

Westpac Dynamic Virtual Card

Conditions of Use.

This Conditions of Use sets out the terms and conditions for your Westpac Dynamic Virtual Card for Mobile Payments. It's important that you read this document carefully.



Dynamic Virtual Card Spending Limit, Available Balance, transaction details and general information

You can find your Spending Limit, current Available Balance, transaction details and general information within the **Mastercard In Control Pay App** that you downloaded on your device.

Alternatively, you can contact the Card Supplier for further information.

Important notice

Please note that your Spending Limit and the kinds of purchases that you are able to make using your Dynamic Virtual Card have been determined by the Card Supplier, not Westpac. Any dispute about the extent to which you can use your Dynamic Virtual Card is a matter between you and the Card Supplier.

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1. These Conditions of Use

1.1 Introduction.

- (a) These Conditions of Use govern the use and operation of your Dynamic Virtual Card.
- (b) These Conditions of Use apply to all transactions involving the use of your Dynamic Virtual Card or card details.
- (c) These Conditions of Use are the “Product Terms” that apply to your Dynamic Virtual Card for purposes of the Westpac Apple Pay Terms and Conditions and the Westpac Google Pay™ Terms and Conditions. To obtain a copy of these conditions please visit westpac.com.au.
- (d) More information can be found in the Dynamic Virtual Card frequently asked questions (FAQs) document, available at westpac.com.au/corporate-banking/dvc-mp/
- (e) If you do not understand something in these Conditions of Use, please contact the Card Supplier, who is providing you with the Dynamic Virtual Card under an arrangement with Westpac.

1.2 When the Conditions of Use take effect.

Your first use of the Dynamic Virtual Card will be taken as your agreement to comply with these Conditions of Use.

1.3 Banking Code of Practice and ePayments Code.

- (a) The Australian Banking Association’s Banking Code of Practice as updated, and adopted by us, from time to time (“**Banking Code**”) sets out the standards of practice and service in the Australian banking industry for customers who are individuals or small businesses, and individuals acting as guarantors.

The relevant provisions of the Banking Code apply to the banking services referred to in these Conditions of Use. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in a Westpac branch or over the phone.

- (b) Further information can be obtained by visiting a Westpac branch or calling Westpac on 132 032. This includes information about our obligations regarding the confidentiality of your information, and the advisability of you reading the terms and conditions applying to banking services you may have with us.
- (c) We warrant that we will comply with the ePayments Code as published by the Australian Securities and Investments Commission (“**ePayments Code**”), as applicable, which code regulates consumer electronic payments, including EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY.

2. Definitions

In these Conditions of Use:

- (a) “**Available Balance**” means, at any time, the remaining amount of the Spending Limit available to be spent in accordance with these Conditions of Use and in accordance with any Transaction Restrictions as determined by the Card Supplier.
- (b) “**Bank**”, “**Westpac**”, “**our**”, “**we**” or “**us**” means Westpac Banking Corporation (ABN 33 007 457 141).
- (c) “**Card Supplier**” means the company or government entity that gives you the Dynamic Virtual Card (or arranges for you to receive the Dynamic Virtual Card) under an arrangement with us.
- (d) “**Code**” means the Banking Code of Practice or ePayments Code.
- (e) “**Contactless Terminal**” means an Electronic Banking Terminal which can be used to make a Contactless Transaction.
- (f) “**Contactless Transaction**” means a transaction made by holding your Device in front of a Contactless Terminal and without having to insert or swipe a physical card.
- (g) “**CVV**” means the 3-digit number card verification value.
- (h) “**Card**” or “**Dynamic Virtual Card**” means a unique 16 digit, securitised virtual card number, CVV and expiry date that is provided to you by the Card Supplier.

- (i) **“Device”** means a mobile device which contains near field communication technology and the minimum required operating system for purposes of the relevant mobile wallet service provider. This can include a smartphone, tablet, watch, or other device deemed eligible for use by the relevant mobile wallet service provider.
- (j) **“Electronic Banking Terminal”** means any authorised terminal or device on which you can use the Dynamic Virtual Card. This may include any one or more of the following:
- electronic funds transfer at point of sale (EFTPOS) terminals;
 - any other authorised terminal or device connected to our electronic banking system from time to time;
 - mobile or handheld devices that support Apple Pay or Google Pay Wallets.
- (k) **“Foreign Transaction”** is any transaction using the Dynamic Virtual 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.
- (l) **“Foreign Transaction Fee”** is a fee charged by Westpac, calculated as a percentage of the Australian dollar value of a Foreign Transaction, and deducted from your Available Balance. The percentage may vary from time to time depending on the applicable credit card scheme.
- (m) **“Mastercard”** means Mastercard Inc.
- (n) **“merchant”** means a provider of goods or services who accepts payment by card.
- (o) **“Sanctioned Jurisdiction”** means a jurisdiction listed at [westpac.com.au/osaccess](https://www.westpac.com.au/osaccess)
- (p) **“Spending Limit”** means the initial amount available to be spent using your Dynamic Virtual Card, as determined by the Card Supplier.
- (q) **“Transaction Restrictions”** means any additional restrictions on the types of transactions that may be undertaken with your Dynamic Virtual Card, as determined by the Card Supplier. Transaction Restrictions could include limiting any one or more of the following:
- the types of Merchants, financial institutions that may accept the Dynamic Virtual Card;

- 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.
- (r) **“unauthorised transaction”** means any transaction made without your knowledge or consent.
- (s) **“Westpac Group”** means Westpac and its related bodies corporate.
- (t) **“you”** means a person who uses a Dynamic Virtual Card that has been provided by your Card Supplier, under an arrangement with Westpac.

3. Your Dynamic Virtual Card

- (a) Your Dynamic Virtual Card represents a right for you to make purchases that will be debited to a facility that the Card Supplier holds with us.
- (b) Your Spending Limit and the kinds of purchases that you are able to make using your Dynamic Virtual Card have been determined by the Card Supplier and notified to us. Any dispute about the extent to which you can use your Dynamic Virtual Card is a matter between you and the Card Supplier.
- (c) The Card Supplier may ask us to terminate your Dynamic Virtual Card at any time. In addition, we reserve the right to cancel your Dynamic Virtual Card at any time. We may do so without prior notice if we believe that continued use of your Dynamic Virtual Card may cause a loss to either the Card Supplier or us.
- (d) Once you are notified of the cancellation, you must not use your Dynamic Virtual Card. You must dispose of any card details securely.
- (e) Any unused portion of the limit will be terminated on expiry of the Dynamic Virtual Card. You agree to dispose of your Dynamic Virtual Card details on: our request or at the request of the Card Supplier; and/or cancellation of the Dynamic Virtual Card.
- (f) We reserve the right at any time to alter the types of transactions which may be undertaken, using the Dynamic Virtual Card.
- (g) Your Dynamic Virtual Card remains our property at all times.

4. You must not give your Dynamic Virtual Card details or Device to another person

You must not give your Dynamic Virtual Card details or device to another person to use. Your Dynamic Virtual Card may be cancelled if you do.

5. Using the Dynamic Virtual Card

5.1 When can you use your Dynamic Virtual Card?

Your Dynamic Virtual Card is only valid until the expiry date shown on the Dynamic Virtual Card. The expiry date, along with other Dynamic Virtual Card details can be viewed within the Mastercard In Control Pay App.

5.2 Where can you use your Dynamic Virtual Card?

- (h) Your Card Supplier will determine the extent of where you can use your Dynamic Virtual Card, within Australia or outside Australia.
- (i) You can use your Dynamic Virtual Card at most merchants and Electronic Banking Terminals that process Mastercard contactless transactions electronically. You can also use your Dynamic Virtual Card for mail order, telephone order or through the internet, depending on the relevant merchant's policy. However, you cannot use your Dynamic Virtual Card for purchases at the following:
 - i. merchants who sell gambling or gaming products or services; and
 - ii. merchants who only offer manual transaction processing facilities.

Your Card Supplier, Merchants or other providers may also impose limits on the use of your Dynamic Virtual Card.

- (j) Your Dynamic Virtual Card cannot be used to set up recurring transactions.

- (k) You do not need to use the entire Spending Limit in one transaction. Subject to your Card Supplier requirements and these Conditions of Use, you can make multiple purchases before the Dynamic Virtual Card's expiry date, provided the total amount of all purchases does not exceed the initial Spending Limit.
- (l) The Spending Limit cannot be redeemed for cash. This means, for example, you cannot use the Dynamic Virtual Card to withdraw cash from an automatic teller machine, at a merchant's EFTPOS terminal (or any other system or device used to process a payment) or at a Westpac branch. If you make a purchase for less than the Available Balance you cannot take the difference between the amount of the purchase and the Available Balance in cash.

5.3 Where can you view your Dynamic Virtual Card details and transaction history?

You can view your Dynamic Virtual Card details, Dynamic Virtual Card number, CVV, expiry date, available balance and your transaction history within the Mastercard In Control Pay App.

5.4 Foreign currency transactions.

If your Card Supplier deems that you can use your card in jurisdictions outside of Australia, transactions processed in foreign currencies will be converted into Australian dollars by Mastercard before they are deducted from the Available Balance. Westpac has no control over the exchange rate used by a merchant or financial institution to convert a foreign currency amount into Australian dollars. In most cases, the rate applied to the refund of purchase transactions will differ from the original rate applied to the purchase. The method of conversion is as follows:

- (a) Mastercard processes purchases, any other charges incurred and refunds made in foreign currencies and converts these transactions into Australian dollars.
- (b) Transactions processed 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 deducted from the Available Balance.

- (c) A Foreign Transaction Fee is charged to you by Westpac and incorporated into the Australian dollar amount of the transaction shown in your transaction history in your Mastercard In Control Pay App.

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.

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 Mastercard in accordance with clause 5.4 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.

5.5 Card acceptance.

We are not responsible if a merchant refuses to accept a Dynamic Virtual Card. 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 your Dynamic Virtual Card, you must resolve this directly with the merchant.

5.6 Do transactions have to be authorised?

- (a) In addition to the Transaction Restrictions set by the Card Supplier, certain transactions on the Dynamic Virtual Card may also need to be authorised by us before they can proceed. Prior to any transaction being completed, the merchant or other person involved in the transaction may obtain an authorisation for the transaction.

- (b) We reserve the right to decline authorisation for any transaction using the Dynamic Virtual Card, but we typically only do this where:
- the transaction would exceed a Transaction Restriction; or
 - the transaction would exceed the Available Balance or the Spending Limit; or
 - we believe the transaction may involve fraud; or
 - we believe the transaction may be illegal or prohibited by international sanctions.
- (c) Once an authorisation is obtained, it will reduce the Available Balance.

5.7 Transaction information.

To facilitate the processing of Dynamic Virtual Card transactions, information relating to your Dynamic Virtual Card details and transaction details may be processed by Mastercard in countries other than Australia. By using your Dynamic Virtual Card, you agree that information regarding the transaction may be processed outside Australia.

5.8 When we may delay or refuse transactions.

In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice:

- (a) block or place a stop on your Dynamic Virtual Card; and/or
- (b) delay, block, freeze or refuse a transaction.

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- (a) a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- (b) a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- (c) the underlying card account held by the Card Supplier and/or Dynamic Virtual Card is being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you, the Card Supplier, or us to lose money; or

- (d) you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with the relevant product(s).

You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- (a) you must 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) or that involves a payment to, from or through a Sanctioned Jurisdiction;
- (b) the underlying activity for which the Dynamic Virtual Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country); and
- (c) you will not access or use your Dynamic Virtual Card in a Sanctioned Jurisdiction.

You should also be aware that:

- (a) we may, from time to time, require information about you from your Card Supplier to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- (b) where legally permitted to do so, we may 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.

6. The Available Balance

6.1 Amounts that reduce your Available Balance.

The following amounts will reduce the Available Balance:

- (a) the amount for goods and services bought directly from a merchant or by mail order, telephone order or through the internet using the Dynamic Virtual Card or Dynamic Virtual Card details. All authorised transactions (including holds placed on your Dynamic Virtual Card) reduce the amount you can

access even if they have yet to be processed to the underlying facility account; and

- (b) the fees and charges in accordance with clause 7.

6.2 How much can you spend?

Your Dynamic Virtual Card can only be used to make purchases up to the Available Balance at the time of the purchase. If a purchase is in a currency other than Australian dollars, then the foreign currency conversion referred to in clause 5.4 will be taken into account in determining whether the purchase is within the Available Balance. If you want to use your Dynamic Virtual Card to make a purchase for an amount that exceeds the Available Balance, you must pay for the excess using another method of payment.

6.3 Can the Dynamic Virtual Card be reloaded?

Once your Dynamic Virtual Card has been issued by the Card Supplier, the Spending Limit cannot be increased and funds cannot be loaded onto the Dynamic Virtual Card.

6.4 What happens to the Available Balance after the expiry date?

After the expiry date shown on your Dynamic Virtual Card any remaining Available Balance will be forfeited.

6.5 How do you know what the current Available Balance is?

Your Available Balance, along with other Dynamic Virtual Card details can be viewed within the Mastercard In Control Pay App.

- (a) Details of transactions made using the Dynamic Virtual Card., the Spending Limit and the Available Balance can be viewed within the Mastercard In Control Pay App.
- (b) You should keep all vouchers and transaction records given to you by merchants to help you check the details of your transactions.

6.6 If you think there is a mistake.

- (a) You should check the transactions shown in your Mastercard in Control Pay App carefully. If you wish to dispute an amount deducted from your Dynamic Virtual Card, please contact the Card Supplier.
- (b) In some circumstances, card scheme rules allow us to charge a transaction on the Dynamic Virtual Card back to the merchant with whom you made the transaction. This is known as a chargeback. You should report a disputed transaction to your Card Supplier as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. If a chargeback right is available, we will claim it for a transaction on your Dynamic Virtual Card if:
 - your Card Supplier asks us to do so; and
 - you provide your Card Supplier with the information and material we require to support a chargeback, within 90 days of the date of the transaction. Otherwise, any chargeback right we have may be lost.
- (c) The timeframe for disputing a transaction may not apply where the ePayments Code applies. Please read Section 8 to obtain details of your liability where unauthorised transactions are made using the Dynamic Virtual Card.

7. The charges

7.1 Fees and charges.

- (a) Westpac does not charge you any fees or charges for the issue, replacement or maintenance of the Dynamic Virtual Card.
- (b) Subject to clause 5.4(c), Westpac does not charge you any fees or charges for your use of the Dynamic Virtual Card.
- (c) Subject to any applicable law, we may deduct from the Available Balance any other fees or charges, including government charges referred to in clause 7.2. or if applicable, Foreign Transaction Fees referred to in clause 5.4(c).

7.2 Government charges.

Subject to any applicable law, we may deduct from the Available Balance any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Dynamic Virtual Card or transactions deducted from the Available Balance, whether or not you are primarily liable for such duties, taxes, rates or charges.

7.3 Merchant charges.

Merchants may charge other fees, and these will be deducted from your Available Balance with your transaction. You should confirm with the merchant whether it will charge any fees before entering into a transaction.

8. Liability

8.1 Lost or stolen device or stolen Dynamic Virtual Card details.

- (a) If your device is lost, stolen or misused you should immediately remove your Dynamic Virtual Card from your device and digital wallet. Please refer to the applicable Apple Pay or Google Pay FAQs at westpac.com.au for further information.
- (b) You can report the loss, theft, or misuse of your Dynamic Virtual Card details by calling the Card Supplier.
- (c) The Card Supplier may cancel your Dynamic Virtual Card where you have reported to them the theft or misuse of your Dynamic Virtual Card details. The arrangement agreed between you and the Card Supplier will set out whether the Card Supplier may issue you a new Dynamic Virtual Card.

8.2 Unauthorised transactions.

You are responsible for the use and safety of your device and Dynamic Virtual Card details. For unauthorised transactions to which the ePayments Code applies:

- (a) You must take special care to protect your Dynamic Virtual Card details and device (if your Dynamic Virtual Card is enrolled in a digital wallet),

because anyone who has your Dynamic Virtual Card details or device can make transactions on your Dynamic Virtual Card.

- (b) You will not be liable for losses resulting from unauthorised transactions where it is clear that you have not contributed to the loss.
- (c) You will not be liable for losses resulting from unauthorised transactions unless you unreasonably delay reporting loss or theft of the Dynamic Virtual Card details or device.
- (d) Our liability for any loss arising from equipment or system unavailability or malfunction where you should reasonably have been aware that the system or equipment was unavailable or malfunctioning is limited to:
 - i. correcting any errors; and
 - ii. refunding any fees or charges imposed on you.

Subject to the ePayments Code (if applicable), you are responsible for all transactions on your card, including unauthorised transactions, except to the extent there has been fraudulent or negligent conduct by any of our employees, agents or service providers.

8.3 Protecting your Dynamic Virtual Card details and device.

- (a) To protect your Dynamic Virtual Card details, you must not give your device, device passcode or Dynamic Virtual Card details to anyone else, including a family member or friend.
- (b) **Please note:** Liability for losses resulting from the unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, notwithstanding the obligations listed above.

9. Feedback and complaints

Our commitment.

If you're ever unhappy about something, please contact the Card Supplier who gave you the Dynamic Virtual Card. Depending on the nature of your feedback or complaint, we will work with your Card Supplier to put things right, otherwise they will look to resolve with you directly. The aim is to resolve your complaint within 5 business days, and where possible resolve your complaint on the spot.

If you are still unhappy.

If you are not satisfied with the response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority.

AFCA provides a free and independent service to resolve complaints that fall within AFCA's terms of reference. The contact details for AFCA are set out below.

Australian Financial Complaints Authority.

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

10. Changes to these Conditions of Use

We may change these Conditions of Use at any time. We will provide notification of any change as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect. However, we don't have to give you notice if it's reasonable for us to manage a material and immediate risk. The changes will be notified through an advertisement in a major newspaper. The current version of these Conditions of Use will be available at westpac.com.au/corporate-banking/dvc-mp/

11. Other

11.1 Privacy Statement.

To administer or manage the Dynamic Virtual Card, we or our service providers may collect indirectly from the Card Supplier, personal information such as your name, phone number and email address, at the time the Dynamic Virtual Card is issued to you by the Card Supplier or during the life of the Dynamic Virtual Card.

You must comply with the Privacy Act (the *Privacy Act 1988*) in relation to any personal information you provide in connection with this document, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the privacy laws in that jurisdiction.

Who do we share your personal data with?

We may share your personal data with companies within the Westpac Group or with organisations outside the Westpac Group who help deliver or support the provision of products and services to you.

We may also provide your personal data to third party service providers outside of the Westpac Group (some of which are located outside of Australia or the European Economic Area).

How do we secure your personal data?

We use a range of physical, electronic and other security measures to protect the security, confidentiality and integrity of the personal data we hold. For example:

- (a) access to our information systems is controlled through identity and access management controls;
- (b) employees and our contracted service providers are bound by internal information security policies and are required to keep information secure;
- (c) all employees are required to complete training about information security; and
- (d) we regularly monitor and review our compliance with internal policies and industry best practice.

Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your data with us is no longer secure, please immediately contact us (please refer to the **How to contact us regarding your personal data** section).

Where do we store your personal data and do we disclose your personal data outside your country of residence?

Most of the personal information we hold about you will be stored electronically in secure data centres which are located in the United States and are owned by either the Westpac Group or contracted service providers (including cloud storage providers). Where we disclose your personal information to a recipient located outside Australia, these recipients may include the following:

- (a) Westpac Group companies located in Australia, China, Hong Kong, India, Singapore, New Zealand,

United States, United Kingdom, Fiji and Papua New Guinea;

- (b) our contracted service providers operating in Australia, New Zealand, Canada, United States, India, the Philippines, United Kingdom, Malaysia, Brazil and China;
- (c) organisations with whom we partner to provide goods and services and who are likely to be located in Australia and the United States; and
- (d) for international transactions, where we consider it necessary, we may disclose your personal information to the corresponding international party in order to process the transaction. The countries we disclose your personal information to will depend on the details of the transaction you ask us to carry out.

How long do we keep your personal data?

We retain your personal data until such time as the purpose of processing has been achieved or for any period of time specified by applicable law, whichever is the greater. If we no longer need to use your personal data for the purposes set out in this Privacy Notice, we will take reasonable steps to destroy or de-identify your personal data.

How to contact us regarding your personal data?

Westpac customers can contact us:

- Over the phone on 132 032 from anywhere in Australia. If you are overseas, please call +612 9155 7700
- In person – at any branch
- Online at westpac.com.au – using our secure feedback form to provide feedback, share your suggestions, provide a complaint or compliment.
- By email – westpaccustomersolutions@westpac.com.au; or
- By writing to us – Reply Paid 5265, Sydney NSW 2001.

For more details about how we handle personal data and complaints or how you may exercise your rights, please see our Privacy Policy and EU Data Protection Policy (as applicable). You can view or download a copy of these policies by visiting westpac.com.au/privacy online or requesting a printed copy in a Westpac branch or by contacting us using the details mentioned below.

If you are not satisfied with how we may handle your personal information, or you would like to make a complaint, you can contact us:

- (a) in Australia, by calling our Privacy Officer on 1300 130 467, by using our online secure feedback form at westpac.com.au, or by writing to us at Reply Paid 5265, Sydney NSW 2001.
- (b) in the United Kingdom, by calling our Data Protection Officer on +44 (0) 20 7621 7000, or by writing to us at Westpac Banking Corporation, Camomile Court, 23 Camomile Street, London EC3A 7LL.

We will acknowledge your complaint as soon as possible after receipt of your complaint. We will let you know if we need any further information from you to resolve your complaint. We aim to resolve complaints as quickly as possible. We strive to resolve complaints within five (5) business days but some complaints may take longer to resolve. If your complaint is taking longer, we will let you know what is happening and a date by which you can reasonably expect a response.

For further information, or if you disagree with the way in which we are handling your personal data, you can contact:

In Australia:

-  www.oaic.gov.au
-  enquiries@oaic.gov.au
-  1300 363 992
-  Office of the Australian Information Commissioner
GPO Box 5218, Sydney NSW 2001

In the United Kingdom:

-  www.ico.org.uk/concerns
-  0303 123 1113
-  Information Commissioner's Office (ICO)
Wycliffe House, Water Lane
Wilmslow Cheshire SK9 5AF

11.2 Exercising our rights.

If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights.

11.3 Governing law.

These Conditions of Use are governed by the laws of New South Wales.

11.4 Non-assignment.

- (a) Once a Dynamic Virtual Card has been provided to you neither it, nor the contract between you and the Bank created under clause 1.2, is transferable by you. The Dynamic Virtual Card may only be used by the person who it has been assigned to.
- (b) The Bank may transfer this contract to someone else. If the Bank wants to do so it can give anyone all information that privacy laws allow it to give.

11.5 External service providers.

We may subcontract any of our rights and obligations to another person in Australia or overseas. However, we remain responsible for the performance of any obligations that we have subcontracted to another person.

We may disclose or share any information you provide to us with any such person. Details of the countries where the overseas recipients are likely to be located are in any privacy notice we may provide to you or in the absence of a privacy notice our privacy policy (as updated from time to time).

Accessibility support.

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.



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

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