

Mastercard[®] Identity Check Terms of Service.

As at 20 February 2020.

The Mastercard Identity Check service is provided via systems operated and hosted by Westpac NZ. and CA Technologies.

In this Agreement, **we, us, or our** refers to Westpac NZ., and you, your, or yours refers to the user of Mastercard Identity Check.

This Terms of Service Agreement supplements and is incorporated in our cardholder agreement(s) with you. In addition to this Terms of Service Agreement, Mastercard Identity Check is also subject to the Westpac NZ. Credit and Debit Card Terms and Conditions - Cardholder governing the card transactions for which Mastercard Identity Check is used.

1. Acceptance of Terms.

- a. Mastercard Identity Check provides its service to you, subject to the following provisions of this Terms of Service Agreement and the Westpac NZ. Credit and Debit Card Terms and Conditions governing the card transactions for which Mastercard Identity Check is used. This Terms of Service Agreement may be updated by us from time to time without notice to you.
- b. You agree that use of Mastercard Identity Check, will represent your acceptance of this Terms of Service Agreement and that continued use of Mastercard Identity Check after you have been advised of revisions to this Terms of Service Agreement 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 Identity Check shall be subject to this Terms of Service Agreement.
- d. Westpac NZ. reserves the right from time to time to modify or discontinue, temporarily or permanently, Mastercard Identity Check (or any part thereof) with or without notice.
- e. Upon our request, you agree to sign a non-electronic version of this Terms of Service Agreement.

2. Description of Mastercard Identity Check.

Mastercard Identity Check provides you with a way of increasing security in online and other transactions for which Mastercard Identity Check is used by reducing the chances of fraud for those transactions. Using Mastercard Identity Check 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 Identity Check is used. Mastercard Identity Check also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Data (as defined in clause 4a below) and other personal information is not shared with the merchant, as discussed in more detail in Section 3 below.

3. Cardholder privacy.

- a. The Mastercard Identity Check system stores your Data (as defined in clause 4a below). Your Data (as defined in clause 4a below) will not be shared with online retail merchants or merchants in other transactions for which Mastercard Identity Check is used.
- b. You acknowledge and agree that Westpac NZ and CA Technologies may keep your Data on the Mastercard Identity Check system and also may disclose (including, but not limited to, disclosure to us) your Data (as defined in clause 4a below) if required to do so by Applicable Law (as defined in clause 5i below) in the good faith belief that such preservation or disclosure is permitted by Applicable Law (as defined in clause 5i below), or as reasonably necessary to (i) comply with legal process or (ii) enforce this Terms of Service Agreement.
- c. Data (as defined in clause 4a below) and all personally identifying information about you is subject to the privacy policy set out on our website at: <https://www.westpac.co.nz/who-we-are/about-westpac-new-zealand/westpac-legal-information/>

4. Cardholder registration, Passcode and security.

- a. You agree to (i) provide true, accurate, current and complete information about yourself, and (ii) maintain and promptly update the your Data to keep it true, accurate, current and complete. If you provide any Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of Mastercard Identity Check.
- b. You are responsible for maintaining the confidentiality of your Passcode, Data and other verification information established by you with Mastercard Identity Check, and all activities that occur using your Passcode, Data or other verification information supplied to or established by you with Mastercard Identity Check. You agree not to transfer or sell your use of, or access to, Mastercard Identity Check to any third party. You agree to immediately notify us by contacting us as we require in our Westpac NZ. Credit and Debit Card Terms and Conditions - Cardholder for a lost or stolen card of any unauthorized use of your Passcode or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law (as defined in clause 5i below) or in our cardholder agreement with you, neither ourselves nor Westpac NZ shall be liable for any loss or damage arising from your failure to comply with this Terms of Service Agreement.



5. Your conduct.

You agree not to:

- a. impersonate any person or entity using Mastercard® Identity Check;
- 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 Identity Check;
- c. spam or flood the Mastercard Identity Check Website or service;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Mastercard Identity Check Website or service or the software used in connection with Mastercard Identity Check;
- e. remove any copyright, trademark, or other proprietary rights notices contained in Mastercard Identity Check;
- f. "frame" or "mirror" any part of the Mastercard Identity Check Website or service without Mastercard's prior written authorisation;
- 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 Identity Check Website or service or its contents;
- h. otherwise interfere with, or disrupt, Mastercard Identity Check or servers or networks connected to Mastercard Identity Check, or violate this Terms of Service Agreement or any requirements, procedures, policies or regulations of Mastercard Identity Check or of any networks connected to Mastercard Identity Check; 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 Identity Check.

6. Liability.

- a. You agree that Westpac NZ shall not be liable to you or to any third party for any modification, suspension or discontinuance of Mastercard Identity Check.
- b. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of Mastercard Identity Check.
- c. You are responsible for ensuring that you have adequate firewall and other anti-virus software installed on your systems and hardware. Westpac NZ. assumes 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.

7. Dealings with Merchants.

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through Mastercard Identity Check, 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, we 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 Identity Check does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in Mastercard Identity Check. For example, Mastercard Identity Check does not verify the identity of the merchant or the quality of the merchant's goods or services.

8. Disclaimer of Warranties.

- a. You expressly understand and agree that any software obtained through the use of Mastercard Identity Check is downloaded and used at your own discretion and risk and that except as otherwise provided in this Terms of Service Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through Mastercard Identity Check.
- b. Except as otherwise required by any applicable state law, Westpac NZ makes no representations or warranties about Mastercard Identity Check of any kind, express or implied, including any warranties as to merchant ability or fitness for a particular purpose. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

9. Notice.

Notices to you may be made via either email or regular mail to any address in your Data or other information that you have provided to us in connection with any of your accounts with us, or your credit cards or debit cards issued or otherwise provided by us.

10. Age and Responsibility.

You represent that you are at least 18 (eighteen) years of age if you are using a Credit card or at least 15 (fifteen) years of age if you are using a Debit card by using the Mastercard Identity Check and further represent your intention to create binding legal obligations for any liability you may incur as a result of the use of Mastercard Identity Check. You understand that, except as otherwise provided by Applicable Law or in the Westpac NZ. Credit and Debit Card Terms and Conditions, you are financially responsible for all uses of Mastercard Identity Check by you and those authorized by you to use your Data, your Passcode or other verification information.