

Business Link.

Terms & Conditions.

Dated: 31 October 2018.

Issued by: Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714



200 years
proudly supporting Australia

Business Link - Terms and Conditions.

This document sets out the Terms and Conditions of the use of our online platform (“**Business Link**”). Business Link lets a Buyer and Seller manage purchase orders and make payments in connection with purchase orders.

Please read this document carefully. Your use of Business Link signifies your acceptance to be bound by these Terms and Conditions. Both Buyers and Sellers are bound by these Terms and Conditions.

The information in this document is current as at 31 October 2018 and is subject to change. We may vary these Terms and Conditions and we will provide updated information by giving you notice, as described in clause 7 of Part 2. You can get a paper copy of any updated information without charge by contacting us.

A guide to reading this document.

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 3.

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 us on 132 142 (8am–8pm, Monday–Friday, Sydney time) or your Relationship Manager
- visiting our website www.westpac.com.au
- visiting any of our branches
- writing to us at GPO Box 3433, Sydney NSW 2001
- sending an email to online@westpac.com.au

To report suspected unauthorised access or a security breach in respect of Business Link, or to request your access to Business Link be reactivated, please call us on 132 142 (8am–8pm, Monday–Friday, Sydney time) or your Relationship Manager.

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 number 233714.

Part 1 – Fees and Terms and Conditions.

Section A – Fees and charges for access to, and use, of Business Link.

1 Buyer Fees.

The following fees are payable by the Buyer to Westpac for using Business Link:

FEE TYPE	AMOUNT	
Registration fee	\$0	
Business Link fee	Business Link fee (excluding GST)	1.9% of each Australian dollar amount that is debited to the Card under clause 3.7(b) of Section B
	Plus GST of 10%	0.19%
	Business Link Fee (inclusive of GST)	2.09% of each Australian dollar amount that is debited to the Card under clause 3.7(b) of Section B
	<p>The services of other financial institutions or third party processing institutions may also be used to carry out an International Payment. In many cases, these institutions will impose payment or handling fees and charges and are beyond our control. Westpac will not be liable for any amount deducted by, or payable to, another financial institution involved in carrying out an International Payment.</p> <p>Fees and charges imposed by other financial institutions or third party processing institutions may be deducted from amounts transferred to the Seller. If this occurs, this means that the Seller will receive less than the Payment Amount.</p>	
Card payment processing fee	\$0	
Foreign currency conversion fee	\$0	
Foreign currency conversion cancellation fee	<p>\$0</p> <p>If an International Payment does not proceed for any reason, or a Buyer amends or alters any of the details of that payment, Westpac 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 a Buyer's International Payment rate. This will result in a Buyer's 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. Westpac will pass on to the Buyer any such cost but may, at its discretion, decide to withhold any gains. Westpac will withhold gains if, for example, in its reasonable opinion, the International Payment was not amended or cancelled in good faith by the Buyer.</p> <p>The amount of Australian dollars a Buyer will receive on conversion back into Australian dollars will depend on the prevailing Spot Rate of Exchange at the time Westpac effects a Buyer's cancellation request.</p>	
Tracing fee	<p>We may charge you a tracing fee of \$35 per request.</p> <p>A Buyer may sometimes need to confirm the destination of an International Payment. Westpac can assist a Buyer by tracing the International Payment to confirm if it was deposited to the Seller's account.</p> <p>This service is available by calling us on 132 142 (8am–8pm, Monday–Friday, Sydney time) or your Relationship Manager.</p>	

2 Seller Fees.

The following fees are payable by the Seller to Westpac for using Business Link:

FEE TYPE	AMOUNT
Registration fee	\$0
Transaction fee	<p>\$0</p> <p>Although Westpac does not charge a Seller any transaction fees, a Seller may be charged by other financial institutions or third party processing institutions for receiving an International Payment from a Buyer.</p>
International payment receipt fee	<p>\$0</p> <p>Although Westpac does not charge a Seller for processing an International Payment made by a Buyer to a Seller, the services of other financial institutions or third party processing institutions may be used to carry out an International Payment. In many cases, these institutions will impose payment or handling fees and charges and are beyond our control. Westpac will not be liable for any amount deducted by, or payable to, another financial institution involved in carrying out an International Payment.</p> <p>Fees and charges imposed by other financial institutions or third party processing institutions may be deducted from amounts transferred to the Seller. If this occurs, this means that the Seller will receive less than the Payment Amount.</p>

Section B – Business Link Terms and Conditions.

1 Getting Started.

- 1.1 To access Business Link as a Buyer, a person must:
 - (a) be a resident of, or incorporated in, Australia;
 - (b) have an ABN or ACN;
 - (c) have a Westpac Australian customer number; and
 - (d) be an applicant approved by Westpac to use Business Link.
- 1.2 The Buyer will be able to invite as many Sellers as it likes to complete an online registration process to access Business Link.
- 1.3 To access Business Link as a Seller, a person must:
 - (a) be a resident of, or incorporated in, a country outside of Australia approved by Westpac to use Business Link. These countries are set out on the Business Link website;
 - (b) be invited by a Buyer to use Business Link;
 - (c) not hold a Westpac Australian customer number; and
 - (d) be an applicant approved by Westpac to use Business Link.
- 1.4 In order to be granted full access to Business Link, a Buyer and Seller will be required to accept these Terms and Conditions when the Buyer and Seller signs into Business Link for the first time.
- 1.5 Westpac may, at its discretion, deny a Buyer's or Seller's application to use Business Link for any reason (for example, where a Buyer or Seller does not satisfy Westpac's on-boarding requirements).

2 Management of Purchase Orders.

- 2.1 A Buyer can request through Business Link that a Seller use Business Link in relation to a particular Purchase Order.
- 2.2 If the Seller accepts the request through Business Link:
 - (a) the documents contained in the request and any other documents uploaded by the Seller will be stored on Business Link; and
 - (b) both the Buyer and the Seller may upload further documents at any time relating to a Purchase Order to Business Link.
- 2.3 The Seller may decline the request through Business Link.
- 2.4 Documents uploaded to Business Link may be in English or a language other than English. If a document contains a language other than English, then at least the following details must in the English:
 - (a) the legal name of the Seller and the Buyer;
 - (b) the flag of the vessel that will be used to deliver the goods (if any); and
 - (c) a brief description of the goods or services the subject of the Purchase Order.

3 Payment under a Purchase Order.

- 3.1 A Seller may make one or more separate requests for payment of a Payment Amount under a Purchase Order through Business Link.
- 3.2 To make a claim for a Payment Amount, the Seller must:
 - (a) provide its account details to Westpac at the time of registration;
 - (b) provide the Buyer with evidence, in the form agreed to by the Buyer and Seller, that it has satisfied the Payment Conditions (if any); and
 - (c) submit a Payment Claim through Business Link before the Latest Claim Date.
- 3.3 On receipt of a Payment Claim, a Buyer may:
 - (a) authorise the Payment Claim through Business Link; or
 - (b) dispute the Payment Claim if:
 - (i) the Buyer considers that the Payment Conditions have not been satisfied; or
 - (ii) the Seller is not entitled to receive the Payment Amount.
- 3.4 A Buyer and Seller must resolve any dispute as to payment (or any other dispute) in accordance with the terms of the Purchase Order or documents relating to a Purchase Order (if any). Neither Westpac nor any Third Party Service Provider will:
 - (a) resolve, manage or be in any way involved in the resolution of any Disputed Payment Claim (or any other dispute) between a Buyer and Seller; or
 - (b) be responsible to the Buyer or Seller for any loss to a Buyer or Seller arising under, or in connection with, a Disputed Payment Claim (or any other dispute).
- 3.5 Following resolution of a dispute the Seller must resubmit a Payment Claim in accordance with clause 3.2.
- 3.6 If a Payment Claim is approved under clause 3.3(a), Business Link will generate a Payment Summary which sets out, among other things, a Spot Exchange Rate Quote for the Purchase Order.
- 3.7 If a Payment Summary generated under clause 3.6 is approved by the Buyer during the period that it is current, this will constitute an instruction by the Buyer to Westpac to debit an amount in Australian Dollars to the Card for:
 - (a) any applicable fees and charges for using Business Link (for further details, see section A above); and
 - (b) an amount equal to the Payment Amount to the Card, using the rate set out in the Spot Exchange Rate Quote and to pay the Payment Amount to the Seller's account (as provided by the Seller at registration) as set out, and in accordance with, the Payment Summary.
- 3.8 Westpac will send an email to the Buyer confirming that Westpac has sent an instruction to transfer the Payment Amount to the Seller. The Buyer acknowledges that this does not mean that the Seller has received the funds, only that Westpac has sent the instruction.
- 3.9 If the International Payment is returned by an overseas financial institution, Westpac will credit the Card with the Australian dollar equivalent of the amount received at Westpac's prevailing buying rate of exchange for that currency on the date Westpac credits the Card. The fees and charges paid under clause 3.7(a) are not refundable.

- 3.10 If the International Payment is returned, the Buyer and Seller must agree to another form of payment outside of Business Link.
- 3.11 Westpac is entitled to assume, without qualification, that a person who approves a Payment Summary through a Buyer's Business Link account has the Buyer's authority to do so and that Westpac is entitled to debit a Card in accordance with clause 3.7 above.
- 3.12 The Buyer and the Seller each acknowledge that:
- (a) it may be necessary for Westpac to convert a foreign currency through more than one currency to calculate the Australian dollar value of that foreign currency;
 - (b) the time it takes for the Payment Amount to reach the Seller's account following the Buyer's approval of the Payment Summary depends on a range of factors (some of which are outside of Westpac's control). An indication of the current likely time is given on the Business Link website;
 - (c) delivery of some currencies may be governed by, or subject to certain legal and regulatory requirements and obligations. It is the responsibility of the Buyer and the Seller to ensure that these laws and regulations are complied with and Westpac suggests you seek and obtain your own independent, expert advice in relation to such matters;
 - (d) the Seller may not receive the Payment Amount or may only receive part of the Payment Amount where, for example:
 - (i) the Seller has not correctly registered its account details in Business Link; or
 - (ii) the Buyer has not correctly entered Card details in Business Link or there are insufficient funds on the Card; or
 - (iii) the Seller's financial institution, or any other institution through which the instruction passes, does not make it available to the Seller; or
 - (iv) the Seller's financial institution, or any other institution through which the instruction passes, deducts fees.

Westpac is not liable for the amount that is not received.

- (e) Westpac cannot stop the transfer of a Payment Amount after the instruction has been sent. The Buyer will need to make arrangements with the Seller directly for the return of amounts which it considers should not be received by the Seller; and
- (f) if Westpac stops a payment the Buyer may receive less than the Australia dollar value of the Payment Amount at the date of the Spot Exchange Rate Quote.

4 Service providers.

- 4.1 The Buyer and Seller acknowledge that Westpac may engage Third Party Service Providers to provide the platform and that the providers will have access to all information stored by the Buyer and Seller on the platform.
- 4.2 No Third Party Service Provider will be authorised by Westpac to use information stored by the Buyer and Seller on the platform for any purpose other than in the provision of services relating to Business Link.

5 Representations by Buyer and Seller.

- 5.1 The Buyer represents that:
 - (a) it is a resident of, or incorporated in, Australia, has an ABN or ACN and has a Westpac Australian customer number;
 - (b) it has authority from the holder of a Card to use that card for any amount on Business Link;
 - (c) it has sufficient funds in its account or on a Card to make payments; and
 - (d) the Card details are up-to-date and correct.
- 5.2 The Seller represents that it:
 - (a) is a resident of, or incorporated in, a country outside of Australia approved by Westpac to use Business Link; and
 - (b) does not hold a Westpac Australian customer number.
- 5.3 The Buyer and Seller each represent and warrant (but only in respect of it) that:
 - (a) its use of, and any transactions it conducts on, Business Link does not contravene the laws, including sanctions laws, of Australia (or the laws, including sanctions laws, of any other country);
 - (b) it has obtained all licenses, registrations and satisfied all quota requirements applying to it in its country of residency or incorporation in connection with its use of, and any transactions it conducts on, Business Link;
 - (c) it will not use Business Link to purchase or sell any goods or services that are legally prohibited or restricted in Australia; and
 - (d) all information, documents and notifications which are received or which are recorded on Business Link are genuine, accurate, complete and final and that a confirmation or response that appears to have been provided by a Buyer or Seller was provided by the Buyer and Seller (as applicable) or with the Buyer's or Seller's approval (as applicable).
- 5.4 Westpac is not liable for unauthorised access
- 5.5 A Buyer and Seller must ensure that:
 - (a) its Access Codes are kept secure; and
 - (b) the only people who hold or use its Access Codes are people who are authorised to bind it.

- 5.6 To protect your Access Codes you must:
- (a) try to memorise them;
 - (b) not write, or keep a record of, any of your Access Codes on your computer or mobile phone, even if disguised; and
 - (c) not select as your Password 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.

5.7 Westpac is entitled to assume, without qualification, that a person who uses Business Link ostensibly to do things on a Buyer's or Seller's behalf has the Buyer's or Seller's authority to do so. Anything done by that person will be binding on the Buyer or Seller (as applicable).

5.8 A Buyer and Seller must inform Westpac on the same day after becoming aware or after suspecting that any of its Access Codes have become known to an unauthorised person.

5.9 A Buyer and Seller must comply with any instructions by Westpac which specify Westpac's further requirements regarding Access Codes and Business Link.

6 Our liability is limited.

6.1 Neither Westpac nor any Third Party Service Provider is responsible for the supply of, or payment for, any goods or services under a Purchase Order. Supply of the goods or services will be the sole responsibility of the Seller and payment will be the sole responsibility of the Buyer.

6.2 Subject to the relevant provisions of the Competition and Consumer Act 2010 of Australia (if applicable) and any other rights imposed by law which cannot be excluded by law or by agreement between Westpac and you:

- (a) Neither Westpac nor any Third Party Service Provider makes any representations or warranties, either express or implied, as to the availability, merchantability, fitness for a particular purposes, or otherwise (including as to accuracy, authenticity, currency, availability, completeness or quality) with respect to:
 - (i) any goods or services supplied by a Seller;
 - (ii) any documents uploaded to Business Link;
 - (iii) the services supplied by Westpac or any Third Party Service Provider.
- (b) Neither Westpac nor any Third Party Service Provider makes any representation or warranty, either express or implied, as to any Buyer or Seller that uses Business Link. Westpac recommends that a Buyer and Seller conduct their own checks and obtain their own advice regarding the person with whom they propose to enter into contract with and any other matters relevant to the Purchase Order.
- (c) Westpac and each Third Party Service Provider exclude all liability in contract, tort (except liability arising as a result of gross negligence or fraud by Westpac or a Third Party Service Provider (as the case may be)), relating to or resulting from, your use of Business Link, and for any loss incurred by you directly, or indirectly, including without limitation, as a result of, or arising out of:
 - (i) payments made using the Business Link Payments Service (including, for example payments which may result in an account being overdrawn or where the Seller does not receive some or all of the Payment Amount);

- (ii) the availability, transferability or convertibility of any currency;
- (iii) any unauthorised access to Business Link;
- (iv) any dispute between a Buyer or Seller or any other person;
- (v) any disruption caused by:
 - (A) a malfunction of all, or any part of, Business Link; or
 - (B) any period when all, or any part of, Business Link is unavailable;
- (vi) any loss or corruption of any data stored or held (including, but not limited to, copies of any documents related to a Purchase Order) on Business Link;
- (vii) any transactions that are delayed, blocked, frozen or refused by Westpac;
- (viii) any transactions that are delayed, blocked, frozen or refused by a correspondent financial institution or the Seller's financial institution;
- (ix) any inaccuracy, error or delay in, or omission from, any information provided to you; or
- (x) any delays failures, or inaccuracies in the transmission of any information to you, or any other communications.

6.3 Except where to do so would contravene any law in Australia, in no event will Westpac or any Third Party Service Provider be liable for any indirect, special or consequential loss (including, without limitation, loss of profits or revenues (actual or anticipated), or otherwise resulting from your use of Business Link). Westpac's or any Third Party Service Provider's liability will in any event be limited to the re-supply of the service.

7 You must indemnify us.

You indemnify and keep Westpac and each Third Party Service Provider indemnified against, and must pay Westpac or a Third Party Service Provider on demand against all claims, actions, suits, losses, defaults, liabilities, expenses, costs (including legal costs) and damages that either Westpac or a Third Party Service Provider may incur or suffer arising out of or in connection with your use of Business Link including, without limitation:

- (a) the sale or purchase of any goods or services;
- (b) a claim from a Buyer, a Seller or any other person against either Westpac or a Third Party Service Provider other than for our failure to comply with these Terms and Conditions;
- (c) your failure to comply with any of your obligations under these Terms and Conditions;
- (d) your failure to comply with any law, regulation, directive or sanction;

- (e) any representation or warranty made by you being untrue or misleading whether by omission or otherwise;
 - (f) your failure to pay any charges or fees payable by you under these Terms and Conditions;
 - (g) you becoming insolvent;
 - (h) a Card being used without the authority of its holder or used in a way which was not authorised by that holder;
 - (i) funds charged or debited to a Card not being received by Westpac or which were received but which Westpac was subsequently required to pay back, in each case, for any reason;
 - (j) Westpac or a Third Party Service Provider acting in accordance with, or exercising or enforcing or attempting to enforce our rights in connection with, these Terms and Conditions, including its legal fees on a solicitor and client basis; or
 - (k) Westpac or a Third Party Service Provider acting in good faith on fax, telephone, email, electronic or written instructions purporting to originate from you or your Business Link account.
- 7.2 The indemnity given by you under these Terms and Conditions is a continuing obligation and continues after your access to Business Link is terminated.
- 7.3 It is not necessary for Westpac or a Third Party Service Provider to incur expense or make payment before enforcing the relevant indemnity.
- 7.4 Any payments due or made by you under this clause will be automatically increased by the amount of any GST liability incurred by us in respect of those payments, and you must also pay us that amount when we ask.

8 GST.

We may increase the amount of any fee or other consideration payable by you to us under these Terms and Conditions which has not been specified to include GST by an additional amount so that the total amount payable by you is equal to the original amount plus the amount of any GST liability payable by us on the total amount.

9 Periods where system unavailable.

- 9.1 Not all services and functions offered through Business Link are available at all times.
- 9.2 Business Link may be unavailable due to scheduled outages or due to factors beyond Westpac's control, such as your internet connection.
- 9.3 A Buyer may only receive and accept a Spot Exchange Rate Quote between 7:30 am Monday, Sydney (Australian Eastern Standard Time) and 5:00 pm Friday New York (Eastern Daylight Time).

10 Suspension and Termination.

- 10.1 We may, at our discretion, suspend or terminate your use of Business Link without giving you notice.
- 10.2 You may terminate your use of Business Link at any time by giving us written notice or calling our contact centre.
- 10.3 If your use of Business Link is terminated or suspended all Purchase Orders will be removed from Business Link and the Buyer and Seller must manage the contract outside of Business Link.

11 Severability.

If any part of these Terms and Conditions is prohibited or unenforceable in any jurisdiction, it is ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

12 Set-off.

Westpac may set-off any obligation of any type (whether or not matured) it owes to you against any amount payable by you under any arrangement with Westpac. It need not do so.

If we exercise our right to set-off, we will notify you promptly in writing at the address shown in our records. We need not give you any advance notice.

13 Governing Law and jurisdiction.

These Terms and Conditions will be governed by and interpreted in accordance with the laws of New South Wales and each Buyer and each Seller accepts the non-exclusive jurisdiction of the courts having jurisdiction there.

14 Reasonableness.

We will act fairly and reasonably in accordance with our legitimate business interests in exercising our rights and discretions under these Terms and Conditions.

Part 2 – General Information.

1 The Code of Banking Practice.

This is a self-regulatory Code adopted by us and other banks. The 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 comply with the Code.

Each relevant provision of the Code applies to the product described in these Terms and Conditions. The general descriptive information referred to in the Code (other than information in relation to bank cheques) is set out in these Terms and Conditions. This includes information about:

- (a) account opening procedures;
- (b) our obligations regarding the confidentiality of your information;
- (c) complaint handling procedures;
- (d) the advisability of you informing us promptly when you are in financial difficulty; and
- (e) the advisability of you reading these Terms and Conditions.

The Code will apply to a Buyer. The Code will not apply to a Seller.

2 What can a Buyer do if the Buyer has a problem.

2.1 Buyer complaints

Sometimes a Buyer may want to talk about problems the Buyer is having with us. Fixing these problems is very important to us. We've put in place ways of dealing with issues a Buyer may have quickly and fairly.

2.2 Please talk to us first

We aim to resolve a complaint a Buyer may have at its first point of contact with us. This is our 'Ask Once' promise.

A Buyer can contact us from anywhere in Australia by:

- Phone: Calling 132 142 (8am–8pm, Monday–Friday, Sydney time) or your Relationship Manager
- Email: Go to our website www.westpac.com.au and click on 'Contact Us'.
- Mail: GPO Box 5265, Sydney NSW 2001.

2.3 Buyers can contact our Customer Relations and Support Team

If we can't resolve the complaint at the first point of contact with us, we will escalate it to our Buyer Customer Relations and Support Team.

A Buyer can also contact our Customer Relations and Support Team at:

- Phone: 1300 130 206
- Email: Go to our website www.westpac.com.au and click on 'Contact us' and then click on 'Feedback and Complaints'.

Fax: 1300 655 858

Mail: GPO Box 5265, Sydney NSW 2001.

2.4 What can a Buyer do if the Buyer is still unhappy?

If a Buyer is not satisfied with our response or handling of the Buyer's complaint, the Buyer may be able to lodge the Buyer's complaint with a free, independent external dispute resolution scheme. If the Buyer's complaint is lodged:

- **before 1 November 2018**, you may lodge your complaint with the Financial Ombudsman Service Australia:

Online: www.fos.org.au

Email: info@fos.org.au

Phone: 1800 367 287

Mail: Financial Ombudsman Service Limited
GPO Box 3 Melbourne VIC 3001

- **on or after 1 November 2018**, you may lodge your complaint with the Australian Financial Complaints Authority:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

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

3 What can a Seller do if the Seller has a problem?

If a Seller has a problem, the Seller should tell our Seller Customer Relations and Support Team by email at: sellersupport@businesslink.westpac.com.au.

4 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:

- (a) calling Business Telephone Banking on 132 142;
- (b) asking at any of our branches; or
- (c) visiting the Business Link website; or
- (d) visiting our website at www.westpac.com.au/business

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

- (a) where disclosure is compelled by law;
- (b) where there is a duty to the public to disclose;
- (c) where the interests of the Bank require disclosure; or
- (d) where disclosure is made with your express or implied consent.

5 Communication with you.

We will use your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us on 132 142 or visit any of our branches if you do not wish to receive marketing communications from us.

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

We will identify a Buyer according to the requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1). Pursuant to these requirements Westpac collects information from a Buyer to confirm who the Buyer is before we provide the Buyer with any designated product or service. We also need to verify certain aspects of the information collected from the Buyer.

In order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- (a) transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law, including sanctions law (or the law including sanctions law of any other country);
- (b) 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 Business Link;
- (c) we may from time to time require additional information from you to assist us in the above compliance process; and
- (d) 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 with the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings:

- (e) you will not initiate, engage in or effect a transaction that may be in breach of Australian law, including sanctions law (or the law or sanctions law of any other country); and
- (f) the underlying activity for which your Business Link access is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

7 Changes to Terms and Conditions.

7.1 We may change these terms and conditions at any time and we'll notify you of the changes as described below.

TYPE OF CHANGE	TIME FRAME	METHOD OF NOTIFICATION
New fee or increase to a fee relating solely to your use of Business Link	30 days in advance	Introduce a fee or charge (other than a government charge), electronically In the case of a government charge, through an advertisement in a major newspaper unless the introduction or variation is publicised by a government, government agency or representative body
Any other change to a term or condition	In advance of the date of the change	Electronically

7.2 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 Business Link.

8 Variation.

We may assign our rights and duties under the Term and Conditions to any person without giving prior notice to you. You may not assign your rights and duties under these Terms and Conditions without our prior consent.

9 Contacting you electronically.

You consent to us using your email address:

- (a) to advise you of any enhancement or changes to Business Link, including these Terms and Conditions;
- (b) to send you a document or notification, including for example to tell you the changes are available for viewing within Business Link or on a website; or
- (c) to send you information about other products and services offered by the Westpac Group or its preferred suppliers.

You may also request a paper copy of the information.

10 Updating your contact details.

Email address

- 10.1 You need to keep your email address current. You may update your email address in Business Link. If you don't provide us with a correct email address in Business Link, we may not provide you with access to Business Link because you may not receive important information regarding Business Link from us.
- 10.2 You'll be notified of changes to our records of your email address via email to both your old and new email address.
- 10.3 If you change your email address in Business Link, you will need to separately notify Westpac.

Mobile phone number

- 10.4 We may use your Mobile phone number to send you SMS Codes and any information relevant to Business Link.
- 10.5 If your Mobile phone number changes:
 - (a) a Buyer will need to let us know by changing it in Business Link; and
 - (b) a Seller will need to let us know by contacting the Seller Customer Relations and Support team by email at: sellersupport@businesslink.westpac.com.au
- 10.6 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.
- 10.7 If you change your Mobile phone number in Business Link, you will need to separately notify Westpac.

11 What happens if your other details change?

If your address or other relevant details change, please notify us as soon as possible.

A Buyer can easily do this by

- (a) calling us on 132 142 (8am–8pm, Monday–Friday, Sydney time) or your Relationship Manager; or
- (b) visiting one of our branches.

A Seller can do this by contacting our Seller Customer Relations and Support Team by email at: sellersupport@businesslink.westpac.com.au.

Please note that unless you have given us adequate prior notification of account changes, we cannot be held responsible for any resulting errors or losses.

12 Our Reporting Obligations.

- 12.1 We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.
- 12.2 If you or (where you are an entity) any office bearer* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 658 194 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.
- 12.3 Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.
- 12.4 If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

* Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.

Part 3 – Meaning of words.

Access Code means any one or more of your Password or SMS 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 Business Link and which you are required to keep secret.

Business Link Payments Service means the service provided by Westpac to a Buyer which assists a Buyer to transfer a Payment Amount payable by a Buyer to a Seller in connection with a Purchase Order.

Buyer means a customer of Westpac whose application to use Business Link has been accepted by Westpac.

Card means any scheme supported debit or credit card, the details of which are provided by the Buyer (or its representative).

Disputed Payment Claim means a Payment Claim that is disputed by the Buyer.

International Payment means a payment from a Buyer to a Seller located outside of Australia.

Latest Claim Date means the last date a Seller may submit a Payment Claim for a Purchase Order.

OctetTM means Comcard Investments Pty Ltd (ABN 21 124 475 869) trading as OctetTM, the third-party provider of the platform offered by Westpac.

Password means a confidential alphanumeric containing 6 characters. When used with your login, it gives you access to Business Link.

Payment Amount is any amount payable by the Buyer in connection with the goods or services purchased by a Buyer under a Purchase Order uploaded to Business Link (including, for example, a deposit). The Payment Amount must be denominated in:

- (a) a foreign currency that is supported by Business Link (which Westpac may change at any time – see the Business Link website); and
- (b) the currency in which the Seller requires payment.

Payment Claim means a request submitted by the Seller for payment of the Payment Amount in connection with a Purchase Order.

Payment Conditions means the conditions, as agreed between the Buyer and the Seller and as set out in the Purchase Order or documents relating to the Purchase Order uploaded to Business Link, which the Seller must satisfy before the Seller is entitled to claim payment of a Payment Amount from the Buyer.

Payment Summary means the authorisation given by a Buyer for payment of a Payment Claim and which will, among other things, set out:

- (a) the Payment Amount; and
- (b) the Transaction Fees.

Purchase Order means a contract between a Buyer and Seller formed outside of Business Link for the supply of goods or services by the Seller.

Seller means the person who sells goods or services to a Buyer by using at least some features of Business Link.

SMS Code means an authorisation code sent by “short message service” to a Buyer’s or Seller’s mobile phone to authorise a transaction through Business Link or to confirm a change made to its details.

Spot Exchange Rate Quote means a quote provided to the Buyer indicating the rate at which Westpac will convert Australian dollars into the foreign currency in which the Payment Amount is denominated.

Third Party Service Provider means OctetTM and any other person engaged by Westpac to provide the platform or any part of the services made available on the platform.

Transaction Fees means the fees payable by the Buyer to Westpac for using Business Link plus any GST as set out in the Payment Summary.

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

Westpac Group means Westpac Banking Corporation ABN 33 007 457 141 and its related bodies corporate and any of their officers, employees, contractors or agents.

You and your means the Buyer or Seller, as applicable, that accesses Business Link.