do so we might not give you prior notice before we do this. We will let you know as soon as possible afterwards if we can. Sometimes the law might prevent us from letting you know what we did or why we did it.

You agree to provide any information to us (or to our service provider) that we reasonably request in order for us to provide Go to Pay to you.

We have a clear Privacy Policy that explains how we keep your personal information safe. The Privacy Policy is not part of these terms. You can read more about how we collect, store, use and share your personal information at westpac.co.nz/privacy or ask at any branch.

We'll need certain information (like your name, the names of Users and transactional information) to generate Virtual Cards and process transactions.

You agree we may share this information with Mastercard and other third parties for purposes that relate to the Go to Pay service.

Mastercard needs this information to process transactions using Virtual Cards and apply Controls.

Mastercard's Global Privacy Notice sets out how it uses and shares information about you and the choices you can make about the use of this information.

Mastercard's Global Privacy Notice can be found at [mastercard.com](https://www.mastercard.com).

Note that overseas data protection laws may provide different or less protection in relation to personal information than New Zealand laws.

Performance or functionality.

As Go to Pay is provided by Mastercard, we don't give you any assurances in relation to whether Go to Pay is:

- Fit for any particular purpose
- Free from errors, loss, disruption, interruption, corruption
- Timely or secure
- Compatible with your mobile or other internet-enabled device.

From time to time, we, or third parties like content or technology providers, may update Go to Pay. We'll generally give you 30 days' notice if we reasonably believe the update may negatively affect you. However, we may give you less than 30 days' notice (or no notice at all) if that is reasonable in the circumstances.

We are not responsible to you for paying any loss, cost, or expense incurred by you if:

- Your computer hardware (including mobile devices) is damaged; or
- You lose data.

when you or a User download any information, material or data from the Go to Pay application.

This clause does not apply if the loss, cost or expense happened because of our fraud, negligence or wilful misconduct.

Your liability.

You'll be liable for all reasonably foreseeable losses that are a direct result of your negligence, misuse of a service or failure to comply with these terms.

Mastercard is the service provider of Go to Pay. However, please contact us if you have any questions or would like assistance with Go to Pay.

Communication and disputes.

Questions or disputes about any transactions in relation to a Virtual Card must be brought to us by one of the following:

- You
- The Primary Cardholder
- The authorised administrator of your account.

We'll only communicate with these people.

Go to Pay is our trade mark and we own and retain all intellectual property rights in relation to Go to Pay.

Assignment.

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

You can't assign or transfer any rights or obligations under these terms and conditions to anyone (unless we have agreed in writing).

When we can make changes to terms.

This section sets out when and how we can make changes to these terms and conditions.

We can make changes to our financial terms such as changes to fees or charges (including introducing new ones).

We can also make changes:

- If we reasonably think you'll benefit from the change
- For security reasons (including to protect against financial crime)
- To fix a mistake or make minor administrative changes
- To reflect changes to systems or the way we work
- That are not specific to you but apply generally to the certain services or customers – for example to improve our services or reflect changes to current industry or market practice or conditions
- To transfer or withdraw any services we no longer wish to offer
- That are needed to meet our sustainability commitments

- That are reasonably necessary for our legitimate business purposes
- We consider reasonably necessary due to reasons outside our control, such as:
 - Changes required by laws, regulations, regulators or any court order or dispute process
 - Changes driven by suppliers or third parties.

We'll generally give you at least 30 days notice of any changes (see the 'Notification' section below for more details).

Withdrawal of Go to Pay.

We may withdraw the Go to Pay service at any time.

We'll generally give you at least 30 days notice of any withdrawal or transfer (see the 'Notification' section below for more details).

Notifications.

We can give you notice about changes by:

- Direct communication to you, for example by letter or email
- A message on our online services
- Displaying information in our branches
- Notice on our website, or
- Notice in the media, including a public notice.

General.

There may be some occasions where you or we do not enforce one of the rights outlined in these terms and conditions. This does not 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.

If we have a right under these terms and conditions that we don't enforce or if there is any delay in us enforcing a right:

- We can always still enforce that right in the future
- We can always still enforce any other right.

These terms are governed by New Zealand law.

Definitions.

An **Approver** is someone who is authorised by you to do the following:

- Access Go to Pay
- Approve the issue of Virtual Cards
- Approve Controls on Virtual Cards.

An **Account Owner** can authorise an Approver to also be a Requester.

Controls – means the settings and restrictions that can be placed on the use of Virtual Cards in Go to Pay. Controls can include:

- Transaction limits
- Restrictions on a merchant, merchant category
- Geographical location for transactions
- Expiry date of the Virtual Card
- Date and time for transactions.

Mastercard – means Mastercard International Incorporated.

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

A **Requester** is someone who is authorised by you to access Go to Pay and request the issue of Virtual Cards.

User Guide – means our user guide in relation to Go to Pay.

Users means both Requesters and Approvers.

Virtual Cards are electronic credit cards requested using Go to Pay. Card details - like the card number, cardholder name, expiry date and card validation code are generated and provided electronically. Virtual Cards are not issued in physical form.