

## 1. Westfield Accounts Online

- 1.1 Westfield Accounts Online ("**Westfield Accounts**") is a service provided by Westfield Shopping Centre Management Co Pty Limited ABN 55 000 712 710 ("**Westfield**", "**us**", "**we**", "**our**") for Westfield retailers ("**you**"), via the website at [www.westfield.com.au/retailservices](http://www.westfield.com.au/retailservices) or any replacement website we notify to you from time to time. The service is powered by and is provided in conjunction with IP Payments Pty Ltd ABN 86 095 635 680 ("**IP Payments**").
- 1.2 Your access to and use of this service is subject to these terms ("**Terms**"). These terms and conditions constitute the agreement between you and Westfield which governs the supply of Westfield Accounts to you.
- 1.3 We recommend that you carefully read these Terms before you use Westfield Accounts. If you do not agree to these Terms, you should not use Westfield Accounts.
- 1.4 By accepting and using Westfield Accounts you agree that you have received, read and understood this document and accepted the Terms.
- 1.5 These Terms operate in addition to, and do not affect, any terms of trade you have previously agreed with us or any Westfield entity, (for example, when you signed your lease of your Westfield premises ("Lease") with the Lessor of those premises ("Lessor"). The obligations you have under your lease continue to apply, without alteration. Further, if there is any inconsistency between these Terms and those other terms, particularly under your Lease, those other terms prevail to the extent of the inconsistency in relation to the use of the Westfield Accounts.
- 1.6 Neither the supply, nor use, of Westfield Accounts, is a waiver by the Lessor or Westfield of any obligation under your lease. Further, neither doing, nor failure to do, anything, concerning Westfield Accounts is an excuse for not complying with your Lease.

## 2. Changes to these Terms

- 2.1 From time to time, we may need to change these Terms to reflect our changing business. We may also need to change these Terms if we are required by law, for security reasons or for technical or infrastructure reasons.
- 2.2 We may change the Terms at any time by posting the changed Terms on the Site and by posting a notice to users on the homepage stating that a change has occurred. If you continue to use Westfield Accounts after being notified of a change, you will be deemed to have accepted the change.

## 3. Use of the Service

- 3.1 You may use Westfield Accounts to:

- a) view and pay Westfield invoices by credit card or direct debit
- b) submit your turnover details
- c) view Outgoing statements
- d) submit Public Liability details

### 3.1.1 Credit card

- a) Westfield will accept the following credit cards; Visa, MasterCard and any other card we deem appropriate from time to time. Please note a credit card administration fee will be charged at the time payment is made in addition to any charges payable.
- b) You agree that we may debit your nominated Credit Card for the settlement of Westfield invoices as selected and authorised by you together with any applicable credit card administration fee.
- c) You warrant that you are entitled to use the Credit Card for debit purposes and that we have been authorised by you to debit your Credit Card and that it is current and valid.
- d) By entering your credit card details via the Westfield Accounts, you authorise us to debit your nominated credit card for the settlement of the invoice(s) you nominate for payment.

### 3.1.2 Direct Debit

- a) To pay by Direct Debit you are required to complete a Direct Debit Authority form.
- b) By entering your payment details for Direct Debit via the Westfield Accounts, you authorise us to debit your nominated bank account for the settlement of the transaction/s you nominate for payment.

- 3.2 You acknowledge that once a payment transaction has been authorized, it cannot be voided or stopped.

- 3.3 You are responsible for correctly entering all requested payment information. If incorrect information is entered, it may result in your invoice remaining unpaid.

- 3.4 You are also responsible for ensuring that sufficient credit is available on your credit card to permit the payment of the invoice(s) nominated by you. If a credit card payment initiated by you cannot be processed, or is declined or reversed for any reason (including for insufficient credit), the nominated invoices will remain unpaid.

- 3.5 If we believe that a payment transaction is incorrect, unauthorised, illegal, fraudulent or otherwise in breach of these Terms, we may decline or reverse the transaction and your nominated invoices will remain unpaid.

- 3.6 You are solely responsible making any payments due to us or the Lessor on time (whether or not we provide you with invoices). If you fail to make a payment on time for any reason (including if Westfield Accounts is unavailable for any reason, or if you fail to correctly enter all requested invoice/payment method information, or a payment initiated by you is declined), you will be solely responsible for any additional fees and charges levied by us, your credit card issuer or any financial institution, any interest or other charges under your Lease, and any other consequences.

## 4. Transaction Processing

4.1 We will use reasonable efforts to ensure that:

- a) Payment transactions that occur before 4.00pm AEST each Business Banking Day are processed on that Business Banking Day.
- b) Payment transactions that occur after 4.00pm AEST on a Business Banking Day are processed on the next Business Banking Day.
- c) Payment transactions that occur on non-Business Banking Days (weekends, public holidays, and bank holidays) are processed on the next Business Banking Day.

("Business Banking Day" means a day (other than a Saturday or Sunday) that National Australia Bank branches are open for business in Australia.)

4.2 However, we cannot and do not guarantee that payment transactions will be processed within these timeframes and we will not be liable for any loss, damage or costs incurred by you or any other person as a result of transaction processing delays.

4.3 Further, we may refuse to process a payment transaction at any time, or may require additional information from you before the transaction is processed.

4.4 You may be issued with a payment reference number for payment transactions you make via the Westfield Accounts. Issue of a payment reference number does not mean that the transaction has been authorised or that your payment transaction has been successful.

## 5. Charges

Except for any credit card administration fee specified on Westfield Accounts, we will not charge you for using the Westfield Accounts.

You will be responsible for paying any charges you incur in relation to the Westfield Accounts (including internet access charges), as well as government duties, taxes and fees.

## 6. Service availability

- a) The Service may be accessed via [www.westfield.com.au/retailservices](http://www.westfield.com.au/retailservices) or any replacement website we notify to you from time to time.
- b) We will use reasonable efforts to provide access to the Westfield Accounts 24 hours each day, seven days per week. We will use reasonable efforts to notify you in advance of any planned disruptions to the Westfield Accounts by way of a service notice on the Site.
- c) However, we cannot and do not guarantee the availability of the Westfield Accounts, and will not be liable for any loss, damage or costs incurred by you or any other person if the Service is unavailable at any time.

## 7. Passwords and Access to Service

You agree to:

- a) Use the Westfield Accounts Online system for the purposes it is intended
- b) Be solely responsible for applying the appropriate level of access for users within your organisation
- c) Maintain usernames and passwords issued from time to time, with the strictest of confidence
- d) Ensure that all your account details are complete, accurate and up-to-date
- e) Be responsible for all activity that occurs on your account when you are logged into the service
- f) Immediately notify Westfield if you become aware of any unauthorised use of your account or account information, or any other breach of security
- g) Not share passwords or use another persons access privileges
- h) Upon termination of any employee who has been granted access to the system by you, you shall promptly cancel their access rights to the system.

## 8. Security

In addition to our obligations at law, we will use all reasonable efforts to ensure that the Westfield Accounts is secure and that the information you provide via the Westfield Accounts is kept confidential and secure. Further information about the security measures implemented by IP Payments for the Westfield Accounts is set out below:

IP Payments ensures confidential information remains secure through the use of multiple layers of security and industry standard encryption technologies. From the moment you submit your details, confidential data including credit card details are encrypted using 128-bit SSL certificates, and in accordance with Visa & MasterCard standards your credit card details are never stored in clear text.

You can confirm you have established a secure SSL connection by looking for the locked padlock in the bottom status bar of your browser. You can confirm the validity of the certificate by double clicking the padlock and checking the certificate:

- a) Has been "issued to" [www.ippayments.com.au](http://www.ippayments.com.au)
- b) "Issued by" Thawte Premium Server CA; and
- c) The date range is valid.

If the certificate appears invalid then do not proceed with the transaction, take a screen shot of the certificate and email [info@ippayments.com.au](mailto:info@ippayments.com.au) for further assistance.

## 9. Our liability to you

- 9.1 Neither we, our related companies, nor the Lessor, accept any liability (whether arising from negligence or otherwise) for any loss, damage, costs or expenses that you may suffer or incur as a result of using or accessing the Westfield Accounts or the Site, except to the extent that we are required by law to do so. In particular, except to the extent required by law, we, our related companies, and the Lessor do not accept, and specifically exclude, liability for any business losses, or losses of data or profits, or any other direct, indirect or consequential loss or damage, which you may suffer in connection with our supply, non-supply or defective supply of the Westfield Accounts.
- 9.2 Except as expressly stated in these Terms, we and our related companies do not give any warranties (whether express or implied) regarding the Westfield Accounts or the Site.
- 9.3 To the maximum extent permissible by law, we, our related companies and the Lessor also exclude all liability to you for breach of any term, condition, or warranty implied by law into these Terms. If liability for breach of an implied term cannot by law be excluded but can be limited, then we, our related companies and the Lessor also limit our liability to you to the re-supply or payment of the cost of re-supplying the relevant goods or services.

## 10. Your liability to us

- 10.1 To minimise the costs associated with operating the Westfield Accounts, we also require that you take responsibility for any harm we, our related companies or the Lessor suffer as a result of your use of the Westfield Accounts.
- 10.2 You therefore agree to indemnify us, our related companies and the Lessor from and against any loss, damage, costs or expenses suffered by any of us arising out of or in any way connected to the use of the Westfield Accounts by you or someone using your username and password.

## 11. Termination

- 11.1 We may terminate or suspend the Westfield Accounts or your access to the Westfield Accounts for any reason at any time. We will notify you in advance.
- 11.2 If the Westfield Accounts or your access to the Westfield Accounts is terminated or suspended:
- You will need to make alternative arrangements to pay any unpaid invoices, which must still be paid by the required payment date.
  - You will also still be responsible for any fees and charges you incurred in relation to the Westfield Accounts before the termination or suspension date.

## 12. Intellectual Property

- 12.1 We and our licensors own or have right to use all intellectual property rights relating to the site or Westfield Accounts, including all intellectual property rights in any pictures, catalogues, trade marks and other content appearing on the Site. This content is provided for reference purposes only and must not be copied or otherwise reproduced without our prior written permission.

## 13. General

- 13.1 We and you are independent contractors and no agency, partnership, joint venture or employment relationship is intended or created by these Terms.
- 13.2 If any of these Terms are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.
- 13.3 If we do not act in relation to a particular breach by you of these Terms, this will not be treated as a waiver by us of our right to act with respect to subsequent or similar breaches.
- 13.4 These Terms (and your dealings with us) are governed by the law in force in Australia.

## 14. Privacy

The information provided by you or collected by us as a result of your use of the Westfield Accounts will be dealt with in accordance with our Privacy Policy.