Virtual Purchasing Card Conditions.

Facility Terms & Conditions
Card Conditions of Use.

Effective as at 1 March 2020.
Postal address
Westpac Banking Corporation
Commercial Cards
GPO Box 18
Sydney NSW 2001

Facsimile number
(02) 9374 7003

Enquiries
Commercial Cards Customer Service Line
Available 24 hours, 7 days a week.

Within Australia
1300 650 107
After business hours:
1300 651 089

Overseas
Ring the operator in your current locality and book a reverse charge call to Australia +61 2 9374 7082
### Facility Terms and Conditions

1.0 Introduction .................................................................................. 5  
2.0 The Banking Code of Practice ......................................................... 5  
3.0 Cards Conditions of Use ................................................................. 6  
4.0 Virtual Purchasing 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. ...................................................................................... 9  
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. .... 11  
17.0 Variations. ..................................................................................... 11  
18.0 Notices. .......................................................................................... 13  
19.0 Facsimile/Email Service .................................................................. 13  
20.0 Set off – No deduction. ................................................................. 14  
21.0 Assignment. ................................................................................... 15  
22.0 Indemnity and Costs. ................................................................. 15  
23.0 No Waivers. .................................................................................. 15  
24.0 Enforceability and Validity. ............................................................ 15  
25.0 Governing Law. ............................................................................ 15

### Card Conditions of Use

1.0 These Conditions of Use. ................................................................. 16  
1.1 Introduction. ................................................................................... 16  
1.2 When the Card Conditions of Use take effect .................................. 16
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>Definitions</td>
<td>16</td>
</tr>
<tr>
<td>3.0</td>
<td>Virtual Purchasing Card Account</td>
<td>19</td>
</tr>
<tr>
<td>3.1</td>
<td>Use of the Card Account</td>
<td>19</td>
</tr>
<tr>
<td>3.2</td>
<td>Card Account validity and expiry</td>
<td>19</td>
</tr>
<tr>
<td>3.3</td>
<td>Card Account reissue</td>
<td>19</td>
</tr>
<tr>
<td>3.4</td>
<td>All Card Accounts remain our property</td>
<td>19</td>
</tr>
<tr>
<td>4.0</td>
<td>Using the Virtual Purchasing Card Account</td>
<td>20</td>
</tr>
<tr>
<td>4.1</td>
<td>Where can you access the Virtual Purchasing Card?</td>
<td>20</td>
</tr>
<tr>
<td>4.2</td>
<td>Do transactions have to be authorised?</td>
<td>20</td>
</tr>
<tr>
<td>4.3</td>
<td>How much credit can you obtain?</td>
<td>21</td>
</tr>
<tr>
<td>4.4</td>
<td>Recurring transactions</td>
<td>21</td>
</tr>
<tr>
<td>4.5</td>
<td>Merchants and other financial institutions</td>
<td>21</td>
</tr>
<tr>
<td>4.6</td>
<td>Foreign Transactions</td>
<td>22</td>
</tr>
<tr>
<td>4.7</td>
<td>Transaction records</td>
<td>24</td>
</tr>
<tr>
<td>4.8</td>
<td>Anti-Money Laundering and Counter-Terrorism Financing Obligations</td>
<td>24</td>
</tr>
<tr>
<td>5.0</td>
<td>Your Responsibilities and Liabilities</td>
<td>25</td>
</tr>
<tr>
<td>5.1</td>
<td>What to do</td>
<td>25</td>
</tr>
<tr>
<td>5.2</td>
<td>Liability for unauthorised use, loss or theft of the Virtual Purchasing Card Account Details</td>
<td>26</td>
</tr>
<tr>
<td>6.0</td>
<td>Our responsibilities and liabilities</td>
<td>26</td>
</tr>
<tr>
<td>6.1</td>
<td>Virtual Purchasing Card Account access</td>
<td>26</td>
</tr>
<tr>
<td>6.2</td>
<td>Virtual Purchasing Card Account cancellation</td>
<td>26</td>
</tr>
<tr>
<td>7.0</td>
<td>Lost or Stolen Virtual Purchasing Card Accounts, Disputed Transactions and Complaints</td>
<td>27</td>
</tr>
<tr>
<td>7.1</td>
<td>How to report lost or stolen Card Account Details or dispute a transaction</td>
<td>27</td>
</tr>
<tr>
<td>7.2</td>
<td>Investigating and resolving problems</td>
<td>28</td>
</tr>
<tr>
<td>8.0</td>
<td>Communication with you</td>
<td>29</td>
</tr>
<tr>
<td>9.0</td>
<td>Governing law</td>
<td>29</td>
</tr>
</tbody>
</table>
Facility Terms and Conditions.

1.0 Introduction.

The Principal has opened a Virtual Purchasing Card facility (the “Facility”) with the Bank under which Virtual Purchasing Card Accounts, (each a “Card Account”) will be 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 Virtual Purchasing Card Fees and Charges Schedule each as varied in accordance with these Terms and Conditions.

Any use of a Virtual Purchasing 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 Virtual Purchasing 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.

All Virtual Purchasing 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.

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 the Facility is terminated by the Bank all Virtual Purchasing Card Accounts will be immediately cancelled and no further credit will be extended on the 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.

There are two available options for Facility limits:

a) the aggregate value of credit limits across all Card Accounts under the Facility can be limited so as to not exceed the overall Facility limit; or

b) 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 Virtual Purchasing 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 Virtual Purchasing 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 Virtual Purchasing 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 thorough 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.
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 Virtual Purchasing 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 90 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 Principal may choose from the available payment methods, Bank account(s) and payment options to make payments to the Facility Account. Unless the terms of the selected payment option provide otherwise, 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”). Payment will be made by debit to the account(s) nominated by the Principal and accepted by Westpac. The debit will be processed by the Bank on the settlement day.

Depending on the payment arrangements agreed between the Principal and the Bank, in some cases 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.

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.

The Bank’s records regarding the Principal’s liability to the Bank under the Facility will be conclusive in the absence of manifest error.

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.

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 Virtual Purchasing 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 (including any information required to identify each Verifying Officer, Authorised Signatory and Authorised User) as required under Part 2 of the Anti-Money Laundering and Counter-Terrorism Financing Act.

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

<table>
<thead>
<tr>
<th>Type of change</th>
<th>Time frame</th>
<th>Method of notification</th>
</tr>
</thead>
<tbody>
<tr>
<td>New fee</td>
<td>30 days in advance</td>
<td>In writing or electronically</td>
</tr>
<tr>
<td>Interest rate changes</td>
<td>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</td>
<td>In writing, electronically or through an advertisement in a major newspaper</td>
</tr>
<tr>
<td>Change in the way interest is calculated or charged to your account</td>
<td>30 days in advance</td>
<td>In writing or electronically</td>
</tr>
<tr>
<td>Government charges</td>
<td>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</td>
<td>In writing, electronically or through an advertisement in a major newspaper</td>
</tr>
</tbody>
</table>
### Type of change

<table>
<thead>
<tr>
<th>Type of change to a term or condition</th>
<th>Time frame</th>
<th>Method of notification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any other change to a term or condition</td>
<td>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.</td>
<td>In writing, electronically or through an advertisement in a major newspaper</td>
</tr>
</tbody>
</table>

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:

(a) 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.

(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 loss, cost and expense (including legal costs on a full indemnity basis) 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.

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.
Card Conditions of Use.

1.0 These Conditions of Use.

1.1 Introduction.

(a) These Conditions of Use govern the use of a Virtual Purchasing Card Account (“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 any person authorised by the Principal or an Authorised Signatory to transact on the Card Account(s).

(c) “Bank”, “Westpac”, “our”, “we” or “us” means Westpac Banking Corporation ABN 33 007 457 141.

(d) “Card Account” or “Virtual Purchasing Card Account” means a Virtual Purchasing Visa® Card Account or Virtual Purchasing Mastercard® Account, as applicable, requested by the Principal to be set up under their established Facility and linked to the Facility Account. Transactions are authorised on the Card Account through the use of the Card Account Details.

(e) “Card Account Details” or “Virtual Purchasing Card Account Details” means collectively the Virtual Purchasing Card Account Number, Card Verification Value Code (“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.

(f) “Employee” means any officer, employee agent or contractor.

(g) “Facility” means the Virtual Purchasing Card facility applied for and established for the Principal by the Bank.

(h) “Facility Account” means the Westpac account in the name of the Principal and that the Principal can request Virtual Purchasing Card Accounts to be set up under the Facility and linked to the Facility Account.

(i) “Facility Limit” means the facility credit limit which the accumulated Virtual Purchasing Card Account credit limits must not exceed.
“Foreign transaction” is any transaction including Cash Advances made using the Card:

• 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.

“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.

“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. Online Banking access to the Card Accounts shall only be provided if you separately apply for and are approved by us for Online Banking.

“Merchant Category” means the merchant category(ies) nominated by the Principal or Authorised Signatory to apply to the Card Account.

“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.

“Sublevel” means a level in the Facility hierarchy that identifies Card Account(s) issued for a department/region or division of the Principal.

“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. 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.
(q) “Virtual Purchasing Card Account Number” is the unique 16 digit account number generated by the Bank for each Virtual Purchasing Card Account.

(r) “Westpac Foreign Transaction Fee” is the sum of the relevant Westpac On-Charged Scheme Fee and the relevant Westpac Processing Fee.

(s) “you” or “your” in these Conditions of Use means any Authorised Signatory and Authorised User.

3.0 Virtual Purchasing 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 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 the Virtual Purchasing Card Account Number, the expiry date and Card Verification Value Code (“CVV”) together the “Virtual Purchasing Card Account Details”, securely and destroy and dispose of the Virtual Card Account Details when they are no longer valid.

3.3 Card Account reissue.

We may issue a new Virtual Purchasing 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 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 Virtual Purchasing Card Account.

4.1 Where can you access the Virtual Purchasing Card?

(a) The Principal or an Authorised Signatory may have the ability to restrict the types of transactions that are allowed on a Virtual Purchasing 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 Virtual Purchasing 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 Virtual Purchasing 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. 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 Cash Advances, 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 and Cash Advances/withdrawals 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 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.

**Mastercard.**

(c) Mastercard International (Mastercard) processes Cash Advances, 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 and Cash Advances/withdrawals 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.
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 Virtual Purchasing Card Account Details 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.
5.2 Liability for unauthorised use, loss or theft of the Virtual Purchasing 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.

(b) Until we receive notice that the Card Account Details have been lost or stolen or of any unauthorised transactions, 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, or with the consent of, an Authorised Signatory or an Authorised User.

6.0 Our responsibilities and liabilities.

6.1 Virtual Purchasing 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;
- 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 Virtual Purchasing 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 Virtual Purchasing 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 Virtual Purchasing 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 Virtual Purchasing 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 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 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
Email: 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.
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