



MasterPass™ - Terms and Conditions

Application of these terms and conditions

These terms and conditions, along with the Westpac New Zealand Limited General Terms and Conditions, apply to your use of MasterPass (together, the “**Terms**”). A copy of the General Terms and Conditions can be obtained from www.westpac.co.nz or at any Westpac branch. By registering for MasterPass you agree to the Terms. Please read the Terms carefully before registering for or using MasterPass, and keep them for your records.

What is MasterPass?

MasterPass is a service brought to you by Westpac that allows you to manage and store your selected payment and delivery information and to transmit that information at your request to online merchants that display the *MasterPass*™ acceptance mark on their website, mobile site, or smart device application (a “**MasterPass merchant**”).

You can store details of any of your New Zealand issued credit, debit and prepaid cards that bear a MasterCard, Visa, American Express or Diner's Club mark in your MasterPass along with certain other supported payment cards. If you have more than one card registered to your MasterPass, you can choose which card to use when making a purchase, either by using your “default” card (being the card you have chosen as your default payment option) or by selecting another card at the time of purchase.

By consenting to the Terms, you agree that: (i) you represent only you and no other person; (ii) you will provide accurate information to Westpac and/or its service provider(s), including, but not limited to, information required to register for MasterPass; (iii) you will not use MasterPass to reproduce, duplicate, copy, sell, resell, distribute, publish, or exploit for any commercial purpose the software, content, offers, experiences, products, or services provided by Westpac or obtained through MasterPass without obtaining the express, prior written consent of Westpac including any attempt to incorporate any information from the MasterPass site into any other directory, product, or service; (iv) you will provide for your own access to use MasterPass, including, but not limited to, obtaining and maintaining all telephone, computer hardware and software, and other equipment and paying all related charges; (v) you will not use MasterPass in any manner that adversely affects its availability to or enjoyment by other users or in any manner that could damage, disable, overburden, or impair Westpac's or its service providers' servers or networks; and (vi) you will not use MasterPass for any purpose that is unlawful or prohibited by the Terms.

Registering for MasterPass

You may register and manage your MasterPass at <https://masterpass.com/Wallet/WestpacNZ/Home> or when you visit a MasterPass merchant's

website, .mobi site or smart device application. To register for MasterPass you will need to provide the following:

- a user name and password;
- an email address and mobile phone number;
- your card details;
- delivery information; and
- answers to security questions.

You can change your user name and password as often as you want by logging into MasterPass.

You represent and warrant that (a) the information you provide in connection with your registration for, and your use of, MasterPass is true and correct; and (b) you will comply with the Terms and all applicable laws, rules and regulations (whether domestic or international). Without limiting the foregoing, you may not act as a payment intermediary, aggregator or service bureau or otherwise resell MasterPass yourself or on behalf of any third party, including without limitation the handling, processing, and transmission of funds for any third party.

Using MasterPass

When you click on the "Review Your Order" button (or other prompter) at a MasterPass merchant, your card details and delivery information ("**Payment Information**") that you have registered in your MasterPass will be provided to the MasterPass merchant. The MasterPass merchant will then receive your Payment Information to enable it to process your order as usual.

Each purchase through MasterPass is subject to the MasterPass merchant's specific terms and conditions, and is a contractual relationship directly between you and the relevant MasterPass merchant. The inclusion of a MasterPass merchant's products or services in any product, service or technology that allows or requires you to use your MasterPass does not constitute any approval, endorsement or warranty by Westpac of such products or services or of the MasterPass merchant offering them.

You are responsible for all charges and debits to your cards that result from transactions made using your Payment Information transmitted using MasterPass, including any fees charged by the relevant card issuer.

Use of your Payment Information

You must ensure your use of MasterPass complies with any applicable terms and conditions that govern any credit, debit or prepaid card or other information that you may store in and use through the wallet. You are solely responsible for maintaining up-to-date and accurate Payment Information. Westpac makes no representations regarding the accuracy of the Payment Information (or the validity of any card numbers used) or that your card issuer will accept the transaction.

Security

You are responsible for the security and confidentiality of Westpac MasterPass user name and password and all activities through Westpac MasterPass. You may be held liable for any losses incurred by Westpac due to someone else using your MasterPass or password or inaccuracies in your Payment Information.

You must keep your user name and password secure and protected at all times. This means you must:

- not provide your user name or password to any person (including a family member or a friend);
- not allow someone to observe you entering your Security Details;
- not record your user name and password anywhere, in electronic or written form;
- select a password that is unique and not easily identified with you (e.g. your date of birth, your name or part of it or your phone number); and
- never leave your computer, phone or mobile device unattended while you remain logged in to MasterPass.

If you believe for any reason that your user name or password could be known by someone else, or if you discover any unauthorised use of any of your MasterPass has taken place, you must change your relevant password immediately, and then notify Westpac of the security breach in respect of any Westpac credit cards that are potentially affected by calling Westpac on 0800 400 600 (from 7am to 11pm, 7 days a week and reduced hours on public holidays).

If you store credit, debit or prepaid card details on MasterPass that are not issued by Westpac, you must also advise the issuer of the relevant card of the security breach.

In no event will Westpac be liable to you or any other issuer for any loss you may suffer using these cards through MasterPass.

Westpac and its service providers, including MasterCard, are not liable to you if your MasterPass is unavailable to you at any time.

Resolution of transaction issues

If you have any concerns with respect to any transaction made via MasterPass, you must contact the MasterPass merchant with which you entered into the transaction. You may also have certain rights and protections that are provided to you under your card issuer or under applicable law.

Right to Use MasterPass

We are granting you a limited, non-exclusive, revocable license for you to view, share, print or download any Content from MasterPass for your own personal use. You are not granted the right to license, republish, distribute, copy, assign, sublicense, transfer, sell, prepare derivative works of or conduct any other non-personal use of any Content on MasterPass. No part of any Content may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use. You may not

access or use MasterPass in any way that could or is intended to damage or impair it, or any server or network used in the provision of MasterPass, or interfere with anyone else's use and enjoyment of MasterPass. You are also granted a limited, revocable, and non-exclusive right to create a hyperlink to MasterPass site or any Content therein so long as the link does not portray Westpac, or its products or services in a false, misleading, derogatory, or otherwise offensive matter or imply a sponsorship or endorsement of your site, page or content by Westpac.

You may not use automated systems (for example, robots, spiders, etc.) to access MasterPass. You agree not to collect personally identifiable information of other users of MasterPass or to sell or otherwise exploit that information. Except for the limited rights expressly granted herein, all right, title and interest in and to MasterPass and all Content contained in it are reserved and owned by Westpac and/or its service provider(s).

Termination or suspension of your Westpac MasterPass

We may, at any time and without notice, suspend or terminate your access to MasterPass. This may include, without limitation, if we suspect fraud or illegal, unauthorised or improper conduct.

You may terminate your MasterPass registration at any time by (a) signing into your MasterPass wallet (b) hovering over "My Profile" and selecting "Your Profile" from the dropdown box and then (c) selecting "Delete My Account".

Intellectual Property

All intellectual property rights in MasterPass and the Content, including copyright, belong to us and/or our licensors (and licensees). You do not have any intellectual property rights in MasterPass, or the Content, or in any improvements or variations that may be made to them.

You must not copy, reverse engineer, decompile, disassemble, modify, repost to other web sites, frame, deep link to, change, or otherwise distribute, license, sublicense or transfer in any form MasterPass or the Content. Nothing contained in MasterPass should be construed as granting by implication or otherwise, any license or right to use any trademark without the written permission of Westpac or MasterCard or such party that may own the trademark.

MasterCard, MasterPass and the MasterCard Brand Mark are registered trade marks of MasterCard International Incorporated.

Privacy Policy

Westpac adopts strict rules of confidentiality about its current and former customers' affairs, and will observe all relevant privacy laws. The Privacy section of the Westpac General Terms and Conditions describes the basis on which Westpac will collect, use or disclose personal information as well as your access rights to such personal information.

You agree that we may use any personal information (including Payment Information) obtained about you for any purpose associated with the provision of, or your use of, MasterPass.

Westpac's MasterPass is provided with the support of MasterCard. When you register (or update) your Payment Information through MasterPass or use MasterPass to pay for a transaction, your Payment Information will be disclosed to, and used and stored by, MasterCard in the United States of America. In particular, MasterCard will disclose your Payment Information to a MasterPass merchant when you make a payment using Westpac MasterPass. You consent to such information being disclosed, used and stored for such purposes. The type of information collected by MasterCard, the purposes for which it is collected, how it uses that information, when it discloses that information and the choices you can make about the use of this information are in MasterCard's MasterPass privacy policy that is available at <https://masterpass.com/Wallet/PrivacyPolicy>.

Changes

We may make changes to these terms and conditions (including to increase, reduce or vary any fees or charges payable in respect of the service) at any time. Notice of any such changes will be given at least 14 days in advance in accordance with the Code of Banking Practice.

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

In these Terms and Conditions of Use, the words:

- “**Content**” means all text, formatting, images, widgets, applications, sounds, creative materials, trademarks, service marks, trade names, logos and other materials and information used in the provision of Westpac MasterPass;
- “**MasterCard**” means MasterCard International Incorporated or its related entities;
- “**Westpac**”, “**we**”, “**us**” and “**our**” means Westpac New Zealand Limited; and
- “**you**” and “**your**” mean the person who has accessed MasterPass, and/or has registered for participation in MasterPass.