

# Online Banking

## Terms and Conditions.

These Terms and Conditions apply to your access and use of Westpac Online Banking.



**Accessibility support.**

Westpac welcomes calls through the National Relay Service. If you are deaf, hard of hearing, or have speech/communication difficulty, choose your access option detailed on [accesshub.gov.au/about-the-nrs](https://accesshub.gov.au/about-the-nrs).

Where English is a second language, contact us and a banker can arrange a language interpreter.

Visit [westpac.com.au/web-accessibility](https://westpac.com.au/web-accessibility) for further information on our more accessible products and services for people with disability, who are neurodivergent or where English is a second language.

This document sets out the Terms and Conditions for Westpac Online Banking ('Online Banking'), which refers to our online, mobile and tablet banking service. Online Banking is a service that lets you check information about Accounts, and tell us to perform transactions using those Accounts. However, the operation of each of those Accounts including banking services on the Accounts is controlled by the terms and conditions we give you for that Account (or in the case of another person's Account that you are authorised to access, controlled by the terms and conditions which we give to that other person).

For individual customers, you can manage the Accounts in your own Online Banking and can authorise Users to access the Accounts by creating a Personal Network and setting up Shared Access to an Account.

If you are an organisation, you will register for Online Banking for business, and may add several Accounts held by different legal entities to your Business Network. The authorised Administrators will manage your Business Network including authorising Users to access the Accounts.

Alternatively, both individual customers and organisations can authorise another person(s) to have access to their Accounts under a Third Party Access Authority via the third party's own Online Banking. In this case, the third party will have independent authority over, and control of, the Accounts and will be able to group the Accounts with their own Accounts in their Online Banking. The Account holder may not be notified of, and may not have visibility of, the actions taken by the third party when the third party uses the Account through the third party's own Online Banking.

Please read this document carefully. Your access and use of Online Banking signifies your acceptance to be bound by these Terms and Conditions.

The information in this document is subject to change. We may vary these Terms and Conditions and we will provide updated information by giving you notice (if required) or by posting the information on our website, as described in Part 4. You can get a paper copy of any updated information without charge by contacting us.

### **A guide to reading this document.**

Terms and conditions that apply to Third Party Access Authorities are set out in Part 1, Section C.

If you intend to authorise Users to access the Accounts in your Online Banking, or you are authorised to access someone else's Online Banking service, Part 2 of these Terms and Conditions sets out some additional terms and conditions that will apply.

There are words used in these Terms and Conditions that have special meanings, which can be found at the end of this document in the section 'Meaning of Words' in Part 4.

### **If you need to know more, please ask.**

If there's anything in this document that you'd like to clarify or know more about, simply contact us by:

- calling Telephone Banking 132 032 or (+61 2) 9155 7700 from overseas
- visiting our website [westpac.com.au](https://www.westpac.com.au)
- visiting any of our branches
- writing to us at GPO Box 3433, Sydney NSW 2001

To report suspected unauthorised access or a security breach to your Online Banking or Access codes, or to request your Online Banking to be reactivated please call our contact centre on 1300 655 505 or (+61 2) 9155 7700 from overseas (24 hours, 7 days a week).

### **Your Bank.**

The banking products and services set out in this document are provided to you by:

Westpac Banking Corporation ABN 33 007 457 141

275 Kent St, Sydney NSW 2000

Australian financial services licence and Australian credit licence number 233714

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# Part 1 – Features, fees and Terms and Conditions

## Section A – Features and benefits of Online Banking and BPAY.

We want to make all the details about your banking clear and easy to understand. This document gives you the information you need to use Online Banking in the right way, so you can get the best value and keep bank fees to a minimum.

You can use Online Banking to access a range of banking services including:

<b>Get a better picture of your banking</b>	<ul style="list-style-type: none"><li>• See all Accounts on one screen instantly</li><li>• Check Account balances and details of transactions available through Online Banking</li><li>• View and export up to 3 years' transaction history, including to third-party software providers</li><li>• View and print eligible account statements for up to the last 7 years</li><li>• Create a 'nickname' for Accounts, bills or payments</li><li>• Receive alerts about the status of transactions, the progress of loan applications, due dates for BPAY® bills and other important banking events</li><li>• If eligible, choose between eStatements and paper statements</li><li>• View your Scheduled payments</li><li>• View account information</li><li>• Import files</li><li>• Export payment files</li><li>• View Merchant Services</li></ul>
<b>Make payments</b>	<ul style="list-style-type: none"><li>• Transfer funds between Westpac Accounts</li><li>• Make a payment to an account at Westpac or other Australian financial institutions</li><li>• Make International Payments to accounts held at overseas banks</li><li>• Pay a tax bill to the Australian Taxation Office</li><li>• Schedule payments up to 24 months in advance</li><li>• Set up Recurring payments</li><li>• Make a payment from a Foreign Currency Account (balances shown with indicative rates)</li><li>• Make Same day – RTGS payments to accounts held at eligible Australian financial institutions</li><li>• Create and manage a list of payees and billers</li><li>• Make Payments to your Worldwide Wallet</li><li>• Authorise, decline, pause, amend, resume or cancel PayTo® Payment Agreements</li></ul>
<b>Pay bills</b>	<ul style="list-style-type: none"><li>• Pay bills using BPAY</li><li>• Schedule the payment of bills up to 24 months in advance</li><li>• View bills and statements online using BPAY View®</li></ul>
<b>Apply Online</b>	<ul style="list-style-type: none"><li>• Apply for selected Westpac accounts, Merchant Facilities and features online</li></ul>

<b>Services and preferences</b>	<ul style="list-style-type: none"> <li>• Manage contact details</li> <li>• Create and receive alerts and messages</li> <li>• Advise us that you are going overseas</li> <li>• Trace a transaction</li> <li>• Stop a cheque or cheque book</li> <li>• Manage Daily Payment Limits</li> <li>• Manage Business Daily Limits</li> <li>• Manage Weekly Spend Limits</li> <li>• Nominate Administrators to manage a Network</li> <li>• Lock a card temporarily</li> <li>• Manage Business Servicing Requests</li> <li>• Activate your card, set and change your card PIN</li> <li>• Reissue or report a card lost or stolen</li> <li>• Change your personal debit card limits</li> <li>• Increase or decrease your credit card limit</li> <li>• Add an additional card holder</li> <li>• Create a unique PayID®</li> <li>• Link an eligible account to a PayID</li> <li>• Transfer your card balance or switch your card type</li> <li>• Set up and manage SmartPlan repayments for eligible Westpac credit cards</li> <li>• Set up and manage your Card Autopay facility</li> <li>• Manage your Term Deposit</li> <li>• Request a home loan top up</li> <li>• Manage your home loan offset accounts</li> <li>• Close a credit card or Flexi loan account</li> <li>• Close eligible savings and transaction accounts</li> <li>• If you are a business customer, generate an Invoice (as defined in Part 3)</li> <li>• Manage Open Banking data sharing</li> <li>• Manage your Merchant Services</li> <li>• Authorise third parties to access your Merchant Services</li> <li>• Receive estimated carbon footprint calculations, based on included transactions from your eligible accounts</li> </ul>
<b>Share an Account</b>	<ul style="list-style-type: none"> <li>• Share access to an Account through Online Banking</li> <li>• Access authorised third-party Accounts</li> <li>• Access authorised third-party Merchant Services</li> </ul>

Your access to Online Banking services is dependent upon the access to the Accounts you are granted by the owner of the Online Banking service, including the Administrators on their behalf, and Westpac.

Not all Online Banking services are available for all Accounts – see the Terms and Conditions applicable to the Account for more information. For information about services you can initiate through Online Banking on selected Accounts (for example to request a cheque to be stopped on an Account), please refer to the relevant Account Terms and Conditions.

Online Banking has been tailored to access via your mobile phone and tablet device through Mobile Banking and Tablet Banking. Some features of Online Banking are not available in Mobile Banking or in Tablet Banking.

## Section B – Fees and charges for Online Banking and BPAY.

There are no establishment or ongoing fees for accessing Online Banking. However fees and charges apply for the processing of some payments and may apply for the use of some Security devices, for services to which the ePayments Code does not apply.

Online Banking customers will be charged the below fees at the time of processing their transaction either to the nominated billing account or an Account chosen at the time of requesting or approving the transaction. Account nominated for these fees will need to be an Australian dollar account.

Each Westpac Account has a separate fee structure, and fees and charges in addition to the below fees may be payable. Please refer to the Account Terms and Conditions for more details. Information on our current fees and charges is available on request.

Fee Type		Amount
International payments	International payment – To transfer to an overseas account in foreign currency	Nil per payment
	International Payment – To transfer to an overseas account in Australian Dollars	\$20.00 per payment
	International Payment cancellation (applies when Payment is returned by overseas financial institution as described in the International Payments section)	\$25.00 per returned payment
Bank cheque		Nil
Voucher and cheque imaging		Nil
Imported Payment files Payment template		Nil
Stop individual cheque		\$12.00 per cheque charged to the Westpac Account
Request to trace a transaction		Nil

**Fees applicable to Online Banking for business (unless you, as an individual customer request and Westpac agrees to add any of these services or payment methods to your Online Banking).**

Fee Type	Amount
Pay Anyone	Nil
Same day – RTGS payment	\$20.00 per transaction
Imported Payment files Payment template	Nil Manually created payments using File import or Payments created from a template may incur fees based on the Terms and Conditions of the Direct Entry facility used
Additional Token	First 3 Tokens issued to an organisation are free \$5.50 per month (or part thereof) for each additional Token
Replacing a lost or stolen Token	Nil

Note 1: Excess transaction fees may apply when you exceed any monthly withdrawal allowance that applies to your Westpac Account. Please refer to the Account Terms and Conditions for more detail.

Note 2: Online Banking for business customers must nominate a billing account for fees to be charged monthly no later than the first Business Day of the next month.



## Section C – Online Banking Terms and Conditions.

- 1. Your use of Online Banking is to be in accordance with these Terms and Conditions.**
- 2. These Terms and Conditions are separate from and do not affect the Terms and Conditions applicable to any Account or Direct Entry facility accessed by Online Banking.**
- 3. Getting started.**

- 3.1 You, as the owner of an Online Banking service must register to establish an Online Banking service in your name.
- 3.2 If you are an individual, you can register by visiting any of our branches or by calling our contact centre, going to [westpac.com.au](https://westpac.com.au) or downloading the Mobile or Tablet Banking application. We will provide you instructions on how to complete your registration and activate Online Banking. If we automatically register you for Online Banking we'll give you notice.
- 3.3 If you are an organisation, you can register by going to [westpac.com.au](https://westpac.com.au) and visiting any of our branches.
- 3.4 To sign in to Online Banking for the first time, you will need a Customer number and a Password.

### User set up.

- 3.5 The Account holder or an Administrator on your behalf can register Users to access Accounts and open certain Accounts (which includes accepting the terms and conditions on your behalf) within your Network through User administration or by contacting us. An Authorised representative(s) can register themselves as Users to access Accounts and open certain Accounts (which includes accepting the terms and conditions on your behalf) within your Network through User administration or by contacting us. We will assign each User a Customer number and a Password if they don't already have one. Part 2 of these Terms and Conditions describes the access Users may be assigned to the Accounts in a Network by you or the Administrators on your behalf.
- 3.6 When setting up a new User the process for delivering the Customer number and Password to the User must be nominated. For existing Online Banking Users, the User will be able to access the Network by signing in to Online Banking in the usual way and then selecting the Online Banking service from the Profile list in Online Banking.

### Third Party Access Authority set up.

- 3.7 The Account holder can grant Third Party Access Authority to a person who already holds their own Online Banking service by completing the Third Party Access Authority form at a Westpac branch.

### First sign in.

- 3.8 When you sign into Online Banking for the first time you'll be required to change the Password we provide you. For your security, we recommend that you choose a Password for Online Banking that is unrelated to any of your other Westpac passwords, such as your card PIN. Section D – Security and liability describes how you can protect your Access codes from unauthorised access.
- 3.9 When you sign into Online Banking for the first time you'll also be required to:
  - provide additional personal information (including your email address and mobile number) to enable your use of Online Banking and Westpac Protect SMS Codes.
  - for individual customers, agree to receive notices, documents and communications for your current and future accounts electronically through Online Banking and be notified to your email address when a document is available to retrieve (see clause 13).

We will handle your personal information as set out in the Privacy Statement in Part 4.

- 3.10 You and any User authorised to administer your Network or approve payments in Online Banking must have satisfied Westpac's identification requirements. You can find Westpac's identification requirements on [westpac.com.au](https://westpac.com.au)

## Electronic equipment.

- 3.11 Online Banking is a browser-based service which means you don't need any software other than a compatible browser. For more information on compatible browsers, please go to [westpac.com.au](https://westpac.com.au)
- 3.12 Mobile Banking offers a browser based service (for compatible browsers) and also a mobile application based service for approved Mobile devices. For more information on supported operating systems for Mobile devices, please go to [westpac.com.au](https://westpac.com.au)
- 3.13 It's your responsibility to ensure any electronic equipment required to use Online Banking is available to you, working properly, and that you know how to use it to access Online Banking.
- 3.14 You must take all reasonable steps to protect the security of your electronic equipment, including ensuring that it doesn't have any viruses or any form of program or mechanism capable of recording your Access codes.

## Notifications on your Mobile device.

- 3.15 We may send notifications to your registered Mobile device. These could include push notifications or notifications based on your device's location. You will not be able to opt out of service messages as they could relate to your personal details or accounts and may require action. You may also receive other notifications relating to our products, features and services, unless you have opted out of receiving these types of notifications in your settings.
- 3.16 You can enable or disable Mobile Banking notifications on your Mobile device at any time by changing the settings in the Westpac app, or you can deactivate Mobile Banking notifications by changing the settings on your Mobile device.
- 3.17 Anyone who has access to your Mobile device (including if you lend your Mobile device to someone else or your Mobile device is lost or stolen) will be able to see your notifications.
- 3.18 Some notifications are 'actionable'. This means that when you receive a notification, you can select it in order to access more information or perform an instruction (for example, make a payment to your credit card account).
- 3.19 In some instances, notifications may not reach your Mobile device due to the requirements or limitations of your device. Communications network or system outages, or other factors beyond our control (such as your internet connection) may also delay or affect delivery and receipt of notifications. You may not be able to receive notifications if you have uninstalled your Mobile Banking App on your device, or if your device has been deregistered.
- 3.20 Where it is reasonable for us to do so or where it is necessary for us to maintain the security or integrity of our systems, we may, with no prior notice to you, temporarily suspend or terminate our notification service to you.
- 3.21 A Third Party to a Westpac Bump Savings or a Westpac Choice Youth account can choose to receive push notifications to their own Mobile device (see Westpac Bump Savings and Westpac Youth Accounts section for more details).

## Joint Accounts.

- 3.22 The owner of a Network may provide On-share Access to a joint account within their Network once all Account holders or Authorised representative(s) have signed the Joint Account On-share Authority and we have approved the request.
- 3.23 The method of operation of the Account (e.g. two to sign) will apply in Online Banking for all payments other than those created via a Direct Entry facility. For payments created via a Direct Entry facility, only one approval will be required. Each Account Holder or Authorised representative(s) authorises us to process payments from a joint account created via a Direct Entry facility without reference to the method of operation of the Account.
- 3.24 An Account with a method of operation of two or more to sign will be added to Online Banking with access limited to view Account information, unless the Account holder or Authorised representative(s) authorises and we approve the request for the Account to be shared in a Network.
- 3.25 Where a joint account changes to a method of operation of 'All to sign', the account will no longer be available for PayTo services. On-share Access will not be cancelled but Users in the Network will no longer be able to authorise or manage PayTo Payment Agreements.
- 3.26 The Account will be visible in Online Banking to the Users granted access to the Account by you or the Administrators. To transact on the Account you or the Administrators must grant access to at least the equivalent number of Users as the number to sign on the Account. Any transaction created in Online Banking will need to be approved through the approval work flow process for the Network. The work flow process is described in Part 2.

- 3.27 In a Business Network the organisation has the ability to appoint a User that can self approve transactions in Online Banking. Part 2 describes how a Senior Approver can be appointed.
- Note: The authorised sharing of an Account through Online Banking does not authorise you or the Users to operate an Account outside of Online Banking.
- 3.28 Each Account holder of that joint account may view, authorise, decline, amend, pause, resume or cancel PayTo Payment Agreements created by one or other joint account holders, without requiring further approval from any other joint account holder, in respect of that joint account. All joint account holders will be notified when a PayTo Payment Agreement requires authorisation or action or there is a status update on a PayTo Payment Agreement or PayTo payment. These notifications cannot be turned off.

### **Third Party Access Authority – if you grant a Third Party Access Authority.**

- 3.29 The Account holder of an Account can grant access to a third party by completing a Third Party Access Authority form and the “Account or Service Holder’s declaration and authority” set out on the form will apply to that authority. The third party will be able to group that Account with their own Accounts in their own Online Banking. If the Account holder grants value access to a third party, the third party will have independent authority over, and control of, that Account and will have unrestricted access to transfer funds from that Account to any other Accounts they own. Any daily payment limits or other restrictions the Account holder granting the Third Party Access Authority placed on the Account within Online Banking will not apply to the third party when they operate that Account on the third party’s Online Banking. The Account holder granting the authority may have no visibility or control over the payment activity or history within the third party’s profile, for example, recurring payments. The Account holder or the third party can manage or remove the third-party access within Online Banking.
- 3.30 The Account holder nominates the highest level of access to the Account that a User can be granted in Online Banking. The access can be limited to view information on the Account, known as non-value access or value access, which allows you or the third party to approve payments on the Account, to transact or provide instructions for the Account in accordance with the method of operation on the Account.
- 3.31 Before 6 December 2024, personal customer Account holders were able to permit “On-share Access” when completing the Third Party Access Authority form. Where this was authorised, the third party granted access to the Account(s) will be able to grant further access to the Account(s) to other members of any Personal Network that they set up. See Part 2, clause 1.1 for details about Personal Networks. The Account holder will not have visibility over or control over how the permitted Users in the third party’s Network will operate the Account. On-share Access is always permitted for organisations under a Business Network. This means that if a third party has been granted Third Party Access Authority with value access to an Account, and the third party has a Business Network, then members of the third party’s Business Network will also have access to that Account.
- 3.32 Westpac Account holders should consider regularly reviewing third-party access to their account.

### **Third Party Access Authority – if you are granted a Third Party Access Authority.**

- 3.33 The Account holder of an Account which is not held in the same name as the Online Banking service can authorise the Account be added to your Online Banking by completing a Third Party Access Authority form.

### **Westpac Bump Savings and Westpac Youth Accounts.**

- 3.34 A third party to a Westpac Bump Savings or a Westpac Choice Youth account can choose to receive notifications to their own device for both deposits to and withdrawals from the accounts. The third party can also receive notifications when Account holders aged 14 and above changes their Daily Payment Limit, and when they get removed as a third party. The third party can enable this in their own device without requiring additional approval from the Account holder. The Account holder can remove the third party if they do not want them to receive notifications.
- 3.35 An Account holder who appoints a third party (such as a parent, guardian, or grandparent) with value access to their Westpac Choice Youth account agrees and consents to the third party acting on behalf of the Account holder in the Westpac App and Online Banking to:
- adjust the Weekly Spend Limit in relation to debit card transactions (From 25 March 2024);
  - apply online for a debit card on behalf of the account holder (From 25 March 2024);
  - temporarily lock the Account holder’s debit card;

- report the Account holder's debit card lost or stolen;
- view, authorise, amend, pause, cancel or decline PayTo Payment Agreements; and
- order a replacement card.

After turning 14, the Account holder can remove the third party if they do not want them to manage these services.

3.36 Westpac Account holders should consider regularly reviewing third-party access to their account.

## 4. Our authority.

- 4.1. You authorise us to allow any transaction or act on any instructions received on an Account for which the correct Access codes have been provided, including access by Users where appropriate.
- 4.2. You acknowledge that subject to the sections on liability below, you'll be liable for any misuse of Online Banking including transactions on the Accounts or any failure by a User to observe these Terms and Conditions.
- 4.3. You acknowledge that, in addition to your own use of Online Banking a User's access to the Accounts may also incur fees and charges which you'll be required to pay to us.

## 5. Payments.

- 5.1 You may use Online Banking to make payments through a range of payment methods. You need to be aware that any User authorised to approve payments on the Account(s) in Online Banking will also be able to make payments from the Account(s) in accordance with the access to the Account.
- 5.2 You and any User are responsible for providing correct payment details including amount and payee details. We have no liability to you or any User for any payment made in accordance with details provided by you or the User.

Where you instruct us to make a Payment to another financial institution, or an Osko® Payment, using a BSB and account number we only verify that the BSB is valid to accept payments. We do not verify that the account number is valid. For a Payment using a BSB and account number to a Westpac account (other than an Osko Payment) we verify that the BSB and account numbers are valid to accept payments.

We do not verify that the account number matches the account name for any Payments to any financial institution.

- 5.3 The Verify with Confirmation of Payee service allows you to check the name of the person or business you intend to pay matches the name on the account. [Verify with Confirmation of Payee terms and conditions](#) apply, available on [westpac.com.au](https://www.westpac.com.au) by searching 'Verify with Confirmation of Payee'.

## Transfer Funds.

- 5.4 By using the Transfer Funds option in Online Banking, you may transfer funds between the eligible Westpac Accounts that are accessible through Online Banking. The Account balances and transactions lists will be updated straight away, except credit cards and transfers to a foreign currency Account made after the payment cut-off time, where the transactions list will not update until the following Business Day.

Further, where you transfer funds after a payment cut-off time on a Business Day or a non-Business Day, that transfer may not be included in the balance of your Account for other purposes (such as interest, fees or overdrawing calculations) until the next Business Day.

Where you have an eligible Account that uses the Savings Goal feature, you can transfer funds between a specified savings goal and eligible Westpac Accounts. The balance of the savings goal will be updated immediately except for future dated payments or Recurring payments, where the balance will usually be updated within an hour after a transfer into or out of a savings goal.

If you have been granted Third Party Access Authority to an Account, any scheduled and/or incomplete transfer of funds you have actioned on the Account may be cancelled if your Third Party Access Authority is removed.

- 5.5 Transfers from a credit card to any other Account will be treated as a cash advance and will attract the standard cash advance fee and interest charges (refer to the relevant credit card conditions of use for details).

Transfers from a Corporate Card, Purchasing Card, Virtual Purchasing Card or Employee Benefits Card are not permitted via Online Banking. To make a Transfer Funds payment from these facilities or to effect a reversal of a Transfer Funds made to these facilities, the card Principal must contact their Westpac representative.

- 5.6 Funds Transfers from eligible accounts to eligible BT Invest, BT Cash Management and BT Panorama accounts will take up to 3 Banking Days to appear and be available in these accounts.

### **Pay Anyone.**

- 5.7 Pay Anyone is a transfer of funds from an Account to any other account which is not held in the same name(s). Payment may be made to other Westpac Accounts, or to any valid account at another Australian financial institution which accepts such a Payment.
- 5.8 If there are insufficient cleared funds in the Account at the time you tell us to make a Payment (including the time for a Scheduled payment you have arranged), we may:
- decline to make the Payment, or
  - to honour the Payment (subject to any overdraft settings you may have in relation to your account or transaction).

In either case (in accordance with the terms and conditions of the Account) we may charge a fee to the Account. For details of the applicable charges refer to the terms and conditions for the Account from which you're making a Payment.

### **Same day - RTGS.**

- 5.9 You may have the option to make a payment to a Pay Anyone payee using RTGS (real time gross settlement) which is a centralised payment system used in Australia for the same day settlement of Australian dollars transactions. In order to make a payment you'll need to be registered for a Security device.
- 5.10 The payment must be fully approved before the cut-off time on a Banking Day to be settled with the Australian financial institution of the payee's account by close of business on the same Banking Day. Refer to the Help centre for the cut-off time.
- 5.11 There is a maximum daily limit for Same day - RTGS payments that a User can approve. This limit appears in the Same day - RTGS payments section in the Help centre.

### **Osko.**

- 5.12 Osko is a service administered by BPAY that facilitates payments (including Osko Payments) between participating financial institutions.

If you are eligible to make Osko Payments and you make a Pay Anyone Payment to a person eligible to receive Osko Payments, then we will usually send that Payment using Osko where we are able to do so.

Payments received into your account will in most circumstances immediately form part of the available balance of the account. However, if a payment is made or received after the end of a Banking Day or on a non-Banking Day, that payment will not be included in updates to the balance of the account for interest calculations (if your account is interest bearing) and other purposes (such as fees or overdrawing calculations) until the next Banking Day.

An Osko Payment can be accompanied by a short description, making it easier to know what a payment is for (you must not enter inappropriate payment descriptions such as insulting or defamatory text. We will not be liable to you or any other person for inappropriate payment descriptions).

Osko is a way of making a Pay Anyone Payment. Although Osko is made available by participating members of the BPAY Scheme, payments using Osko are not BPAY payments (and Section E of these terms and conditions do not apply to payments using Osko).

You agree to the disclosure and use of your personal information by, and to, NPP participants and providers of NPP services (including other financial institutions, BPAY and NPP Australia Limited) and their service providers, for the purposes of processing and monitoring payments and to meet our obligations including as an NPP participant.

Processing and cut-off times will vary depending on the time of day the payment or transaction is made or received. For cut-off time information please refer to [westpac.com.au/faq/cut-off-times](https://westpac.com.au/faq/cut-off-times) or visit your local branch.



## PayID.

- 5.13 A PayID is a unique identifier that can be used to receive and make payments from accounts held with participating financial institutions throughout Australia.

When you create a PayID with us you will need to link your PayID to an eligible Account. When you would like a person to make a payment to your Account, you can give them your PayID, rather than the BSB and Account number of your Account.

If you are eligible to make Osko payments from your Account, you may also make Payments to another person's PayID (whether their account is held with Westpac or another financial institution). Payments to a PayID count towards your Daily Payment Limit.

Your PayID (and the details linked to it) will be held in a central register by NPP Australia Limited that will be accessible to participating financial institutions. Because your PayID is a unique identifier, a PayID can only be registered with a single participating financial institution, and linked to one account. Westpac may require your PayID to contain certain details (such as by requiring your PayID to be consistent with your Online Banking identity).

- 5.14 You and any User are responsible for providing correct details for any payment made or received using a PayID (including amounts and PayID details). We have no liability to you or any User for any payment made in accordance with details provided by you or the User.

When we process a payment to a PayID we check only that the details you provide match a registered PayID. We do not check the owner of the PayID, or the account that is linked to that PayID.

## Creating and managing your PayID.

- 5.15 Creating PayID is optional, and we will not create a PayID for you without your consent. The easiest way to create a PayID with Westpac is through Online Banking. To transfer an existing PayID to Westpac, you need to contact the financial institution where your PayID is currently registered and tell them you would like to transfer your PayID to us (we cannot transfer it for you) and then register it with us through Online Banking.

When you create a PayID with us you will need to link your PayID to an eligible Account. Not all Westpac accounts can be linked to a PayID, and we may not allow all types of PayIDs to be linked to an Account. For an eligible Account that is held jointly, more than one PayID may be created for the Account provided each PayID is unique. You can find out more about the accounts that can be linked to a PayID at Westpac, and the types of PayIDs that can be used to make or receive payments, by visiting our website [westpac.com.au](https://westpac.com.au)

- 5.16 Remember that you need to be entitled to use the PayID. We will only allow you to receive and make payments using your PayID if we are satisfied that you have the right to use the PayID. We may ask you to provide information that, in our reasonable opinion, establishes that you have the right to use the PayID. If there is a conflict or dispute over a PayID we may lock or close the PayID.

- 5.17 Because your PayID is linked to your Account, it is important that you keep your PayID details up to date at all times. Contact us if you would like us to:

- change your PayID, or update your PayID details, such as where your Mobile phone number changes;
- change the Account linked to your PayID – you will need to be authorised to transact on the changed Account;
- transfer your PayID to another participating financial institution; or
- close, lock or unlock your PayID.

You must notify us immediately if your PayID details change.

If you ask us to transfer, lock or close your PayID, your Account will remain linked to your PayID, and your PayID may be used to make and receive payments, until we are able to complete processing your request (including, for transfers, where the other financial institution processes the request). You can instruct us to:

- transfer your PayID to a different account you hold with us,
- initiate a transfer of your PayID to another financial institution, or
- close your PayID,

by calling Telephone Banking (132 032 or (+61 2) 9155 7700 from overseas).

We will typically give effect to your instruction within 24 hours. Please note, if you wish to transfer your PayID to an account with another financial institution, you are responsible for registering your PayID with that financial institution during the two week period (starting from the day we receive your instruction). After this period, the transfer request will lapse. If you have asked us to transfer your PayID to another financial institution, and that financial institution does not process the transfer request within the time frames required under the rules applying to PayID transfers, your transfer request will be cancelled (and your PayID will remain registered with us and linked to your Account).

### **Locked PayIDs, closed PayIDs.**

5.18 You may lock or close your PayID by contacting us at any time on 1300 655 505. While your PayID is locked or closed:

- your PayID will not be able to receive payments;
- if your PayID is linked to a PayTo Payment Agreement, PayTo payments will not be made and your PayTo Payment Agreement will be paused; and
- you will not be able to update your PayID or transfer your PayID to another financial institution.

You must immediately notify us if you suspect any unauthorised use of your PayID.

We may, acting reasonably, lock or close your PayID at any time. Without limiting the reasons why we may do so, this may happen if:

- we reasonably suspect that you may not have the right to use a PayID;
- we reasonably consider you have induced us to create or register a PayID by fraud;
- your linked Account is blocked or suspended;
- your linked Account is closed;
- you no longer have authority to transact on the linked account;
- we believe your PayID is being used in a way that may cause loss to you or us;
- we suspect your PayID is being used fraudulently; or
- we believe your PayID has become inactive.

5.19 If your Online Banking facility is closed (and your PayID has not been transferred to another financial institution) we may close your PayID.

### **PayTo.**

#### **Creating a PayTo Payment Agreement.**

5.20 You may establish and authorise PayTo Payment Agreements with merchants or Payment Initiators who offer PayTo as a payment option, for an eligible Account (as determined by us from time to time).

To create a PayTo Payment Agreement for an eligible Account:

##### **Step 1.**

You will be required to provide the merchant or Payment Initiator with your personal information, including the BSB and Account number or PayID, of the eligible Account. You must ensure your details are correct.

##### **Step 2.**

The merchant or Payment Initiator will create and submit a record of the PayTo Payment Agreement to their financial institution or payments processor to record in the Mandate Management Service.

##### **Step 3.**

Once the Mandate Management Service notifies us that a PayTo Payment Agreement has been created using your Account or PayID details, we will notify you via Online or Mobile Banking, email (to your nominated email address) or SMS, and ask you to authorise the PayTo Payment Agreement by providing you with details of the:

- merchant or Payment Initiator,
- payment amounts and payment frequency (where provided in the PayTo Payment Agreement).

#### Step 4.

You may authorise or decline the PayTo Payment Agreement:

- If you **authorise**, we will record your authorisation against the record of the PayTo Payment Agreement in the Mandate Management Service and the PayTo Payment Agreement will become effective (i.e. we will process payment instructions under the PayTo Payment Agreement).
- If you **decline**, we will record that against the record of the PayTo Payment Agreement in the Mandate Management Service.

(Note: If you believe that the payment amount or frequency, or any other detail presented in the PayTo Payment Agreement is incorrect, you may decline the PayTo Payment Agreement, contact the merchant or Payment Initiator, and have them amend and resubmit the PayTo Payment Agreement creation request.)

If a PayTo Payment Agreement requires your authorisation within a timeframe stipulated by the merchant or Payment Initiator, and you do not provide authorisation within that timeframe, the PayTo Payment Agreement may be withdrawn by the merchant or Payment Initiator.

- 5.21 Please ensure that the details of the PayTo Payment Agreement are correct before you authorise it. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a PayTo Payment Agreement that you have authorised.

#### PayTo Payment Limits.

- 5.22 We may impose limits to PayTo Payment Agreements created or amended after 25 November 2023. Current PayTo Payment Agreement limits are set out below and are subject to change:

- \$1,000.00 per payment for PayTo Payment Agreements with 'anytime' and 'payments made within a day' payment frequencies ('anytime' previously called 'ad hoc' payment frequency);
- \$25,000.00 per payment for PayTo Payment Agreements with a payment frequency other than 'anytime' and 'payments made within a day'.

Note: When a payment frequency is set to 'anytime' or 'payments made within a day', payments will be debited at intervals determined by the merchant.

If you attempt to authorise a PayTo Payment Agreement that exceeds the specified limits (or if your Migrated DDR Mandate exceeds these limits), authorisation will fail.

Limits are subject to change and available on [westpac.com.au/faq/payto-transaction-limit](https://westpac.com.au/faq/payto-transaction-limit)

- 5.23 PayTo payments are not included as part of your Daily Payment Limit or Business Daily Limit. You must only authorise PayTo Payment Agreements with payments that are within the payment limits specified in accordance with these terms and conditions.

#### Amending a PayTo Payment Agreement.

- 5.24 Your PayTo Payment Agreement may be amended by the merchant or Payment Initiator from time to time, or by us on your instruction.

You may instruct us to amend your Account details in the PayTo Payment Agreement. Account details may only be replaced with the BSB and Account number (or PayID) of an eligible Account.

We may decline to act on an instruction to amend your PayTo Payment Agreement if we are not reasonably satisfied that the request is legitimate. You may not request us to amend the details of the merchant or Payment Initiator, or another party.

- 5.25 We will send you a notification of proposed amendments to the PayTo Payment Agreement via Online or Mobile Banking, email (to your nominated email address) or SMS for your authorisation:

- If you **authorise**, we will promptly record the authorisation against the record of the PayTo Payment Agreement in the Mandate Management Service and the amendment will become effective.
- If you **decline**, the amendment will not be made. A declined amendment request will not otherwise affect the PayTo Payment Agreement.

If you decline the amendment request because of incorrect details, you may contact the merchant or Payment Initiator and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the merchant or Payment Initiator.

- If you do not authorise or decline within 6 calendar days of the notification being sent to you (or if the amendment is withdrawn by the merchant or Payment Initiator), the amendment request will expire and will be deemed to be declined.



## **Pausing your PayTo Payment Agreement.**

- 5.26 You may instruct us to pause and resume your PayTo Payment Agreement via Online and Telephone Banking. We will promptly act on your instruction by updating the record of the PayTo Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption.

During the period the PayTo Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a PayTo Payment Agreement that is in breach of the terms of an agreement between you and the relevant merchant or Payment Initiator.

- 5.27 Merchants and Payment Initiators may pause and resume their PayTo Payment Agreements. If the merchant or Payment Initiator pauses a PayTo Payment Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption, via Online Banking, Mobile Banking, or email. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a PayTo Payment Agreement by the merchant or Payment Initiator.

## **Cancelling your PayTo Payment Agreement.**

- 5.28 You may instruct us to cancel a PayTo Payment Agreement on your behalf by contacting us via Online Banking or Telephone Banking (where you have been granted value access for Telephone Banking). We will promptly act on your instruction by updating the record of the PayTo Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or Payment Initiator's financial institution or payment processor of the cancellation. The terms of an agreement between you and the relevant merchant or Payment Initiator may specify certain losses for which you may be liable as a result of that cancellation (e.g. you may be required to pay a cancellation fee after instructing us to cancel the PayTo Payment Agreement).

- 5.29 Merchants and Payment Initiators may cancel PayTo Payment Agreements. If the merchant or Payment Initiator cancels a PayTo Payment Agreement to which you are a party, we will promptly notify you of that cancellation via Online Banking, Mobile Banking, or email. We will not be liable to you or any other person for loss incurred due to cancellation of your PayTo Payment Agreement by the merchant or Payment Initiator.

## **Migration of Direct Debit arrangements.**

- 5.30 Merchants and Payment Initiators who have existing Direct Debit arrangements with their customer may establish PayTo Payment Agreements for these, as Migrated DDR Mandate, in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System). If you have an existing Direct Debit arrangement with a merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under PayTo.

You are entitled to prior written notice of variations to your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement, you must advise the merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

- 5.31 You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandate, or receive notice of amendment, pause or resumption, or cancellation initiated by the merchant or Payment Initiator, in the manner described in Section C.

## **Networks, Third Parties and PayTo.**

- 5.32 From 30 June 2024, the PayTo service will be available to:

- (a) Users in your Personal Networks or Business Networks; and
- (b) Person(s) that you have authorised under a Third Party Access Authority or Joint Account On-share Authority.

- 5.33 For organisations with Business Networks, you or the Administrator must enable the PayTo feature for eligible Accounts through Online Banking.

- 5.34 Permitted Users in your Personal or Business Networks, authorised third parties and any permitted User(s) of their Personal/Business Networks, are able to make the following changes to existing and new PayTo Payment Agreements:

- authorise, decline, amend, pause, resume or cancel PayTo Payment Agreements on your behalf, and
- amend Account details in the PayTo Payment Agreement. However, you are still liable to meet the terms of the agreement with the relevant merchant or Payment Initiator such as, payment for the goods or services the subject of the PayTo Payment Agreement if the third party fails to pay on your behalf).

## **Your responsibilities.**

### 5.35 You must:

- ensure that you carefully consider any PayTo Payment Agreement creation request, or amendment request made in respect of your PayTo Payment Agreement or Migrated DDR Mandate and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a PayTo Payment Agreement or Migrated DDR Mandate.
- notify us immediately if you no longer hold or have authority to operate the Account from which payments under a PayTo Payment Agreement or Migrated DDR Mandate have been (or will be) made.
- promptly respond to any notification that you receive from us regarding the pausing or cancellation of a PayTo Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- ensure that all data you provide to us or to any merchant or Payment Initiator that subscribes to PayTo is accurate, up to date and permitted to be disclosed.
- ensure not to use PayTo to send threatening, harassing or offensive messages to the merchant, Payment Initiator or any other person.
- ensure any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- comply with all applicable laws in connection with your use of PayTo.
- ensure that you comply with the terms of any agreement that you have with a merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a PayTo Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that merchant or Payment Initiator.
- ensure that you have sufficient funds in your Account to meet the requirements of all your PayTo Payment Agreements and Migrated DDR Mandate. Subject to any applicable laws and industry codes, we will not be responsible for any loss that you suffer as a result of your Account having insufficient funds. Please refer to the relevant Account terms and conditions which will apply where there are insufficient funds in your Account.

- 5.36 If you receive a PayTo Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us as soon as possible via Online Banking, Mobile Banking or Telephone Banking and submit a claim.

We will respond to all claims within 5 business days, and if the claim is founded, we will refund your Account. We will not be liable to you for any payment made that was in fact authorised by the terms of your PayTo Payment Agreement or Migrated DDR Mandate.

- 5.37 If you use a smartphone to do your banking, we recommend that you allow notifications from us on your Mobile device (by enabling notifications on your Mobile device settings) so that you may receive and respond to PayTo Payment Agreement creation requests, amendment requests and other notifications in a timely way. (See “Notifications on your Mobile device” in Section C.)
- 5.38 You acknowledge that PayTo functionality may be unavailable due to outages. Where we are unable to process your request (e.g. to cancel, amend or pause your PayTo Payment Agreement), we will notify you this in Online Mobile Banking, and you may need to contact your merchant or Payment Initiator to action your request.

## **Our responsibilities.**

- 5.39 We will accurately reflect all information you provide to us in connection with a PayTo Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.
- 5.40 In addition to any other rights we may have to refuse a service, we may monitor your PayTo Payment Agreements or Migrated DDR Mandate for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your PayTo Payment Agreements or Migrated DDR Mandate if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action to pause or cancel your PayTo Payment Agreement via Online Banking, Mobile Banking, or email.

## **Intellectual property relating to PayTo.**

- 5.41 All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (our Intellectual Property). We grant to you a revocable royalty free, non-exclusive license (or where applicable, sub-license) to use our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with these Terms and Conditions.
- 5.42 Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
- modifications to our Intellectual Property by or on behalf of you in a manner that causes the infringement;
  - use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
  - your failure to use corrections or enhancements to our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
  - your failure to use our Intellectual Property in accordance with these Terms and Conditions.

## **Privacy – PayID and PayTo.**

- 5.43 When a person uses your PayID, they will be able to view your PayID and certain details linked to it (such as your name). This is to help reduce the chances of mistaken payments. You agree to the disclosure and use of your personal information by, and to, participating financial institutions, users of PayID payment services, and the providers of the PayID payment facilities (including NPP Australia Limited and BPAY) and their service providers. If you do not agree, we will not be able to offer PayID payment facilities to you.

By authorising a PayTo Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your Account, you authorise us to collect, use, disclose and store (among other information):

- your name and Account details;
- details of your PayTo Payment Agreement(s) and Migrated DDR Mandate; and/or
- other personal information (including sensitive personal information such as health information);

(together, the Details), in the Mandate Management Service, for the purposes of:

- creating payment instructions and messages, and
- enabling us to make payments from your Account.

You acknowledge that the Details (including sensitive information) may also be:

- disclosed to the financial institution or payment processor for the merchant or Payment Initiator; and
- contained in PayTo Payment Agreements that may be viewed and managed by authorised third parties, assigned Users in a Network with On-share Access, joint account holders and the nominated Users in your Network(s) with assigned access to the Account.

Any personal information or data you provide to the merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant merchant or Payment Initiator.

## 6. International Payments.

- 6.1 In order to make an International Payment you'll need to be registered for a Security device.
- 6.2 International Payments will usually be available to the recipient within 2 Banking Days of us processing your Payment. However, we can't guarantee this, and in some circumstances it may take longer.
- 6.3 Other financial institutions may be involved in handling your International Payment (such as the recipient's financial institution or any intermediary financial institution) and they may impose fees and charges. Any overseas financial institution charges will be borne by the recipient of the International Payment and deducted from the payment amount.
- 6.4 An International Payment may be made in Australian dollars or a foreign currency, except in the case of a Fixed FX Transaction, where payment must be made in Australian dollars. If you ask us to transfer an amount in a foreign currency when making an International Payment (excluding a Fixed FX Transaction), we'll convert the Payment amount from Australian dollars using the retail exchange rate we make available for the foreign currency on that day. When you make an International Payment in a foreign currency you'll receive a confirmation of the Payment at the rate you purchased.
- 6.5 If an International Payment is returned by an overseas financial institution, we'll credit your Account with the Australian dollar equivalent of the amount received, at our prevailing buying rate of exchange for that currency on the date we credit your Account.
- 6.6 There is a maximum daily limit for International Payments that a User can approve. This limit appears in the International Payments section in the Help centre.

In addition, in the case of Fixed FX Transactions, there is a maximum cumulative limit for outstanding Fixed FX Transactions, and for each currency pair, a maximum tenor limit and maximum transaction limit. These limits appear in the International Payments section in the Help centre.

- 6.7 If the payment is less than the Foreign Currency Rate Sheet Limit, you may be told the indicative foreign exchange rate for the payment date and can approve the payment on this basis. A higher or lower rate may apply to the actual payment.

This Part 6 section 7 is not applicable to Fixed FX Transactions.

- 6.8 If you request us to make a payment in a different currency to the drawing Account for a value of more than Foreign Currency Rate Sheet Limit, or we advise you at the time of creating the payment, you must fully approve the transaction on the payment date. By approving the transaction you accept the rate derived by us from current foreign exchange rates. We will enter into foreign exchange contracts on the foreign exchange market to lock in that rate.

This Part 6 section 8 is not applicable to Fixed FX Transactions.

- 6.9 If an International Payment does not proceed for any reason, or you amend or alter any of the details of that payment, we will need to cancel the underlying foreign exchange contracts. As part of the cancellation process, it may sometimes be necessary to 'unwind' the underlying foreign exchange contracts used to lock in your International Payment rate. This will result in your International Payment being cancelled. A different or new rate will also be used in the cancellation process. Depending on market movements in the relevant foreign exchange rates, there could be a cost or gain arising as a result of cancellation. We will pass on to you any such cost or gain.

This Part 6 section 9 is not applicable to Fixed FX Transactions.

- 6.10 A scheduled International Payment (including Recurring payments) is an International Payment scheduled for a future date, where the foreign exchange rate is (except in the case of a Fixed FX Transaction) determined on the payment date.

A Fixed FX Transaction is an International Payment where it has been agreed to exchange Australian dollars into another currency, at an agreed rate on an agreed future date. In order to make a Fixed FX Transaction you will first need to opt-in to Fixed FX Transactions. For a Fixed FX Transaction created in a Shared Access or Business Network, the payment must be fully approved by all required Approvers (if any) within the period of time displayed on Westpac Online, to enter into a Fixed FX Transaction at an agreed rate.

- 6.11 The available currencies for Fixed FX Transactions appear in the International Payment section in the Help centre.

- 6.12 If the value of a scheduled International Payment (including Recurring payments) is greater than the Foreign Currency Rate Sheet Limit, if the International Payment is created in a personal or business network, or if we advise you at the time of creating the payment; the International Payment must be fully approved on the payment date or, in the case of Fixed FX Transactions, must be fully approved any time up to (but excluding) the payment date. Such approval may not be possible if the payment date is not a Banking Day.
- 6.13 Scheduled International Payments (including Recurring Payments) can be cancelled from your payments list at any point, up until the payment date, except for Fixed FX Transactions, which can be cancelled at any time up to (but excluding) the payment date.
- 6.14 You should check your payments list to confirm that a scheduled International Payment (including a Recurring payment) has been processed. A rejected International Payment will need to be resubmitted for approval and processing.
- 6.15 International payments may be subject to specific requirements or restrictions, including requirements relating to the payee's details (such as the payee name, address and account details) or country, currency and minimum value restrictions. Please sign in to Online Banking for notification of any requirements or restrictions that may be applicable to your intended international payment(s). Alternatively, you may receive notification of these requirements or restrictions at the time of making or setting up your international payment. These requirements, restrictions and conditions are subject to change from time to time at our discretion.
- 6.16 We may credit an inward International Payment to your account prior to us receiving the payment value from the sender's bank. If, after crediting your account, we do not receive the payment value from the sender's bank or correspondent bank, then we may debit that payment amount in full from your account, where there are sufficient available funds to do so, before we have resolved this matter with the sender's bank. Should we be able to resolve any non-payment by the sender's bank and we subsequently receive the payment value from the sender's bank, we will credit your account with the amount received.
- 6.17 Account holders under 14 years old cannot make International Payments in Online Banking. They can make International Payments in branch.
- Account holders must be at least 18 years old to opt-in to Fixed FX Transactions.

## **7. Payment times.**

### **Cut-off times.**

- 7.1 Payment instructions received after a cut-off time may not be processed until the next Business or Banking Day depending on the payment method. This may be the case even if Online Banking shows a change in Account balances resulting from the instruction given. Different cut-off times apply to different payment methods. Cut off times for BPAY payments are set out in Section E, clause 3.10. For other cut off times refer to the Help centre.
- 7.2 We may vary cut-off times. We'll advise you of permanent or long term variations to cut-off times in accordance with the "Changes to Terms and Conditions" requirements. If we need to make temporary changes we may not give advance notice.
- 7.3 If you tell us to make an Online Banking transaction or payment before the applicable cut-off time, in most cases it'll be treated as having been made on the same day. However, we may choose to process a transaction or payment on a day after the cut-off time for that day. (The date on which a BPAY payment is effective is worked out in accordance with Section E.)

### **Delayed payments.**

- 7.4 We will endeavour to process all instructions initiated through Online Banking promptly but there may be delays that are caused by factors beyond our control. If you should reasonably be aware that there are technical problems affecting an instruction, our liability is limited to correcting any errors and refunding any fees that we have charged you.



## Anti-Money Laundering and Counter-Terrorism Financing Obligations.

### When we may delay or refuse transactions

7.5 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, take such action including:

- block or place a stop on your card;
- delay, block, freeze or refuse a transaction; and/or
- return a transaction amount to the account from which it was received or as we reasonably consider appropriate.

These measures include where we have reasonable grounds to believe that:

- a transaction breaches Australian law or sanctions (or the law or sanctions of any other country); or
- a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- your account, Online Banking and/or card is being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you or us to lose money; or
- a payment made to your account is or may be a payment in error (including but not limited to fraudulent payments, or payments relating to a scam); or
- 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) in connection with the relevant product or Online Banking.

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

- you will 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;
- you will not access or use your Online Banking in a Sanctioned Jurisdiction; and
- the underlying activity for which Online Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- 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.

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

- 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); and
- the underlying activity for which any product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- 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.

## Payments made in error.

- 7.7 Where we reasonably believe that a payment made to your account may be a payment made in error, we may, without your consent, deduct from your account an amount no greater than the amount of the payment amount made in error and return it to the account from which they were received, or as we reasonably consider appropriate. A payment made in error includes a fraudulent payment, a payment as a result of a scam affecting you or another person, an over payment, a duplicate payment or a payment error. We will take steps, acting reasonably, to contact you in relation to a payment made in error where we consider it relates to a scam or fraud, unless we are unable. If you receive a Mistaken Internet Payment into your account, we may be required to act in accordance with the ePayments Code. See the 'Mistaken Internet Payments' section for more information.

## Scheduled payments (for eligible payment types).

- 7.8 Certain payment services allow you to schedule a Payment up to 24 months in advance as either a one off payment or a Recurring payment (provided that these payments options are available for your Account type). Not all payment services can be used to make Scheduled payments. You can find out more about the types of payment services that can be used to make Scheduled payments by visiting our website [westpac.com.au](https://westpac.com.au)
- 7.9 Cleared funds must be available at least a day before a Scheduled payment is due. A Scheduled payment may not be able to be made if:
- there is an insufficient Available balance in the Account; or
  - the Payment will exceed the daily limit for the payment method (if applicable); or
  - the payment will exceed your Daily Payment Limit or the Business Daily Limit; or
  - the payment will exceed your Weekly Spend Limit; or
  - an invalid Account is selected; or
  - a User in a Network involved in the approval of a Recurring payment is no longer an Approver, no longer has access to the Account or has been removed from the Network.
- Note: For individual customers, Scheduled payments and Recurring payments will not be automatically cancelled when your Online Banking service is terminated. We recommend you cancel all Scheduled payments and Recurring payments in Online Banking before you request we terminate your Online Banking.
- 7.10 You can cancel or make a change to the amount or date of an individual payment before midnight (Sydney time) on the day before the payment date. A change to an individual Scheduled payment won't change any other Scheduled payments to the same payee or the Recurring payment arrangement. To change the payment details for future payments in a Recurring payment arrangement, select the Payment from the Recurring payment list.

## 8. Payment Limits.

- 8.1 We may impose a maximum amount you may transfer from any one or more of the Accounts you can access using Online Banking per day, known as your Daily Payment Limit.
- 8.2 If you are under 14 years old, your Daily Payment Limit is set at \$50 per day. You cannot change your Daily Payment Limit online however your parent or guardian that is an account signatory can do so by calling our contact centre or visiting a branch.
- If you are an individual customer aged 14 years or over, the default Daily Payment Limit is \$750 per day. You can change your Daily Payment Limit through the self-serve function on Online Banking or the Westpac App.
- We will notify you of the maximum limits available to you at the time you change your Daily Payment Limit in the Daily Payment Limit section within Online Banking. You will need to be registered for a Security device to amend the limit through Online Banking. You and any Users you add to your Online Banking with make payments access to Accounts will share your Daily Payment Limit (Refer to Part 2 for User access). This is the maximum amount that can be transferred from all the Accounts in the Personal Network per day.
- 8.3 You'll need to be registered for a Security device at all times to have a Daily Payment Limit above the Maximum No Device Limit. If your Daily Payment Limit is above the Maximum No Device Limit and at any time you become deregistered from a Security device, the Daily Payment Limit that applies to you will be reduced to the Maximum No Device Limit. Further information concerning Daily Payment Limits can be found on our website at [westpac.com.au](https://westpac.com.au) and within the Help Centre section of Online Banking.

- 8.4 From 25 March 2024, you will be able to apply a Weekly Spend Limit in relation to Debit Mastercard transactions. This will allow you to set a limit on your cumulative weekly spend on your Debit Mastercard. This is an optional feature for existing customers. However, from 25 March 2024 the Weekly Spend Limit will be mandatory for new Debit Mastercard customers under the age of 14 who have their Debit Mastercard linked to a Choice Youth Account and have a third party with value access on their account. For these customers under the age of 14, the Weekly Spend Limit will be defaulted to \$50 and cannot be removed but may be changed by the third party with value access on the account.

### **Business Networks.**

- 8.5 Each User with Approver access must be assigned a Daily Payment Limit. The default limit when registering a Business Network for the first Administrator will be \$20,000 and subsequent Administrators will have a default limit of \$5,000.
- 8.6 The Administrators will be notified within User administration if an Administrator requests to increase a Daily Payment Limit for a User. Please refer to User administration in Online Banking for the maximum Daily Payment Limits available under a Business Network.
- 8.7 We will notify you in accordance with Part 4 if there are any changes to the default Daily Payment Limits or the Maximum No Device Limit for individual customers. For details of the Daily Payment Limit assigned to each User you can call our contact centre.
- 8.8 The aggregated maximum amount across all the Accounts in a Business Network that can be approved each day is known as the Business Daily Limit. Part 2 of these Terms and Conditions describes this limit.

### **What payment methods does the Payment Limit apply?**

- 8.9 The Daily Payment Limit covers the following payment methods:
- Pay Anyone payments
  - Same day – RTGS payments
  - Osko Payments
  - International Payments
  - Requests for the issue of a bank cheque
  - BPAY payment to a Restricted BPAY biller
  - Direct Entry (if applicable)
  - Pay Anyone payment to the Australian Taxation Office (ATO) (Business Networks only)
- 8.10 Unless the payment is to a Restricted BPAY biller, any BPAY payments made from an Account won't count towards your Daily Payment Limit.
- 8.11 PayTo payments do not count towards your Daily Payment Limit or Business Daily Limit. Please refer to PayTo Payment Limits in section 5.23 for details.
- 8.12 In addition to the Daily Payment Limit assigned to you, a daily limit may be applicable to certain payment methods for your security and the security of the Accounts. If the daily limit applicable to a payment method is exceeded, the payment won't be processed on that day, whether or not you have sufficient funds available in your Daily Payment Limit.
- 8.13 For information on the payment methods applicable to the Weekly Spend Limit, please refer to the Westpac Debit Mastercard Terms and Conditions for personal customers.

### **Changes to the Daily Payment Limit.**

- 8.14 If a Daily Payment Limit is increased you should note that this increases your risk that an unauthorised person with knowledge of your Access codes may make larger withdrawals on the Account(s). You should therefore consider your limit carefully and only increase it when necessary or for a large one off payment. You may reduce your Daily Payment Limit at any time.
- 8.15 To better protect you from any ongoing risk of loss, theft or misuse we may lower your Daily Payment Limit where no Online Banking activity has occurred for an extended period (usually of 3 months or more). This is a security feature designed to reduce the risk of unauthorised transactions occurring on the Account(s) in Online Banking. We will give you notice when we do this in accordance with Part 4. We may not give you notice if we reduce the limit to restore security to Online Banking or individual Accounts as described in Part 4.



## **9. Important note on Payments.**

- 9.1 We can't verify Account Details for Payments made to non-Westpac accounts or Osko Payments. If the receiving financial institution has an account with the Account Details you enter, the Payment will usually be completed.
- 9.2 If the Account Details don't match to an account, in most cases the Payment is returned to the Account by the receiving financial institution. You won't be notified and the payment status in Online Banking won't change. (That is, the returned amount is treated as a separate payment to the Account, and not a reversal of your original Payment transaction.) For this reason, please be careful when making Payments to third-party accounts, and check the Account Activity lists regularly for any returned Payments.
- 9.3 If you make a Payment in error and it's not returned automatically by the receiving financial institution, it may not be recoverable. For more information on the process for recovering a Mistaken Internet Payment refer to Section D. For other Payment methods, refer to the Terms and Conditions for the Account.
- 9.4 If you have the permission to create multiple Payments, you need to carefully review the details for each Payment including the Account Details. You will be given the option to save the Payment details into a Payment template after the Payments are approved.
- 9.5 If we are notified that an Account holder on a joint account dies and we consent to the surviving Account holder's or their Authorised representative's request for the Account to remain open, the surviving Account holder or their Authorised representative will be liable for all payments that have been authorised by the late Account holder (or authorised on their behalf) in Online Banking including any Recurring payments and future dated payments, unless the surviving Account holder or their Authorised representative requests us to cancel the payments.

## **10. Receipts and records.**

- 10.1 We'll provide you with a payment ID – a unique transaction number – and a deposit receipt number each time you make an Online Banking transaction. You should keep this record in case you have any queries in relation to the transaction.
- 10.2 We'll make available an electronic receipt of the details of any payment created in Online Banking. You can request us to send an electronic receipt to an email address as a record.
- 10.3 We recommend you check the status of your Payments and Scheduled Payments after the Scheduled payment date to ensure that it was able to be completed.
- 10.4 You should check your payment records and receipts carefully and promptly report any error to us by calling our contact centre.
- 10.5 Unless stated otherwise the time recorded on transaction records is the time in Sydney.

## **11. Currency of information and availability.**

- 11.1 Information available through Online Banking concerning transactions and balances may not always be up to date. It will usually record the transactions and available balance of an Account up to the close of business on the previous Business Day, but may show the effect of some transactions since the previous Business Day. Information shown through Online Banking at a particular time may be adjusted after that time to reflect the true position between you and us, for example if a cheque is dishonoured.
- 11.2 When you sign into Online Banking for the first time, the record of transactions on an Account may not be available. These transaction records will usually be available the following Business Day.
- 11.3 Online Banking and the services and functions you can access through it may be affected by such things as system outages or scheduled maintenance and may not be available at all times.
- 11.4 Online Banking may be unavailable due to scheduled outages or due to factors beyond our control, such as your internet connection.
- 11.5 The balances given in a regular balance alert or insufficient funds alert are current as at the time and date given within the alert message.
- 11.6 If you set up Quick Balance on your Mobile device, you can view the balances as described in 11.1 above, for your chosen Accounts without signing into Mobile Banking each time. For the most up-to-date information available we encourage you to sign in to Mobile Banking. The information will be viewable by anyone who has access to your Mobile device. You can also turn off Quick Balance through Online Banking for your security.

## **12. Statements.**

- 12.1 You may receive statements on eligible Accounts through Online Banking, instead of having paper statements mailed to you. If you are eligible to receive paper statements on your nominated Account(s) and you stop receiving paper statements, you can revert to paper statements at any time by changing your preferences in Online Banking or contacting us.
- 12.2 If you receive statements through Online Banking we'll send an email to your nominated email address and your Message inbox in Online Banking, advising that your statement is available. It's your responsibility to check your email regularly for these notifications and to access your statement promptly following our email. You must also keep your nominated email address current and let us know if you can't access your email or Online Banking for any reason. While you are receiving statements through Online Banking, you can't opt out of receiving these notifications; however you can change your nominated email address at any time.
- 12.3 If we don't have your current email address, we can't send you email notifications, and for credit card and loan accounts that require statements to be issued, we'll start sending your statements by mail on the second cycle of your statement after the first failed email notice. Where we are required to issue a statement, we'll send them by mail if you cease to be registered for Online Banking or if your Account becomes ineligible to receive non-paper statements.
- 12.4 You can query any entry on your statement by calling Westpac Telephone Banking.

## **13. Electronic communications for individual customers.**

- 13.1 This section does not apply to Online Banking notices or communications provided in accordance with Part 4 of these terms and conditions. Part 4 continues to operate despite any withdrawal of consent from receipt of electronic account communications in accordance with this section.
- 13.2 You may receive notices, documents and communications electronically for current and future eligible Accounts and insurance policy types, including through Online Banking, instead of having paper documents mailed to you. You can withdraw your consent to receiving documents electronically at any time and revert to paper documents by changing your preferences by account type in Online Banking. To review the account types, and make any changes, go to your mail settings in the services menu in Online Banking.
- 13.3 For some accounts and insurance policy types we can't send documents electronically, including because the law requires some things to be sent by post.
- 13.4 If you receive notices and communications through Online Banking we'll send an email to your nominated email address (notification), advising that you have new documents available. It's your responsibility to check your email regularly for these notifications and to access the documents promptly following our email. You must also keep your nominated email address current and let us know if you can't access your email or Online Banking for any reason. While you are receiving documents through Online Banking, you can't opt out of receiving these notifications; however you can change your nominated email address at any time.
- 13.5 You will be able to print or download the documents provided electronically through Online Banking for up to 18 months. Once the documents are no longer available through Online Banking, they will continue to be available to you (for up to 7 years from their creation) by contacting us.

## **14. Suspension and termination.**

- 14.1 You agree that you will not use Online Banking to transmit, share, or save any content, including via any payment methods (for example, text in payment descriptions for Osko Payments), when using any of the Money Management features described in clause 17, or when making a request for payment, that in our opinion:
  - includes inappropriate, crude or insulting language;
  - is defamatory or otherwise unlawful; and/or
  - promotes or is, harassing, abusive, intimidating or threatening, including any threats of physical violence or mental harm, to any other person.

If, in our opinion, you do not comply with this clause we may refuse to process a payment or payment request and/or suspend or terminate your use of Online Banking in accordance with clause 14.2.

- 14.2 We may suspend or terminate your access to Online Banking or any other account access methods, or suspend or terminate your access to certain features within Online Banking without giving you notice where we reasonably believe your access should be suspended or terminated. This includes where we believe that there is a risk of fraud or security breach, you do not comply with clause 14.1 above, where you have not accessed Online Banking for a period of 6 months or more, or where we reasonably suspect that you are residing in a Sanctioned Jurisdiction. Should you require assistance, please call our contact centre.

If you are travelling to a Sanctioned Jurisdiction, we may without giving you notice suspend your access to Online Banking or any other account access methods while you are in that jurisdiction.

- 14.3 We may from time to time require additional documentation or information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risks. Where you do not provide us with any document or information we reasonably request, we may, with reasonable notice, suspend or terminate your access to Online Banking or to certain features within Online Banking. We may choose not to provide you with notice if we determine it is reasonably necessary.
- 14.4 You may terminate your use of Online Banking at any time by giving us written notice, making a request in the Mobile Banking App, or calling our contact centre.

## **15. Chat service in Online Banking.**

- 15.1 We may give you access to our chat service in Online Banking, where you may chat with the virtual assistant (bot) or a member of our staff. The virtual assistant can only offer self-service support.
- 15.2 The virtual assistant and our staff cannot perform any Online Banking transaction over the chat service, unless they accept your instruction and provide you with a receipt number (in the case of a payments transaction) or otherwise confirm that a transaction has been completed. You should check your payment records and receipts carefully, and promptly report any error to us by calling our Telephone Banking team.
- 15.3 Where the virtual assistant or our staff is not able to assist with your query over the chat service, we may refer you to our Telephone Banking team or a Westpac branch. Telephone Banking Terms and Conditions apply to telephone banking (which is available at [westpac.com.au](https://westpac.com.au)).
- 15.4 Please don't provide personal information over the chat service unless specifically requested. Westpac's Privacy Statement, which is available at [westpac.com.au/privacy/privacy-statement/](https://westpac.com.au/privacy/privacy-statement/) applies to your use of the chat service.
- 15.5 If the chat service is not available, please call Telephone Banking.

## **16. Open Banking – Consumer Data Right.**

- 16.1 Open Banking gives you the ability to share your banking information with Accredited Data Recipients that you trust, online. To use Open Banking to share your data with Westpac that we hold in our capacity as a Data Holder, you will need to be registered for Online Banking and satisfy other eligibility criteria.

If you/a Business Network's Administrator or nominated User ask us to share your/the Business Network Owner's data via Open Banking, this will not affect any existing data sharing permissions on your Account in Online Banking that are not related to Open Banking.

We may also require you to be registered for Online Banking in order for you to share your Open Banking data with Westpac in our capacity as an Accredited Data Recipient.

### **Open Banking for Business Networks.**

- 16.2 If a Business Network Owner has activated the Open Banking feature in accordance with the process described below, Administrators are able to nominate themselves or other Users to give, amend and manage authorisations to share the Business Network Owner's Open Banking Account data with Accredited Data Recipients and revoke any such nominations. For customers already registered for Online Banking as at 1 November 2021, the Open Banking feature can be activated by the Business Network Owner completing the form required by Westpac. For customers not already registered for Online Banking as at 1 November 2021, Open Banking will be activated at the time that the Business Network Owner has completed the registration for Online Banking (using the form required by Westpac).

If a Business Network Owner has activated the Open Banking feature all of the Business Network Owner's Open Banking Accounts will be available to the Administrator or nominated User to select some or all of these Open Banking Accounts for data sharing. Open Banking Accounts include accounts that are open, closed, not visible in Online Banking and accounts that the Administrator or nominated User may not have access to in Online Banking.

Business Network Owners can revoke (using the form required by Westpac) an Administrator's ability to nominate themselves or other Users, to give, amend and manage authorisations to share the Business Network Owner's Open Banking Account data with Accredited Data Recipients on behalf of the Business Network Owner, and revoke any existing authorisations to share data on behalf of the Business Network Owner.

### **Open Banking for joint accounts held by individual customers.**

- 16.3 Clauses 16.3 to 16.8 are effective from 4 August 2022, only relate to joint accounts held by individual customers and only apply with respect to Open Banking activities.
- 16.4 From 4 August 2022, Westpac will implement changes to the way that data sharing is authorised for joint accounts held by individual customers as set out below:
- (a) If a joint account held by an individual customer has not been enabled for data sharing prior to 4 August 2022, Westpac will automatically enable the account for data sharing. See clause 16.5 for information on what a joint account being 'enabled' for data sharing means.
  - (b) If a joint account has already been enabled for data sharing (prior to 4 August 2022), it will continue to be enabled for data sharing.
  - (c) If prior to 4 August 2022, a joint account has previously been disabled for data sharing by a joint account holder, it will remain disabled for data sharing. See clause 16.6 for information on what a joint account being 'disabled' for data sharing means.
  - (d) If a proposal to enable data sharing is 'pending' approval (if not all joint account holders have approved the proposal to enable data sharing ) on 4 August 2022, the joint account holders will have a specified period of time to respond to the approval request and if a response is not received, the joint account will remain disabled for data sharing. See clause 16.6 for information on what a joint account being 'disabled' for data sharing means.
- 16.5 The joint account must be 'enabled' for an account holder to authorise Westpac to share data on that joint account. When a joint account is enabled, any Open Banking data sharing authorisations created by one account holder are taken to have been pre-approved by all account holders. This means that any joint account holder can authorise Westpac to share data on the joint account with an Accredited Data Recipient, without requiring further approval from any other joint account holder, when Westpac receives a valid data sharing request from an Accredited Data Recipient in respect of that joint account. This is despite any existing banking authorities (i.e. method of operation) that apply to the joint account such as a 'two to sign', 'two or more to sign' or 'all to sign' authority.
- 16.6 When a joint account is 'disabled' for data sharing, this means that Westpac will not share any data relating to the joint account with an Accredited Data Recipient (even if Westpac receives a valid data sharing request from an Accredited Data Recipient). If the joint account is disabled for data sharing and the joint account holders wish to enable data sharing, either joint account holder may propose to change the data sharing status of the joint account through the online consent dashboard in Online Banking. All joint account holders must approve the proposal before the joint account is enabled for data sharing, within a specified period of time.
- 16.7 Any joint account holder can view the joint account's data sharing option or change it to disabled at any time through the online consent dashboard in Online Banking. Once the data sharing is set to disabled:
- (a) data sharing will cease for the joint account with respect to any existing data sharing authorisations;
  - (b) no joint account holder will be able to share data from that account;
  - (c) any subsequent request made on the online consent dashboard in Online Banking to enable data sharing on the joint account will need to be approved by all joint account holders within a specified period of time.
- 16.8 Joint account holders will be notified whenever the data sharing status of the joint account changes. Joint account holders will also be notified when another joint account holder creates, amends or withdraws an authorisation to share data with an Accredited Data Recipient or an authorisation has expired, unless the joint account holder has nominated not to receive these notifications.

Visit [westpac.com.au/openbanking](https://westpac.com.au/openbanking) for further information about Open Banking.

## **17. Money Management.**

### **Transaction Categorisation.**

- 17.1 Eligible transactions on your Account for profiles within your own name will be automatically grouped into pre-defined sub-categories within Mobile Banking. All Users who have access to an Account will have the ability to view and update the sub-category of a transaction, and the applied sub-category will be viewable by all Users. While we do our best to categorise transactions by matching the transaction description to the pre-defined sub-categories, at times the applied sub-category may not reflect your preference. If this is the case, for most transactions you and any Users with access to the Account will have the ability to update the sub-category with another sub-category from the available list, or create a new, customised sub-category, which can also be applied to other transactions and viewed by anyone with access to the Account.
- 17.2 In addition to clause 17.1, all Users with access to an Account can view and amend any additional details generated in respect of a particular transaction, which include the transaction tags and sub-categories attached to the transaction. If a User who created a customised sub-category no longer has access to an Account, that sub-category will be removed for all transactions that it was applied to. All impacted transactions will then be displayed as 'Uncategorised'.

## Section D – Security and liability.

### 1. Access codes.

- 1.1 Access codes are the keys to each Account. They allow anybody using them to conduct operations on the Account. Because of this you must take special care to protect them.
- 1.2 You must ensure that your Access codes are kept secure. The requirements for protecting your Access codes are set out in clause 4 below. You must ensure that all Users comply with these requirements.
- 1.3 You must not disclose your Access code to anyone, including family members, friends and our staff.
- 1.4 If you enter any of your Access codes incorrectly 3 consecutive times, your Online Banking may be suspended and you won't have access to Online Banking. If this occurs, please call our contact centre to reactivate your Online Banking access.

### 2. Sign in using Passwords, Mobile passcodes and biometric information.

- 2.1 When you register for Online Banking you'll be provided with a temporary Password (unless you are under 12 years old). If you are under 12, an account signatory will be provided with the Password. You must change this Password when you first access Online Banking and ensure any User does the same.
- 2.2 It is very important that your Password, and every User's Password, remains secure. Ways to achieve this include choosing a Password that nobody could guess, not using one that includes your name, date of birth (or part thereof) or a combination of these, and not using the same password that is used for other services such as your email service.
- 2.3 If you use Mobile Banking, you can access your Mobile Banking using your Customer ID and Password. You may be given an opportunity to select a Mobile passcode or choose to use biometric information such as the fingerprints or facial data you store on your Mobile device for accessing Mobile Banking through your chosen Mobile device. Selecting a Mobile passcode or selecting to use the stored biometric information to sign in to Mobile Banking are alternatives to entering the Password each time. We will notify you through the Mobile device when you can choose to set up these options to sign in to Tablet Banking.
- 2.4 You can sign in by using biometric information where your Mobile device allows you to control access to it using, for example, any fingerprint or facial data that you store in the device. If you wish to sign in using biometric information, you should ensure that only your biometric information is stored on the Mobile device. Each time the Mobile device registers a use of biometric information to authorise any transactions through Westpac Mobile Banking or Westpac Tablet Banking (as applicable), you instruct us to perform those transactions.
- 2.5 In addition to ensuring your Mobile device is secure, it is very important that each Mobile passcode or biometric information used in connection with that Mobile device, remain secure.
- 2.6 If we suspect the security of your Password or Mobile passcode has been breached, you'll be required to change it.

### 3. Security Codes.

- 3.1 In order to make certain Online Banking transactions, including changes to your Online Banking settings you'll need to be registered for a Security device, for example Westpac Protect SMS Code service.
- 3.2 Once you're registered you may need to enter the Security Code provided for particular transactions or activity, including:
  - create new and amend payee and biller details;
  - creating a PayID;
  - authorising/managing a PayTo Payment Agreement;
  - a new Pay Anyone payment (i.e. a payment to a person whom you have not already made a Pay Anyone payment);
  - a new BPAY payment (i.e. a BPAY payment using a biller code and reference number combination that you have not previously used for a BPAY payment);
  - a Same day – RTGS payment;
  - an International Payment (not applicable for Online Banking for business);
  - a request for an issue of a bank cheque to a person who doesn't appear in your bank cheque payee list;



- an instruction to withdraw funds from or close a Term Deposit account;
  - update your contact details;
  - Administrators to access and make any changes in User administration; and
  - any other feature that may be deemed to require additional authentication based on our security controls and monitoring.
- 3.3 If you are no longer registered for a Security device at any time it may have the effect of immediately reducing your Daily Payment Limit as described in the section Daily Payments Limits in Section C. You can cancel your registration for a Security device by contacting us, or if you are a Business Network User, the Administrator can cancel your registration in User administration.
- 3.4 If you are registered for a Security device call our contact centre for assistance if you need to approve a transaction and:
- your Mobile phone or Security device has been lost or stolen
  - your Mobile phone or Security device is not operational
  - If you are registered for SMS Code:
    - you don't have access to the Mobile phone
    - you're out of phone range, or
    - the SMS Code service is not operational.

### **Westpac Protect™ Security Code.**

- 3.5 We will send the Westpac Protect SMS Code by SMS to your Mobile phone, and you'll need to promptly enter that Access code in Online Banking for the transaction to be processed.
- 3.6 We recommend you nominate a Mobile phone number used only by you. If the Mobile phone is also used by other people, they may receive, or be able to access your SMS Code messages. If you tell us your Mobile phone number is changing via Online Banking, we'll send an SMS to your old number. If you call our contact centre to tell us about this change, we'll send an SMS to both the old and new numbers.
- 3.7 We don't charge you a fee for sending a SMS Code to your Mobile phone. However, your Mobile phone service provider may impose fees and charges, including fees and charges for sending and receiving SMS messages. The payment of any such fees and charges is the responsibility of the Mobile phone account holder. If you have any concerns regarding such fees and charges speak with your service provider.
- 3.8 If you have provided Push Notification permissions on your Mobile device and you are registered for our Westpac Protect™ SMS Code service, we may automatically enrol your device for Security Codes via the Westpac App, where you will receive your security codes via Push Notification.
- 3.9 If your SMS Code becomes suspended or is deregistered, we will also deregister all your Mobile devices from receiving Security Codes via the Westpac App.
- 3.10 You can manage your Mobile devices that receive Security Codes, including opting out of receiving Security Codes via the Westpac App, by deregistering your device(s) in Online Banking or calling our contact centre.
- 3.11 If you remove all Mobile devices from receiving Push Notifications, we will also deregister you from receiving Security Codes via the Westpac App. However, we may auto-register you again if you register for Push Notifications at a later date.

### **Tokens.**

- 3.12 If you are registered to hold a Token you agree that the Token issued to you remains our property, and agree to return the Token to us immediately:
- upon our request;
  - on cancellation of Online Banking; or
  - on termination of your authority to use the Security device by us or any Administrator.
- 3.13 You must keep any Token secure and in a location where unauthorised people can't access it.

## 4. Protecting your Access codes.

4.1 To protect your Access codes you must:

- not tell anyone your Access codes, including family members, friends and our staff;
- try to memorise them;
- destroy any documentation or communication we issue to you that contains an Access code;
- not write your Access codes including your Password or Mobile passcode on your computer, Mobile phone, Mobile device or Security device, even if disguised;
- not keep a record of your Access codes with or near your computer, Mobile phone, Mobile device or Security device;
- not tell anyone your Access codes, including family members, friends and our staff;
- not select as your Access code a number or word that can easily be associated with you, such as your date of birth, phone number, driver's licence number, or part of your name; and
- make sure nobody watches you or hears you when you're entering or using your Access codes at electronic equipment.

4.2 If you make a record of your Access codes you must either take reasonable steps to prevent unauthorised access to the record or ensure it is reasonably disguised. We don't consider it a reasonable attempt to disguise an Access code if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the Access code;
- record the Access code as a phone number with the Access code in its correct sequence within the number;
- record the Access code as a telephone number where no other telephone numbers are recorded; or
- disguise the Access code as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your Access code.

4.3 If you make a record of your Access code you must keep that record separate and well away from any electronic equipment (such as a computer or Mobile phone) or any other Access code or Security device you use to access Online Banking unless the Access code is reasonably disguised.

4.4 If you're registered for a Security device, to protect the Accounts you must:

- keep your Security device secure and in a location where unauthorised people can't access it;
- not write your Customer number, Password on, or store them in an unprotected manner in or on the Security device; and
- not keep a record of your Customer number, Password near the Security device.

4.5 If you're using Mobile Banking, you must also not write your Customer number, Password or Mobile passcode on your Mobile device or keep a record of any of them near the Mobile device.

### **What you must do if you suspect an unauthorised transaction, loss of Security devices or breach of security of Access codes.**

4.6 If you suspect the security of any Access code has been breached, your Mobile device has been lost, stolen or misused, your Security device or the Mobile phone you use to receive Westpac Protect™ Security Codes has been lost, stolen or misused, or an unauthorised transaction has occurred you must ensure:

- you call our contact centre immediately (details are at the front of these Terms and Conditions);
- the Access code (excluding Customer number) is changed;
- the Mobile device is de-authorised for Mobile Banking;
- the Security device (excluding Customer number) is replaced; and
- you inform us that SMS Codes should no longer be sent to the Mobile phone number.

4.7 We'll give you the notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report of a suspected breach.



- 4.8 If you can't contact us by phone because our emergency telephone numbers are unavailable, you'll not be responsible for any unauthorised use of Online Banking which could have been prevented if you were able to contact us by phone provided you tell us of the loss, theft or misuse of your Security device or Mobile phone or suspected breach of security of your Access code(s) within a reasonable time after our contact numbers become available again.

## **5. Liability.**

- 5.1 Liability for any losses resulting from unauthorised transactions made using Online Banking will be determined by us in accordance with the ePayments Code, where that Code applies to the transaction.
- 5.2 For the purposes of this clause 5, a reference to you or your means the Account holder of the Account from which an unauthorised transaction has occurred.
- 5.3 You are responsible to ensure when you grant access to your Account(s) to another Online Banking service, that the owner of that Online Banking service notifies you of any changes to the Daily Payment Limit, Weekly Spend Limit and/or Business Daily Limit. Any increase to these limits may increase your liability for unauthorised transactions.

### **When you are not liable.**

- 5.4 You'll not be liable for losses resulting from unauthorised transactions made using Online Banking where it is clear that you or a User have not contributed to the loss.
- 5.5 You'll also not be liable for losses resulting from unauthorised transactions made using Online Banking that:
- are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements, or merchants or their agents or employees;
  - happen before you or a User receives or selects an Access code and/or Security device (including any reissued Access code or Security device);
  - happen after we have been notified that a Security device or Mobile phone has been misused, lost or stolen or that the security of any Access code has been breached;
  - relate to any component of a Security device, an Access code or Identifier that is forged, faulty, expired, or cancelled; and
  - are the result of the same transaction being incorrectly debited more than once to the same account.

In the above situations we will credit the amount of the unauthorised transaction to the Account.

### **When you are liable.**

- 5.6 You'll be liable for losses resulting from transactions which are carried out by you, a User or by another person with the knowledge and consent of you or of any User.
- 5.7 You'll be liable for actual losses resulting from unauthorised transactions made using Online Banking caused by you or a User:
- engaging in fraud;
  - voluntarily disclosing any of their Access codes to anyone, including a family member or friend;
  - keeping a record of an Access code without making a reasonable attempt to disguise it or to prevent unauthorised access to it in accordance with clause 4;
  - where more than one Access code is required, recording both (or all) of the codes in a way that they could be lost or stolen together. For transactions where a Security device is required this includes keeping a record of an Access code in a way that could be stolen with their Mobile phone, Mobile device or Security device;
  - writing their Access codes or a disguised record of their Access codes on their Mobile phone or Security device;
  - selecting an Access code which represents their date of birth (or part thereof), or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such an Access code and told them of the consequences of doing so; or
  - acting with extreme carelessness in failing to protect the security of their Access codes.
- 5.8 You'll also be liable for actual losses resulting from unauthorised transactions made using Online Banking caused by the User unreasonably delaying notifying us of the misuse, loss or theft of a Mobile phone, Security device, or of their Access code(s) becoming known to someone else.

- 5.9 In these cases your liability will only extend to losses which occur between the time when you or a User became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified. This limit on liability does not apply to customers of Online Banking for business, please refer to below section "Online Banking for business".
- 5.10 However, you'll not be liable to pay for:
- that portion of the losses incurred in a period which exceed any transaction limit for that period;
  - that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;
  - losses incurred on any accounts which the Account holder or Authorised representative(s) and Westpac had not agreed could be accessed using Online Banking; or
  - losses occurring after we have been notified that a Security device that has been issued, has been lost or stolen or that the security of the Access code(s) has been breached.
- 5.11 Your liability is subject to Westpac proving on the balance of probability that a User contributed to the losses in one or more of the ways listed above.
- 5.12 If more than one Access code is required to perform a transaction and we prove that a User breached the security requirements for one or more, but not all, of those codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.
- 5.13 In circumstances where it is unclear whether you (or a User) contributed to the loss, you will only be liable for losses resulting from unauthorised transactions made using Online Banking to a limited extent. Your liability in such cases will be the least of:
- \$150.00;
  - the balance of the Account on which the unauthorised transactions were made; or
  - the actual loss incurred before we are notified of the misuse, loss or theft of a Security device, or Access codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable Daily Payment Limit).

### **Online Banking for business.**

- 5.14 In circumstances where it is unclear whether you (or a User) contributed to the loss, you will only be liable for losses resulting from unauthorised transactions made using Online Banking to a limited extent. Your liability in such cases will be the least of:
- the balance of the Account on which the unauthorised transactions were made; or
  - the actual loss incurred before we are notified of the misuse, loss or theft of a Security device, or Access codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable Daily Payment Limit).
- 5.15 You will also be liable for losses resulting from an Administrator or User accessing Online Banking via a computer that you know contains software that has the ability to reveal to a third party, or to otherwise compromise, Access codes and/or customer information, including account information.

## **6. Mistaken Internet Payments.**

- 6.1 This clause only applies to an individual customer's Pay Anyone Payment and Osko Payment. This clause does not apply to:
- (a) BPAY payments. See Section E of these Terms and Conditions for what to do if you believe a BPAY payment has been affected by a mistake; and
  - (b) business customer Pay Anyone Payments; and
  - (c) Same day - RTGS payments.
- See the Account terms and conditions for what to do if you believe a payment has been affected by a mistake.
- 6.2 You should report Mistaken Internet Payments to us as soon as you become aware of them. You can report Mistaken Internet Payments to us in Online Banking, by visiting a Westpac branch or by calling Telephone Banking.
- 6.3 We will acknowledge receipt of your report of a mistaken internet payment, conduct an investigation into that mistaken internet payment, and inform you in writing of the outcome of our investigation within 30 business days of the day on which you made the report.

If you are unhappy with how your report was dealt with, you have a right to complain to us. Information on our complaints procedure is set out in this document. If you are still not satisfied with our response or handling of your complaint, you have the right to complain to the external resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's contact details are set out in the "Feedback and Complaints" section of this document.

### **How we deal with Mistaken Internet Payments.**

- 6.4 Mistaken Internet Payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. This section provides a summary of the processes in that Code.
- 6.5 We may be the sending institution, that is the financial institution whose customer made the payment or the receiving institution, that is the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your Westpac Account. We will be the receiving institution where the payment is made to your Westpac Account.
- 6.6 Where a financial institution other than us is the receiving or sending financial institution, we can't guarantee that it'll follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it doesn't follow those processes.
- 6.7 Where the sending institution is not satisfied that a payment is a Mistaken Internet Payment, it is not required to take any further action, however it may choose to contact the unintended recipient and explain that a person has claimed that a transaction was mistaken.
- 6.8 Notwithstanding anything set out below, where the unintended recipient of the Mistaken Internet Payment is receiving income support payments from Services Australia or the Department of Veterans' Affairs, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Departments of Veterans' Affairs payments.
- 6.9 Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a Mistaken Internet Payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a Mistaken Internet Payment.

### **Where sufficient funds are available in the unintended recipient's account.**

- 6.10 Where the sending institution is satisfied that the Mistaken Internet Payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the Mistaken Internet Payment, the process that will apply will depend upon when the report of the mistaken transaction is made.

### **Where the report is made within 10 business days of the payment.**

- 6.11 If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 Business Days of the request or any reasonably longer period up to a maximum of 10 Business Days.

### **Where the report is made between 10 business days and 7 months of the payment.**

- 6.12 The receiving institution will investigate the payment and complete the investigation within 10 Business Days of receiving a request.
- 6.13 If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 Business Days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period.
- 6.14 If the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business Days of the end of that period.

### **Where a report is made more than 7 months after the payment.**

- 6.15 If the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.
- 6.16 In each case where the receiving institution is not satisfied that a Mistaken Internet Payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.
- 6.17 In each case, where the funds are returned to the sending institution, it will return the funds to the source Account as soon as practicable.

## **Where sufficient funds are not available.**

- 6.18 Where both the sending and receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

## **Where you receive a Mistaken Internet Payment.**

- 6.19 Where:

- both we and the sending institution are satisfied that a payment made to your account is a Mistaken Internet Payment; and
- sufficient credit funds are available in your account to the value of that payment; and
- the Mistaken Internet Payment is reported 7 months or less after the payment; and
- for Mistaken Internet Payments reported between 10 business days and 7 months of the payment, you don't establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 6.13;

we will, without your consent and in accordance with the ePayments Code, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 6.11 or 6.14 above.

- 6.20 If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the Mistaken Internet Payment to the payer.
- 6.21 We can prevent you from withdrawing funds that are the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

## **Liability for losses arising from Mistaken Internet Payments.**

- 6.22 You must ensure that Internet payment details are correct. You and any User are responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a Mistaken Internet Payment in accordance with this clause 6, but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including Mistaken Internet Payments.

# **Section E – BPAY**

## **Introduction.**

- (a) As a member of the BPAY Scheme and a subscriber to BPAY Payments, we offer BPAY Payments to our customers. BPAY Payments is an electronic payments service through which you can ask us to make payments on your behalf to organisations known as Billers who tell you that you can make payments to them through the BPAY Payments payment service.
- (b) We offer some of our customers the ability to make payments to multiple bills by submitting Payer Directions using a batch entry method. A customer who is eligible to make Batch Payer Directions may compile and transmit a computer file or use any other tool to submit Payer Directions to us, in favour of one or more Billers.
- (c) In addition to BPAY Payments, we also offer our customers a related service, BPAY View. BPAY View is a service that allows you to receive or access bills or statements electronically from participating Billers nominated by you and which enables you to choose to pay the Biller electronically using a payment method accepted by the Biller.
- (d) You acknowledge that BPAY View functionality is not available for Payments made using Batch Payer Directions.
- (e) We will tell you if we are no longer a member of the BPAY Scheme or if our subscription to BPAY Payments and/or BPAY View is cancelled and/or if we are no longer able to accept Batch Payer Directions.

## **1. BPAY Terms and Conditions.**

- 1.1 The terms and conditions set out in this section apply when you make a payment through the BPAY Scheme. The BPAY terms and conditions apply in addition to the account terms and conditions.
- 1.2 In relation to your use of BPAY, if there is any inconsistency between these BPAY terms and conditions and any other terms and conditions (such as those that apply to an Account) then these terms and conditions will apply to the extent of that inconsistency.

## 2. BPAY Scheme.

- 2.1 We are a member of the BPAY Scheme. We'll tell you if we're no longer a member of the BPAY Scheme.
- 2.2 For the purposes of the BPAY Scheme, we may also be a biller and you may nominate us as a biller for the purposes of your use of BPAY View. You may be able to make a transfer from an account at another financial institution which is a member of the BPAY Scheme to an Account you have with us.

## 3. BPAY payments.

- 3.1 You can use the BPAY service of Online Banking to pay any of your bills displaying the BPAY logo. Account holders under 14 years old cannot make BPAY Payments in Online Banking. They can make BPAY payments through Telephone Banking. You may select to pay your bills on either the current date or a date up to 24 months in the future.
- 3.2 When we make a BPAY payment on your behalf we are not acting as your agent or the agent of the biller to whom that payment is directed.

### Making a payment.

- 3.3 You don't need to register for BPAY in order to make a BPAY payment. To make a payment using BPAY payments, you must provide us with a valid payment direction.
- 3.4 We will treat your payment direction as valid, if you comply with the security procedures and you must give us the information specified below:
  - the Account you want us to debit the payment from;
  - the amount you wish to pay;
  - the biller code of the biller you wish to pay (this can be found on your bill, or can be selected from your existing biller list if you have previously made a payment to this biller); and
  - your customer reference number (this can be found on the bill or invoice you receive from the biller).
- 3.5 You acknowledge that we are not obliged to effect a payment if you do not give us all of the required information, if any of the information that you give us is inaccurate, or if you do not comply with the security procedures.
- 3.6 If your payment direction is valid, we'll debit your nominated Account with the amount you specify. Details of BPAY payments, including a receipt number, will appear on your Account statement.
- 3.7 If you are registered for a Security device and are making a payment to a new BPAY biller and customer reference number combination you've not paid before, you'll be required to enter an Access code to confirm your payment.
- 3.8 If there aren't sufficient cleared funds in the Account at the time you tell us to make a BPAY payment, we may:
  - decline to make the payment; or
  - use our discretion to honour the payment.

In either case (in accordance with the terms and conditions of the Account) we may charge a fee to the Account. For details refer to the terms and conditions for the Account from which you're making a payment.
- 3.9 BPAY payments can be made from most Accounts held with us. A list of eligible Accounts appears in the BPAY section in the Help centre. Some billers will not accept BPAY payments from certain account types.
- 3.10 When you use a credit card to make a BPAY payment, we treat that payment as a credit card purchase transaction.
- 3.11 We may reject a payment direction if the Biller who is to receive the Payment has terminated their BPAY arrangements with their financial institution and has not entered into new BPAY arrangements with another financial institution.



## BPAY payment cut-off times.

- 3.12 Billers participating in the BPAY Scheme will treat BPAY payments you make as received according to the table below:

If the BPAY payment is made:	If the Payment will be treated as received:
Before 6.00pm Sydney time on a Banking Day	On the date that you make the BPAY payment
After 6.00pm Sydney time on a Banking Day	On the next Banking Day
On a non-Banking Day (including for Scheduled payments)	On the next Banking Day

- 3.13 A delay might occur in the processing of a BPAY payment where:
- you tell us to make the payment after the cut off times referred to above and the following day is a non-Banking Day,
  - you tell us to make a payment on a day which is a non-Banking day or after the cut-off times referred to above on a Banking day;
  - we do, or another financial institution participating in BPAY Payments does not comply with any applicable obligations relating to BPAY Payments;
  - a Biller fails to comply with any applicable obligations relating to BPAY Payments
- 3.14 If we're advised that a BPAY payment can't be processed by a biller, we'll send an alert in Online Banking to advise you of this, credit the account with the amount of the BPAY payment, and if you ask us to do so, take all reasonable steps to assist you in making the BPAY payment as quickly as possible.
- 3.15 While it is expected that any delay in processing under this agreement will not continue for more than one Banking Business Day, any such delay may continue for a longer period. If we are aware that a delay may continue for a longer period, we may advise you.

## Scheduled BPAY payments.

- 3.16 You can arrange a BPAY payment to be made up to 24 months in advance as either a one-off payment or a Recurring payment. If the date you select is a non-Banking Day, your BPAY payment may be delayed as described above.

Cleared funds must be available in the Account the day before the Payment is made. If there aren't sufficient cleared funds in the Account on the day before the selected date, we may:

- decline to make the payment; or
- use our discretion to honour the payment

in accordance with the terms and conditions of the Account. We may charge a fee to the Account and/or debit interest charges to any overdrawn amount. For details refer to the terms and conditions for the Account from which you have selected as the source of the payment.

- 3.17 A Scheduled payment may not be able to be made for a number of reasons including if the biller no longer participates in the BPAY Scheme. If we aren't able to make a BPAY payment at the nominated future payment date we'll advise you by email.

## BPAY biller daily limits.

- 3.18 To increase the security of your BPAY service, a daily limit of \$10,000 will be applied to a certain group of billers (in particular, this relates to payments made to credit card accounts). Note this limit is different to your Daily Payment Limit and Business Daily Limit, and if the daily limit for your BPAY service is exceeded, further BPAY payments will be rejected, irrespective of whether sufficient funds are available in your Daily Payment Limit and Business Daily Limit (as applicable).
- 3.19 A daily limit won't be implemented for billers related to payments of your utilities; e.g. electricity or phone bills.
- 3.20 Please be aware that a BPAY biller may also set limits on the amount of a BPAY payment they'll accept.

## Stopping or altering payments.

- 3.21 If you believe that you have made a mistake in a BPAY payment, you must contact us as soon as possible so that we can locate the transaction and take action.

- 3.22 You must be careful to ensure that you tell us the correct amount you wish to pay. If you make a BPAY payment and later discover that:
- the amount you specified is greater than the required amount – then you must contact the biller to obtain a refund of the excess;
  - the amount you specified is less than the required amount – then you can make another BPAY payment to make up the difference; or
- 3.23 You may stop or alter a Scheduled payment by asking us to before midnight on the Business Day immediately prior to the day the payment is to be made.
- 3.24 We can't accept a request to stop or alter a BPAY payment that is not a Scheduled payment after you have instructed us to make it.

#### **4. Liability for BPAY payments.**

- 4.1 We attempt to rectify any mistaken or unauthorised BPAY payments in the way described in this section. If the ePayments Code applies to an unauthorised BPAY transaction, liability for that transaction will be determined in accordance with the provisions of that Code.
- 4.2 If under this clause 4 you are liable for an unauthorised or fraudulent payment or as a result of a BPAY View Error and the ePayments Code applies, then your liability is limited to the lesser of:
- (i) the amount of the unauthorised or fraudulent payment;
  - (ii) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service; and
  - (iii) the limit (if any) of your liability imposed under the ePayments Code as the case may be.
- If (ii) or (iii) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.
- 4.3 Other than as set out in this Section E – BPAY (and subject to the ePayments Code) we'll not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.
- 4.4 No refunds will be provided through the BPAY Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller. Even where your BPAY payment has been made using a credit card, no chargeback rights will be available under BPAY Scheme rules.

#### **Mistaken payments, unauthorised payments and fraud.**

- 4.5 We will attempt to make sure that your payments, including payments which are the subject of Batch Payer Directions, are processed promptly by the participants in BPAY Payments, including those Billers to whom your Payments are to be made.
- 4.6 Please tell us promptly if you:
- become aware of any delays or mistakes in processing your Payments;
  - did not authorise a Payment that has been made from your account (for clarity, this does not include where the payment was initiated by you or anybody with your knowledge or consent); or
  - think that you have been fraudulently induced to make a Payment.
- 4.7 We will attempt to rectify any such matters in relation to your Payments in the way described in this clause. Except as otherwise set out in this clause 4, we will not be liable for any loss or damage you suffer as a result of using BPAY Payments.
- 4.8 You must provide us such assistance as may be reasonably necessary to conduct investigations in respect of any mistaken, unauthorised or fraudulent payments.
- 4.9 The longer the delay between when you tell us of the error and the date of your Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

#### **Mistaken BPAY payments.**

- 4.10 If a BPAY payment, including a payment which is the subject of a Batch Payer Direction, is made to a person or for an amount which is not in accordance with your instructions (if any), and your account was debited for the amount of that BPAY payment, we will credit that amount to your account.

- 4.11 However, if you were responsible for a mistake resulting in that BPAY payment (e.g. due to entering the wrong details as part of a payment direction or Batch Payer Direction) and we cannot recover the amount of that BPAY payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

### **Unauthorised BPAY payments.**

- 4.12 If a BPAY payment is made in accordance with a payment direction, including a BPAY payment made in accordance with a Batch Payer Direction, which appeared to us to be from you or made on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. This does not include a BPAY payment where the payment direction or Batch Payer Direction (as applicable) was made by you or by anybody with your knowledge or consent. Further, in all cases, you must pay us the amount of an unauthorised payment if the payment was made as a result of you not complying with our prescribed security procedures.
- 4.13 If we are able to recover part of the amount of that BPAY payment from the person who received it, you must only pay us the amount of that BPAY payment that we are not able to recover.
- 4.14 If you tell us that a BPAY payment made from your Account is unauthorised, you must give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your Customer Reference Number and such information as we reasonably require to investigate the BPAY payment. We are not obliged to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.

### **Fraud.**

- 4.15 If a BPAY payment is made as a result of you being fraudulently induced into making that BPAY payment, including a BPAY payment which is the subject of a Batch Payer Direction, and any other person involved in the BPAY Scheme committed, had actual knowledge of, or with reasonable diligence should have detected, the fraud, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss.

### **If there is more than one reason for the payment.**

- 4.16 If an unauthorised BPAY Payment mentioned in clause 4.12 is also affected by a mistake mentioned in clause 4.10 or fraud as described in clause 4.15, we will resolve it under the unauthorised BPAY payments regime in clauses 4.12 to 4.14. If a BPAY payment that is not an unauthorised BPAY payment is affected by both a mistake mentioned in clause 4.12 and fraud as described in clause 4.15, we will resolve it under the rules for fraud induced payments under clause 4.15.

### **Consequential loss.**

- 4.17 We're not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.
- 4.18 You indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because a user did not observe any of their obligations under these terms and conditions or acted negligently or fraudulently in connection with the use of the BPAY Scheme.
- 4.19 This clause doesn't apply to the extent that it's inconsistent with or contrary to any applicable law or other code of practice to which we've subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

## **5. Batch Payer Directions.**

- 5.1 The Batch Payer Terms are the terms and conditions that apply to Batch Payer Directions.
- 5.2 If you submit Batch Payer Directions, the terms in this section will apply to you in respect of those Batch Payer Directions. If you submit a Payer Direction, which is not a Batch Payer Direction, the terms in clauses 3.4–3.6 and 3.8–3.11 will apply to that Payer Direction.



## **Eligibility to submit Batch Payer Directions.**

### **5.3**

- (a) You may make your Payments with us using Batch Payer Directions if we determine that you are eligible to do so. We may request information and documents from you in order to assess your eligibility, or to confirm that you remain eligible, to use Batch Payer Directions.
- (b) To be eligible to submit Batch Payer Directions you must (at a minimum):
  - (i) be of sound financial standing;
  - (ii) not engage in any activities which are unlawful or which are likely to diminish the integrity, stability or reputation of the BPAY Scheme; and
  - (iii) be able to comply with clause 5.5(a)(ii), if you will make Batch Payer Directions on behalf of End Clients.
- (c) For clarity, on an exceptions basis Batch Payer Directions may be for single payment where the payer is otherwise entitled to use Batch Payer Directions in accordance with this clause.
- (d) If at any time we are required to do so under the BPAY Scheme documents, we may take one or more of the following actions:
  - (i) cease accepting Batch Payer Directions from you;
  - (ii) impose procedural requirements on the way in which we will accept Batch Payer Directions from you; and
  - (iii) impose value or volume limits on Batch Payer Directions from you.

## **Your obligations.**

### **5.4**

- (a) If you use Batch Payer Directions, you must:
  - (i) promptly notify us if you become aware, or reasonably suspect that a Batch Payer Direction has been erroneously submitted or processed;
  - (ii) comply with all our reasonable directions in connection with your submission of Batch Payer Directions (including any directions to stop submitting Batch Payer Directions, or that impose value or volume limits on Batch Payer Directions); and
  - (iii) notify us in writing of any non-compliance by you with a provision of these Batch Payer Terms as soon as practicable after you become aware of the non-compliance, including any non-compliance with the minimum eligibility requirements set out in clause 5.3(b).

## **Submitting Batch Payer Directions on behalf of End Clients.**

### **5.5**

- (a) If you make Batch Payer Directions on behalf of End Clients, you must:
  - (i) maintain a contemporaneous list of those End Clients, and provide that list to us upon request;
  - (ii) maintain systems and processes which allow payments and adjustments (including credits and reversals) in relation to those End Clients to be separately identified and differentiated;
  - (iii) ensure that those End Clients make Payments only for their own benefit and not on behalf of a third party;
  - (iv) promptly notify us if you become aware, or reasonably suspect, any fraudulent or illegal activity involving Payments made by those End Clients; and
  - (v) ensure that each Batch Payer Direction given on behalf of an End Client is validly authorised by that End Client.
- (b) If you make it known to your End Clients that Payments made on behalf of those End Clients will be made using BPAY Payments, in addition to the matters set out in 5.5(a), you must:
  - (i) enter into an agreement with those End Clients for the making of Payments, which is consistent with these Batch Payer Terms;

- (ii) disclose to, and obtain acknowledgement from, those End Clients that:
  - your relationship with your End Clients is separate to, and is not governed by, the BPAY Scheme and therefore the benefits received by Payers under the BPAY Scheme Documents (as it applies to BPAY Payments) may not be applicable to End Clients who make payments through you; and
  - the receipt by a Biller of a mistaken or erroneous payment from another person does not constitute part or whole satisfaction of any underlying debt owed between the End Client and that Biller;
- (iii) having regard to your own processing times needed to prepare and submit the associated Batch Payer Directions and the principles set out in clause 5.6:
  - notify End Clients when Payments which are the subject of payment directions given by the End Clients to you will be treated as having been made; and
  - ensure that payment directions validly given by your End Clients prior to the time referred to the above paragraph are incorporated into Batch Payer Directions which are submitted to us on the same Banking Business Day; and
- (iv) without undue delay, pass on to the relevant End Client the benefit of any adjustments (including credits or reversals) which you receive in connection with a Payment made on behalf of that End Client.

## **How to use Batch Payer Directions.**

### **5.6**

- (a) The clauses set out under Making a payment (specifically 3.4–3.6 and 3.8–3.11), BPAY payment cut-off times (3.12–3.15), Stopping or Altering Payments (3.21–3.24) also apply to any payments made via Batch Payer Directions, provided that each reference to:
  - a “payment direction” is taken to refer to a “Batch Payer Direction”; and
  - a “payment” is taken to refer to a “payment made via a Batch Payer Direction”.

## **6. Use of BPAY Marks.**

### **Licence to use BPAY Marks.**

#### **6.1**

- (a) If you make Payments on behalf of End Clients and wish to make it known to those End Clients that Payments will be made using BPAY Payments, then:
  - (i) you must submit all proposed uses of the BPAY Marks to BPAY for its approval (such approval may be withheld in BPAY ‘s absolute discretion);
  - (ii) if your proposed use is approved by BPAY, we grant to you a non-exclusive, revocable licence to use the BPAY Marks in accordance with this clause 6 and the BPAY Payments Identity Standards Manual (**Standards Manual**) solely for the purposes of advertising your participation in, and promotion of, BPAY Payments in the approved manner; and
  - (iii) we will provide you with a copy of the Standards Manual along with BPAY’s contact details and notify you each time there is a change to the Standards Manual or BPAY’s contact details.

### **Termination of licence.**

#### **6.2**

- (a) You acknowledge that our ability to licence the BPAY Marks under clause 6.1 is subject to our own arrangements with BPAY. Accordingly, where we grant you a licence to use the BPAY Marks under clause 6.1, we may terminate such licence if:
  - (i) we are directed to do so under the BPAY Scheme Documents; or
  - (ii) our right to sub-licence the BPAY Marks ceases for any reason.
- (b) Any licence granted to you under clause 6.1 will otherwise terminate immediately on termination or expiry of these Batch Payer Terms.

## **Licence conditions.**

### **6.3**

- (a) We may assess your use of the BPAY Marks and compliance with the requirements of this clause 6 and the Standards Manual. You must provide us with any information and documents that we reasonably require in order to assess your compliance with these requirements.
- (b) Any use of the BPAY Marks by you which is not in compliance with the requirements of this clause 6 and the Standards Manual, and which is not promptly discontinued following written notice from us to discontinue such use, will be regarded as adequate ground for termination of these Batch Payer Terms.
- (c) Where we grant you a licence to use the BPAY Marks under clause 6.1:
  - (i) you agree that BPAY owns the BPAY Marks and further agree to:
    - not contest or in any way impair any rights of BPAY to the BPAY Marks; and
    - at any time at our request, include a statement on any packaging, promotional or advertising materials used in connection with BPAY Payments, including in electronic form, that the BPAY Marks are being used by you under the control of and with the authorisation of BPAY and acknowledging BPAY's ownership of the BPAY Marks;
  - (ii) you must not licence or assign to any third party the right to use any of the BPAY Marks whether by sale, consolidation, merger, amalgamation, operation of law or otherwise;
  - (iii) you must use the appropriate denotation or legend of trademark registration or ownership in connection with the BPAY Marks, as required or consented to by us from time to time;
  - (iv) if you wish to use a denotation or legend of trade mark registration or ownership in connection with any mark (other than the BPAY Marks), but used in association with or on the same printed matter as the BPAY Marks, you may do so provided that:
    - such use will not adversely affect the rights of BPAY in the BPAY Marks; and
    - the specification for such use is notified in writing to us, and we provide to you our written approval to that specification prior to such use;
  - (v) you must not use the BPAY Marks in such a way as to create an impression that the goods or services which you offer are sponsored, produced, offered or sold by us or BPAY. You must not adopt "BPAY" or any other BPAY Mark as any part of the name of your business or apply them to any goods or services which you offer for sale; and
  - (vi) you consent to the use of your name and main trading logo in lists published by us, BPAY or other financial institutions who take part in BPAY Payments which identify entities who use the Batch Payer Direction functionality of BPAY Payments.

## **Infringement.**

### **6.4**

- (a) You must notify us immediately on becoming aware of any infringement or potential infringement of the BPAY Marks (including any infringements by your End Clients).
- (b) If any claim is asserted or legal proceedings commenced against you for alleged infringement of any rights held by a third party in respect of the BPAY Marks, you must:
  - (i) provide us with prompt written notice of such claim or proceedings when you become aware of that claim or legal proceedings; and
  - (ii) keep us informed of all developments in respect of the claim or proceedings.
- (c) BPAY may take over the defence of such any third-party claim or proceedings referred to in clause 6.4(b).

## **7. BPAY tools and functionality.**

### **7.1**

- (a) From time to time, BPAY may provide you with access to tools and functionality (such as software plug-ins and application programming interfaces) which facilitate submission of Batch Payer Directions.
- (b) You acknowledge that the use of such tools and functionalities may be subject to separate terms and conditions entered into directly with BPAY or its licensors.

## 8. BPAY View.

- 8.1 BPAY View enables you to receive bills from participating billers nominated by you through Online Banking. Account holders under 14 years old cannot use BPAY View. Users within a Network must be granted access to manage BPAY View by the Administrators, and only then will be able to register a biller for BPAY View, see bill summaries, and where applicable, view detailed bills.
- 8.2 If you nominate to receive bills through BPAY View, you agree to:
- (a) Us or a biller (as appropriate) collecting data about whether you access your emails, Online Banking and any link to a bill or statement.
  - (b) Receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purposes of this clause we are the agent for each biller nominated by you.
- Refer to clause 10 on the disclosure and use of your information in the BPAY Scheme.
- 8.3 You can remove a biller at any time. The removal is effective immediately, the biller will be removed from your BPAY View bill registrations and you will no longer receive electronic bills from that biller.
- 8.4 When using BPAY View to receive bills, you must:
- check your emails or Online Banking at least weekly;
  - tell us if your contact details (including email address) change;
  - tell us if you're unable to access your email or Online Banking or a link to a bill or statement for any reason; and
  - ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).
- 8.5 You may de-register from BPAY View at any time.

### Notice of bills or statements.

- 8.6 You agree that when using BPAY View if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
- (a) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - (b) at the email address nominated by you.
- 8.7 You agree that when using BPAY View if you receive notification in Online Banking without an email then that bill or statement is received by you:
- (a) when a notification is posted on Online Banking, whether or not you choose to access our Online Banking; and
  - (b) at Online Banking.
- 8.8 You agree that when using BPAY View, bills and statements delivered to you remain accessible through Online Banking for the period determined by the biller, after which they will be deleted, whether paid or not. However, if you don't use Online Banking for 6 months we may determine that you're inactive and may delete the bills and statements as a result of making such a determination.
- 8.9 You agree that when using BPAY View you'll contact the biller direct if you have any queries in relation to bills or statements.

### Paper bills and statements.

- 8.10 You may receive paper bills and statements from a biller instead of electronic bills and statements:
- (a) At your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form).
  - (b) If you or a biller de-register from BPAY View.
  - (c) If we receive notification that your email mailbox is full, so that you can't receive any email notification of a bill or statement.
  - (d) If your email address is incorrect or can't be found and/or your email is returned to us undelivered.
  - (e) If we're aware that you're unable to access your email or Online Banking or a link to a bill or statement for any reason.
  - (f) If any function necessary to facilitate BPAY View malfunctions or isn't available for any reason for an extended period.

## **BPAY View billing errors.**

- 8.11 A BPAY View Error means any error in connection with the display of Bills. For the purposes of this clause, a BPAY View billing error includes any of the following:
- (a) If you've successfully registered to receive bills via BPAY View:
    - failure to give you a bill (other than because you failed to view an available bill);
    - failure to give you a bill on time (other than because you failed to view an available bill on time);
    - giving a bill to the wrong person; or
    - giving a bill with incorrect details.
  - (b) If your attempt to deregister from BPAY View has failed for any reason – giving you a bill if you've unsuccessfully attempted to deregister
- 8.12 You agree that if a billing error occurs:
- (a) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
  - (b) the party who caused the error is responsible for correcting it and paying any charges or interest that would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.
- 8.13 You agree that for the purposes of this clause you're responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you're using at any time to participate in BPAY View.

## **9. Suspension.**

### **Suspension and Termination events.**

- 9.1
- (a) You may terminate your ability to submit Batch Payer Directions at any time by giving us at least 7 days' notice.
  - (b) We may suspend or terminate your right to participate in BPAY Payments and BPAY View at any time in the circumstances set out in this clause 9. Where possible, we will give you advance notice of any suspension or termination of your right to participate.
  - (c) We may suspend or terminate your right to participate in BPAY Payments and/or BPAY View if:
    - (i) we, or BPAY, suspect on reasonable grounds that you, your End Clients, or a person acting on your behalf is:
      - being fraudulent;
      - in breach, or will cause you to be in breach, of this agreement;
      - using BPAY Payments or BPAY View in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY Payments, BPAY View, the BPAY Scheme, or the quality of services offered to you or other customers;
      - using BPAY Payments or BPAY View in connection with any activities which are unlawful; or
    - (ii) we are required to do so under the BPAY Scheme documents or otherwise are requested to do so by BPAY or any regulatory authority;
    - (iii) our membership to the BPAY Scheme or our subscription to BPAY Payments or BPAY View is suspended, ceases or is cancelled for any reason;
    - (iv) you breach any obligation under this agreement which is capable of remedy and do not remedy that breach within 20 Banking Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
    - (v) you breach any obligation under this agreement which is incapable of remedy;
    - (vi) you suffer an Insolvency Event.

## **Consequences of termination.**

9.2

- (a) Termination or suspension of your right to use BPAY Payments or BPAY View does not:
  - (i) prejudice any claims either party may have against the other in respect of any then subsisting breaches of these terms; or
  - (ii) otherwise affect the accrued rights or remedies of either party.
- (b) If our subscription to BPAY View is terminated, we will continue to make summary bills available to you for a minimum period of 60 days, or until the expiry of the summary bill if this period is less than 60 days.

## **10. Your Information.**

10.1

- (a) We will make reasonable efforts to keep any information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- (b) In order to provide you with access to BPAY Payments, we may need to disclose information relating to you (including updates to Personal Information notified to us under paragraph (e)), to BPAY and/or other BPAY Participants. If we do not disclose information relating to you, to BPAY or other BPAY Participants, we will not be able to provide you with services under BPAY Payments.
- (c) Accordingly, you agree to our disclosing to BPAY, its Service Providers and such other participants involved in BPAY Payments such information relating to you as is necessary to facilitate the provision of BPAY Payments to you.
- (d) If you make Batch Payer Directions on behalf of End Clients, you agree to make any disclosures to, and obtain any consents from, those End Clients that are necessary to enable us to disclose information and Personal information relating to your End Clients to BPAY, its Service Providers and such other participants involved in BPAY Payments to facilitate the provision of BPAY Payments to you and your End Clients.
- (e) You must notify us, if any of your information, or information relating to your End Clients, changes.

10.2 You must notify us if any of your information changes and you consent to us disclosing your updated information to all other participants in the BPAY Scheme as necessary.

10.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the section "Meaning of Words".

10.4 If your information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY payment or use of BPAY View.

## **11. BPAY dispute resolution.**

For any disputes in connection with a matter arising under these BPAY Terms and Conditions, please promptly notify us and we will attempt to resolve your dispute through our dispute resolution process.

We are bound by BPAY Scheme Rule 12 which sets out a range of requirements in relation to the dispute resolution process we are required to follow.

## **Section F – Bank Feeds.**

### **1. Bank Feeds Terms and Conditions.**

- 1.1 The terms and conditions set out in this section apply to your use of and direction you provide to us to provide data to your Third-Party Service Provider as a Bank Feed.
- 1.2 Except to the extent of any inconsistency, and only to the extent relevant, the terms and conditions that apply to the Account(s) nominated by you in your request to activate a Bank Feed(s) also apply to Bank Feeds.
- 1.3 You will be deemed to have agreed to these terms and conditions when you or a User in your Network makes a request to activate a Bank Feed.
- 1.4 A Bank Feed may not be available for each of your Accounts. You must contact us to find out if a Bank Feed is available for your Account(s).



## 2. Meaning of words.

### 2.1 Additional Meaning of words

In this Section F, the following meanings apply, in addition to the Meaning of Words in Part 4:

**'Account Balance'** has the meaning given in the terms and conditions of the Account(s) for which the Bank Feed will be set up.

**'Data'** means the current and historical transactional information (including Account Balances) in relation to the Account(s) nominated by you in your request to activate a Bank Feed(s).

**'Third-Party Service Provider'** means the accounting software or other third party that will be provided the Data relating the account(s) nominated by you in your request to activate a Bank Feed(s) by Westpac by electronic file transfer (or such other method as Westpac agrees). A list of eligible accounting software packages and Third-Party Service Providers is available on our website at [westpac.com.au/connect-bank-feeds/](https://westpac.com.au/connect-bank-feeds/)

## 3. What is a Bank Feed?

A Bank Feed, also known as a data feed, links your nominated Account(s) with your accounting software or Third-Party Service Provider. It is the provision of your Data to the Third-Party Service Provider by Westpac.

### How do I connect a Bank Feed?

- 3.1 IMPORTANT: Before you can connect your accounts in Online Banking to a Bank Feed, you'll need to set up a Bank Feed with your online accounting or Third-Party Service Provider. Contact your Third-Party Service Provider to find out how.
- 3.2 Once you have set up a Bank Feed with your online accounting or Third-Party Service Provider, follow the steps below:
  1. Sign into Online Banking from a desktop.
  2. Select "Service".
  3. In the "Account services" section, select "Bank Feeds".
  4. Select your pre-connected accounting provider under "To third-party service provider".
  5. Then select an account (or multiple accounts) under "Account".
  6. Select "Connect feed".

If you make a request to activate a Bank Feed by following the steps above, you declare that you set up a Bank Feed with your online accounting or Third-Party Service Provider before making the request to activate a Bank Feed.

### How do I disconnect a Bank Feed?

- 3.3 IMPORTANT: You understand your Bank Feed(s), once activated, can be deactivated by you or any User in your Network regardless of whether they were involved in setting up the Bank Feeds. Once a Bank Feed has been connected, any changes to a User's access will not impact the connection. However, you may choose to disconnect your Bank Feed(s) if a User's access or Network access levels have changed.
- 3.4 To disconnect a Bank Feed, follow the steps below:
  1. Sign into Online Banking from a desktop.
  2. Select "Service".
  3. In the "Account services" section, select "Bank Feeds".
  4. Select your pre-connected accounting provider under "To third-party service provider".
  5. Then select an account (or multiple accounts) under "Account".
  6. Select "Disconnect feed".

## 4. Consents and Acknowledgements about providing Data.

- 4.1 You agree for your Data, as well as any personal information about you, or third parties, that the Data may contain, to be disclosed to the Third-Party Service Provider.
- 4.2 You give permission for Westpac to disclose your Data to the Third-Party Service Provider you've selected. Once sent, this information will be subject to the privacy policy and information security controls of the Third-Party Service Provider.
- 4.3 The Third-Party Service Provider may deactivate your Bank Feed without your consent, and you accept this is outside of Westpac's control.

- 4.4 You acknowledge that you have the consent of any other account signatories and understand they'll be able to view and access the Data sent to the Third-Party Service Provider, regardless of who set up the Bank Feed.
- 4.5 Once you've submitted your request to activate a Bank Feed, the effective activation will be determined by the Third-Party Service Provider.
- 4.6 You acknowledge and agree that Westpac has the right, acting reasonably, to discontinue the provision of Data to the Third-Party Service provider at any time upon written notice to the Third-Party Service Provider.
- 4.7 Westpac may also choose not to disclose Data related to accounts that are subject to restrictions (including those that require more than one user to authorise transactions).
- 4.8 You understand and agree that Westpac may charge additional fees to your Third-Party Service Provider for this service.
- 4.9 You understand and agree that unless discontinued by Westpac or the Third-Party Service Provider a Bank Feed for your nominated Account(s) will continue until the earlier of the closure of your nominated Account(s) or the Bank Feed is disconnected by you or a User in your Network through Online Banking.
- 4.10 By authorising a Bank Feed you acknowledge that:
- (a) a Bank Feed may not be available for all of your Accounts.
  - (b) in our sole discretion, we may decide to offer a Bank Feed for different account types from time to time.
  - (c) in our sole discretion, we may cease offering a new Bank Feed for different account types from time to time. This will not affect any current Bank Feeds you have at that time and these will continue subject to the other Bank Feed terms and conditions.
  - (d) requesting and activating a Bank Feed for one of your Accounts does not guarantee that a Bank Feed will be offered for your other Account(s) (even where the Account is of the same type).
  - (e) the choice of which account types eligible for a Bank Feed is at our sole discretion.

The above acknowledgements and consents are provided in addition to the declarations made in the request to activate a Bank Feed.

## **5. Liability for Bank Feeds.**

- 5.1 You accept that while Westpac will make a reasonable effort to provide all of the Data, any historical data or Account Balances are subject to compatibility between the account and the Third-Party Service Provider software platform.
- 5.2 You agree to pay or reimburse Westpac, upon request, for any reasonable costs or losses we incur as a result of any action or omission by either Westpac or the Third-Party Service Provider in properly carrying out your instructions to disclose your Data or any other information included in your Bank Feed(s), except to the extent of any cost or loss arising from the gross negligence, fraud or wilful default by Westpac, its officers, employees, contractors, agents, or any receiver appointed by Westpac.
- 5.3 You agree not to hold Westpac or the Third-Party Service Provider liable in contract, tort (including negligence) or otherwise for any damage, special or consequential loss or cost (including legal costs) to you, or any other person, caused from the action or omission, by either Westpac or the Third-Party Service Provider, of any information included in your Bank Feed(s) except to the extent that it is caused by Westpac's or the Third Party Service Provider's negligence, fraud or wilful misconduct.
- 5.4 You agree to indemnify Westpac and hold them harmless against all loss, damage, cost, expense, claim, proceeding or liability of any kind in relation to the provision of your Data, unless it occurs as the result of gross negligence or fraud by Westpac or any of its employees.
- 5.5 Westpac makes no representations or guarantees in relation to the completeness or accuracy of the Data supplied to the Third-Party Service Provider, and is not liable for delays, non-performance and processing errors arising out of or in connection with this authority except to the extent that it is caused by Westpac's negligence, fraud or wilful misconduct. Westpac is not liable to any person for any reliance placed on the Data supplied to the Third-Party Service Provider.
- 5.6 No partnership, joint venture, agency or any other type of similar relationship exists between Westpac and the Third-Party Service Provider. Westpac is not responsible or liable for the acts or omissions of the Third-Party Service Provider, and you should resolve this with the Third-Party Service Provider.

# Part 2 – Additional Terms and Conditions that apply to Networks

## 1. Network Terms and Conditions.

- 1.1 For individual customers, you as the owner can authorise Users to access any Accounts available in your Online Banking. This is known as a Personal Network and setting up Shared Access. You may nominate an Administrator of your Personal Network, who can also assign Users access to any Accounts available in your Online Banking. You, as the owner of the Online Banking service are an Administrator by default.
- 1.2 For business customers, you, the organisation as the owner of the Online Banking service nominate Administrators to manage your Business Network. The Administrators can manage Users' access to the Accounts in the Business Network.

## 2. Administrators.

- 2.1 There must be at least one Administrator on a Network. The Administrators can manage the permissions including the features Users can access on the Accounts through User administration in Online Banking. The types of tasks an Administrator is authorised to perform include:
  - Add, amend or remove a User.
  - Suspend and reactivate a User's access.
  - Add and assign User access to Accounts and features available in the Network.
  - Set up payee and biller groups within the payee and biller list and assign User access.
  - Create and update new payees and billers.
  - Manage contact details for Users.
- 2.2 An Administrator in a Business Network can also:
  - Add, reset, suspend, reassign and remove Security devices.
  - Apply for a Merchant Facility including accepting the terms and conditions of the Merchant Facility on your behalf.
  - Amend a User's Daily Payment Limit.
  - Amend the Business Daily Limit.
  - Amend information about the business that we hold.
  - Manage the Accounts and features available in the Business Network.
  - Manage the number of approvals required for payments, Business Servicing Requests and other tasks.
  - Manage statements on eligible Accounts through Online Banking.
  - Add and assign Users access to manage PayIDs (which includes the creations of a PayID and linking an eligible account to a PayID).
  - Nominate themselves and/or Users to give, amend and manage authorisations to share the Business Network Owner's Open Banking Account data with Accredited Data Recipients on behalf of the Business Network Owner, and to revoke any such nominations.
  - Add the PayTo service and add/assign Users to authorise and manage PayTo Payment Agreements in Online Banking.
  - Opt-in for Fixed FX Transactions.
  - Add an additional card holder or reissue an existing Business Debit Mastercard.
- 2.3 To add an Administrator to your Online Banking, you, the owner of the Online Banking service will need to complete the application form. The form is available in User administration online, on the Westpac website or from a Westpac branch.
- 2.4 If an Administrator provides consent on your behalf and on behalf of all business owners, to obtain from a credit reporting agency, credit reports and other relevant information about the business and its owners to support the Merchant Facility application and to manage your Merchant Facility, you acknowledge that we can rely on this consent as having been properly given on yours and the business owners' behalf.

### 3. User Access.

- 3.1 Each User added to a Network must be assigned an access group by the Administrators, who can then customise the features accessible to the Users. The following table sets out the User access groups available in the Networks and the features that can be made available to Users in the Network.

Group	Business Network	Personal Network
<b>View Accounts</b> (applicable to users with non-value access and value access)	<ul style="list-style-type: none"> <li>• view Account balances</li> <li>• view transaction details, statements</li> <li>• initiate a stop cheque request</li> <li>• request a cheque or voucher image</li> <li>• view cheque and voucher images</li> <li>• request a cheque is stopped</li> <li>• request to trace a transaction</li> <li>• export files including to third-party software providers</li> <li>• create or access a Financial Position</li> <li>• quick Balance through Mobile Banking</li> <li>• create a request to open everyday, savings and Term Deposit accounts for a User with Approver access to Approve (Business Networks only)</li> <li>• give, amend and manage authorisations to share the Business Network Owner's Open Banking Account data with Accredited Data Recipients, on behalf of the Business Network Owner (applicable only to Users in Business Networks that have been nominated by Administrators to have this ability)</li> </ul> <p>Any fees charged in relation to these services will be charged to the Account or billing account as applicable.</p>	
<b>Create payments</b> (applicable to users with value access)	<ul style="list-style-type: none"> <li>• create payments on an Account for Users with Approver access to approve the payment</li> <li>• create multiple payments</li> <li>• create international payments and same day (RTGS) payments</li> <li>• create new and amend payee and biller details</li> <li>• import files</li> <li>• create a bank cheque</li> <li>• provide instructions for the alteration, renewal and termination of an account</li> <li>• manage Term Deposit maturity instructions</li> <li>• open everyday savings and Term Deposit accounts including accepting the terms and conditions of the Account on your behalf</li> <li>• manage BPAY View</li> </ul>	
<b>Make payments</b>		<ul style="list-style-type: none"> <li>• create and make a payment</li> <li>• create a payment on an Account for another User with make payments access on the Account to approve the payment</li> <li>• create and make multiple payments</li> <li>• create new and amend payee and biller details</li> <li>• import files</li> <li>• order a bank cheque</li> <li>• provide instructions for the alteration, renewal and termination of an account</li> <li>• create a PayID for linking to an eligible Account</li> <li>• authorise PayTo Payment Agreements</li> <li>• provide instructions to amend, pause or cancel your PayTo Payment Agreements</li> </ul>

Group	Business Network	Personal Network
<b>Service requests</b>	Create new Business Servicing Requests for Approvers to approve (only for Users with permission for Business Servicing Request feature and value access)	
<b>Approver</b>	<p>An Approver with 'Create Payments' access to any account may:</p> <ul style="list-style-type: none"> <li>• approve tasks that the Approver has been assigned (for example, approve a new biller),</li> <li>• approve a payment created by another User, or</li> <li>• simultaneously create and approve a payment themselves. Note: further approvals may be required depending on the account authority or payment task approvals.</li> </ul> <p>An Approver with Business Servicing Request access and value access to the Account, may carry out the following tasks in relation to Business Servicing Requests:</p> <ul style="list-style-type: none"> <li>• approve a Business Servicing Request created by another User;</li> <li>• simultaneously create and approve a Business Servicing Request.</li> </ul> <p><b>Note:</b> further approvals may be required depending on the account authority or Business Servicing Request approval requirements as set by the Administrator.</p> <p>An Approver with 'Manage PayTo agreements' access to any eligible Account may:</p> <ul style="list-style-type: none"> <li>• authorise PayTo Payment Agreements,</li> <li>• provide instructions to amend, pause or cancel your PayTo Payment Agreements.</li> </ul>	

### Approval work flow process.

- 3.2 A payment may be fully approved up to 90 calendar days after it has been submitted, regardless of the scheduled payment date. After 90 days following submission the unapproved payment will expire and will need to be created again in order to be processed. International, Same day (RTGS) and Recurring payment arrangements will expire on the scheduled payment date.
- 3.3 Once the payment is fully approved it will be processed in accordance with the cut-off time applicable for that payment method.
- 3.4 Any Business Servicing Request requiring an approval must be approved by all Approvers (the number of approvers will depend on the account authority or Business Servicing Request approval requirements as set by the Administrator, whichever is the greater number) within 5 calendar days after the request is submitted. If the request is not fully approved in that time, it will expire and a new request will need to be created. Once the request is fully approved, it will be processed within the time specified in Online Banking for the particular Business Servicing Request. The Submitter and the Approver(s) will be notified when the request has been processed.
- 3.5 A Scheduled payment will count towards the Daily Payment Limit and Business Daily Limit on the payment date initially scheduled when submitted for approval.
- 3.6 In a Personal Network for all payments other than those created via a Direct Entry facility, the account method of operation (e.g. 2 to sign) determines the number of Users with make payments access that must approve the transaction in work flow. For payments created via a Direct Entry facility, only one User will be required to approve the transaction.
- 3.7 Subject to section 3.10, in a Business Network, for all payments other than those created via a Direct Entry facility, the account method of operation (e.g. 2 to sign) determines the minimum number of Users that must approve a transaction. For payments created via a Direct Entry facility, only one User will be required to approve the transaction unless the Administrator has nominated otherwise. An Administrator may nominate a higher number of approvals for any payment method or task, including payments created via a Direct Entry facility.

- 3.8 The number of approvers required to approve a Business Servicing Request will be determined by the account's method of operation (e.g. 2 to sign) or by the number of approvers defined by the Administrator, whichever is greater. (This excludes a request to reissue or temporarily lock or unlock a Business Debit Mastercard.)
- 3.9 A Submitter who is also an approver can self approve Business Servicing Requests without the need for other approvers to approve the request, if the required number of approvers is only 1 individual.
- 3.10 A Senior Approver is a User with Approver access that can self approve payments and tasks that usually require more than one User with Approver access to authorise in Online Banking. A Senior Approver can also fully approve Business Servicing Request on behalf of the Business Network Owner despite any other approval requirements as set by an Administrator and regardless of the number set under any account authority. Clause 5 below describes how a Senior Approver can be established on a Network.

### **Third-party access.**

- 3.11 Users in a Network can be provided access to an Account under a Joint Account On-share Authority. Prior to 6 December 2024, Users in a Network could be provided access to an Account under a Third Party Access Authority if On-share Access was permitted.
- 3.12 The Account holder can nominate non-value access, which allows the Administrators to assign view Accounts access to Users in the Network, or value access, which allows the Administrators to assign view Accounts, create Business Servicing Requests, make payments or create payments or Approver access to the User.

Note:

- for Business Networks non-value access will also allow a User to create payments (but not authorise and manage PayTo Payment Agreements).
- for Personal Networks, where the Savings Goals feature is available on an Account, value access will also allow a User to use the Savings Goals feature, including to view, add, edit, share and remove savings goals on the Account.
- For a Submitter to create a Business Servicing Request, they will need to have permission for Business Servicing feature assigned by the Administrator and value access to the Account.
- For Business Servicing to be approved by an Approver, the Approver will be required to have permission for Business Servicing feature assigned by the Administrator and value access to the Account.
- The Account holder in authorising for the Account to be added to the Network acknowledges the Account may be nominated as the billing account for the Network and any transactions authorised by the Network Administrators and Users are treated as being authorised by the Account holder.

## **4. Additional terms and conditions for Personal Networks.**

- 4.1 You or any Administrator of your Personal Network can authorise Users to access any of the Account(s) in your Online Banking now and in the future by registering an individual through User administration in Online Banking, except where the User is an Authorised representative.
- 4.2 You and any Users with make payments access will share the Daily Payment Limit set for your Online Banking. If you increase your Daily Payment Limit, Users will also be able to access the increased limit provided they are registered for a Security device.
- 4.3 Savings and Transaction accounts cannot be closed through Online Banking via a Personal Network.

## **5. Additional terms and conditions for Business Networks.**

### **Business Daily Limit.**

- 5.1 The Business Daily Limit is the maximum monetary amount that can be approved to be processed from the Accounts in a Business Network per day. Once the Business Daily Limit is reached, no further transactions can be approved, irrespective if any User has an amount remaining in their individual Daily Payment Limit.
- 5.2 The default Business Daily Limit of \$10,000,000 applies to Business Networks, which may be changed by an Administrator up to a maximum amount. The maximum Business Daily Limit for Business Networks is subject to change and appears in the 'What's a Daily Payment Limit?' section in the Help centre.
- 5.3 We will notify you in accordance with Part 4 if there are any changes to the default Business Daily Limit.



## **Senior Approver.**

- 5.4 You, as the owner of the Online Banking for business may authorise a User to self approve task, Business Servicing Requests and payments on all Accounts they have access to in the Network by completing a Senior Approver nomination form and returning it to us. A User will be granted Senior Approver access until the authorisation is revoked by the organisation. Where a joint account changes to a method of operation of “All to Sign”, Senior Approver access to the account will be restricted to non-value access.

## **Business Servicing Requests.**

- 5.5 Business Servicing Requests are only in relation to Business Networks and limited to the following:
- Cancel Business Debit Mastercard
  - Cancel direct debit
  - Temporarily lock or unlock a Business Debit Mastercard (no approvals required)
  - Close eligible savings and transaction accounts
  - Add an additional card holder or reissue an existing Business Debit Mastercard (only an Administrator can add an additional card holder or reissue a Business Debit Mastercard)
- 5.6 Notifications (where applicable) in relation to Business Servicing Requests will be sent by email and only to the Submitter and any Approvers.

# Part 3 – Additional Terms and Conditions that apply to Merchant Services (business customers only)

If you are a business customer and have a Merchant product, Merchant Member Number or Merchant Number you may also have access to Merchant Services through Online Banking. Your access to Merchant Services is dependent upon the access you are granted by the owner of the Online Banking service, including the Administrators on their behalf, and Westpac.

See the Terms and Conditions applicable to the Merchant product for more information. For information about services you can initiate through Online Banking on selected Merchant products (for example to amend Merchant eStatement preferences), please refer to the relevant Merchant product Terms and Conditions.

## 1. Meaning of words.

1.1. In this Part 3A, the following meanings apply:

- (a) **Merchant Services** means the additional Non-Value Access and/or Value Access made available to Users and Administrators in your Business Network as set out in this Part 3B.
- (b) **Merchant eStatements** means an electronic copy of the statement showing all the Fees and the summary of EFTPOS transactions for the relevant statement period.
- (c) **Merchant Member Number (MMN)** is a unique number of the Merchant Facility owned by your business/organisation. The MMN is required for set-up of Merchant Services and enquiries pertaining to your Merchant Services or third-party access to Merchant Services.
- (d) **Merchant Number (MID)** is the identifier assigned to each individual Merchant product for your business/organisation which can be located on your Merchant eStatement.
- (e) **Merchant Terminal** means the physical terminal provided to your business for use with the associated MID.
- (f) **Non-Value Access** means:
  - the ability to view Merchant eStatements
  - other functions in Online Banking as advised from time to time by Westpac.
- (g) **Value Access** means:
  - the ability to view Merchant eStatements
  - other functions in Online Banking as advised from time to time by Westpac.
- (h) **Site ID** is the identifier assigned to each individual site on which your business/organisation operates or has been provided a Merchant Terminal.
- (i) **Statement notification email** refers to the Business or Organisation email address used to communicate messages and send notifications for your eligible Merchant Facilities. This email address should be a generic company email address which is accessible to your staff members and not just an individual.

## 2. Granting access to Merchant Services.

2.1. Any Account holder or Administrator can authorise Users or other Administrators access to any Merchant Services available in your Online Banking.

## 3. Administrators.

3.1. In addition to the Terms and Conditions outlined in Part 2 Section 2.2 (Additional Terms and Conditions – Administrators) an Administrator in a Business Network, in relation to Merchant Services, can:

- Grant Value Access and Non-Value Access to other Administrators, Users or third parties
- Manage Merchant Services, including assigning entitlements to a MID under an MMN.

## 4. Additional User access group.

4.1. In addition to the Terms and Conditions outlined in Part 2 Section 3.1 (Additional Terms and Conditions – User Access), each User added to a Network may be assigned to the Merchant User access group by the Administrators which will allow the User access to the following features:

- View Merchant Services (including MMN, Site ID, Merchant ID, Terminal listing and details)
- Value Access or Non-Value Access as assigned by an Administrator.

# Part 4 – General information

## 1. The Banking Code of Practice.

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 individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. 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 of Practice on our website or contact us for assistance.

## 2. The ePayments Code.

The ePayments Code governs certain electronic payments to or from an Account where you, the owner of the Online Banking are an individual (e.g. Payments and BPAY). We'll comply with this Code where it applies. The Code does not apply to Online Banking for business.

## 3. Changes to Terms and Conditions.

We may change these Terms and Conditions at any time and we'll notify you of changes as described below.

Type of change	Time frame	Method of notification
<b>New fee or increase to a fee relating solely to your use of Online Banking and BPAY</b>	30 days in advance	In writing or electronically
<b>Changes increasing your liability for losses relating to transactions</b>	30 days in advance	In writing or electronically
<b>Impose, remove or adjust transaction limits which apply to the use of Online Banking and BPAY</b>	30 days in advance	In writing or electronically
<b>A new or varied government charge that directly or indirectly affects you</b>	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been published by a government agency, government or representative body	In writing, electronically or through an advertisement in a major newspaper
<b>Any other change to a term or condition that is required to be in these Terms and Conditions</b>	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	In writing, electronically or through an advertisement in a major newspaper

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 or facilities or where you cannot reasonably be located. This includes suspension or limiting your access to Online Banking, reducing your Daily Payment Limits, Weekly Spend Limits or the Business Daily Limit. We can also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

## 4. Contacting you electronically.

We may use your email address to advise you of any enhancement or changes to Online Banking, including these Terms and Conditions or send you an email notification to tell you the changes are available for viewing within Online Banking or on a website.

For Networks we may advise you by sending an email notification to your Administrators. You acknowledge that by sending email notifications to Administrators, we have notified you of changes to Online Banking and these Terms and Conditions in relation to your Online Banking.

## **5. Updating your contact details.**

### **Email address.**

You need to keep your email address current. You may update your email address in the personal details section under settings in Online Banking. If you don't provide us with a correct email address, we may not provide you with access to Online Banking because you may not receive important information regarding Online Banking from us.

### **Mobile phone number.**

We may use your Mobile phone number to send you SMS Codes and any information relevant to this service.

When you're registered for SMS Code, you need to contact Westpac on the number(s) at the beginning of these Terms and Conditions to update your Mobile phone number. If you are registered for SMS Code and are a User in a Business Network, you will need to contact the Administrator to update your Mobile phone number.

If you contact our Contact Centre, you'll be notified of any changes to our records of your Mobile phone number via an SMS to both your old and new Mobile phone numbers. If you don't provide us with your correct Mobile phone number, you may not be notified of important information relevant to the use of SMS Codes.

You need to keep your Mobile phone number current. If you update or no longer use your Mobile phone number, you must contact us and you may need to re-register for some of the banking services we provide.

## **6. Feedback and Complaints.**

### **Delivering on our service promise.**

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

### **Our commitment to you.**

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

### **You can contact us:**

#### **Over the phone**

Please call us from anywhere in Australia on 132 032. If you are overseas, please call +61 2 9155 7700.

#### **By post**

You can write to us at:  
Westpac Customer Solutions  
Reply Paid 5265  
Sydney NSW 2001

#### **In Branch**

If you prefer to tell us in person, go to our website to locate your nearest branch.

#### **Online**

Email us at [westpaccustomersolutions@westpac.com.au](mailto:westpaccustomersolutions@westpac.com.au)  
For further information go to our website and search 'Feedback and Complaints'.

### **If you are still unhappy.**

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

#### **Australian Financial Complaints Authority.**

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

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

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

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

## **7. Privacy Statement and Consent Request.**

### **Privacy Statement.**

Our Privacy Statement explains how we collect, use and disclose your personal information and credit-related information. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint and is available at [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) or by calling us on 132 032.

In certain circumstances, additional documents might also apply to our collection, use and disclosure of your personal information (including sensitive information).

- If you verify your identity electronically, our Electronic Verification Notice contains further information about how we collect, use and disclose your personal information.
- If you require additional support to do your banking, our Vulnerable Customer Notice contains further information about how we collect, use and disclose your personal information (including sensitive information).
- If you make a hardship application, our Hardship Information Collection Notice contains further information about how we collect, use and disclose your personal information (including sensitive information).

### **Marketing Communications.**

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can manage your marketing preferences in your Online Banking profile, let us know using the contact details in our [Privacy Statement](#) or follow the opt-out instructions in the message.

## **8. Duty of Confidentiality.**

Westpac has a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law;
- where there is a duty to the public to disclose;
- where the interests of Westpac require disclosure;
- where disclosure is made with your express or implied consent.

## **9. Technical and other information.**

We may also collect technical information to help us detect security threats and for fraud analysis and prevention. Such technical information may include information about your device or computer such as operating system version, how your device or computer connects to our services, your web browser settings (for example, version, screen size and language settings) and how you interact with your device or computer. This information may also be used or stored in combination with your personal information for these purposes, including to enable us to contact you if we detect a security threat.

### **Westpac Online Banking.**

When you use Westpac Online Banking on your device or computer, we may collect, store and retain information from your device or computer, including your device ID, your location information and information about apps installed on your device to verify that you are using a trusted device, your use of the Online Banking services (including transactions), or to monitor your device or computer for security purposes. Location information is also used to customise the look and feel of the Mobile Banking App.

To access some services within the Mobile Banking App, we may need to request access to certain features on your device. If we cannot access certain features, we may not be able to provide the service you requested.

We may access a range of features on your Mobile Device including:

- your biometrics including Fingerprint ID to identify and sign you in with [supported devices](#)
- your biometrics including Face ID to identify and sign you in with Face ID (for iPhone X models and later only)
- contact information stored on your device to make a payment or to send a payment notification (e.g. a phone number)
- your Camera for card activation and Photo Library for mobile cheque capture.

We may also collect general statistics in relation to your activity. This data is used to improve your experience on this App and our Products and Services.

## **Cookies.**

Westpac Online Banking uses cookies to secure and tailor your experience. [Learn more](#) about why we use cookies and how to manage them.

## **Who do we share your personal information with?**

We may share your personal information with companies within the Westpac Group, our partners and third parties (some of which are located outside of Australia or the EEA).

## **Contact us.**

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

- in Australia, our Privacy Officer by, calling 1300 130 467, using the [Feedback Form](#) or writing to us at Reply Paid 5265, Sydney NSW 2001.
- in the United Kingdom, our Data Protection Officer by, calling + 44 (0) 20 7621 7000, or writing to us at Westpac Banking Corporation, Camomile Court, 23 Camomile Street, London EC3A 7LL.

## **10. The amounts we pay our staff.**

Staff are paid a combination of salary and superannuation but may also become entitled to other benefits as a result of customers acquiring products through them. These other benefits may include cash incentive programs where staff may be eligible for a cash bonus based on the performance of their team and their own performance for achieving or exceeding a sales target. The performance requirements include a variety of key behaviours and objectives, such as the quality of their customer service and level of product sales made by them and by other areas of the business as a result of their referrals.

The amount of the bonus will be based on the extent to which they have exceeded their objectives, their general behaviour, the performance of their business unit and their job classification.

Staff may also be entitled to receive other benefits from incentive and promotional programs. These vary from small non-monetary rewards such as movie tickets, hampers and dinners, to more valuable benefits such as flight and accommodation packages.



# Meaning of words

**Access codes** means any one or more of your Password, Mobile passcode, Security Code and any other code we provide to you (or permit you to choose) from time to time, that enables you to gain access to or use Online Banking and which you are required to keep secret.

**Account** means any one or more of your Westpac bank accounts from which you can access Online Banking services, and includes any Westpac bank account of another person who has authorised you to access the account through Online Banking.

**Account Details** means the BSB and account number.

**Account holder** means the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

**Accredited Data Recipient** is as defined in the *Competition and Consumer Act 2010*.

**Administrator** means an authorised User/s that has/have been nominated by you to access User administration (or Administration) to complete administration tasks for a Network.

**APCA** means the Australian Payments Clearing Association.

**Approver** is a User access level in a Shared Access or Business Network that authorises a User to approve tasks, and payments for all Accounts and features the User is authorised to access.

**Authorised representative** means a person(s) who is accepted by the bank as being a person who is appropriately appointed under a legal instrument as a representative(s) of the account holder.

**Available balance** means the total balance in your account less any unsettled transactions (i.e. cheques deposited that have not yet cleared, or card transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

**Banking Day** means a day that is not a Saturday or Sunday and which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia, and typically excludes national public holidays.

**Biller** means a merchant or other organisation that is registered to receive payments through the BPAY Scheme.

**Billing account** means an Account nominated for the collection of fees charged for transactions and services initiated through Online Banking.

**BPAY** and **BPAY View** are registered trademarks of BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street, Sydney NSW – Telephone (02) 9646 92222.

**BPAY payment** is a payment made via the BPAY Scheme through Online Banking.

**BT Invest** means the BT Invest investor directed portfolio service.

**BT Panorama** means the BT Panorama investor directed portfolio service.

**Business Servicing Requests** means the types of requests set out in Part 2, section 5.5.

**Business Daily Limit** means the maximum daily aggregate payment amount that may be transacted on all Accounts available in a Business Network by the Users.

**Business Day** means any day when Westpac is open for business in any State or Territory of Australia. If Westpac is closed in all States and Territories then that day won't be a Business Day. If Westpac's offices are closed in your State or Territory but open in other States and Territories then Westpac will still regard that day as a Business Day in every other State and Territory. Saturday and Sunday are not classified as Business Days even though some branches may be open for business.

**Business Network** is the Network for business customers.

**Business Network Owner** is the owner of the Online Banking for business service (for business customers only) and may be referred to in some Online Banking forms as the "Organisation".

**Cardlink Services Limited** ABN 60 003 311 644 of Level 4, 3 Rider Boulevard, Rhodes NSW. Telephone (02) 9646 92222.

**Contact person** means the person nominated to be the primary contact person for Online Banking.

**Customer number** or **Customer ID** is the 8 digit number you're given by us which must be entered into Online Banking to identify you.

**Daily Payment Limit** means the maximum amount you can pay per day across all accounts accessible through Online Banking.

**Data Holder** is as defined in the *Competition and Consumer Act 2010*.

**Direct Debit** has the meaning given to the term 'Direct Debit Request' in the BECS Procedure available at [auspaynet.com.au/resources/direct-entry](https://auspaynet.com.au/resources/direct-entry)

**Direct Entry facility** is a transaction service that a business may hold, that enables the exchange and settlement of bulk electronic Direct Debit and/or Direct Credit transactions, between participating financial institutions, using APCA's Bulk Electronic Clearing System (BECS). Each facility will be issued with its own Direct Entry User ID and User Preferred Specification (UPS) name to enable processing.

**Feature** means an activity or task that can be completed through Online Banking that can be assigned to a User (for example create a Pay Anyone payment).

**Financial Position** (previously known as Balance Sheet) allows you to create an indicative financial statement by organising the Online Banking information from your Accounts and any other information you choose to enter.

**Fixed FX Transactions** is an International Payment where it has been agreed to exchange Australian dollars into another currency, at an agreed rate on an agreed future date. The terms and conditions applying to this product are set out in the Fixed FX Transactions Product Disclosure Statement and Terms and Conditions for Fixed FX Transactions.

**Foreign Currency Rate Sheet Limit** means the maximum value of an International Payment which can be accepted immediately after being informed of the indicative foreign exchange rate. The Foreign Currency Rate Sheet Limit is subject to change and appears in the 'International Payments' section in the Help centre.

**Help centre** means the information contained under the '?' icon or 'Learn more' links found on the page in Online Banking.

**Identifier** means information that a User or Administrator knows and must provide to perform a transaction in Online Banking but is not required to be kept secret.

**International Payment** is a Payment to an overseas financial institution, whether in Australian dollars or a foreign currency.

**Joint Account On-share Authority** is an authority granted by an Account holder or their Authorised representative whereby that Account holder or their Authorised representative authorises the owner of a Network to share the Account holder's Account/s within the owner's Network.

**Mandate Management Service** means the central, secure database operated by NPP Australia Limited of PayTo Payment Agreements. PayTo Payment Agreements must be recorded in the Mandate Management Service to process NPP payments.

**Maximum No Device Limit** means the maximum available Daily Payment Limit if you do not have a Security device. For individual customers, the Maximum No Device Limit is \$1,500. For business customers, the Maximum No Device Limit is subject to change and appears in the 'What's a Daily Payment Limit?' section in the Help centre.

**Merchant Facilities** means as defined in Merchant Business Solution Card Acceptance by Business Terms and Conditions.

**Migrated DDR Mandate** means existing Direct Debit arrangements which have been converted into PayTo Payment Agreements in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System).

**Mistaken Internet Payment** means a payment, other than one made using BPAY, by an individual (being a person captured by the ePayments Code definition of 'user') through a 'Pay Anyone' internet banking facility and processed through direct entry or Osko where the funds are paid into the account of an unintended recipient because the user enters or selects a BSB and account number and/or identifier that does not belong to the intended recipient as a result of the individual's error or the individual being advised of the wrong BSB and account number and/or identifier. This excludes payments made as a result of a scam.

**Mobile Banking** means an internet service designed for our customers to access certain Online Banking services through a Mobile device. Different services are presented depending on whether the Mobile device is a mobile phone (Westpac Mobile Banking) or a tablet (Westpac Tablet Banking) or other devices that you use to access Online Banking. Services may be offered through an internet website, or through a computer application you may choose to install on your Mobile device.

**Mobile Banking App** means software approved by us in connection with Mobile Banking App or Westpac App, and downloaded directly to your mobile device from the App Store that is appropriate to your mobile device.

**Mobile device** means a mobile phone that is able to access Westpac Mobile Banking, a tablet device that is able to access Westpac Tablet Banking, or another type of personal electronic device as described in the Help centre that is able to access specific Online Banking services. Details of supported operating systems are available at [westpac.com.au](https://westpac.com.au). Your Mobile device may also be the Mobile phone you register as a PayID, or to receive Westpac Protect™ Security Codes.

**Mobile passcode** means a confidential number or alphanumeric that can be used to sign in to Mobile Banking on a Mobile device after you've signed in first using your Customer ID and Password.

**Mobile phone** means, if you're registered for Westpac Protect SMS Code, the device with the number that is registered to receive Westpac Protect SMS Codes by SMS, and/or Security Code via the Westpac App. Your Mobile phone may also be used as a Mobile device for Mobile Banking or registered as a PayID.

**Network** means the Administrators and Users authorised to access Accounts available through Online Banking.

**NPP** means the New Payments Platform operated by NPP Australia Limited.

**Online Banking** means the Online Banking service registered in the name of an individual to manage their banking online, and in the case of an organisation, refers to Online Banking for business, unless the context specifies otherwise.

**Online Banking for business** means the Online Banking service registered in the name of an organisation to manage their business banking online.

**On-share Access** means the access to an Account by the users in a third party's or joint account holder's Network when the Account holder grants permission under a Third Party Access Authority or a Joint Account On-share Authority.

**Open Banking** or Consumer Data Right, refers to the Australian regulatory regime established under Part IVD of the *Competition and Consumer Act 2010* that enables access to information about Westpac's goods or services, and enables disclosure by Westpac of specific data relating to a customer (including both individual and business customers), held by Westpac, to the consumer or to Accredited Data Recipients.

**Open Banking Accounts** means any account held by the Business Network Owner with Westpac that is eligible for Open Banking data sharing in accordance with the Consumer Data Right legislation, rules and requirements. This includes accounts that are open closed, not visible in Online Banking and accounts that the Administrator or nominated User may not have access to in Online Banking.

**Osko** means the Osko payment service administered by BPAY.

**Osko Payment** means a Pay Anyone payment made using the Osko service.

**Password** means a confidential sequence of characters that you have nominated in accordance with our requirements. When used with your Customer number, your Password gives you access to Online Banking.

**PayID** means a unique identifier held in a central register by NPP Australia Limited and accessible to participating financial institutions to facilitate payments to a PayID.

**Payment** including Pay Anyone and Osko Payment (as distinct from a BPAY payment) means a transfer of value from an account held with us to:

1. an account (other than yours) which is held with us;
2. an account held at another Australian financial institution or an overseas financial institution that accepts such payments (which may be in a foreign currency) and includes a transfer to an account held by you at such institution; or
3. a credit card account held with us.

**Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a merchant, is authorised by you to initiate payments from your Account via the NPP.

**PayTo** means the service which enables us to process NPP payments (i.e. electronic payments cleared and settled by participating financial institutions via the NPP) from your Account in accordance with and on the terms set out in a PayTo Payment Agreement you have established with a merchant or Payment Initiator that subscribes to the service.

**PayTo Payment Agreement** means an agreement established by you and an approved merchant or Payment Initiator, by which you authorise us to make payments from your Account via the NPP.

**Personal Networks** is the Network for personal customers.

**Privacy statement** has the meaning given in Part 4, section 7 (Privacy Statement).

**Profile** means an Online Banking service that can be accessed by an User when then sign into Online Banking. A personal customer can be registered for their own Online Banking service, and may be added as a User to access a Network in someone else's Online Banking.

**Push Notification** means a message generated by the Mobile Banking App and sent to the home screen of your mobile device, even when the application is not open.

**Quick Balance** is a feature in Mobile Banking to view the balances of chosen Accounts on your Mobile device without having to sign in to Mobile Banking each time. To set up this feature or complete certain transactions including Transfer Funds you must sign in to Mobile Banking.

**Recurring payment** means a Payment or BPAY payment of a fixed amount that you select to repeat at regular intervals.

**Restricted BPAY biller** means a BPAY biller that allows amounts to be withdrawn as cash, and some BPAY billers where there have been reports of possible fraud.

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

**Scheduled payment** means a payment (including a BPAY payment) or a funds transfer that you request us to make at a later date.

**Security Code** is an authorisation code that is delivered via a Security device to authorise a transaction through Online Banking and includes Payment Code, Token Code, SMS Code or Security Code via the Westpac App.

**Security device** means the device that is registered to receive Security Code(s).

**Senior Approver** is a User access level in a Business Network that authorises a User to approve tasks, Business Servicing Requests and payments alone for all Accounts and features the User is authorised to access.

**Shared Access** means authorising someone else to access your Account visible through a separate profile in their Online Banking.

**SMS** means the telecommunications 'short message service' technology which may allow text messages to be sent to your Mobile phone.

**Submitter** is a User in a Business Network who can submit a Business Servicing Request.

**Third Party Access Authority** is an authority granted by an Account holder whereby that Account holder grants access to the owner of another Online Banking service for the Account holder's Account(s) to be added to that other person's Online Banking service.

**Token** is a physical device that generates a new unpredictable Token Code every sixty seconds.

**Token Code** is an authorisation code that is generated by a Token to authorise a transaction through Online Banking.

**User** means the Account holder or an Authorised representative, or any other person authorised by the Account holder to operate on an Account through Online Banking, including an Administrator.

**User administration** (or **Administration**) is a self service administration service for Networks.

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

**Weekly Spend Limit** means the feature available to customers through Online Banking to apply a limit to their weekly spend amount on their Debit Mastercard transactions as specified in these terms and conditions. The accumulative weekly spend amount (counted towards the Weekly Spend Limit) resets every Monday at 12am AEDT (Sydney time).

**Westpac Group** means Westpac Banking Corporation and its related bodies corporate as defined in section 9 of the *Corporations Act 2001*.

**Westpac Live, Online Banking, and Westpac Online**, means Westpac's latest Online Banking service platform available at [westpac.com.au](https://westpac.com.au) including Mobile Banking and Tablet Banking unless specified otherwise.

**Westpac Protect™ Security Code via the App** means an authorisation code sent by the Mobile Banking App to your nominated Mobile phone to authorise a transaction through Online Banking.

**Worldwide Wallet** means the reloadable prepaid Mastercard-branded travel money card issued by Westpac Banking Corporation ABN 33 007 457 141, AFSL and Australian credit licence 233714.

**You and your** means the individual or organisation that holds the Online Banking service in their name and includes a User, where applicable.





*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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PayID and PayTo are registered trademarks of NPP Australia Limited.

Mastercard® is a registered trademark of Mastercard International Incorporated.

Westpac is a shareholder of Australian Payments Plus Ltd, a public company limited by shares, and has a director on the board of Australian Payments Plus.

Australian Payments Plus is a member based organisation operating Australia's three domestic payment schemes, BPAY, eftpos and the New Payments Platform.

Westpac has policies and procedures in place to manage any actual, potential and perceived conflicts of interest.

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