

## **Online Ordering Terms and Conditions**

### **Who We Are**

This online ordering service (the "Service") is provided by MasterCard Prepaid Management Services (NZ) Limited referred to as "we" or "us" or "our".

### **What These Online Ordering Terms and Conditions Apply To**

These Online Ordering Terms and Conditions apply to the Service - which consists of an online ordering facility for loading and reloading your Westpac Global Currency Card.

### **Westpac Global Currency Card**

Westpac Global Currency Card is issued by EML Payment Solutions Limited. A Product Disclosure Statement for the offer of the Westpac Global Currency Card is available and can be obtained from the website. We are responsible for the design, production and for distribution and processing services for the Card. Westpac is responsible for marketing and distribution of the Card via the website. Neither we, Westpac, nor any other party guarantees Westpac Global Currency Card.

All obligations owed to you in relation to money loaded onto the Westpac Global Currency Card are obligations of EML Payment Solutions Limited.

### **Defined Terms**

Capitalised terms that are used but not defined in these Online Ordering Terms and Conditions have the meaning given to them in the Product Disclosure Statement for the Westpac Global Currency Card.

### **Use of the Service**

The Service is only available to individuals aged 18 years or over who have a residential address in New Zealand. The Service may only be used to order the load or reload of the Westpac Global Currency Card for overseas travel and / or online shopping overseas. By ordering a load or reload via this website, you confirm that you have read and understood these Online Ordering Terms and Conditions and agree to be bound by them and to comply with all applicable laws and regulations. We reserve the right to refuse this Service to any person found to be acting outside these Online Ordering Terms and Conditions. All online orders are subject to the limits and fees set out in the Product Disclosure Statement.

### **Loading and Reloading**

In order to load or reload your Westpac Global Currency Card via this online ordering facility you will need to follow the instructions on the ordering pages on the website. You must provide the requested information for us to process your order. We reserve the right to request further information from you at any time to enable us to complete your order and / or to comply with regulatory requirements. Where we are not able to adequately confirm your identity to our satisfaction or where we believe that your order may breach our compliance policies we have the right to not accept your order. We will use various procedures to authenticate each transaction. By placing an order, you confirm that the details contained in the order are correct in all respects. The system will display a confirmation page setting out the details of your order. This confirms receipt of your order. An agreement to load or reload your

Westpac Global Currency Card is only formed when your payment is received into a specified Westpac Global Currency Card account and you receive a confirmation email that your order has been accepted.

### **Payment via Debit Card Load**

Debit Card Loads can only be made using a MasterCard debit card or Visa debit card held in your name. We may, with or without notice and without incurring any liability to you suspend or decline a Debit Card Load transaction in order to comply with any laws or regulations in New Zealand or any other country (including to manage anti-money laundering or counter-terrorism financing risks). Funds loaded using Debit Card Load will be available for use instantly. Debit Card Loads are subject to the fees and limits set out in the Product Disclosure Statement.

### **Payment via Bank Transfer Load**

If you elect to make payment via Bank Transfer Load we will send instructions to your nominated email address. To make payments via Bank Transfer Load follow the instructions set out in that email. Payments via Bank Transfer Load must be made from the account of the holder of the Westpac Global Currency Card and not from a third party bank account. For any Bank Transfer Load payment you must make payment within four (4) hours of placing the order. If you do not make payment within four (4) hours we may cancel your order. If we cancel your order we will refund the cost of the transaction to you. Once your payment via Bank Transfer Load is received into the specified Westpac Global Currency Card account and accepted, we will arrange for your Westpac Global Currency Card to be loaded or reloaded with the relevant funds within two New Zealand Business Days if you load before 2pm on a Business Day NZST. Bank Transfer Loads are subject to the fees and limits set out in the Product Disclosure Statement. IT IS IMPORTANT THAT YOU ENTER THE CORRECT BRANCH NUMBER AND ACCOUNT DETAILS WHEN YOU INITIATE A BANK TRANSFER LOAD PAYMENT FROM YOUR INTERNET BANKING FACILITY. IF YOU ENTER AN INCORRECT BRANCH OR ACCOUNT NUMBER FUNDS MAY BE CREDITED TO AN UNINTENDED RECIPIENT AND IT MAY NOT BE POSSIBLE TO RECOVER THOSE FUNDS.

### **Product Disclosure Statement and Terms and Conditions**

In addition to these Online Ordering Terms and Conditions you must have received, read and agreed to the Product Disclosure Statement and Terms and Conditions. By submitting this order you acknowledge that you have received, read, agreed to and will be bound by the Product Disclosure Statement and Terms and Conditions.

### **Personal Information and Security**

We use secure server software to make our internet transactions secure. Please view our Privacy Policy on the website to find out how we may use and disclose your personal information. You agree that all information provided by you is true and correct, that any material information will not be withheld and you will provide us with any additional information that may be required by us. We may require additional information from you in order to comply with regulatory requirements.

### **Limiting Our Liability**

We use reasonable care and skill in providing the Service. However, we shall not be liable to you for the following:

1. If we are unable to perform any of our obligations to you due to failure of any technical systems or for any other reasons beyond our reasonable control including, amongst other things, war, terrorism, government action, natural disaster, or industrial dispute;
2. For any damage to your computer equipment as a result of using this website or the Service;
3. For any funds that you are unable to recover as a result of a Bank Transfer Load payment to us where you have entered the wrong Branch and / or account number into your internet banking facility;
4. For any mistakes or incorrect information provided by you;
5. For any indirect or consequential losses, claims or damages suffered by you or incurred from your use of the website or the Service however caused.

Our maximum liability to you in respect of each use of the Service for the load or reload of your Westpac Global Currency Card shall be to refund the purchase price of that order. The disclaimers and limitations of liability in these Online Ordering Terms and Conditions shall not apply to any damages arising from death or personal injury caused by the negligence of us or any of our employees or agents or for fraud. If any provisions of these Online Ordering Terms and Conditions including these disclaimers and limitations shall be unlawful or unenforceable then such provisions shall fall away and shall not affect the validity and enforceability of the remaining terms and conditions that apply to Westpac Global Currency Card. This does not affect your statutory rights.

#### **Alteration of these Online Ordering Terms and Conditions**

We may at any time with immediate effect, in respect of future orders, change the website, the Service and these Online Ordering Terms and Conditions without liability to you. If we revise these Online Ordering Terms and Conditions, we will post the revised version on the website and by using the Service or placing orders after we have changed these Online Ordering Terms and Conditions, you will be accepting the changes.

#### **Third Party Rights**

When you place an order for the load or reload of your Westpac Global Currency Card we are entering a contract with you personally. Nothing in these Online Ordering Terms and Conditions will confer any benefit, or any right to enforce these Online Ordering Terms and Conditions, on any third party.

#### **Law and Jurisdiction**

Our relationship shall be governed and interpreted in accordance with the laws in New Zealand. Any dispute, which cannot be resolved between us, shall be resolved in the courts of New Zealand.