

Westpac Banking Corporation
Australian Financial Services Licence Number 233714

Online Banking Terms and Conditions

Effective as at 22 October 2010

Pointing you in the right direction.

We would like to help point you towards choosing the accounts that best suit your needs from the very beginning, and then using them in the most efficient manner – so you can get maximum value from your relationship with us. That's why we've introduced our Terms and Conditions document in an online form which can also be viewed or printed as a PDF document. This is designed to give you the information you need to understand all the different ways you can use Online Banking and provide you with clear details about our fees and charges, so you know what the costs are and what choices you have.

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Part 1 - General information

Your Bank

The advisory services and the banking products you'll find 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 Number 233714

The superannuation product you'll find in this document is provided to you by:

BT Funds Management Limited ABN 63 002 916 458
275 Kent St, Sydney NSW 2000

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 in any one of these ways:

- Call Telephone Banking on 132 032
- Write to us at GPO Box 3433, Sydney NSW 2001
- Visit any of our branches
- To contact us while overseas dial (+61 2) 9293 9270

Following your registration for Online Banking, we will set up your access to Online Banking. By setting up your access to Online Banking we are making an offer to you to provide you with the use of Online Banking and BPAY under these Terms and Conditions. Please read this document carefully. Your access and use of Online Banking and BPAY will be taken to be acceptance by you that you agree to be bound by these Terms and Conditions.

Our obligation to you

It's our commitment to make all the details about your banking as clear as we possibly can. That's what this document is for: to give you the right information you need to choose the Online Banking Service Type that suits you best then operate it in the right way, so you can get the best value and keep bank fees to a minimum.

It's also designed to show you all the new and convenient ways of banking we now offer – so you can save time and do your banking in a way that works for you. If you'd like to know more just ask for a demonstration at your branch.

We encourage you to read these Terms and Conditions, both before you decide to register for Online Banking and once your registration has been accepted. Keep it handy so you can refer to it when you have questions. We also encourage you to talk to us any time about how you can pay as little for your banking as possible.

What to do if you have a problem or dispute

Our service approach

If you have any problems or disputes with the services that we provide, we would like to hear about them. When you provide feedback, we have an opportunity to improve our service to you.

When we make a mistake or our service does not meet your expectation, please be assured that we will do all we can to find a solution for you in the fastest possible time. We will take action when things go wrong because problem resolution is a priority to us.

If you have a complaint

If you think there has been a mistake in a transaction or an unauthorised transaction has been made through Online Banking or you have another issue please contact us.

It is your responsibility to, firstly, notify us of the situation. To do this, contact us 24 hours a day, 7 days a week from anywhere in Australia via:

Phone: 1300 130 467

Email: via our website – www.westpac.com.au and click on 'Contact Us'

Fax: 02 9876 9218

Mail: National Customer Relations, GPO Box 5265, Sydney NSW 2001

In person: visit any of our branches in Australia.

It is essential that you give us all the information you have to help us resolve your concern.

We will aim to resolve the matter when you first contact us. If we cannot resolve your issue there and then, we will commit to taking the following steps:

1. Let you know who is handling your complaint.
2. Keep you informed of what is happening.
3. Aim to resolve your complaint within 5 working days.

Once your complaint has been resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

By using Online Banking you agree that we may advise you of the progress and resolution of your complaint in writing or verbally as we consider appropriate.

Please note that we comply with the EFT Code complaint investigation and resolution procedures in connection with electronic funds transfer transactions to which EFT Code applies.

What if you feel your complaint has not been resolved?

If we haven't been able to resolve your issues to your satisfaction, and you'd like an independent review, you can refer your complaint to The Financial Ombudsman Service, GPO Box 3, Melbourne VIC 3001, phone: 1300 780 808.

The Australian Securities & Investments Commission (ASIC) also has a freecall Infoline – 1300 300 630. You can use this number to make a complaint and to obtain further information about your rights.

Factors that may influence our advice

This document has been designed to help you choose the right product from the outset. When you ask for a recommendation, please be assured that our staff members will always explain your choices and point you to the right product that best suits your needs.

Sometimes our staff may 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 or 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 sales for a group of products or the total value of their sales. Staff may also be entitled to receive other benefits and these include non-monetary rewards, such as movie tickets or a digital camera. These incentives, however, are not awarded for selling one product over another, ensuring you'll always be recommended products based purely on your needs.

Privacy and confidentiality

Westpac's Privacy Policy explains our commitment to the protection of your personal information. You may obtain a copy of our Privacy Policy by:

- Calling Telephone Banking on 132 032
- Asking at any of our branches
- Visiting our website at www.westpac.com.au

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

Your email address

We may use your email address to advise you of any enhancement or changes to Online Banking which may alter our delivery of, or your ability to use, Online Banking.

It is our policy to only email marketing material to customers who give us permission to do so. By agreeing to these Terms and Conditions you give us this permission. If we send you an email other than an email containing no more than factual information (for example, an email advising you that these Terms and Conditions have changed), we will give you the option of not receiving further communications of this nature. This will allow you to opt-out of receiving emails containing marketing material at any time you wish.

You need to keep your email address current. You may update your email address using the "Your Details" option in Online Banking. If you do not provide us with a correct email address, you may not receive important information regarding Online Banking.

Your email address will not be shared with any organisation external to the Westpac Group. It is our policy not to sell, trade, or rent your personal information to any third party.

Your Mobile Phone number

We may use your Mobile Phone number to send you Westpac Protect™ SMS Codes and any information relevant to this service.

You need to keep your Mobile Phone number current. You may update your Mobile Phone number by contacting Westpac. If you do not provide us with your correct Mobile Phone number, you may not be notified of important information relevant to the use of Westpac Protect™ SMS Codes.

You will 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.

Your Mobile Phone number will not be shared with any organisation external to the Westpac Group. It is our policy not to sell, trade, or rent your personal information to any third party.

Part 2 - Features and benefits of Online Banking and BPAY

Features and benefits of Online Banking

Online Banking can give you a better picture of your banking. By using Online Banking, you will be able to:

- See all your accounts on one screen instantly
- Check your account balances
- Transfer funds between your accounts
- Access authorised Third Party Accounts via Business Online Banking
- Complete Online Self Service Administration via Business Online Banking
- Open an account
- Make a payment to an account at another financial institution
- Make payments to accounts held at overseas banks
- Schedule payments up to 90 days in advance (BPAY, Pay Anyone and Transfer Funds)
- Arrange for periodic payments (Periodical Payments)
- Pay your credit card
- Pay bills using BPAY
- View bills and statements online using BPAY View™ (Note: ® Registered to BPAY Pty Ltd ABN 69 079 1137 518 and BPAY View™ is a trade mark of BPAY Pty Ltd ABN 69 079 1137 518)
- See and print out your last 7 years' statements at no extra cost[^]
- You can choose to opt in or opt out of receiving paper statements for eligible accounts^{^^}
- View your last 100 days' transactions at no extra cost
- Print a receipt for every transaction
- Change an address
- Export to financial software packages

Please note that Online Banking access is limited for Term Deposits. You can view your account balance on-screen and transfer funds using BPAY when the Term Deposit is due for renewal.

[^]You can access your statements online for the past 7 years on the following types of accounts: cheque, savings, home loan and credit cards. **Note:** Once an account is closed or removed from Online Banking, you will be unable to access previous statements or transaction history online.

^{^^}Please note that if you opt out of receiving paper statements and receive electronic statements, you will be charged a Duplicate Statement fee for each paper statement that you request from us. However if you decide that you don't want to receive electronic statements anymore and opt in to receiving paper statements again you will not be charged a Duplicate Statement fee for the first copy.

SECTION 1 - Terms and Conditions that apply to both Online Banking and BPAY

1. Definitions

Access Authority means a form on which Service Owners may nominate Administrators and Users to have prescribed levels of access to the Service Owner's accounts where the Administrators and Users each have their own Customer Number and Passwords (and Token Device where applicable). While individuals do not need to complete an Access Authority for their own use, unless they want to grant access to a third party or link accounts from other entities as approved by those other entities, companies and other entities which delegate functions or link accounts from other entities must complete an Access Authority.

Access Codes means any one or more of your Customer Number, Password, Token Device Password, Token Code, Westpac Protect™ SMS Code and any other code we provide to you from time to time, that enables you to gain access to or use Online Banking.

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

Administrator means the person(s) that have been nominated by the Service Owner to complete administration tasks on their behalf. These tasks include:

1. Add, amend or remove a User
2. Add and assign User access
3. Add, reset, suspend, reassign and remove Token Devices
4. Amend the existing Daily Limit
5. Amend mailing and contact details

An Administrator, in addition to completing administrative tasks, may also be a User of Business Online Banking.

Banking Day Monday to Friday inclusive except NSW public holidays and weekends.

Batch Entry a method of making BPAY Payments to one or more Billers by you compiling and transmitting a computer file to us which contains payer directions.

Biller see clause 21.

BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street, Sydney, NSW 2000. Telephone (02) 8252 0500.

BPAY Payments see clauses 30 and 36.

BPAY View see clause 25.

BT Super for Life is issued by BT Funds Management Limited which is a member of the Westpac Group. An investment in BT Super for Life is not a deposit with, or any other liability of, Westpac Banking Corporation ABN 33 007 457 141 or any other company in the Westpac Group. It is subject to investment risk, including possible delays in repayment or loss of income and principal invested. None of Westpac Banking Corporation or any of its related entities stands behind or otherwise guarantees the capital value or investment performance of any investment option within BT Super for Life.

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 will not 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 Online Banking means the online banking service for business customers accessible at www.westpac.com.au.

Contact Person means the person nominated by the Licence Owner to be the primary contact, including for all correspondence concerning your Licence.

Cardlink Services Limited ABN 60 003 311 644 of Cnr Park Road and South Parade, Auburn, New South Wales, Australia – Telephone (02) 9646 9222.

Customer Number means an eight digit number given to you by us which must be entered to identify you to access Online Banking.

Daily Limit means the maximum daily aggregate payment for all accounts accessible through the Online Banking Service Type you have selected.

Help File or **Help Text** means the information contained under the Help icon found in the top right hand of Online Banking.

Online Banking Service Type means the Online Banking service which you subscribed for and which determines the type of functions you can perform.

Licence has the same meaning as Service.

Licence Owner has the same meaning as Service Owner.

Mobile Phone means, if you have registered for Westpac Protect™ SMS Code, the mobile telephone device with the telephone number that you have registered as the Mobile Phone to which SMS Codes should be sent by SMS.

Online Banking means Westpac Online Banking or Business Online Banking.

Online Self Service Administration is a self service administration service for Business Online Banking customers and allows customers to perform tasks through Business Online Banking, for example to add and remove Users and accounts.

Other Accounts is a software application that allows Online Banking customers to view, on a single web page, information from their online accounts with a range of providers or institutions including financial institutions and frequent flyer programs such as Fly Buys™ and Qantas™ to online email accounts like Hotmail™ and Yahoo™.

Overseas Payment means the transfer of value to a beneficiary outside of Australia.

Password means a confidential alphanumeric containing six characters. When used with your Customer Number it gives access to Online Banking.

Payment including "Pay Anyone" (as distinct from a BPAY Payment) means a transfer of value from your account held with us to:

1. An account of someone other than you where the other account 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.
3. A credit card account held with us.

Payment Cut-Off Time means with respect to a Business Day, the time specified in:

- Clause 38 for that day for a BPAY Payment
- Clause 19 for other Payments.

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.

Service refers to the Business Online Banking service.

Service Owner means the owner of the Customer Number that is used to establish the Service. Where the Account Holder has not authorised a third party to access the Account Holder's accounts using Online Banking on its behalf, the Service Owner is the Account Holder.

SMS means the telecommunications "short message service" technology which may allow text messages to be sent to your Mobile Phone.

Third Party Access is when a third party Account Holder has authorised access to their account via Business Online Banking.

Token Devices means a physical device that generates a new unpredictable Token Code every sixty seconds and is used in conjunction with a Token Device Password.

Token Device Password means a Password provided to subscribers of the Token Device which is required to be entered into Online Banking to access certain Online Banking functions.

Token Code means the code generated by the Token Device which may then be used to access certain Online Banking functions.

Token Serial Number means the serial number stamped into the reverse of the Token Device.

User means:

1. If you are the Account Holder, then you.
2. If you are not the Account Holder, but have been authorised to operate accounts under an Access Authority then you are the User.

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

Westpac Online Banking means the online banking service for personal customers available at www.westpac.com.au.

Westpac Protect™ SMS Code means an authorisation code sent by SMS to your Mobile Phone to authorise an Online Banking transaction via Westpac Online Banking.

You and your means the subscriber to Online Banking and includes a Service Owner, an Administrator and a User, where applicable.

2. 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 for using security devices.

Westpac Online Banking customers will be charged the below fees at the time of processing their transaction.

Business Online Banking customers must nominate a billing account to which the below fees will be charged monthly in arrears on the second business day of the month.

If you close your nominated billing account, fees will be applied to another account owned by the Service Owner.

All Westpac accounts have a fee structure which are in addition to the below fees and charges. Please refer to your account terms and conditions for more detail.

Westpac Online Banking fees and charges^^

Fee type	Amount
Bank cheque	\$5.00 per cheque
Periodical payment not made (for lack of funds in the account) *	\$9.00 for each missed payment
Overseas Payment^	\$20.00 per payment
Overseas Payment cancellation fee (occurs in the event that an Overseas Payment is returned by an overseas financial institution)**	\$35.00 per returned payment

^^ Organizational Internet Banking (OIB) customers will incur a Pay Anyone fee of \$0.25 per payment made to a non Westpac branded account. Please contact us for details about other fees that may apply to OIB customers.

Business Online Banking fees and charges

Fee type	Amount
Pay Anyone	<p>Nil (payments to another Westpac branded account)</p> <p>\$0.25 (payments to any other account)</p> <p>Note: Excess transaction fees may apply when you exceed any monthly withdrawal allowance that applies to your account. See the terms and conditions that apply to your account</p>
<ul style="list-style-type: none"> Imported payment files Payment template 	<p>Nil</p> <p>(\$0.25 fee applies per payment within the template or imported file if to a non-Westpac branded account)</p>
Tax Payment	\$0.25 per payment
Additional Token (monthly fee)	First 3 tokens on service are free, with each additional token costing \$5.50 per month
Replacing a lost or stolen SecurID® token	\$25.00 per token
Stop cheque*	\$12.00 per cheque
Periodical payment not made (for lack of funds in the account) *	\$9.00 for each missed payment
Overseas Payment^	\$20.00 per payment
Overseas Payment cancellation fee (occurs in the event that an Overseas Payment is returned by an overseas financial institution)**	\$35.00 per returned payment

^All overseas financial institutions handling charges will be borne by the recipient and deducted from the payment amount. Charges could be levied by (but not limited to) paying banks, intermediary banks, corresponding banks or recipient financial institutions. We do not have any control over the fees that these institutions might charge, or what the fee may be.

- * Charged to account from which the payment is made or cheque is drawn
- ** Deducted from the return proceeds. Varies for each bank.

3. Getting started using Online Banking

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 refer to our website at www.westpac.com.au

To register for Online Banking, call 1300 655 505 (24 hours, 7 days a week). Registration is not an offer by us, it is simply a means by which we can provide you with Access Codes that will enable you to review these Terms and Conditions and decide whether you wish to proceed further. When you access Online Banking for the first time you will be required to accept or reject the Terms and Conditions that are provided online. We will regard your acceptance of the terms and condition as being an offer by you to subscribe to the service and we may accept your offer by permitting you to have access to Online Banking and its functionality. If the Terms and Conditions of any credit facility that you hold with us state that Online Banking may be used as an access method, you may register to use Online Banking to access that credit facility.

Westpac Online Banking subscribers are required to register for Telephone Banking service to be able to register for Westpac Online Banking. This is because we use Telephone Banking to verify certain details required for Westpac Online Banking.

Important note on payments

Westpac is unable to verify account details for non-Westpac accounts. Should the details you have entered prove to be incorrect, in most cases the payment (or individual credit) will return to your account within 48 hours. As this return is made by the other financial institution, it does not come via Online Banking and you will not be notified. Nor will the status of the payment change. For this reason, please be careful when sending funds to third party accounts, and as a matter of course, check your transaction lists regularly for any returned credits.

Westpac cannot reverse transactions you make in error, either to Westpac or non-Westpac accounts. Should an amount sent by you in error not be returned automatically by the receiving financial institution, it may not be recoverable at all.

Features and benefits of Transfer Funds

When using the Transfer Funds option in Online Banking, your funds will be transferred between your own accounts immediately except transfers to your BT Super for Life account* which may take up to five Banking Days to appear on your BT Super for Life account transaction list. Your account balances and transactions lists will be updated automatically, with the exception of credit cards, where the transactions list will not update until the following Business Day.

Transfers from a credit card to any other account will be treated as a cash advance and will attract the standard cash advance fee (refer to the conditions of use for your credit card for details of that fee).

* For more information on this product refer to the BT Super for Life Product Disclosure Statement available at www.btsuperforlife.com.au.

Features and benefits of Pay Anyone

Pay Anyone is a transfer of value from your account held with us to any Westpac account including a Westpac credit card where the account is not your own. Pay Anyone can also be a transfer of value from your account held with us to any valid account at another Australian financial institution who accepts such a payment.

To activate the Pay Anyone function via Westpac Online Banking you will need to register for Westpac Protect™ SMS Codes. This will enable you to receive a Westpac Protect™ SMS Code via your Mobile Phone. You can register for Westpac Protect™ SMS Codes via Westpac Online Banking or by contacting Westpac directly.

Alternatively Westpac Online Banking customers may activate the Pay Anyone function by requesting an activation code. The activation code can be requested online and will be mailed to your address within 5 business days. In the Daily Limit screen you will need to enter your activation code to begin using the Pay Anyone facility.

You must also have a valid account to pay from. Some of the accounts which are classified as invalid are: credit cards, most trust funds, Term Deposits, accounts where more than one person is required to sign, passbook accounts, personal loans and fixed rate housing loans. Contact us if you would like any further details about whether your account can be used with the Pay Anyone function.

Features and benefits of BPAY

When you see the BPAY symbol on a bill, you can pay that bill through Online Banking. It's a simple and convenient way to pay your bills. All you need is your bill – then simply access Online Banking. By using BPAY you will be able to:

- Pay bills 24 hours a day, 7 days a week
- Pay bills up to 90 days in advance
- Choose which account to use to pay a bill (however some Billers do not accept payments from credit cards)
- Obtain a receipt number
- Add funds to a Term Deposit when the Term Deposit is due to be renewed

The Bank is a member of the BPAY Electronic Payments Scheme (BPAY Scheme). You can ask us to make payments on your behalf to billers who wish to receive the payments through the BPAY Scheme. The BPAY Scheme cannot order a stop payment once you have instructed Westpac to make that payment.

Getting started using BPAY

You don't need to register for BPAY, all you need to do is log on to Online Banking, and select bill payments or BPAY from the menu. However, you do need to register for BPAY View, and then add each listed Biller whose bills you want to see online.

Then simply provide the biller code and reference number (and possibly other information) that appears on the bill or invoice. We'll debit your nominated account with the amount you specify.

Some BPAY Billers (known as Restricted BPAY Billers) will be included in your Westpac Online Banking Daily Limit. To exclude these Billers from your Westpac Online Banking Daily Limit you will need to register for Westpac Protect™ SMS Codes. See clause 19.

You can arrange a BPAY payment to be made up to 90 days in the future. Cleared funds must be available in the account the day before the payment is made.

Details of BPAY payments, including a receipt number, will appear on your account statement.

How will BPAY View work in Westpac Online Banking?

You will be able to register with BPAY View Billers to receive online access to your bills.

Once the Biller has authorised your registration, you should start to receive bill summaries (from the next billing cycle).

The bill summary will contain the Biller name, the customer reference number, the minimum amount due (where applicable), the total amount due and the due date of the payment. Most bill summaries will include a link to view the bill details at the Biller's Internet site.

You will be advised that a new bill summary has arrived via a message when you next sign in to Westpac Online Banking. You will also have the option of being notified by email. For some bills, notification by email is mandatory to meet a Biller's legal obligations.

Whether you will continue to receive a paper bill will vary according to the Biller. Billers can choose to stop sending you paper bills, or to provide both paper and electronic bills for a period of time. Your Biller will notify you as to what they will be doing.

All bills have a pre-determined expiry date, issued by the Biller. However the bill summary will be accessible in Westpac Online Banking at least until your next bill for that Biller arrives. The bill details will also be available at the Biller's Internet site until your next bill arrives. You will also have the option of deleting the bill summary from your list.

You can pay your bills using Westpac Online or Telephone Banking, as well as any other method shown on the detailed bill.

How will BPAY View work in Business Online Banking?

If you are a business customer you may have several accounts with different legal entities, and multiple Users signing into Business Online Banking. All authorised Users will see bill summaries and, where applicable, view detailed bills. If more than one User needs to sign payments in Business Online Banking then they will be prompted, as usual, when making BPAY payments.

Any User can register for BPAY View and for specific Billers. Once registered, all Users will be able to use BPAY View to see that Biller's bills.

A warning will be given to the last user whenever a Biller is being de-registered.

If the email prompt service has been requested, notification will be sent to the designated email address. This address can be changed using the 'Notify Me Instead' button. Only one designated email address can be used.

All other details are the same as for Westpac Online Banking.

4. Codes

The Code of Banking Practice

This is a self-regulatory Code adopted by us and other banks. Its purpose is to set standards of good banking practice for banks to follow when dealing with persons who are, or who may become, their individual and small business customers and their guarantors. We actively comply with this Code.

Each relevant provision of the Code applies to the banking products and services described in this booklet. The general descriptive information is set out in this booklet. This includes information about:

- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading the Terms and Conditions applying to the relevant banking service.

Electronic Funds Transfer Code of Conduct (EFT Code)

The Electronic Funds Transfer Code of Conduct governs electronic funds transfer transactions to or from your account, which are initiated by you through electronic equipment using an access method, for example, using your credit card or debit card at ATMs and through EFTPOS, Telephone Banking and Online Banking. We warrant to actively comply with the EFT Code.

Business Online Banking subscribers should note that the EFT Code does not apply to:

- That part of a funds transfer which is the debiting of and transfer of value from; or
- That part of a funds transfer which is the receipt of value and the crediting of that value to, an account that is designed primarily for use by a business and established primarily for business purposes.

5. Variations

5.1 Changes to Terms and Conditions

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

Type of Change	Time Frame	Method of Notification
New fee or increase to a fee	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
New fee or increase to a fee relating solely to your use of Online Banking and BPAY	30 days in advance	In writing or electronically
Changes affecting your liability for losses relating to transactions	20 days in advance	In writing or electronically
Impose, remove or adjust transaction limits which apply to the use of Online Banking and BPAY	20 days in advance	In writing or electronically
A new or varied government charge that directly or indirectly affects you	In advance of the change, or as soon practicable afterwards, 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
Any other change to a term or condition	In advance of the date of the change	In writing, electronically or through an advertisement in a major newspaper

Advance notice may not be given in some circumstances, for example, when a change is necessitated by an immediate need to restore or maintain the security of our systems.

By "electronically", we mean:

- by email to your nominated email address; or
- making particulars of changes available at Online Banking on our website www.westpac.com.au, and sending an email to your nominated address advising you that the notice is available.

You may vary your nominated electronic address on Online Banking at any time.

5.2 Direct Marketing and email

You consent to receiving direct marketing material and email from us. You may opt out of receiving this material – refer to the sections "Communication with you", "Privacy and confidentiality" and "Your email address" earlier in this document.

6. Non excludable conditions and warranties

Nothing in these Terms and Conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of the Trade Practices Act 1974 or any equivalent State or Territory legislation, the exercise of a right conferred by such a provision, or our liability for a breach of a condition or warranty implied by such a provision.

SECTION 2 - Terms and Conditions that apply to Online Banking

7. Your use of Online Banking

Your use of Online Banking is to be in accordance with these Terms and Conditions and use of Online Banking signifies your acceptance of these Terms and Conditions. These Terms and Conditions are separate from and do not affect the Terms and Conditions applicable to each product or service accessed by Online Banking. We will provide you, your Administrator(s) and your User(s) with Access Codes comprising:

- A Customer Number
- A Password
- A Token Device and Token Device Password (where applicable)
- A Westpac Protect™ SMS Code (where applicable)

8. Our authority

We are authorised by you to allow operations on your account in accordance with the Online Banking Service Type you have selected and for which the correct Access Codes have been provided including access by Administrators and Users where appropriate.

You acknowledge that subject to the sections below dealing with when you will not be liable, you will be liable for any misuse of Online Banking including transactions on your accounts or any failure by an Administrator or a User to observe these Terms and Conditions.

You acknowledge that, in addition to your own use of Online Banking, an Administrator's or a User's use may also incur fees and charges which you will be required to pay to us.

Unless stated otherwise references to time means the time in Sydney. This may include the time recorded on transaction records.

9. Security and Access Codes

You acknowledge and accept that we cannot verify by way of signature comparison whether access quoting the correct Access Codes is an Administrator or a User.

Your Access Codes allow anybody using them to conduct the type of operations on an account for which the Access Codes provide access and we are authorised by you to permit such access. Because of this you must take special care to protect them. The requirements for protecting your Access Codes are set out in clause 10 below. You must ensure that all Administrators or Users comply with these requirements.

You must change the Password component of your Access Codes on initial access to Online Banking and ensure any Administrator or User does the same.

You should also periodically change the Password components of your Access Codes and should require any Administrator or User to periodically change theirs.

You must ensure that the Access Codes are kept secure and not disclosed to anyone except us in the course of using Online Banking. Where you have authorised an Administrator or a User to use Online Banking, that Administrator or User will be advised of Access Codes separately. You must ensure that any Administrator or User does not disclose their Access Codes to anyone, except us in the course of using Online Banking.

If you enter your any of your Access Codes (including your Password or Westpac Protect™ SMS Codes) incorrectly into electronic equipment three consecutive times, your Online Banking access privileges may be suspended and you will be unable to obtain access to Online Banking. If this occurs, please contact us in order to reactivate your access.

10. Protecting your Access Codes and Token Devices

If you make a record of your Access Codes you must keep it separate and well away from your computer unless the Access Codes are reasonably disguised or held on the Westpac Other Accounts service. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your Access Codes, even if disguised, separate and well apart from your computer.

For example, except where you are using the Westpac Other Accounts service, you must not keep your computer and undisguised Access Codes together:

- In your office or at home in the same room
- In any other situation where your computer and Access Codes can be found and used

To protect your Access Codes you must:

- Try to memorise them
- Destroy any documentation we issue to you containing Access Codes
- Not write your Access Codes on your computer, even if disguised
- Not keep a record of your Access Codes with or near your computer except where you are using Westpac Other accounts service
- Not tell anyone your Access Codes, including family members, friends and our staff
- If you select your own Access Codes, not select a number or word that can easily be associated with you, such as your date of birth, telephone number, driver's licence number and so forth
- Make sure that nobody watches you or hears you when you are entering or using your Access Codes at electronic equipment

If you select your own Access Codes, for security reasons you should endeavour to change them at regular intervals (say every 6 months).

If you make a record of your Access Codes you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise Access Codes if you only:

- Record it in reverse order
- Record it as a series of numbers with any of them marked to indicate the Access Codes
- Record the Access Codes as a telephone number with the Access Codes in its correct sequence within the telephone number
- Record the Access Codes as a telephone number where no other telephone numbers are recorded
- Disguise the Access Codes 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 codes.

To protect your Token Devices you must:

- Keep them secure and in a location where unauthorised people cannot access them
- Not write your Customer Number or Password on the Token Device
- Not keep a record of your Customer Number or Password near the Token Device

You agree that the Token Devices remain our property, and agree to return the Token Devices to us immediately:

- Upon our request
- On cancellation of Online Banking
- On termination of your authority to use the Token Devices

Where you have registered for Westpac Protect™ SMS Codes, to protect your accounts you must:

- Keep your Mobile Phone secure and in a location where unauthorised people cannot access it
- Not write your Customer Number or Password on, or store them in, the Mobile Phone
- Not keep a record of your Customer Number or Password near the Mobile Phone

11. What you must do if you suspect a breach of security of the Access Codes or Token Devices

If you suspect that the security of the Access Codes or Token Devices or your Mobile Phone has been breached you must ensure that:

- The Access Codes (excluding Customer Number) are changed
- The Token Devices (excluding Customer Number) are replaced
- You inform us that Westpac Protect™ SMS Codes should no longer be sent to the Mobile Phone
- You must notify your Mobile Phone service provider if the Mobile Phone is lost or stolen
- You inform us of the suspected breach immediately by telephoning 132032 or (+61 2) 9293 9270 from overseas

Liability

12. When the Account Holder is not liable

The Account Holder will not be liable for losses resulting from unauthorised transactions where it is clear that an Administrator or a User has not contributed to the loss. You may have contributed to the loss if you do not follow our guidelines for Access Code, Token Device and Mobile Phone security set out in clause 10 above. The Account Holder's liability for any losses resulting from unauthorised transactions in connection with electronic funds transfer transactions to which the EFT Code applies shall be determined under the EFT Code rather than under the guidelines for Access Code security in clause 10.

The Account Holder will not be liable for losses resulting from unauthorised transactions 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 the Administrator or User receives or selects their Access Codes and/or Token Devices
- Happen after we have been notified that a Token Device has been misused, lost or stolen or that the security of any Access Code has been breached
- Losses that relate to any component of an access method that is forged, faulty, expired, or cancelled
- 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 your account.

13. When the Account Holder is liable

The Account Holder will be liable for losses resulting from transactions which are carried out by an Administrator or a User or by another person with the Administrator's or User's knowledge and consent. The Account Holder will be liable for actual losses resulting from unauthorised transactions caused by an Administrator or a User:

- Engaging in fraud
- Voluntary 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 10
- Writing their Access Codes or a disguised record of their Access Codes on the electronic equipment or the Mobile Phone
- Selecting an Access Code which represents their birth date, 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

- Acting with extreme carelessness in failing to protect the security of their Access Codes
- Not safeguarding the Token Device(s) or Mobile Phone by failing to make a reasonable attempt to secure them in a safe location or to prevent unauthorised access to them in accordance with clause 10
- Keeping a record of their Customer Number or Password on or near the Token Device or Mobile Phone.

The Account Holder will also be liable for losses resulting from an Administrator or a User accessing Online Banking via a computer that the Account Holder knows contains software that has the ability to reveal to a third party, or to otherwise compromise, Access Codes and/or customer information including, but not limited to, account information.

The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying us of the misuse, loss or theft of a Token Device, or of their Access Code(s) becoming known to someone else.

In these cases an Online Banking Account Holder's liability will only extend to losses which occur between the time when the Administrator or User became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified – this does not apply for Business Online Banking.

However, the Account Holder will not be liable to pay for:

- 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 and Westpac had not agreed could be accessed using Online Banking

For Online Banking (excluding Business Online Banking) the Account Holder's liability is subject to Westpac proving on the balance of probability that the Administrator or User contributed to the losses in one or more of the ways listed above.

14. When limited liability applies

The Account Holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where an Access Code was required to perform the transaction and it is unclear whether the User contributed to the loss. The Account Holder's liability in such cases will be the least of:

- \$150.00 (this limit does not apply for Business Online Banking and Payments performed with a Token Device Password)
- The balance of the account(s), including any pre-arranged credit
- The actual loss at any time we are notified of the misuse, loss or the Access Codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable Daily Limit)

15. Currency and availability of Information

Information available through Online Banking concerning transactions and balances may not always be completely up to date, although, in most cases should at least reflect the transactions and balances of an account up to the close of business on the previous Business Day.

Not all services and functions offered through Online Banking are available at all times.

Online Banking may be unavailable due to scheduled outages or due to factors beyond our control, such as your Internet connection

16. Statements

You may be able to elect to receive statements on eligible accounts via Online Banking, instead of having paper statements mailed to you. You may be able to make this election, on an account-by-account basis, via Online Banking. If you do so, you will stop receiving paper statements on the nominated account(s). However, you may elect to revert to paper statements at any time. You can do this via Online Banking, by calling our contact centre or by visiting any of our branches.

We will send you an email notification to your nominated email address, advising you that your statement is available via Online Banking. It is your responsibility to check your email regularly for these notifications and to access your statement promptly following receipt of our email. You must also keep your nominated email address current and inform us if you are not able to access either your email or Online Banking for any reason. You cannot opt out of receiving these notifications; however you can vary your nominated email address for receipt of them at any time.

If you do not keep your email address current, we will be unable to send you email notifications and for Credit Card statements only, will recommence sending your statements to you by mail. We will also recommence sending your statements to you by mail if you cease to be registered for Online Banking, or if your account becomes ineligible to receive non-paper statements, due to account type or account status.

17. Termination

17.1 Westpac Online Banking termination

Westpac Online Banking customers may terminate Westpac Online Banking at any time by giving to us written notice or informing our Internet Help Desk.

We may terminate your access to Westpac Online Banking if you terminate your access to Telephone Banking service because we use Telephone Banking to verify certain details required for Westpac Online Banking.

17.2 Business Online Banking termination

The Service Owner may terminate the Service by giving written notice to us.

17.3 Termination by us

We may suspend or terminate your use of Online Banking without giving you notice where we reasonably believe the access should be suspended or terminated, for example where we believe that there is a risk of fraud or security breach, or where you have not accessed Online Banking for a lengthy period.

18. Payment Limits and Cut Off Times

18.1 Payment Limits

We may impose a Payment limit, and vary such limit, on the maximum amount you may transfer from your account using Online Banking. This may also affect your ability to make a BPAY Payment or Payment using Online Banking and may affect Payment limits you have authorised where your nominated Payment limit is higher than one we impose. Payment limits applicable to specific functions appear in the Help Files.

Unless you have asked us to select a different Daily Limit (including through the use of Online Banking), your Daily Limit will be \$0 per day in relation to the following transaction types:

- a) Pay Anyone
- b) Periodic Payments
- c) Overseas Payments
- d) Requests for the issue of a bank cheque
- e) BPAY payments to Restricted BPAY Billers (identified by their unique biller code) in Westpac Online Banking if you are not registered for Westpac Protect™ SMS Codes

For Westpac Online Banking, you will need to register for Westpac Protect™ SMS Codes if you wish to select a Daily Limit above \$1,500. If you register to receive Westpac Protect™ SMS Code, you will need to enter an SMS Code to make the following transaction types:

- f) Pay Anyone to a person who does not appear in your payee details list.
- g) Periodic payments to a person who does not appear in your payee details list.
- h) BPAY payment to a Restricted BPAY Biller (identified by their unique biller code) who you have not paid with the same reference number in the last 13 months; and
- i) all Overseas Payments

- j) requests for an issue of a bank cheque to a person who does not appear in your bank cheque payee list

If you are a Business Online customer and have been issued a Token Device, you will not be required to use a Token Device for Payment within your Daily Limit. See clause 20.5 for more information about Token Devices and their use.

18.2 Cut Off Times

Instructions received after a cut off time may not be processed until the next Business Day. This may be the case even if Online Banking shows a change in account balances resulting from the operation. Different cut off times apply to different instructions. Cut off times for BPAY Payments are set out in clause 38. For other cut off times refer to the Help Files.

We may vary cut-off times at any time. We will advise you of permanent or long term variations to cut off times, however, we may need to make temporary changes without notice.

19. Payments

19.1 Self select option

You may nominate a function allowing for Payments to be made. If you select this option you need to be aware that any User with value access (as nominated on the Access Authority) will also be able to make Payments from your account(s).

In certain cases (described in detail in the Help Files) Westpac Online Banking customers:

- requesting the Payment option with a Daily Limit in excess of the default limit (refer to Help File for current default limit)
- seeking to increase a previously nominated Daily Limit, will be required to confirm the request before the option or change is activated. You can do so in one of two ways. Firstly, if you register for Westpac Protect™ SMS Codes, a code is sent via SMS to your Mobile Phone and will need to be used to activate the option or change. You must treat this Westpac Protect™ SMS Code with the same degree of care as required for your Password. Alternatively, if you do not register for Westpac Protect™ SMS Codes, you may request an activation code, which is mailed to your address within 5 business days and will need to be used to activate the option or change. You must also treat this activation code with the same degree of care as required for your Password

The Online Banking Help Files will provide you with details about this option, imposing Daily Limits and how to cancel this option. However, if you have registered for Westpac Protect™ SMS Code, you will be able to use a Westpac Protect™ SMS Code to activate the option or change without waiting for a PIN.

19.2 Changing your Daily Limit

You may from time to time elect to change the Daily Limit applicable to you.

19.3 Increased risk if you increase the Daily Limit

If you elect to increase the Daily Limit you must note that this could, in the event of unauthorised transactions, increase the risk for the Account Holder of the account from which the payment was made and for which the Account Holder may be liable. The limit increase may allow an unauthorised person with knowledge of your Access Codes to make larger withdrawals than would have been the case under the previous limit.

19.4 Westpac Protect™ SMS Code

If you are a Westpac Online Banking customer and you have registered to receive Westpac Protect™ SMS Codes to your Mobile Phone, we allow you to select a higher Daily Limit (of \$5,000 or \$10,000, as you select) for the transaction types listed in clause 19.1(a), (b), (c), (d) and (e).

When you use Online Banking to authorise one of those transactions, or to make changes to your account settings (including but not limited to, increasing your Daily Limit, or in the Pay Anyone section adding a new payee or modifying an existing payee's or your account details), the Website will request a Westpac Protect™ SMS Code. A Westpac Protect™ SMS Code is made up of 6 numbers (with no spaces). We will send the

Westpac Protect™ SMS Code by SMS to your Mobile Phone, and you will need to enter that Westpac Protect™ SMS Code as requested for the transaction or change to be processed.

Please contact Westpac for further advice if you need to authorise a transaction and:

- your Mobile Phone has been lost or stolen
- you do not own a Mobile Phone
- your Mobile Phone is not operational
- you are out of Mobile Phone range, or
- the Westpac Protect™ SMS Code service is not operational.

We recommend that you nominate a Mobile Phone that is used by you exclusively. If the Mobile Phone is also used by other people, they may receive, or be able to access messages intended for you as part of Westpac Protect SMS Code. If you tell us that your Mobile Phone number is changing, we will send an SMS to both the old and the new Mobile Phones to keep you informed.

We do not charge you a fee for sending a Westpac Protect™ SMS Code to your Mobile Phone. However, your Mobile Phone service provider may impose fees and charges relating to the Mobile Phone, 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. Any queries or concerns regarding any such fees and charges should be raised by the Mobile Phone account holder with their Mobile Phone service provider.

You can cancel Westpac Protect™ SMS Code at any time by contacting us. However you will be required to reselect a Daily Limit in accordance with clause 19.1 when you cancel Westpac Protect™ SMS Code.

19.5 Tokens

If you are a Business Online customer, and you wish to make Payments in excess of the Daily Limit you may request that we issue Token Devices to you, an Administrator or a User with Value access (as nominated on the Access Authority).

Daily Limits are not applicable to use of Token Devices and the Account Holder may incur increased risk of liability for unauthorised transactions. An unauthorised person with access to a Token Device and the Access Codes may be able to make larger withdrawals from the Account Holder's accounts to which the Token Device gives access than would be the case if Daily Limits applied.

The Service Owner is solely responsible for notifying the Account Holders of accounts to which the Token Device gives access, that the Account Holder's liability for unauthorised transactions may be increased because Daily Limits will not apply to access to those accounts using a Token Device.

19.6 Responsibility for correct details

You must ensure that Payment details are correct. You and your User are solely responsible for providing correct payment details including amount and payee details. We have no liability to you or your User for any Payment made in accordance with details provided by you or your User.

19.7 Future Dated Payments (except BPAY Payments)

You can ask us to make a Payment at some future time up to 90 days. Cleared funds must be available at least a day before the Payment is due. A Payment may not be able to be made due to insufficient funds or an invalid account.

19.8 Overseas Payments

Any overseas financial institution handling charges will be borne by the recipient of the Overseas Payment.

In the event that an Overseas Payment is returned by an overseas financial institution, we will 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 that we credit your account.

If we are unable to send the Overseas Payment direct to the beneficiary's financial institution nominated by you, then we may send the Payment through an overseas financial institution of our choice.

19.9 Anti-Money Laundering and Counter-Terrorism Financing Obligations

Please be advised that in order for Westpac to meet its regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware and you agree that:

- a) Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your use of Online Banking;
- b) We may from time to time require additional information from you to assist us in the above compliance process; and you must provide that information;
- c) Where legally obliged to do so, we will 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.

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

1. 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); and
2. The underlying activity / product for which Online Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

SECTION 3 - Terms and Conditions that apply to BPAY

BPAY Scheme

20. Our role in the BPAY Scheme

We are a member of the BPAY Scheme. The BPAY Scheme is:

- An electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY Scheme (BPAY Payments).
- A scheme through which you can receive or access bills or statements electronically (BPAY View) from participating billers nominated by you by
- Opening an email sent to you whenever a bill or statement is received by us with a link to our Online Banking
- Accessing our Online Banking and you may choose to pay them electronically using Online Banking or Telephone Banking or any other payment method accepted by the Biller.

We will tell you if we are no longer a member of the BPAY Scheme. 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.

21. How to use the BPAY Scheme

- 21.1** BPAY Payments can be made from most accounts held with us and a list of appears in the BPAY Help Text in Online Banking.
- 21.2** When you tell us to make a BPAY Payment, you will be required to provide the biller code and reference number (and other information) as appears on the bill or statement.
- 21.3** You must comply with the Terms and Conditions applying to the account to which you request us to debit a BPAY Payment, to the extent that those account terms are not inconsistent with or expressly overridden by the BPAY Terms and Conditions. The BPAY terms set out herein are in addition to those terms.
- 21.4** If in relation to your use of BPAY there is any inconsistency between the Terms and Conditions applying to the account and the BPAY Terms and Conditions or an inconsistency between the other provisions relating to Online Banking within these Terms and Conditions and the BPAY Terms and Conditions, the BPAY Terms and Conditions will apply to the extent of that inconsistency (including if a BPAY Payment is made before 1 April 2002, the EFT Code does not apply and if you are a Business Online customer the EFT Code does not apply).
- 21.5** To increase the security of your BPAY service in Westpac Online Banking, your Daily Limit will apply to BPAY Payments to Restricted BPAY Billers (identified by their unique biller code). However, you may register for Westpac Protect™ SMS Codes, to exclude BPAY Payments to Restricted Billers from your Daily Limit.
- 21.6** To increase the security of your BPAY service in Online Banking, a Daily Limit of \$10,000 will be applied to certain Billers. This Daily Limit will only apply to a certain group of Billers (in particular, this relates to payments made to credit card accounts). The \$10,000 limit will not be implemented for Billers related to payments of your utilities; e.g. electricity or phone bills.
- 21.7** In the event of insufficient funds Westpac may, in accordance with the Terms and Conditions applicable to your account:
1. Use its discretion to honour the payment.
 2. Charge a fee to your account.

For details of the applicable charges refer to the Produce Disclosure Statement for the account from which you are making a payment.

- 21.8** When you use a credit card to pay a bill through the BPAY Scheme, we treat that payment as a credit card purchase transaction.

- 21.9** You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that Biller.
- 21.10** Details of BPAY Payments, including your receipt number, will appear on your account statement from which the payment was made.
- 21.11** You can ask us to make a BPAY Payment at some time in the future up to 90 days. Cleared funds must be available the day before payment is due.
- 21.12** If we are not able to make the BPAY Payment at that future payment date we will advise you by letter. A Payment may not be able to be made due to insufficient funds, an invalid account or because the Biller no longer participates in the BPAY Scheme. In the event of insufficient funds Westpac may (a) use its discretion to honour the payment; and (b) charge a fee to your account for doing so (refer the Terms and Conditions for the account from which the payment was made for details of the applicable fee).

22. Valid payment direction

We will treat your instruction to make a BPAY Payment as valid if, when you give it to us you comply with the Online Banking security procedures so that you enter the correct Access Codes and Customer Number.

23. Information you must give us

You must be careful to ensure that you tell us the correct amount you wish to pay. We will then debit the account you specify with the amount of that BPAY Payment. If you instruct us to make a BPAY Payment and you later discover that:

- The amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess
- The amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference
- You do require a complete BPAY payment refund, you can contact Personal Telephone Banking on 132032 or Business Telephone Banking on 132 142

You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

BPAY View

24. What you need to do to use BPAY View

You need to register in order to use BPAY View. Register in Online Banking at www.westpac.com.au. BPAY View is only available from the time we notify you of its availability.

25. If you register with BPAY View

- 25.1** If you register with BPAY View, you agree to our disclosing to Billers nominated by you:
- (a) Such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so) and
 - (b) That an event in clauses 27(b), 27(c), 27(d), 27(e) or 27(f) has occurred.
- 25.2** If you register with BPAY View you agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Online Banking and any link to a bill or statement.
- 25.3** If you register with BPAY View you agree to 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 under (a) above.
- 25.4** You can de-register a Biller at any time. The de-registration is effective immediately, the Biller will be removed from your list and you will no longer receive electronic bills from that Biller.

26. Paper bills and statements

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 cannot receive any email notification of a bill or statement.
- (d) If your email address is incorrect or cannot be found and/or your email is returned to us undelivered.
- (e) If we are aware that you are unable to access your email or our Online Banking or a link to a bill or statement for any reason.
- (f) If any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

27. Notice of bills or statements

- 27.1** 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.
- 27.2** You agree that when using BPAY View if you receive notification on our Online Banking without an email then that bill or statement is received by you:
- (a) When a notification is posted on our Online Banking, whether or not you choose to access our Online Banking; and
 - (b) At our Online Banking
- 27.3** You agree that when using BPAY View, bills and statements delivered to you remain accessible through our Online Banking for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not, however, if you do not use Online Banking for six months we may determine that you are inactive and may delete the bills and statements at any time from that determination
- 27.4** You agree that when using BPAY View you will contact the Biller direct if you have any queries in relation to bills or statements.

28. What you must do

You must:

- Check your emails or our Online Banking at least weekly
- Tell us if your contact details (including email address) change
- Tell us if you are unable to access your email or our Online Banking or a link to a bill or statement for any reason
- Ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available)

29. BPAY Payments

29.1 Stop BPAY Payment

We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.

29.2 Mistake

You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 33 below) when instructing us to make a BPAY

Payment, or if you did not authorise a BPAY Payment that has been made from your account. Clause 34 describes when and how we will arrange for such a BPAY Payment (other than in relation to an underpayment) to be refunded to you.

30. BPAY Biller Cut-off Times

Subject to clause 38 - Cut off Times, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- (a) On the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time on a Business Day; or
- (b) On the next Business Day, if you tell us to make a BPAY Payment after our Payment Cut-Off Time on a Business Day, or on a non-Business Day.

31. Delay in processing

A delay may occur in processing a BPAY Payment where:

- There is a public or bank holiday on the day after you tell us to make a BPAY Payment
- You tell us to make a BPAY Payment either on a day which is not a Business Day or after the Payment Cut-off Time on a Business Day
- Another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme
- A Biller fails to comply with its obligations under the BPAY Scheme

While it is expected that any delay in processing under this agreement for any reason set out in this clause will not continue for more than one Business Day, any such delay may continue for a longer period.

32. Correct details

You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

33. Liability

33.1 Electronic Funds Transfer Code of Conduct (EFT Code)

If under this clause you are liable for an unauthorised or fraudulent payment made on or after 1 April 2002 as a result of a BPAY View billing error and the EFT Code applies, then your liability is limited to the lesser of:

- (a) The amount of that unauthorised or fraudulent payment; and
- (b) The limit (if any) of your liability set out in our Terms and Conditions for Online Banking.

If clause 34.1(b) 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.

33.2 Mistaken payments, unauthorised transactions and fraud

We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must tell us promptly if:

- You become aware of any delays or mistakes in processing your BPAY Payments
- You did not authorise a BPAY Payment that has been made from your account
- You think that you have been fraudulently induced to make a BPAY Payment

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause. However, except as set out in this clause 34 and clause 43, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

33.3 Mistaken payments

If a BPAY Payment 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 Payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that Payment and we cannot recover the amount of that Payment from the person who received it within 20 Business Days of us attempting to do so, you must pay us that amount.

33.4 Unauthorised payments

If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) We can not recover within 20 Business Days of us attempting to do so that amount from the person who received it, and
- (b) The payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

33.5 Fraudulent payments

If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

33.6 Resolution principles

If a BPAY Payment you have made falls within the type described in clause 34.4 and also clause 34.3 or 34.5, then we will apply the principles stated in clause 34.4.

If a BPAY Payment you have made falls within both the types described in clauses 34.3 and 34.5, then we will apply the principles stated in clause 34.5.

33.7 Indemnity

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (a) Did not observe any of your obligations under these Terms and Conditions; or
- (b) Acted negligently or fraudulently in connection with this agreement.

33.8 Biller consent

If you tell us that a BPAY Payment made from your account is unauthorised, you must first 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. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

34. BPAY View billing errors

34.1 For the purposes of this clause 35.1, a BPAY View billing error means any of the following:

(a) If you have successfully registered with 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
- Giving a bill with incorrect details

(b) If your BPAY View deregistration has failed for any reason:

- Giving you a bill if you have unsuccessfully attempted to deregister

34.2 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 which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

34.3 You agree that for the purposes of this clause you are 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 are using at any time to participate in BPAY View.

35. Batch Entry Payments

Batch Entry is a method of making BPAY Payments to one or more billers by compiling and transmitting a computer file to us, which contains payer directions.

35.1 When this may be used

You may make your BPAY Payments with us by a Batch Entry method if we agree that you may do so. A Batch Entry method is only available to a payer making BPAY Payments on its own behalf or a payer that in the ordinary course of its business makes multiple BPAY Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers.

You may only make a Batch Entry payment with us by debiting your credit card account or debit card account held with us (as the case may be).

35.2 Your warranty

If you use a Batch Entry payment method you warrant to us that you make such a BPAY Payment:

- (a) On your own account as payer and not for the benefit of any other person (including an individual, a body corporate, a firm, an unincorporated association or an authority) or as a payer that in the ordinary course of its business makes multiple BPAY Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers; and
- (b) Not to carry on a business of making payments through the BPAY Scheme using Batch Entry payment methods.

35.3 Notice of non-compliance

If you use a Batch Entry payment method you agree to notify us in writing of any non-compliance by you with a term of this agreement in connection with making a Batch Entry payment as soon as practicable after you become aware of the non-compliance.

35.4 Other BPAY Terms and Conditions apply

All other Terms and Conditions set out in these Terms and Conditions apply to Batch Entry payments.

36. Suspension

36.1 We may suspend

We may suspend your right to participate in the BPAY Scheme at any time.

The circumstances in which we may suspend your right to participate are:

- (a) You are in breach of these Terms and Conditions or these Terms and Conditions;
- (b) You or someone acting on your behalf is suspected of engaging in fraudulent conduct; or
- (c) You are engaging in conduct that is in our sole opinion disruptive to the operation of Online Banking and or BPAY.

37. Cut-off times

If you tell us to make a BPAY Payment before the time specified in the box below, it will in most cases be treated as having been made on the same day.

However, the payment may take longer to be credited to a Biller if you tell us to make a Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a Payment as soon as they receive its details.

Cut-off times:

6.00pm Sydney time on a Business Day in New South Wales. Banking Days are Monday to Friday and exclude weekends and NSW public holidays.

38. Payment limits

Payment limits apply to your use of BPAY. Payment limits can vary per biller and can be changed without notice.

29. Tax Payments

For information relating to Tax Payment cut off times refer to the Help Files.

If you do not have sufficient funds in your account on the Business Day in New South Wales before a scheduled payment, then your tax payment will be rejected.

The daily limit for Tax Payments is \$5 million.

40. When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- Advise you of this
- Credit your account with the amount of the BPAY Payment
- Take all reasonable steps to assist you in making the BPAY Payment as quickly as possible

41. Account records

You should check your account records carefully and promptly report to us as soon as you become aware of them any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

42. Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is 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.

We are 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.

43. Privacy

43.1 Disclosure and use of information

In addition to clause 26, if you register to use the BPAY Scheme, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) Such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
- (b) Such of your transactional information as is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller; and
- (c) That an event in clauses 27(b), 27(c), 27(d), 27(e) or 27(f) has occurred.

43.2 Notify us if personal information changes

You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in clause 44.1, as necessary.

43.3 Your right of access

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 Definitions clause 1.

43.4 Consequence if you do not disclose information

If your personal 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.

Please note, the following advice does not form part of your Terms and Conditions. However to ensure your protection when using Westpac Online Banking, Westpac strongly recommends you read the Security advice.

Online Banking Security Advice

At Westpac, we are committed to protecting the privacy and security of our customers. When you use Online Banking, you can be confident that we employ the highest level of security to protect your accounts and personal information.

But there are also simple things you should do to protect yourself from Internet based threats, such as 'Viruses' and 'Keyloggers'. Please familiarise yourself with the following simple security tips, and always abide by them when using Online Banking:

1. Never click on a link in an email to go to your Online Banking sign-in page. Genuine emails from Westpac do not contain any links to our Online Banking. Be aware that fake emails can look quite genuine, appearing as though they are from Westpac and often including Westpac logos
2. Always make sure you have the latest anti-virus and firewall protection on your computer. This must be updated regularly. We recommend you do not use Westpac Online Banking until you are sure your anti-virus protection is up to date
3. Never provide your personal or security details, including customer ID or passwords, in response to any email – even if the email looks like it has come from Westpac or another organisation.
4. Always access Westpac Online Banking by typing www.westpac.com.au into your browser
5. Avoid using Online Banking on shared computers (e.g. at an Internet cafe) as you may be unable to check whether the latest anti-virus has been installed

For further information on security advice and alerts, please visit our Security site, which can be found by clicking on the 'Security' button on the Westpac homepage.

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