

Westpac Banking Corporation

MasterCard® SecureCode™ and Verified by Visa

Terms of Service

Welcome and thank you for choosing to use the MasterCard SecureCode and Verified by Visa service from Westpac Banking Corporation Ltd.

Use of MasterCard SecureCode and Verified by Visa service is subject to this Terms of Service Agreement. After you have read this Terms of Service Agreement, please click "I Agree" to agree to the terms and conditions contained herein. If you do not agree, you may not register for or use MasterCard SecureCode and Verified by Visa service. In this Agreement, "we," "us," or "our" refers to (i) Westpac Banking Corporation Ltd. (hereinafter "THE BANK"); or (ii) MasterCard International Incorporated or its affiliates (hereinafter "MasterCard International") operating the service on behalf of THE BANK; and "you," "your," or "yours" refers to the cardholder using MasterCard SecureCode and Verified by Visa service.

This Terms of Service Agreement supplements our cardholder agreement(s) with you. In addition to this Terms of Service Agreement, MasterCard SecureCode and Verified by Visa service is also subject to the cardholder agreement governing the card transactions for which MasterCard SecureCode and Verified by Visa service is used.

1. ACCEPTANCE OF TERMS

- (a) MasterCard SecureCode and Verified by Visa provide their services to you, subject to the following Terms of Service ("TOS") and your cardholder agreement governing the card transactions for which MasterCard SecureCode and Verified by Visa service is used. The TOS may be updated from time to time without notice to you. You can review the most current version of the TOS at any time by returning to this page. In addition, when using MasterCard SecureCode and Verified by Visa service, you shall be subject to any posted guidelines or rules applicable to MasterCard SecureCode and Verified by Visa service that may be posted from time to time at the MasterCard and Visa website(s).
- (b) You agree that creation of a SecureCode™ and Verified by Visa service and/or use of MasterCard SecureCode and Verified by Visa service, will represent your acceptance of this TOS and that continued use of MasterCard SecureCode and Verified by Visa service after you have been advised of revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- (c) Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change MasterCard SecureCode and Verified by Visa service shall be subject to this TOS.
- (d) THE BANK, MasterCard International and Visa International reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, MasterCard SecureCode and Verified by Visa service (or any part thereof) with or without notice.
- (e) Upon request, you agree to sign a non-electronic version of this TOS.

2. DESCRIPTION OF MASTERCARD SECURECODE AND VERIFIED BY VISA SERVICE

MasterCard SecureCode and Verified by Visa service provides you with a way of increasing security in online and other transactions for which MasterCard SecureCode and Verified by Visa service is used by reducing the chances of fraud for those transactions. Registering for MasterCard SecureCode and Verified by Visa service involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which MasterCard SecureCode and Verified by Visa service is used, as discussed in more detail in Section 5 below. MasterCard SecureCode

and Verified by Visa service may also be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data, as defined in Section 3(b), and other personal information is not shared with the merchant, as discussed in more detail in Section 6 below.

3. YOUR REGISTRATION OBLIGATIONS

- (a) By signing up for MasterCard SecureCode and Verified by Visa service, you authorize us to retain certain information about you and your credit and debit cards. You authorize us to obtain from certain third parties selected by us, including consumer credit bureaus and other consumer reporting agencies, information about you, your credit cards, to use in connection with MasterCard SecureCode and Verified by Visa service. You authorize us to use and retain this information in accordance with our Privacy Policy (see Section 6 below). Your information will be associated with a unique identifier for you (i.e. your "SecureCode" and/or your "Verified by Visa").
- (b) You agree to provide true, accurate, current and complete information about yourself as prompted by MasterCard SecureCode and Verified by Visa service's registration form ("Registration Data"). If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of MasterCard SecureCode and Verified by Visa service.

4. REGISTRATION

- (a) In order to use MasterCard SecureCode and Verified by Visa service, you must provide certain information to us that allow us to validate your identity and verify that you are the owner of, or an authorized user, of the specified credit or debit card. The information that you provide may be validated against information THE BANK already has on file that is associated with you, your credit card(s), information THE BANK receives from one or more third parties, or information maintained by a third party.
- (b) If you are unable to provide adequate information to validate your identity, we have the right to not allow you to register for MasterCard SecureCode and Verified by Visa service. You warrant that the information is correct and that you have the legal right to use all of the credit and debit cards you register for MasterCard SecureCode and Verified by Visa service.
- (c) In order to use MasterCard SecureCode and Verified by Visa service, you must have the ability to access the World Wide Web and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.
- (d) In the event you have a question regarding the MasterCard SecureCode and Verified by Visa service registration process or a transaction using MasterCard SecureCode and Verified by Visa service, you should direct that question to our customer service department in accordance with the instructions in our cardholder agreement with you.

5. AUTHENTICATION

- (a) During registration in MasterCard SecureCode and Verified by Visa service, you may be asked to select or may be provided a SecureCode and/or Verified by Visa as well as Secret Question and Answer. When engaging in an online transaction or other transaction for which MasterCard SecureCode and Verified by Visa service is used, you may be asked for your SecureCode and/or Verified by Visa before a merchant accepts your card in payment for the transaction. If you are unable to provide your SecureCode and/or

Verified by Visa, or if the authentication through MasterCard SecureCode and Verified by Visa service otherwise fails, the merchant may not accept your card in payment for that transaction.

- (b) By registering in MasterCard SecureCode and Verified by Visa service, you assent to the use of MasterCard SecureCode and Verified by Visa service to evidence your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.
- (c) You acknowledge and agree that MasterCard SecureCode and Verified by Visa service may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(i), in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.

6. PRIVACY POLICY

- (a) Registration Data and all personally identifying information about you is subject to THE BANK's privacy policy for the MasterCard SecureCode and Verified by Visa service, as detailed below:
 - *We take extensive measures to secure your personal information, and will only use it for the purposes of providing the MasterCard SecureCode and Verified by Visa service. We will not use or disclose any cardholder information entered at the MasterCard SecureCode and/or Verified by Visa websites for any other purpose.*
 - *We want to emphasize that your information is properly safeguarded. Card information is transmitted using a high level of encryption, and is stored on our secure server behind a firewall to protect against unauthorized access.*
 - *In the event of any conflict between this MasterCard SecureCode and Verified by Visa service privacy statement and the Issuer's privacy policies published elsewhere (on its website, in its Membership Agreement and in its mailings to members), the Issuer's privacy policies shall prevail.*
- (b) The customer must accept all the above privacy policy conditions in order to register for and use MasterCard SecureCode and Verified by Visa service.

7. CARDHOLDER SECURECODE AND VERIFIED BY VISA SERVICE AND SECURITY

You are solely responsible for maintaining the confidentiality of your SecureCode and/or Verified by Visa, Registration Data and other verification information established by you with MasterCard SecureCode and Verified by Visa service, and all activities that occur using your SecureCode and/or Verified by Visa, Registration Data or other verification information supplied to or established by you with MasterCard SecureCode and Verified by Visa service. You agree not to transfer or sell your use of, or access to, MasterCard SecureCode and Verified by Visa service to any third party. You agree to safeguard the confidentiality of your user name and code for the MasterCard SecureCode and Verified by Visa service and/or this Website. You agree to immediately notify MasterCard SecureCode and Verified by Visa service by contacting us, as we require in our cardholder agreement with you, for a lost or stolen card or of any unauthorized use of your SecureCode and/or Verified by Visa or other verification information, or any other breach of security. You agree and acknowledge that MasterCard International assumes no responsibility and shall not be liable in anyway whatsoever to you or to any third party for your use of MasterCard SecureCode and Verified by Visa service. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, THE BANK shall not be liable for any loss or damage arising from your failure to comply with this TOS.

8. YOUR CONDUCT

You agree **not** to:

- (a) impersonate any person or entity using MasterCard SecureCode and Verified by Visa service;
- (b) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by MasterCard SecureCode and Verified by Visa service;
- (c) spam or flood the MasterCard SecureCode and Verified by Visa Websites or services;
- (d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the MasterCard SecureCode and Verified by Visa service Website or service or the software used in connection with MasterCard SecureCode and Verified by Visa service;
- (e) remove any copyright, trademark, or other proprietary rights notices contained in MasterCard SecureCode and Verified by Visa service;
- (f) "frame" or "mirror" any part of the MasterCard SecureCode and Verified by Visa service Website or service without the prior written authorization of both THE BANK and MasterCard International;
- (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the MasterCard SecureCode and Verified by Visa Websites or services or their contents;
- (h) otherwise interfere with, or disrupt, MasterCard SecureCode and Verified by Visa service or servers or networks connected to MasterCard SecureCode and Verified by Visa service, or violate this TOS or any requirements, procedures, policies or regulations of MasterCard SecureCode and Verified by Visa service or of any networks connected to MasterCard SecureCode and Verified by Visa service; or
- (i) intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by MasterCard (all of which shall constitute "Applicable Law") in connection with your use of MasterCard SecureCode and Verified by Visa service.

9. OUR LIABILITY

- (a) You agree that THE BANK and MasterCard International shall not be liable to you or to any third party for any modification, suspension or discontinuance of MasterCard SecureCode and Verified by Visa service. You agree and acknowledge that MasterCard International assumes no responsibility and shall not be liable in anyway whatsoever to you or to any third party for your use of MasterCard Secure Code.
- (b) Under no circumstances will MasterCard International or THE BANK be liable for any consequential, incidental, special or indirect losses or for loss of profit, business interruption or loss of business opportunities resulting from your use of MasterCard SecureCode and Verified by Visa service regardless of whether such damages arise in contract, tort (including negligence) or otherwise and regardless of whether we have been advised of, or are aware that such damages have been or may be incurred.
- (c) Due to the nature of the service, THE BANK, MasterCard International and Visa International will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the MasterCard SecureCode and Verified by Visa service.
- (d) MasterCard International, Visa International and THE BANK assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, this Website.

10. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through MasterCard SecureCode and Verified by Visa service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, THE BANK shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

You understand that use of MasterCard SecureCode and Verified by Visa service does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in MasterCard SecureCode and Verified by Visa service. For example, MasterCard SecureCode and Verified by Visa service does not verify the identity of the merchant or endorse the quality of the merchant's goods or services.

The MasterCard SecureCode and Verified by Visa service can only be used when shopping at participating online merchants.

11. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use MasterCard SecureCode and Verified by Visa service and to create binding legal obligations for any liability you may incur as a result of the use of MasterCard SecureCode and Verified by Visa service. Except as otherwise provided by Applicable Law or in our cardholder agreement with you, you understand that you are financially responsible for all uses of MasterCard SecureCode and Verified by Visa service by you and those authorized by you to use your Registration Data, your password or other verification information.

12. PROPERTY RIGHTS

- (a) MasterCard SecureCode and Verified by Visa service and this Website are protected by copyright and other laws of the United States and other countries. THE BANK, MasterCard International, Visa International and/or its suppliers retain all right, title, and interest in MasterCard SecureCode and Verified by Visa service and this Website and all content, information, websites, software, and other materials related thereto.
- (b) Some of the names referenced in this Website are trademarks or registered trademarks. You agree not to use any trademarks referenced or any confusingly similar marks for any purpose without the express prior written consent of the owner of the mark in each instance.

13. GENERAL

This Agreement will be construed and interpreted in accordance with the laws of the State of New York, without reference to its conflict-of-laws rules. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the New York state and US federal courts located in New York.

14. TERMINATION

- (a) If you want to end your ability to use MasterCard SecureCode and Verified by Visa service, you must contact THE BANK in writing so that your SecureCode and/or Verified by Visa and Registration Data with MasterCard SecureCode and Verified by Visa service can be deactivated. Any purchases you made using MasterCard SecureCode and Verified by Visa service prior to deactivation will not be affected.

(b) We may temporarily or permanently deactivate your ability to use MasterCard SecureCode and Verified by Visa service and terminate your relationship with us at any time, with or without fault on your part.