

# Card Management Platform

Terms and Conditions.

Effective date: 10 September 2023



# Important information

These Terms and Conditions, together with any other supplementary terms and conditions or notice we give you, form the governing terms of the Card Management Platform. Terms and conditions specific to your accounts or services accessible via the Card Management Platform may also apply. You should carefully read and consider these documents before making a decision about whether or not this product is suitable for you.

**Unless we advise you otherwise, the Card Management Platform is provided to you by:**

Westpac Banking Corporation  
275 Kent Street  
Sydney NSW 2000  
Australian Financial Services Licence No. 233714

If there's anything in this document that you would like to know more about, please contact your Westpac representative.

**Accessibility support.**

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register by visiting [accesshub.gov.au/about-the-nrs](https://accesshub.gov.au/about-the-nrs)

Visit [westpac.com.au/web-accessibility](https://westpac.com.au/web-accessibility) for further information on our accessible products and services for people with disability.

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# 1. Introduction

## 1.1 What is the Card Management Platform?

Card Management Platform is a secure online service platform, specifically designed for major corporations and government bodies to allow them to manage their Corporate and Purchasing Cards.

### Features:

- Available 24 hours a day, 7 days a week.
- Service Requests are received by Westpac in real time.

# 2. Before you use the Card Management Platform

## 2.1 Technology requirements

To ensure the highest level of security and to optimise your Card Management Platform experience, we recommend you access the Card Management Platform using the browser and connectivity requirements that have been outlined in your welcome email. You must take all responsible steps to ensure that staff who access the Card Management Platform are adequately skilled to operate the Card Management Platform.

## 2.2 Set up Users

You must notify us if you wish to add, or change, Users.

We will be entitled to act on the Instruction or on notification by the Administrator(s) unless Westpac employees or agents with direct responsibility for acting on Instructions or managing the processing of Instructions are aware of facts that provide reasonable grounds to suspect that an instruction or notification is not authorised by a User or Administrator.

## 2.3 Obligation to Notify

You undertake to advise Westpac as soon as practicable if the authorisation or nomination of any User is required to be revoked or the individual ceases to be your employee.

We reserve the right to suspend a User's access if we have reasonable grounds to suspect that verification has not been conducted in accordance with our requirements.

# 3. Card Management Platform Usage

By using the Card Management Platform you agree to comply with these terms and conditions and the requirements outlined in this guide.

You must take reasonable steps to ensure each User also reads the terms.

# 4. Card Management Platform availability

Access to the Card Management Platform is provided via [cmp.westpac.com.au](http://cmp.westpac.com.au). We may vary the access hours from time to time, and where possible notification will be provided in advance on the Card Management Platform.

We will not be responsible for providing access outside of these hours.

If the Card Management Platform is unavailable due to operational disruptions, Westpac will accept requests via email or mail until the service is restored.

It is your responsibility to use alternative means of providing Instructions and obtaining Account Information if for any reason, including a failure on our part, you are unable to use or access the Card Management Platform.

## 4.1 General use of the Card Management Platform portal

You acknowledge that other than for the purpose of using the Card Management Platform portal, you must not modify, adapt, delete or replace any pages, material or other data on, or accessible from, the Card Management Platform portal or link or append any material or other data to the site, or data contained on it.

## 5. Account information available on the Card Management Platform

### 5.1 Accuracy of Account Information

Account Information contained in a an Instruction provided onscreen is accurate at the time you are viewing it. We make no guarantees that the Account Information provided on screen reflects all prior Instructions that have yet to be fulfilled. This information is subject to the quality of information submitted within a Service Request by the customer.

### 5.2 Storage and back up of Account Information

You acknowledge that Account Information contained within a Service Request will only be stored on the Card Management Platform for a period of seven (7) years.

## 6. Receiving instructions and submitting Service Requests

### 6.1 Instructions

We are not obliged to accept Instructions that are not correctly created and/or authorised. Should this occur, you will be required to complete the Instruction again.

You represent and warrant to Westpac that:

- the Authorised Signatories and Verifying Officers have been legally appointed in the capacity stated in the relevant Instruction; and
- the Authorised Signatories and Verifying Officers providing Instructions have the power and authority to give their Instruction.

### 6.2 Deemed authority

You agree that:

- (a) We are authorised to act upon all Instructions and requests to effect Service Requests given through the Card Management Platform using your login;
- (b) We are authorised to treat any Service Request effected through the Card Management Platform by the use of your login as a Service Request that is undertaken with your authority without us being required to verify your authority in any case; and
- (c) We are not required to check the accuracy of any Instructions, requests to effect Service Requests or notifications

unless relevant Westpac employees or agents are aware of facts that provide reasonable grounds to suspect otherwise. In consideration of us so acting you release us from all actions, suits, proceedings, claims, costs and demands that may be made, brought or incurred by or against us arising from any unauthorised or incorrect Instructions or requests to effect Service Requests.

### 6.3 Providing incorrect information

If we provide information in relation to an Instruction that is clearly incorrect, you must notify us as soon as practicable of the error. You must not seek to enter into a service request based on that information.

You must ensure all information you input into the Card Management Platform is correct before you provide your Instructions.

We are not liable for any failure on your part either to follow procedures correctly or to input correct information into the Card Management Platform.

## 7. Unauthorised access of the Card Management Platform

Anyone with a Password can access the Card Management Platform, so you must ensure that you protect your Card Management Platform login and Password.

Users must only access the Card Management Platform site using an appropriate login.

### 7.1 Changing Passwords and logins

The User will be provided with a temporary Password which they will be prompted to change when they sign in again. Users must change their Passwords frequently.

The system will automatically 'time out' each session after a set period of inactivity.

### 7.2 User responsibilities

Maintaining security is important, as you may be liable for operations on your Account where your Password has been used.

Extreme caution should always be exercised when using public computers (e.g. at cybercafés) for any purpose. There are also a number of steps your organisation should take to protect its computers, systems and networks.

### 7.3 Protecting your Password

You must keep all elements of your Password secure and protected from unauthorised use. Once we provide a Password to you, we will not be obliged in any circumstances to enquire whether an act done using that Password in

connection with the Card Management Platform is a proper act in accordance with your authority.

#### **7.4 Notice of loss or theft of Password**

If you become aware of the loss or theft of a record of any element of your Password, if you suspect that any of your Password has become known to someone else who is not authorised to use them, or if you otherwise suspect any unauthorised access you must ensure that:

- the Password is changed, and
- you notify your Westpac representative immediately.

If you fail to inform us of the loss, theft or breach of security of your User name and Password then you will be liable for any resulting loss.

#### **7.5 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.

#### **7.6 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.

#### **7.7 Waiver**

No delay, neglect or forbearance by either party in enforcing its rights at law or any provision of this Agreement against the other party shall be a waiver or in any way prejudice any right of either party, unless expressly stated in writing.

#### **7.8 Severability**

If any part of this Agreement is void, voidable or unenforceable then that part of this Agreement is severed from this Agreement and the remainder will continue to be enforceable.

#### **7.9 Assignment**

You may not assign your rights and obligations under this Agreement without first obtaining our written consent, which must not be unreasonably withheld.

#### **7.10 Liability**

##### **A. Limitation**

You acknowledge that the Card Management Platform may malfunction or become temporarily unavailable due to a computer malfunction or network congestion. We will have in place reasonable procedures to avoid unintended interruption of the Card Management Platform. We will have the right to suspend the service at any time to perform certain administrative tasks and scheduled maintenance and if, in our opinion, a serious threat is posed to any part of the system supporting the Card Management Platform. We will use reasonable endeavours to notify you in advance via the Card Management Platform where maintenance is scheduled.

## **B. Liability and indemnity**

Subject to any express or implied rights that cannot under applicable laws be excluded by agreement between the parties:

- (a) We make no warranties, either express or implied, as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to the goods or services supplied under this Agreement; and
- (b) We will not be liable for any Loss incurred by you directly or indirectly in connection with your use of the Card Management Platform, as a result of or arising out of:
  - (i) any delays, failures or inaccuracies in the transmission of any information to you, transmission of your Instructions or any other communications that was not caused or contributed to by us; and
  - (ii) any Loss or liability arising from the acts or omissions or fraud of third parties or your agents and employees, such as your computer systems, internet service provider (ISPs) and other service providers, including other parties involved in processing Instructions or payments.

Except where to do so would contravene any law or make any part of this clause void or unenforceable, in no event shall either party be liable for any indirect, special or consequential Loss (including, without limitation loss of profits or revenues) whether arising in contract, tort (including negligence) or otherwise resulting from the other party's use of the Card Management Platform. Our liability shall in any event be limited to the re-supply of the service.

You indemnify us and all of our employees, agents, related parties and associates for and against any Loss to the extent that the Loss is not caused by any fraud, wilful misconduct or negligence on the part of us or any person acting on our behalf:

- (a) incurred as a result of your use or your Users use of the Card Management Platform otherwise than in accordance with this Agreement, us relying upon and acting in accordance with any Instruction provided by you, your failure to settle any Service Request by the due date or because you did not observe any of your obligations under this Agreement; and
- (b) suffered due to any claim, demand or action of any kind brought against us or incurred by us, because you or your User acted negligently or fraudulently in connection with this Agreement.

## **7.11 Termination**

Except to the extent otherwise permitted by law, if you:

- (a) become Insolvent; or
- (b) otherwise fail to perform or observe any obligation under this Agreement and fail to remedy such breach within fourteen (14) days of receipt of written notice from us requiring such breach to be remedied; or
- (c) are involved, or we suspect, on reasonable grounds, that you are involved, in any fraudulent activity or misuse of the Card Management Platform; or
- (d) engage in unsatisfactory conduct, and/or we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country), to comply with our regulatory and compliance obligations or to manage associated risk;

we are entitled to immediately terminate this Agreement by notifying you in writing or by ceasing to provide the Card Management Platform to you. Where commercially practicable, we will provide reasonable notice of our intention to terminate, but in some circumstances we may need to act without notice.

### **A. Termination by either party**

Either party may terminate the entire Agreement by providing thirty (30) days' written notice to the other party.

### **B. Continuing rights**

Termination will not affect your right or our right to take action for breaches that have occurred before termination including our right to recover fees from you.

### **C. Suspension or termination of access by Users and or Administrators**

We may suspend (lock) or terminate (delete) Users' and/or an Administrator's access to the Card Management Platform without giving you notice where we reasonably believe their access should be suspended or terminated. This includes where:

- (a) they have engaged in unsatisfactory conduct, and/or we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country), to comply with our regulatory and compliance obligations or to manage associated risk;
- (b) we reasonably believe that there is a risk of fraud or security breach;



- (c) where we reasonably suspect that they are residing in, or accessing the Card Management Platform in, a Sanctioned Jurisdiction.

If a User or an Administrator is travelling to a Sanctioned Jurisdiction, we may without giving you notice restrict or suspend their access to the Card Management Platform while they are in that jurisdiction.

### 7.12 Governing Law

Unless we advise you otherwise, this Agreement is to be governed and construed in accordance with the laws of New South Wales and the parties submit to the non exclusive jurisdiction of the courts in New South Wales.

## 8. Variations

### 8.1 Changes to Terms and Conditions

We may change the terms and conditions that apply to the Card Management Platform at any time and will notify you at least thirty (30) days in advance of any changes electronically.

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.

### 8.2 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:

- a) changes to payments (including changes to the amount, frequency, number of payments, the time of payment or how we calculate payments);
- (b) changes to fees and charges (including introducing new fees and charges, changing the amount of them or the time of payment);
- (c) changes to how we calculate interest and how often we debit interest;
- (d) other changes which:
  - (i) reflect changes in law, an official directive, or the guidelines or requirements of a regulator or card scheme requirements;
  - (ii) impose, remove or adjust transaction limits;
  - (iii) reflect changes to our pricing;
  - (iv) reflect changes to our business or technological systems;

- (v) reflect current industry or market practice or conditions;
- (vi) are administrative or correct a mistake or omission;
- (vii) we reasonably think You will benefit from; or
- (viii) are reasonably necessary to protect our legitimate interests.

### 8.3 Changes we can make that will only apply to you

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

- (a) reflect our risk associated with You, the credit card and any security;
- (b) are administrative or correct a mistake or omission;
- (c) reflect changes to our business or technological systems; or
- (d) 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>New fee</b>	30 days in advance	In writing or electronically
<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 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



## 8.4 Electronic communication to you and communicating with us

By 'electronic' or 'electronically', we mean:

- making particulars of changes available on our website (and which are also accessible from the Card Management Platform Portal); or
- providing notification on the Card Management Platform; or
- electronic communication to your nominated electronic address.

We may use your email address to advise you of an enhancement or change to the Card Management Platform which may alter our delivery of, or your ability to use the platform. We may also use your email address to send regular communications to advise of system down times and system upgrades. You need to keep your email address current. You may update your email address by advising your Westpac representative.

# 9. General Provisions

## 9.1 What happens if your details change?

Please notify us promptly of any changes to your name, authorised signatories, or your contact details. If you need to make any changes, all requests need to be made in writing at least three (3) Business Days before the required change is to take effect. Such changes may be made online (where possible) or through your Westpac representative. We will not be responsible for any errors or losses associated with this facility where we have not received adequate prior notice.

## 9.2 Banking Code of Practice ('Banking Code') - Australia

Westpac has adopted the Australian Banking Association 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 [westpac.com.au](http://westpac.com.au), your Westpac representative 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.

## 9.3 What to do if you have a problem or dispute

### 9.3.1 Our service approach

If you have any problems with the service that we provide, we would like to hear about them. When you provide feedback, we have an opportunity to improve our service to you. When we make a mistake or our service does not meet your expectations, please be assured that we will do all we can to find a solution for you in the fastest possible time. We will take action when things go wrong because problem resolution is a priority to us.

### 9.3.2 If you have a complaint

(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 National Customer Relations Unit. You can also contact our National Customer Relations Unit on:

☎ 1300 130 206

🖥 Go to our website, [westpac.com.au](http://westpac.com.au) and click on 'Contact us'.

☎ (02) 9220 4177

🏠 NCRU  
GPO Box 5265  
Sydney NSW 2001

(b) If you feel we did not act fairly in the way we handled your complaint or in the way we resolved your complaint, you can ask the Customer Advocate to review the matter for you. The Customer Advocate's role is to act as independently as possible to make sure that Westpac has treated you fairly. You can contact our Customer Advocate on:

☎ 1300 301 977

🏠 Customer Advocate  
GPO Box 5265  
Sydney NSW 2001

(c) 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:

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

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

☎ 1800 931 678 (free call)

🏠 Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

## 10. Definitions

**Account** means any eligible account for access via the Card Management Platform.

**Account Information** means any details (including but not limited to balance, transactions, interest, fees and charges) of an Account either displayed or made available via the Card Management Platform request.

**Administrator** means an Authorised Signatory nominated by you to access the Card Management Platform who can request and authorise Instructions.

**Authorised Signatory** means the organisational representative responsible for the operational management of the commercial card program. Authorised Signatories are responsible for:

- approving all amendments for the organisations commercial card program;
- approving new card holders; and
- verifying destruction of commercial cards and cancellation of cards.

**Business Day** means a day other than a Saturday or Sunday or a public holiday or bank holiday at the place where an act is to be done or may be done.

**Corporate and Purchasing Cards** means any:

- Mastercard Corporate Card
- Mastercard Purchasing Card
- Visa Corporate Card
- Visa Purchasing Card
- Virtual Purchasing Card
- Dynamic Virtual Card,

issued by us to you.

**Customer Number** means an eight-digit number given to you by us.

**Insolvent** means, unless we advise you otherwise in supplementary terms and conditions, an insolvent or an insolvent under administration (each as defined in the *Corporations Act 2001* (Cth)), a bankrupt, having a receiver, receiver and manager or administrator, official assignee or statutory manager appointed, in liquidation or provisional liquidation, being wound up or dissolved or subject to any arrangement or composition.

**Instruction** means an instruction that you give us using the Card Management Platform.

**Loss** includes, without limitation, any expense, costs, liability, claims, damages, fees, taxes, duties, penalties, interest, legal costs (on a full indemnity basis), judgment, direct loss.

**Password** means a confidential alphanumeric password containing between eight and fourteen characters. It must consist of at least one letter and one number.

**Sanctioned Jurisdiction** means a jurisdiction listed at [westpac.com.au/osaccess](http://westpac.com.au/osaccess)

**User** means a person nominated by the Administrators to access the Card Management Platform for viewing, entering or authorising Instructions. A User may be a creator (Authorised Signatory), authoriser (Verifying Officer or Authorised Signatory), or creator and authoriser.

**Verifying Officer** means the organisational representative responsible for the identification of new card holders in accordance with the requirement of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*.

**Westpac Group** means Westpac and its related companies.

**Westpac Website** means the website notified by us to you.

**We, Westpac, our, us** means Westpac Banking Corporation ABN 33 007 457 141.

**You, your** means you, the other party to this Agreement with us, and where the context requires, includes any person using a Password to access the Card Management Platform.

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*Westpac acknowledges the traditional owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respect to Australia's First Peoples, and to their Elders, past and present.*

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