

# Virtual Purchasing and Dynamic Virtual Card Conditions

Facility Terms & Conditions  
Card Conditions of Use.



Effective date: 9 November 2023



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# Contents

<b>Facility terms and conditions</b> .....	<b>5</b>
1.0 Introduction. ....	5
2.0 The Banking Code of Practice. ....	5
3.0 Cards Conditions of Use. ....	6
4.0 Card Account issuance and cancellation. ....	6
5.0 Transaction restrictions. ....	6
6.0 The Facility. ....	7
7.0 Facility Limit. ....	7
8.0 Credit limit. ....	8
9.0 The Facility Account. ....	8
10.0 Processing date. ....	9
11.0 Account statements and reports. ....	9
12.0 Payments. ....	10
13.0 Fees and Charges. ....	10
14.0 Interest. ....	11
15.0 Representations and warranties. ....	11
16.0 Anti-Money Laundering and Counter-Terrorism Financing Obligations. ....	12
17.0 Variations. ....	12
18.0 Notices. ....	15
19.0 Facsimile/email service. ....	15
20.0 Set off - No deduction. ....	16
21.0 Assignment. ....	17
22.0 Indemnity and costs. ....	17
23.0 No waivers. ....	17
24.0 Enforceability and validity. ....	17
25.0 Governing law. ....	18
26.0 Foreign Tax Residency. ....	18
27.0 Privacy Obligations. ....	18
28.0 Privacy Statement (for individuals whose personal information may be collected - in this clause referred to as "you"). ....	19
29.0 External service providers. ....	20
<b>Card Conditions of Use</b> .....	<b>21</b>
1.0 These Conditions of Use. ....	21
1.1 Introduction. ....	21
1.2 When the Card Conditions of Use take effect. ....	21

<b>2.0</b>	<b>Definitions.</b>	<b>21</b>
<b>3.0</b>	<b>Card Account.</b>	<b>25</b>
3.1	Use of the Card Account.	25
3.2	Card Account validity and expiry.	26
3.3	Card Account reissue.	26
3.4	All Card Accounts remain our property.	26
<b>4.0</b>	<b>Using the Card Account.</b>	<b>26</b>
4.1	Where can you access the Card Account?	26
4.2	Do transactions have to be authorised?	27
4.3	How much credit can you obtain?	27
4.4	Recurring transactions.	28
4.5	Merchants and other financial institutions.	28
4.6	Foreign Transactions.	28
4.7	Transaction records.	31
4.8	Anti-Money Laundering and Counter-Terrorism Financing Obligations.	31
<b>5.0</b>	<b>Your responsibilities and liabilities.</b>	<b>32</b>
5.1	What to do.	32
5.2	Liability for unauthorised use, loss or theft of the Card Account Details.	32
<b>6.0</b>	<b>Our responsibilities and liabilities.</b>	<b>33</b>
6.1	Card Account access.	33
6.2	Card Account cancellation.	33
<b>7.0</b>	<b>Lost or stolen Card Accounts, disputed transactions and complaints.</b>	<b>34</b>
7.1	How to report lost or stolen Card Account Details or dispute a transaction.	34
7.2	Investigating and resolving problems.	35
<b>8.0</b>	<b>Communication with you.</b>	<b>35</b>
<b>9.0</b>	<b>Governing law.</b>	<b>36</b>
<b>10.0</b>	<b>Privacy Obligations.</b>	<b>36</b>
<b>11.0</b>	<b>Privacy Statement (for individuals whose personal information may be collected – in this clause referred to as “you”).</b>	<b>37</b>
<b>12.0</b>	<b>External service providers.</b>	<b>37</b>

# Facility terms and conditions

## 1.0 Introduction.

The Principal has opened a Virtual Purchasing Card facility (the “Facility”) with the Bank under which either a Virtual Purchasing Card Account or a Dynamic Virtual Card Account, (each a “Card Account”) has been established.

The Principal’s agreement with the Bank in relation to the Facility is contained in:

- the forms used to establish the Facility as accepted by the Bank and any other letter or schedule from the Bank to the Principal relating to the pricing of the Facility, and any other document provided by the Bank to the Principal stated to form part of the agreement;
- these Facility Terms and Conditions; and
- the Card Conditions of Use, and
- the Card Account Fees and Charges Schedule each as varied in accordance with these Terms and Conditions.

Any use of a Card Account will be taken as the Principal’s agreement to comply with the terms.

Expressions used in these Terms and Conditions, which are not defined in these Terms and Conditions, will have the meaning given in the Card Conditions of Use.

## 2.0 The Banking Code of Practice.

Westpac has adopted the Banking Code of Practice 2019 (“Banking Code”). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.

If we provide you with a ‘banking service’ and you are an ‘individual’ or a ‘small business’ (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and prevail to the extent of any inconsistency with, these terms and conditions.

You can obtain a copy of the Banking Code from our website, your relationship manager or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out on page 2.

### **3.0 Cards Conditions of Use.**

When a Virtual Purchasing Card Facility is set up by the Bank for the Principal, the Principal agrees to provide each Authorised Signatory with a copy of the Card Conditions of Use, prior to their use of the Facility or any Card Account.

The Card Conditions of Use form part of these Terms and Conditions and bind the Principal. The Principal is liable to the Bank for any non-observance of the Card Conditions of Use by an Authorised Signatory or Authorised User.

### **4.0 Card Account issuance and cancellation.**

A Card Account will be issued only on the request of the Principal or an Authorised Signatory in writing or by any electronic means agreed to by the parties. Each request must specify the credit limit and if applicable any merchant and transaction limit restrictions for each Card Account.

The Principal must only request Card Accounts to be issued for purposes relating to the Principal's business expenses. The Principal must not issue any Card Account to a third party.

If the Principal or an Authorised Signatory requires a Card Account to be cancelled it must tell the Bank immediately by telephone, email or an electronic means agreed to by the parties. An advice by telephone may need to be confirmed in writing. The Bank's contact numbers are those specified at the front of this booklet or such other number as the Bank has notified the Principal from time to time.

### **5.0 Transaction restrictions.**

The Principal or an Authorised Signatory may elect by completion of the relevant Bank form to place restrictions on various types of transactions that may be undertaken by the use of a Card Account. The restrictions may be applied to an individual Card Account or to all the Card Accounts under the Facility. The types of restrictions available include setting the merchant category(ies) under which transactions may be processed and the maximum transaction limit per transaction. Other restrictions may be available at the discretion of the Bank. For Dynamic Virtual Card Tokens, the Authorised User may elect to place relevant restrictions on a Dynamic Virtual Card Token through the Dynamic Virtual Card Platform.

The restrictions placed on the Dynamic Virtual Card Token will be in addition to any placed on the Card Account.

All Card Accounts will have a cash access restriction, which will prevent Cash Advance and transfer transactions.

The Principal agrees to notify each Authorised Signatory of any restrictions that apply to the Card Account, including the business expense which an Authorised User is allowed to incur. There may be instances where the restrictions placed on a Card Account may not be effective. This is usually where electronic approval of transactions is not available (e.g. on manual transactions or where electronic authorisation networks may not be fully functioning). In these circumstances, it may be possible for an Authorised User to perform a transaction that would otherwise be restricted. The Principal agrees that:

- it is liable to the Bank for all such transactions; and
- in no circumstances will the Bank be liable to the Principal, because any transaction for which authorisation is sought proceeds notwithstanding a restriction nominated by the Principal (except where the Bank has failed to promptly apply an available restriction requested by the Principal and such failure is caused by the Bank's fraud, negligence or wilful misconduct).

## **6.0 The Facility.**

The Principal is liable to the Bank for all amounts outstanding under the Facility including all fees and charges which apply to the Facility. Where the Principal constitutes more than one party, the liability of each party under the Facility shall be joint and several. The Bank may, at any time and wherever possible with reasonable notice, terminate the Facility for any reason by written notice to the Principal.

If a Facility is terminated by the Bank all Card Accounts linked to that Facility will be immediately cancelled and no further credit will be extended on that Facility. The Principal remains liable for all amounts outstanding under the Facility after termination of the Facility including all transactions made by any Authorised Signatory or Authorised User prior to or after termination of the Facility.

## **7.0 Facility Limit.**

When the Facility is opened the Bank will advise the Principal of the applicable Facility Limit. The outstanding balance of the Facility must not exceed the Facility Limit. If for some reason it does at any time, the excess will be payable by the Principal immediately on demand by the Bank.

Each Card Account can have a credit limit up to the value of the overall Facility Limit, but the Principal must ensure that total outstanding balances across all Card Accounts under the Facility must not exceed the Facility Limit.

The Principal may apply to the Bank in writing at any time to vary the Facility Limit (but the Bank has no obligation to do so).

## **8.0 Credit limit.**

When the Principal or an Authorised Signatory applies for a Card Account, the Principal or Authorised Signatory will specify the credit limit applicable to the Card Account.

The Principal agrees to advise the Authorised Signatory of the credit limit that applies to that Card Account. The Principal or an Authorised Signatory on the Principal's behalf may apply to the Bank at any time to vary the credit limit by completing the relevant Bank form. If the Bank approves an application to vary a credit limit applicable to a Card Account, the Bank shall notify the Principal of the varied credit limit and specify the date on which the variation takes effect. The Principal agrees to notify the relevant Authorised Signatory of any such variation.

## **9.0 The Facility Account.**

- (a) The Facility Account will be charged with:
- the amount of any goods and services bought directly, using the Card Account(s), from a merchant or by mail, telephone, the internet or any other way authorised by the Bank from time to time;
  - the amount of all transactions performed through the services of telephone banking and online banking channels.
  - all applicable fees and charges (as advised by the Bank to the Principal from time to time).
- (b) The Principal agrees that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services to which the transaction relates.
- (c) The Principal agrees it will be liable for any recurring transactions arranged using a Card Account. The payments under these arrangements may continue to be honoured by Westpac even after the closure of the Card Account or Facility and the Principal will continue to be liable for these charges until these



arrangements are cancelled. Recurring transaction arrangements must be cancelled directly with the Merchant with whom the arrangement has been made. If a Merchant does not act on your instruction to cancel a recurring transaction arrangement you may contact us to raise the dispute with the Scheme on your behalf, in accordance with the Scheme Rules.

## 10.0 Processing date.

- (a) Transactions at our authorised terminals or devices may be processed to the Facility Account on the date of the transaction or the following Bank business day.
- (b) The Bank will process all other transactions to the Facility Account as soon as the Bank receives them.

We may subsequently adjust a debit or credit to the Facility Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or the dishonour of a cheque).

## 11.0 Account statements and reports.

Paper based or electronic transaction details will be issued for:

- each Card Account; and
- the Facility on a consolidated basis, weekly or monthly (depending on the Principal's arrangements with the Bank) if there have been any amounts debited or credited to the Facility during the relevant period or if there are any amounts owing by the Principal. The relevant weekly or monthly period is called a statement cycle and the last day of that period is the statement date.

All transaction details will be expressed in Australian currency. The Principal agrees to ensure that transaction details on the Facility Account are carefully checked as soon as they are received. If the Principal wishes to dispute an amount charged to a Facility Account, the Principal must bring the dispute to the Bank's attention (in writing) within 30 days of the date of the transaction.

If the Principal does not dispute an amount within that time, the Bank's ability to obtain a refund (if applicable) may be restricted under the Mastercard® and Visa scheme rules.

## 12.0 Payments.

The bank makes available various methods to consolidate Facility Account Balances for reporting and payment purposes. The balance outstanding on the Facility Account on each statement date will be payable in full within the agreed number of days of that statement date (the “settlement period”). Payments will be made via direct debit to the account(s) nominated by the Principal and accepted by Westpac. The direct debit will be processed by the Bank on the settlement day. Payments made after a statement date will not counteract the automatic monthly direct debit which will still be made on the due date for payment. Cards with credit balance at the end of the month will not net off against the debit balance of other card accounts. If the Principal changes or closes the account from which the payment of the Facility Account is drawn, the Principal must immediately notify the Bank of the change of account details and make alternative arrangements for payment. Failure to notify the Bank may cause the drawing for the Facility Account payment to be dishonoured.

Westpac reserves the right to cancel any arrangements to pay should the direct debit dishonour consecutively 3 times. The Bank may, at their discretion, also close the Facility should the direct debit payment fail consecutively for 3 months. Westpac will notify the Principal of this decision prior to Facility closure.

## 13.0 Fees and Charges.

Subject to all applicable laws, the Principal will pay all fees or charges which apply to the Facility from time to time. Please check the schedule or letter provided to the Principal at the time of establishing the Facility relating to pricing of the Facility, or any updated pricing information provided by the Bank to the Principal from time to time and any other correspondence from the Bank relating to fees and charges to determine which fees are applicable to the Facility. See clause 17 for further information about how we may make changes to fees and charges.

Information on current fees and charges applying to the Facility is available on request.

## **Government charges.**

Subject to any applicable law, the Principal will pay:

- any stamp duty payable in respect of the Facility; and
- any other government duties, taxes, rates or charges now or in the future charged on or in relation to the use of a Card Account or transactions debited or credited to the Facility Account, whether or not the Principal is primarily liable for such duties, taxes, rates or charges. (These amounts will be debited to the relevant Facility Account).

If the Principal is exempt from any of these government charges, an exemption authority issued by the appropriate government body must be provided to us to enable us to apply the exemption to the Facility.

## **14.0 Interest.**

No interest will be charged on purchases.

## **15.0 Representations and warranties.**

The Principal makes the following representations and warranties:

- This agreement is its valid and binding obligation enforceable in accordance with its terms.
- Each financial statement and all other information given by it or on its behalf to the Bank is true and correct in every particular. There has been no material change in its operations since the date to which the relevant information relates.
- There is no litigation, tax claim, dispute or administrative or other proceeding current or, to its knowledge, threatened, which may have a material adverse effect on it or its ability to perform its obligations under the Facility.
- It does not hold any asset as the trustee of any trust except as disclosed in writing to the Bank. These representations and warranties continue for as long as the Facility is in place.

## 16.0 Anti-Money Laundering and Counter-Terrorism Financing Obligations.

The Principal will obtain any account information and other signatory information in respect of each Authorised Signatory and Authorised User the Bank asks it to, as required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and associated legislation, guidelines and programmes.

## 17.0 Variations.

We may change the Facility Terms and Conditions or the Card Conditions of Use at any time and will notify the Principal of any changes with advance notice where practicable. However, advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts. We may also give you a shorter notice period (or no notice) if it is reasonable for us to manage a material and immediate risk.

(a) Changes we can make on a general basis.

We can make the following types of changes if we apply them to a class of customers or to a product type or feature:

- changes to payments (including changes to the amount, frequency, number of payments, the time of payment or how we calculate payments);
- changes to fees and charges (including introducing new fees and charges, changing the amount of them or the time of payment);
- other changes which:
  - reflect changes in law, an official directive, or the guidelines or requirements of a regulator or card scheme requirements;
  - impose, remove or adjust transaction limits;
  - reflect changes to our pricing;
  - reflect changes to our business or technological systems;
  - reflect current industry or market practice or conditions;
  - are administrative or correct a mistake or omission;

- we reasonably think You will benefit from; or
- are reasonably necessary to protect our legitimate interests.

(b) Changes we can make that will only apply to you.

We can make some changes that will only apply to you. These are:

- reducing the credit limit;
- other changes which:
  - reflect our risk associated with You, the Card Account and any security;
  - are administrative or correct a mistake or omission; or
  - reflect changes to our business or technological systems; or
- any other change which reduces your obligations or gives you more time to pay us.

We may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
<b>Changes to fees and charges (including the introduction of new fees and charges)</b>	30 days in advance	In writing or electronically
<b>Interest rate changes</b>	No later than the date of the change, except where the rate is linked to money market rates or other rates - changes to which we cannot notify you of in advance	In writing, electronically or through an advertisement in a major newspaper
<b>Change in the way interest is calculated or charged to your account</b>	30 days in advance	In writing or electronically

Type of change	Time frame	Method of notification
<b>Government charges</b>	In advance of the change, or reasonably promptly after the government agency, government or representative body notifies us, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through an advertisement in a major newspaper
<b>Any other change to a term or condition</b>	As soon as reasonably possible (which may be before or after the change) unless we believe the change is unfavourable to you in which case we will give you notice at least 30 days in advance.	In writing, electronically or through an advertisement in a major newspaper
<b>Reduction in a limit or a refusal to authorise further transactions on a Card Account</b>	30 days in advance unless we believe that the use of the Card Account may cause loss to you or us, in which case we will notify you as soon as reasonably possible (which may be before or after the change)	In writing, electronically or through an advertisement in a major newspaper

Type of change	Time frame	Method of notification
<b>Change in law (including any change in law, or guidance or requirements of a regulator, or a decision of a court or other dispute resolution process)</b>	As soon as reasonably possible (which may be before or after the change) unless we believe the change is unfavourable to you in which case we will give you notice at least 30 days in advance	In writing, electronically or through an advertisement in a major newspaper

By “electronically”, we mean by:

- electronic communication to your nominated electronic address; or
- making particulars of changes available at our website [westpac.com.au](http://westpac.com.au) and notifying you by electronic communication to your nominated electronic address that the information is available on our website.

The Principal is responsible for advising each Authorised Signatory and Authorised User of any variation.

## 18.0 Notices.

Notices may be provided in writing including by statement of account (including electronic statements), by facsimile or by newspaper advertisement depending on the nature of the notice in accordance with clause 17.

The Principal may give the Bank a notice by posting it in a prepaid envelope to the address mentioned in the inside front cover of this booklet or by transmitting a facsimile to the number in this booklet.

## 19.0 Facsimile/email service.

The Principal agrees that the Bank will communicate with the Principal, and the Principal can communicate with the Bank, by facsimile and/or email, and agrees as follows:

- Each facsimile instruction will be signed in accordance with the Principal’s current authorities held by the Bank and will be in a form satisfactory to the Bank. Emails shall also be accepted from those authorities when the Email originator is the same.

- (b) Provided a facsimile or email instruction appears on its face to be genuine, the Bank will have no obligation to verify the authenticity or accuracy of any facsimile or email instruction received from the Principal or purporting to have been sent by the Principal.
- (c) The Bank may act on any directions contained in such facsimile and/or email instructions, regardless of by whom the actual or purported instructions were transmitted or by what means any signature may have been affixed to the instruction and notwithstanding that such instruction may have been initiated or transmitted in error or fraudulently or may otherwise have been altered or distorted prior to or in the course of transmission. However, the Bank will not act on any directions contained in a facsimile or email instruction where it knows or reasonably suspects those instructions are fraudulent or unauthorised.
- (d) The Bank may, in its absolute discretion, defer acting in accordance with the whole or any part of a facsimile and/or email instruction pending further enquiry to or confirmation by the Principal but the Bank will not be under any obligation to do so in any case.
- (e) It will release the Bank from and indemnify the Bank against all losses and liabilities arising from any payment or action the Bank may make based on any instruction (even if not genuine) that the Bank receives by facsimile and/or email bearing the Facility reference details, Card Account number and signature(s) apparently that of an authorised signatory on the Facility. The Principal also agrees that neither the Principal nor anyone claiming through the Principal has any claim against the Bank in relation to these payments or actions.

**Please be careful!** There is a risk that fraudulent facsimile and/or email instructions may be made by someone who has access to the Facility reference details, Card Account numbers and a copy of the signature of an authorised signatory on the Facility.

## **20.0 Set off – No deduction.**

If the Principal has money in any account with the Bank, we can, but need not, use it to pay amounts owing under this agreement at any time.



If the Facility Account has a positive (credit) balance, the Bank may also use all or part of that balance to clear debts which the Principal owes the Bank in other loan or deposit accounts.

If the Bank acts as permitted by this clause, the balance of the account from which it has taken the money will reduce by the amount used for the purpose of clearing debts in other account(s).

The Principal gives up any right to set off any amounts the Bank owes it (for example, credit balances in the Principal's accounts) against amounts the Principal owes under this agreement or any security for it.

The Principal will need to pay any money it is required to pay under the Facility without deducting amounts it claims are owing to the Principal by the Bank or any other person.

## **21.0 Assignment.**

The Principal may not transfer this Facility If the Bank wants to transfer this Facility it can do so. If the Bank wants to do so, it can give anyone all information that privacy laws allow it to give. As allowed by law, any transfer by the Bank will be free of any set-off, equity or cross claim which the Principal would have had against the Bank or any transferee but for this clause.

## **22.0 Indemnity and costs.**

The Principal agrees to indemnify the Bank for all direct loss and reasonable costs and expenses (including legal costs) it incurs as a result of the Principal failing to observe or perform any term of the Facility or the actual or contemplated enforcement of the Bank's rights under the Facility. However, this does not apply to any loss, cost or expense caused by the fraud, negligence or wilful misconduct of the Bank (or its employees or agent).

## **23.0 No waivers.**

If the Bank does not take some action when it is allowed to, it does not mean it is giving up the right to take that action and cannot do it later.

## **24.0 Enforceability and validity.**

If any provision of this agreement is unenforceable in any jurisdiction that does not invalidate the remaining provisions of this agreement or affect the validity or enforceability of that provision in any other jurisdiction.

## 25.0 Governing law.

This agreement is governed by the laws of New South Wales.

## 26.0 Foreign Tax Residency.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, we may be required to limit the services we provide to you e.g., in a form of account restrictions if you have not provided us with your foreign tax residency information 30 days after we have contacted you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (for example for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling Foreign Tax Operations on 1300 725 863 or +61 2 9155 7580 for customers outside Australia. For more information you can also visit our page on Foreign Tax Residency: [westpac.com.au/foreigntaxresidency](https://westpac.com.au/foreigntaxresidency)

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## 27.0 Privacy Obligations.

This clause applies if personal information (including of any staff or authorised users of the Service) is provided to Westpac by or on behalf of the Client or collected directly by Westpac in relation to any Service (Services PI).

With respect to Services PI, in addition to complying with its own obligations under the Privacy Act, the Client must:

- (a) take reasonable steps to notify (or, if requested, assist Westpac to notify) each individual whose personal information may be collected by or provided to Westpac that Westpac will collect, use and disclose Services PI in accordance with the Westpac Privacy Statement, which can be found at [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) or obtained by contacting your Relationship Manager or Westpac representative;
- (b) with respect to any incident or data breach involving Services PI:
  - (i) immediately notify Westpac in writing to your Relationship Manager; or
  - (ii) provide such assistance as Westpac may reasonably request, or comply with any reasonable direction Westpac may give, regarding notification or resolution of any incident or data breach (however arising).

To the extent that it applies, the Client must comply with the *Privacy Act 1988* (Cth) in relation to any personal information it provides to Westpac in connection with this Agreement, and if the Client engages in activities in a jurisdiction other than Australia, it must comply also with the applicable privacy laws in that jurisdiction.

## **28.0 Privacy Statement (for individuals whose personal information may be collected – in this clause referred to as “you”).**

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) or by calling us through your relationship manager or Westpac representative. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

## **29.0 External service providers.**

We may subcontract any of our rights and obligations under these terms and conditions to another person in Australia or overseas, although we will remain responsible for the performance of those obligations.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the Westpac Privacy Statement which is available at [westpac.com.au/privacy/privacy-statement](https://westpac.com.au/privacy/privacy-statement) (as updated from time to time).

# Card Conditions of Use

## 1.0 These Conditions of Use.

### 1.1 Introduction.

- (a) These Conditions of Use govern the use of a Card Account and, where applicable, set out your rights and obligations regarding authorised transactions on the Card Account.
- (b) Your authorisation to make transactions on the Card Account enables you to access the Facility Account.
- (c) If you do not understand anything contained in these Conditions of Use or any other document relating to the use the Card Account, please talk to the Principal or Westpac using the contact details on the inside cover of this booklet. We will be happy to help you.
- (d) In addition to these Conditions of Use, all other separate terms and conditions (express or implied) applicable to a Card Account will continue to have effect to you and to the transactions involving the Card Account.
- (e) If there is any inconsistency between these Conditions of Use and any other document, these Conditions of Use shall prevail unless the inconsistency is to the Facility Terms and Conditions, in which case the Facility Terms and Conditions shall prevail.

### 1.2 When the Card Conditions of Use take effect.

Unless you have previously accepted these Conditions of Use, any use of the Card Account will be taken as your agreement to comply with these Conditions of Use.

## 2.0 Definitions.

In these Conditions of Use:

- (a) **“Authorised Signatory”** means any person nominated by the Principal;
  - (i) as the Authorised Signatory for a Sublevel under the Facility including when nominated as the primary contact person for that Sublevel and any Card Account issued under that Sublevel;

(ii) to receive the Card Account Details for the relevant Card Account(s);

(iii) to receive communication from Westpac that relates solely to Card Account(s) under a Sublevel,

(iv) if relevant and at the discretion of the Principal to amend the details of any Card Account, and

(v) is identified to Westpac's customer identification requirements as requested and notified by Westpac from time to time, including at opening of the Facility.

- (b) **"Authorised User"** means a person authorised by the Principal or an Authorised Signatory to transact on the Card Account(s). For Dynamic Virtual Cards, an Authorised User would also need to be identified in accordance with Westpac's customer identification requirements as requested and notified by Westpac from time to time, including at opening of the Facility.
- (c) **"Bank", "Westpac", "our", "we" or "us"** means Westpac Banking Corporation ABN 33 007 457 141.
- (d) **"Card Account"** means a Virtual Purchasing Card Account or Dynamic Virtual Card Account as requested by the Principal to be set up under their Facility.
- (e) **"Card Account Details"** means the Virtual Purchasing Card Account Details or Dynamic Virtual Card Account Details as applicable.
- (f) **"Card Account Number"** means a Virtual Purchasing Card Account Number or Dynamic Virtual Card Account Number, as applicable.
- (g) **"Cash Advance"** means any transaction treated by us as a cash advance, including transactions where you:
- draw cash from the Facility Account using an automatic teller machine or at a financial institution; or
  - receive from a Merchant a cash substitute (including, but not limited to, using the Facility Account to purchase gambling chips or tokens, traveller's cheques or money orders, or to load value to a stored value card or facility); or
  - use the Facility Account to pay bills through a third party where the Merchant does not accept credit card payments; or
  - use the Facility Account to pay bills over the counter at a financial institution; or

- transfer, or arrange for the transfer of, funds from the Facility Account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. Westpac, as the issuer of your Card Account, is only able to determine whether to treat a transaction you make with a Merchant on the Facility Account as a purchase or a Cash Advance, based on information (including the type of business conducted by the Merchant) provided by that financial institution in the course of processing the transaction. Accordingly, credit card transactions made with certain Merchants may be treated as Cash Advances, even though such transactions do not fall within any of the above transaction categories. The most common types of Merchant outlet where this may occur are newsagencies and Merchants that sell lottery tickets or other gambling/gaming products.

- (h) **“CVV”** means the 3 digit number card verification value.
- (i) **“Dynamic Virtual Card Account”** means a card account provided by Westpac under Mastercard scheme. Transactions are authorised on the Dynamic Virtual Card Account through the use of the Dynamic Virtual Card Account Details.
- (j) **“Dynamic Virtual Card Account Details”** means collectively, with reference to a Dynamic Virtual Card Account, the related Dynamic Virtual Card Account Number, CVV and Dynamic Virtual Card expiry date and provided securely as requested to the contact person and/or Authorised Signatory authorised by the Principal.
- (k) **“Dynamic Virtual Card Account Number”** is the unique 16-digit account number generated by the Bank for each Dynamic Virtual Card Account.
- (l) **“Dynamic Virtual Card Platform”** is an online platform that can be accessed by an Authorised User to generate or cancel Dynamic Virtual Card Tokens for transactional purposes.
- (m) **Dynamic Virtual Card Token** - means a unique 16 digit, securitised virtual card number, CVV and Expiry Date that is created for a Dynamic Virtual Card Account using the Dynamic Virtual Card Platform.
- (n) **“Employee”** means any officer, employee agent or contractor.

- (o) **“Facility”** means the Virtual Purchasing Card facility applied for and established for the Principal by the Bank.
- (p) **“Facility Account”** means the Westpac account in the name of the Principal under which the Principal can set up either Virtual Purchasing Card Accounts or Dynamic Virtual Card Accounts.
- (q) **“Facility Limit”** means the facility credit limit which the accumulated Card Account credit limits must not exceed.
- (r) **“Foreign transaction”** is any transaction made using the Card Account:
- in a currency other than Australian dollars; or
  - in Australian dollars or any other currency with a Merchant located outside Australia; or
  - in Australian dollars or any other currency that is processed by an entity located outside Australia.
- Note:** It may not always be clear to you that the Merchant or entity processing the transaction is located outside Australia.
- (s) **“Foreign Transaction Fee”** is a fee charged to you by Westpac, calculated as a percentage of the Australian dollar value of a Foreign Transaction. The percentage may vary from time to time depending on the applicable credit card scheme.
- (t) **“Online Banking”** means the online banking services that allow you to carry out a range of transactions and obtain information about your accounts and is governed by a separate terms and conditions located at [westpac.com.au](http://westpac.com.au) Online Banking access to the Card Accounts shall only be provided if you separately apply for and are approved by us for Online Banking.
- (u) **“Merchant”** means a provider of goods or services who accepts payment by card.
- (v) **“Merchant Category”** means the merchant category(ies) nominated by the Principal or Authorised Signatory to apply to the Card Account.
- (w) **“Principal”** means the business entity who has applied for the Facility and, whose name the Facility Account is conducted and who is responsible for all transactions made under the Facility and by use of the Facility Account, in accordance with the Facility Terms and Conditions and these Conditions of Use.



- (x) **“Sublevel”** means a level in the Facility hierarchy that identifies Card Account(s) issued for a department/region or division of the Principal.
- (y) **“Telephone Banking”** including **“Business Telephone Banking”** means the use of the telephone to carry out a range of transactions, such as, checking account balances and paying bills. Telephone Banking terms are governed by separate terms and conditions located at [westpac.com.au](http://westpac.com.au) Telephone Banking access to any Card Account shall only be provided if you separately apply for and are approved by us to receive Telephone Banking.
- (z) **“Virtual Purchasing Card Account”** means a card account provided by Westpac for transactional purposes. A Virtual Purchasing Card Account can be issued under either Mastercard scheme or Visa scheme as requested by the Principal. Transactions are authorised on the Virtual Purchasing Card Account through the use of the Virtual Purchasing Card Account Details.
- (aa) **“Virtual Purchasing Card Account Details”** means, with reference to a Virtual Purchasing Card Account, the Virtual Purchasing Card Account Number, CVV and expiry date generated by the Bank and provided securely as requested to the contact person and/or Authorised Signatory authorised by the Principal.
- (bb) **“Virtual Purchasing Card Account Number”** is the unique 16 digit account number generated by the Bank for each Virtual Purchasing Card Account.
- (cc) **“Westpac Foreign Transaction Fee”** is the sum of the relevant Westpac On-Charged Scheme Fee and the relevant Westpac Processing Fee.
- (dd) **“you”** or **“your”** in these Conditions of Use means any Authorised Signatory and Authorised User.

## 3.0 Card Account.

### 3.1 Use of the Card Account.

- (a) The Card Account must be used solely for business purposes authorised by the Principal and not for private or domestic purposes.
- (b) You must not access the Card Account for any unlawful purpose, including the purchase of goods and services prohibited by the laws of the Australia and/or the laws of the laws of the location where the Card Account is used.

### **3.2 Card Account validity and expiry.**

- (a) The Card Account is valid only if it used during the validity period.
- (b) You must store all Card Account Details securely and destroy and dispose of the Card Account Details when they are no longer valid.

### **3.3 Card Account reissue.**

We may issue a new Card Account to you at any time. All such Card Accounts are subject to these Conditions of Use. We reserve the right not to reissue a Card Account.

### **3.4 All Card Accounts remain our property.**

You agree that the Card Account and Card Account Details remain the property of the Bank and agree to destroy and dispose of the Card Account Details or Dynamic Virtual Card Token on:

- our request or at the request of the Principal;
- cancellation of the Card Account;
- closure or termination of the Facility Account; or
- termination of your authority to use the Card Account.

## **4.0 Using the Card Account.**

### **4.1 Where can you access the Card Account?**

- (a) The Principal or an Authorised Signatory may have the ability to restrict the types of transactions that are allowed on a Card Account when accessing the Facility Account. The restriction may limit any one or more of the following:
  - the types of Merchants, financial institutions that may accept the Card Account;
  - the country where the Merchant, financial institution is located;
  - the number and/or value of transactions you may make;
  - the day of the week and/or the time of day that you may make transactions; and/or
  - whether you may undertake purchase transactions with the Card Account.

The Principal is to notify the Authorised Signatory of the types of restrictions applicable to the Card Account.

## **4.2 Do transactions have to be authorised?**

- (a) Certain transactions on a Facility Account may need to be authorised by us before they can proceed (even if they are of a type the Principal has not restricted under clause 4.1). Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction.

We may not authorise a proposed transaction in certain circumstances, for example if:

- it is not within the permitted transaction restrictions imposed on the Card Account by the Principal;
  - the credit limit for the Card Account would be exceeded; or
  - the overall limit applicable to the Facility would be exceeded.
- (b) Once the authorisation is obtained, it will reduce the amount of available funds on the Facility Account. If the purchase or other transaction is not completed, the amount of available funds on the Facility Account may continue to be reduced for up to four working days after the authorisation is obtained.
- (c) We reserve the right to decline authorisation for any transaction made using a Card Account.

## **4.3 How much credit can you obtain?**

- (a) Transactions made by you must not exceed the credit limit unless the Principal and the Bank have previously agreed and prior arrangements have been made.
- (b) To protect against fraud, you cannot draw against the value of deposited cheques until 3 working days after the deposit has been made. (In certain uncommon circumstances, this period may be extended by a further one, or even two, working days). If drawings are made against a deposited cheque before it has been paid by the financial institution on which it is drawn, the Principal will have to reimburse the Bank if the cheque is subsequently dishonoured.

## 4.4 Recurring transactions.

You must ensure that you cancel any recurring transaction arrangement you have on the Card Account on the first to occur of:

- the underlying agreement for the supply of goods or services by the Merchant being cancelled;
- closure or cancellation of the Card Account; or
- closure of the Facility.

You can cancel recurring transactions by contacting the merchant. Westpac may honour any transaction processed to the Card Account under the arrangement prior to your termination of the arrangement, including in circumstances where the Card Account or Facility has been cancelled or closed. The Principal will be liable for any payments honoured by Westpac in accordance with the terms and conditions of the Facility.

## 4.5 Merchants and other financial institutions.

- (a) We are not responsible if a Merchant or financial institution refuses or is unable to accept the Card Account Details or Dynamic Virtual Card Token. Subject to any applicable law, we are not responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with the Card Account, you must resolve this directly with the Merchant.
- (b) Card scheme promotional material displayed on any premises, or other published material is not a warranty by us, by any other financial institution or by Merchants carrying on business there, that all goods and services available at those premises may be purchased with the Card Account.

## 4.6 Foreign Transactions.

We will charge the Foreign Transaction Fee on any Foreign Transaction which we debit to your Card Account.

**Note:** the Foreign Transaction Fee may be charged in circumstances where you may not be aware that the Merchant or entity processing the transaction is located outside Australia.

### **Visa.**

- (a) Foreign Transactions made in a currency other than Australian dollars:

Visa Worldwide Pte Limited (Visa) processes purchases, any other charges incurred and refunds in foreign currencies, and converts these transactions into Australian dollars. Transactions that are made in United States dollars, Canadian dollars, New Zealand dollars, Singapore dollars, Pounds Sterling, Euros and Japanese Yen are converted directly into Australian dollars. Transactions that are made in any other foreign currency are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is a wholesale market exchange rate selected by Visa from within a range of wholesale market rates in effect the day before they process the transaction.

A Foreign Transaction Fee charged to you in accordance with clause 13.0 of the Facility Terms and Conditions for purchases is shown separately on your statement from the converted Australian dollar amount of the transaction.

(b) Foreign Transactions in Australian dollars:

Foreign Transactions may be conducted in Australian dollars, or converted into Australian dollars by the merchant or financial institution processing the payment. In each case, Westpac will charge a Foreign Transaction Fee on the Australian dollar amount of the Foreign Transaction.

A Foreign Transaction Fee charged to you in accordance with clause 13.0 of the Facility Terms and Conditions for purchases is shown separately on your statement from the converted Australian dollar amount of the transaction.

**Note:** Westpac has no control over the exchange rate used by a merchant or financial institution to convert a foreign currency amount into Australian dollars.

**Mastercard.**

- (c) Mastercard International (Mastercard) processes purchases, any other charges incurred and refunds made in foreign currencies, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is either a government mandated exchange rate or a wholesale exchange rate,

selected by Mastercard for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is posted to the Card Account.

A Foreign Transaction Fee charged to you in accordance with clause 13.0 of the Facility Terms and Conditions for purchases is shown separately on your statement from the converted Australian dollar amount of the transaction.

(d) Foreign Transactions in Australian dollars:

Foreign Transactions may be conducted in Australian dollars, or converted into Australian dollars by the merchant or financial institution processing the payment. In each case, Westpac will charge a Foreign Transaction Fee on the Australian dollar amount of the Foreign Transaction.

A Foreign Transaction Fee charged to you in accordance with clause 13.0 of the Facility Terms and Conditions for Foreign Transactions is incorporated into the Australian dollar amount of the transaction shown on your statement.

**Note:** Westpac has no control over the exchange rate used by a merchant or financial institution to convert a foreign currency amount into Australian dollars.

(e) Refunds and chargebacks of Foreign Transactions:

Any refund or chargeback relating to a Foreign Transaction made in a foreign currency will be converted to Australian dollars by Visa International or Mastercard in accordance with clause 4.6 (a) and 4.6 (c) above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign Transaction was initially processed.

A Foreign Transaction Fee charged on a Foreign Transaction will be reversed if a chargeback is applied to the transaction.

Foreign Transactions which are refunded by the Merchant other than via a chargeback process will still incur the Foreign Transaction Fee on the original transaction. No Foreign Transaction Fee will be charged on the refund transaction.

## **4.7 Transaction records.**

You must keep all vouchers and transaction records given to you by Merchants and financial institutions to help you and/or the Principal check transaction details on the Account.

## **4.8 Anti-Money Laundering and Counter-Terrorism Financing Obligations.**

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any country). Where transactions are delayed, blocked, frozen or refused Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with the Card Account and Facility Account;
- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings:

- (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activities for which the Card Account and Facility is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## 5.0 Your responsibilities and liabilities.

### 5.1 What to do.

- (a) Because anyone who has the Card Account Details (including details that can be used to access the Dynamic Virtual Card Platform) can make transactions on the Card Account, you must take special care to protect them.
- (b) To protect the Card Account,
- you must destroy our letter telling you the Card Account Details;
  - if you keep the Card Account Details, store them securely; and
  - do not give the Card Account Details to anybody else, including our staff, the Principal's staff (including any Authorised User), friends and family. Note, the Authorised Signatory authorised by the Principal to receive the Card Account Details, can and sometimes will need to provide our staff the Card Account Number to discuss any issues relevant to the Card Account.

To minimise the risk of unauthorised transactions occurring on the Card Account, it is best to keep all the Card Account Details, securely (including details that can be used to access the Dynamic Virtual Card Platform).

### 5.2 Liability for unauthorised use, loss or theft of the Card Account Details.

- (a) This clause 5.2 outlines the Principal's liability regarding the unauthorised use, loss or theft of the Card Account Details or unauthorised access or use of the Dynamic Virtual Card Platform.
- (b) Until we receive notice that the Card Account Details have been lost or stolen or of any unauthorised transactions, the Principal may be liable for unauthorised transactions made to the Facility Account including mail or telephone orders or any other transactions. In these cases, the Principal's liability will not exceed \$50. The Principal will not be liable for any unauthorised transactions made after we receive notice from the Principal or you.
- (c) If you or the Principal have unreasonably delayed notifying us of the loss or theft of the Card Account Details or of any unauthorised transactions, the



Principal may be liable for the loss incurred before notification is received by us.

- (d) This clause 5.2 does not apply to limit the Principal's liability for unauthorised transactions which are made with the Card Account or with the consent of, an Authorised Signatory or an Authorised User.

## **6.0 Our responsibilities and liabilities.**

### **6.1 Card Account access.**

- (a) We will maintain access to the Card Account at all times unless:
- a Merchant refuses to accept the Card Account Details or Dynamic Virtual Card Token;
  - the Card Account is considered out of order by us.

In either of these circumstances, access to the Card Account may be denied or withdrawn without prior notice to you.

- (b) We reserve the right at any time to alter the types of transactions which may be undertaken, using the Card Account.

### **6.2 Card Account cancellation.**

- (a) We reserve the right to cancel any Card Account at any time. We may do so without prior notice if we believe that continued use of a Card Account may cause a loss to either the Principal or us. We will cancel a Card Account if the Principal or Authorised Signatory asks us to.

Once you are notified of the cancellation, you must not use the Card Account. You must destroy the Card Account Details and dispose of them securely. You must also ensure you cancel or update all direct debit or recurring payment arrangements that are in place using the Card Account to reflect that the Card Account is no longer in use.

The Principal will remain liable for transactions made by an Authorised Signatory or Authorised User prior to or after cancellation of the Card Account. You may be liable to the Principal for any use of a Card Account after you have received notice of its cancellation.

## **7.0 Lost or stolen Card Accounts, disputed transactions and complaints.**

### **7.1 How to report lost or stolen Card Account Details or dispute a transaction.**

(a) **What to do.**

You must immediately notify us and the Principal if Card Account Details are lost or stolen, or you suspect that unauthorised transactions have been made on a Card Account. We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. Where your report is made by telephone, we may require you to confirm it at one of our branches and complete certain documentation.

(b) **How to tell us.**

If any Card Account Details are lost or stolen in Australia or overseas, the best way to contact us is to telephone us using the number listed at the front of this booklet.

You may call in at one of our branches in Australia, but we prefer that you telephone us immediately so that we can put a stop on your Card Account straight away. If your Card Account is Mastercard or Visa branded and it is lost or stolen overseas, you may report the loss to:

- Mastercard Global Service (if your Card Account is a Mastercard Card Account); or
- Visa Global Customer Assistance Services (if your Account is a Visa Card Account); or
- any financial institution displaying the applicable scheme sign.

If you can't contact us by phone because our telephone numbers are not available, you will not be responsible for unauthorised use of your Card Account which could have been prevented if you were able to contact us by phone.

You must, however, tell us of the loss or theft of your Card Account Details or any unauthorised transactions within a reasonable time from the re-establishment of our telephone reporting facilities.

## 7.2 Investigating and resolving problems.

- (a) If you have a problem or complaint, we aim to resolve it at your first point of contact with us. If we cannot do so, we will escalate it to our Customer Relations and Support Team. You can also contact our Customer Relations and Support Team:

**Phone:** 1300 130 206

**Email:** Go to our website, [westpac.com.au](http://westpac.com.au) and click on 'Contact us' and then 'Customer Feedback'.

**Fax:** 1300 655 858

**Mail:** CRST  
GPO Box 5265  
Sydney NSW 2001

- (b) If you are not satisfied with our response, you may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA's contact details are:

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

## 8.0 Communication with you.

From time to time, members of the Westpac Group would like to be able to contact you, or send you information, regarding other Westpac branded products and services that we feel might be of relevance or benefit.

Although we encourage you to receive this information, it is not compulsory. If you do not wish to receive it, please advise us in one of these three ways:

- call Business Telephone Banking on 132 142;
- write to us at GPO Box 3433, Sydney NSW 2001;
- visit any of our branches

You don't need to do this if you have already told us you do not want this sort of information.

## 9.0 Governing law.

These Conditions of Use are governed by the laws of New South Wales.

## 10.0 Privacy Obligations.

This clause applies if personal information (including of any staff or authorised users of the Service) is provided to Westpac by or on behalf of the Client or collected directly by Westpac in relation to any Service (Services PI).

With respect to Services PI, in addition to complying with its own obligations under the Privacy Act, the Client must:

- (a) take reasonable steps to notify (or, if requested, assist Westpac to notify) each individual whose personal information may be collected by or provided to Westpac that Westpac will collect, use and disclose Services PI in accordance with the Westpac Privacy Statement, which can be found at [westpac.com.au/privacy/privacy-statement](https://westpac.com.au/privacy/privacy-statement) or obtained by contacting your Relationship Manager or Westpac representative;
- (b) with respect to any incident or data breach involving Services PI:
  - (i) immediately notify Westpac in writing to your Relationship Manager; or
  - (ii) provide such assistance as Westpac may reasonably request, or comply with any reasonable direction Westpac may give, regarding notification or resolution of any incident or data breach (however arising).

To the extent that it applies, the Client must comply with the *Privacy Act 1988* (Cth) in relation to any personal information it provides to Westpac in connection with this Agreement, and if the Client engages in activities in a jurisdiction other than Australia, it must comply also with the applicable privacy laws in that jurisdiction.

## 11.0 Privacy Statement (for individuals whose personal information may be collected – in this clause referred to as “you”).

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) or by calling us through your relationship manager or Westpac representative. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

## 12.0 External service providers.

We may subcontract any of our rights and obligations under these terms and conditions to another person in Australia or overseas, although we will remain responsible for the performance of those obligations.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the Westpac Privacy Statement which is available at [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) (as updated from time to time).



ISO 14001 LONG LIFE



CHLORINE FREE



MANAGEMENT SYSTEMS

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