

QuickService

Terms and Conditions.



Effective date: 9 November 2023



Important information

These Terms and Conditions, together with any other supplementary terms and conditions or notice we give you, form the governing terms of QuickService. Terms and conditions specific to your accounts or services accessible via QuickService may also apply. You should carefully read and consider these documents before making a decision about whether or not this product is suitable for you.

Unless we advise you otherwise, QuickService is provided to you by:

Westpac Banking Corporation
275 Kent Street
Sydney NSW 2000
Australian Financial Services Licence No. 233714

If there's anything in this document that you would like to know more about, please contact your Westpac representative.

Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register by visiting accesshub.gov.au/about-the-nrs

Visit westpac.com.au/web-accessibility for further information on our accessible products and services for people with disability.

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1. Introduction

1.1 What is QuickService?

QuickService is a secure online service platform, specifically designed for major corporations and government bodies to allow them to initiate and track a range of Service Requests at any time.

Features:

- Available 24 hours a day, 7 days a week.
- Service Requests are received by Westpac in real time.
- View the status of your Service Requests at any time.
- Pre-populated electronic forms – covering numerous requests such as Bank Cheques, transaction enquiries and Commercial Cards.

2. Before you use QuickService

2.1 Technology requirements.

To ensure the highest level of security and to optimise your QuickService experience, we recommend you access QuickService using the browser and connectivity requirements that have been outlined in your welcome email. You must take all reasonable steps to ensure that staff who access QuickService are adequately skilled to operate QuickService.

2.2 Set up Administrators.

You must nominate at least one (1) Administrator who will be responsible for the administration of your online QuickService portal, including establishing, editing and disabling Users and resetting Passwords.

You must provide us with written instruction if you wish to change the Administrator(s).

2.3 Set up Users.

In order for a new User to be fully activated, the User must be created and fully authorised by an Administrator. Authority levels assigned to individual Users can be limited by the Administrator against a specific set of criteria defined by QuickService.

You must notify us immediately if you wish to add, or change, Users. We will act upon any Instructions given by an Administrator unless Westpac employees or agents with direct responsibility for acting on Instructions or managing the processing of Instructions are aware of facts that provide reasonable grounds to suspect that an instruction or notification is not authorised by a User or Administrator. If any functionality needs to be changed for a specific User, the Administrator must address this requirement on an individual User basis.

We reserve the right to suspend a User's access if we have reasonable grounds to suspect that verification has not been conducted in accordance with our requirements.

3. QuickService Usage

By using the QuickService portal you agree to comply with the Terms and Conditions and the requirements outlined in the QuickService Customer User Guide ('the Guide'). The Guide can be located via a link on the QuickService portal.

You must take reasonable steps to ensure each Administrator and User also reads the Guide.

4. QuickService availability

Access to QuickService is provided via QuickService.westpac.com.au/LoginView.

We may vary the access hours from time to time, and, where possible, notification will be provided in advance via our communication board on the QuickService corporate forms site. We will not be responsible for providing access outside of these hours.

If QuickService is unavailable due to operational disruptions, Westpac will accept requests via email or mail until the service is restored.

It is your responsibility to use alternative means of effecting Service Requests, providing Instructions and obtaining Account Information if for any reason, including a failure on our part, you are unable to use or access QuickService.

4.1 General use of the QuickService portal.

You acknowledge that other than for the purpose of using the QuickService portal in accordance with the Guide or other instructions on the site, you must not modify, adapt, delete or replace any pages, material or other data on, or accessible from, the QuickService portal or link or append any material or other data to the site, or data contained on it.

5. Account information available on QuickService

5.1 Westpac Account Information.

We will attempt to make Account Information available to you as soon as possible. Access to Westpac domestic and foreign currency Account Information contained within a Service Request will be available from the time set out in the Guide via QuickService.

5.2 Accuracy of Account Information.

We make no guarantees that the Account Information contained in a Service Request provided onscreen is accurate at the time you are viewing it. This information is subject to the quality of information submitted within a Service Request by the customer or Westpac representative. All comments contained within QuickService are dated and time stamped for quality control purposes.

5.3 Storage and back up of Account Information.

You acknowledge that Account Information contained within a Service Request will only be stored on QuickService for a period of five (5) years and thereafter archived for a further two (2) years.

Account Information contained in a Service Request will not be available in the online formats (e.g. export formats) once five (5) years have elapsed.

6. Receiving instructions and submitting service requests

6.1 Instructions.

We are not obliged to accept your Instructions or to enter into Service Requests (a request submitted through the QuickService portal) with you that does not comply with the Agreement. Instructions that are not correctly created and/or authorised may not be processed. We may refuse to accept Instructions or requests to effect Service Requests from Users who have insufficient access assigned to them if your Users are not available to complete the task. Should this occur, you will be required to complete the Instruction or Service Request again.

You represent and warrant to Westpac that:

- the Administrators and Users have been legally appointed in the capacity stated in the relevant Instruction; and
- the Administrators and Users providing Instructions have the power and authority to give their Instruction on your behalf, and to bind you in accordance with their Instruction.

6.2 Deemed authority.

You agree that:

- (a) We are authorised to act upon all Instructions and requests to effect Service Requests given through QuickService using your login;
- (b) We are authorised to treat any Service Request effected through QuickService by the use of your login as a Service Request

that is undertaken with your authority without us being required to verify your authority in any case;

- (c) We are not required to check the accuracy of any Instructions, requests to effect Service Requests or notifications; and
- (d) In consideration of us so acting you release us from all actions, suits, proceedings, claims, costs and demands that may be made, brought or incurred by or against us arising from any unauthorised or incorrect Instructions or requests to effect Service Requests.

6.3 Providing incorrect information.

If we provide information in relation to a Transaction that is clearly incorrect (e.g. an incorrect amount for a bank cheque request), you must notify us as soon as practicable of the error. You must not seek to enter into a Service Request based on that information. If you enter into a Service Request based on that incorrect information, upon becoming aware of that error we may immediately cancel the Service Request.

You must ensure all information you input into QuickService is correct before you provide your Instructions.

We are not liable for any failure on your part either to follow procedures correctly or to input correct information into QuickService.

7. Unauthorised access of QuickService

Anyone with a Password can access QuickService, so you must ensure that you protect your QuickService login and Password.

Users must only access the QuickService site using appropriate login. We are entitled to act on the advice of the Administrators as conclusive evidence that a User received the login and we are not obliged to take any further steps to confirm this.

7.1 Changing Access Codes and logins.

Users must change their Password in accordance with the Guide.

The system is configured to 'suspend' Users who fail to login after five (5) attempts. Administrators are authorised to issue a new temporary Password.

In the event that there are not sufficient Administrators available to complete the task, the User can contact their Westpac representative. The User will be provided with a temporary Password which they will be prompted to change when they sign in again.

The system will automatically 'time out' each QuickService session after a set period of inactivity.

7.2 User responsibilities.

Maintaining security is important, as you may be liable for operations on your Account where your Access Code has been used.

Extreme caution should always be exercised when using public computers (e.g. at cybercafés) for any purpose. There are also a number of steps your organisation should take to protect its computers, systems and networks. Please see the Guide for details.

7.3 Protecting your Password.

You must keep all elements of your Password secure and protected from unauthorised use. Once we provide a Password to you, we will not be obliged in any circumstances to enquire whether an act done using that Password in connection with QuickService is a proper act in accordance with your authority.

Your Administrator must ensure that each User is made aware of their security obligations relating to Passwords in the Guide.

7.4 Notice of loss or theft of Password.

If you become aware of the loss or theft of a record of any element of your Password, if you suspect that any of your Password has become known to someone else who is not authorised to use them, or if you otherwise suspect any unauthorised access you must ensure that:

- the Password is changed, and
- you notify your Westpac representative immediately.

If you fail to inform us of the loss, theft or breach of security of your User name and Password then you will be liable for any resulting loss.

7.5 Privacy Statement (for individuals whose personal information may be collected - in this clause referred to as 'you').

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at westpac.com.au/privacy/privacy-statement or by calling us through your relationship manager or Westpac representative. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our

Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

7.6 Privacy Obligations.

This clause applies if personal information (including of any staff or authorised users of the Service) is provided to Westpac by or on behalf of the Client or collected directly by Westpac in relation to any Service (Services PI).

With respect to Services PI, in addition to complying with its own obligations under the Privacy Act, the Client must:

- (a) take reasonable steps to notify (or, if requested, assist Westpac to notify) each individual whose personal information may be collected by or provided to Westpac that Westpac will collect, use and disclose Services PI in accordance with the Westpac Privacy Statement, which can be found at westpac.com.au/privacy/privacy-statement or obtained by contacting your Relationship Manager or Westpac representative;
- (b) with respect to any incident or data breach involving Services PI:
 - (i) immediately notify Westpac in writing to your Relationship Manager; or
 - (ii) provide such assistance as Westpac may reasonably request, or comply with any reasonable direction Westpac may give, regarding notification or resolution of any incident or data breach (however arising).

To the extent that it applies, the Client must comply with the *Privacy Act 1988* (Cth) in relation to any personal information it provides to Westpac in connection with this Agreement, and if the Client engages in activities in a jurisdiction other than Australia, it must comply also with the applicable privacy laws in that jurisdiction.

7.7 Anti-Money Laundering, Counter-Terrorism Financing and Economic and Trade Sanctions Obligations.

To meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing), or to manage associated risk, we may delay, block, or refuse a Service Request and/or a Transaction or block or suspend your access (or a User's or Administrator's access) to QuickService.

These measures may be taken where we have reasonable grounds to believe that:

- a Service Request, a Transaction or your use (or a User's or an Administrator's use) of an

underlying product breaches Australian law or sanctions (or the law or sanctions of any other country); or

- a Service Request, a Transaction, or your use (or a User's or an Administrator's use) of an underlying product involves or relates to a payment to, from or through a Sanctioned Jurisdiction; or
- your QuickService account or any underlying product is being used fraudulently or in a way that might cause you or us to lose money; or
- you, a User, or an Administrator may be accessing or using QuickService or an underlying product in a Sanctioned Jurisdiction; or
- you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need to investigate the Service Request, Transaction, your use (or a User's or an Administrator's use) of QuickService or your use of an underlying product. Westpac and its correspondents are not liable for any loss you, a User or an Administrator suffer howsoever caused in connection with an underlying product or QuickService.

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

- you, a User or an Administrator will not initiate, engage in or effect a Service Request and/or Transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country) or that involves or relates to a payment to, from or through a Sanctioned Jurisdiction;
- you, a User or an Administrator will not access or use QuickService in a Sanctioned Jurisdiction; and
- the underlying activity for which QuickService is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

7.8 Obligation to Notify.

You undertake to advise Westpac as soon as practicable if the authorisation or nomination of any User or Administrator is revoked or the individual ceases to be your employee.

7.9 Waiver.

No delay, neglect or forbearance by either party in enforcing its rights at law or any provision of this Agreement against the other party shall be a waiver or in any way prejudice any right of either party, unless expressly stated in writing.

7.10 Severability.

If any part of this Agreement is void, voidable or unenforceable then that part of this Agreement is severed from this Agreement and the remainder will continue to be enforceable.

7.11 Assignment.

You may not assign your rights and obligations under this Agreement without first obtaining our written consent, which must not be unreasonably withheld.

7.12 Liability.

A. Limitation.

You acknowledge that QuickService may malfunction or become temporarily unavailable due to a computer malfunction or network congestion. We will have in place reasonable procedures to avoid unintended interruption of QuickService. We will have the right to suspend the service at any time to perform certain administrative tasks and scheduled maintenance and if, in our opinion, a serious threat is posed to any part of the system supporting QuickService. We will use reasonable endeavours to notify you in advance via the QuickService Portal where maintenance is scheduled.

B. Liability and indemnity.

Subject to any express or implied rights that cannot under applicable laws be excluded by agreement between the parties:

- (a) We make no warranties, either express or implied, as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to the goods or services supplied under this Agreement; and
- (b) We will not be liable for any Loss incurred by you directly or indirectly in connection with your use of QuickService as a result of or arising out of:
 - (i) any delays, failures or inaccuracies in the transmission of any information to you, transmission of your Instructions or any other communications that was not caused or contributed to by us; and
 - (ii) any Loss or liability arising from the acts or omissions or fraud of third parties or your agents and employees, such as your computer systems, internet service provider (ISPs) and other service providers, including other parties involved in processing Instructions or payments.

Except where to do so would contravene any law or make any part of this clause void or unenforceable, in no event shall either party be liable for any indirect, special or consequential Loss (including, without limitation loss of profits or revenues) whether arising in contract, tort (including negligence) or otherwise resulting from the other party's use of QuickService. Our liability shall in any event be limited to the re-supply of the service.

You indemnify us and all of our employees, agents, related parties and associates for and against any Loss to the extent that the Loss is not caused by any fraud, wilful misconduct or negligence on the part of us or any person acting on our behalf:

- (a) incurred as a result of your use or your User's use of QuickService otherwise than in accordance with this Agreement, us relying upon and acting in accordance with any Instruction provided by you or where your Access Code is used (whether by electronic communication or otherwise), your failure to settle any Service Request and/or Transaction by the due date or because you did not observe any of your obligations under this Agreement; and
- (b) suffered due to any claim, demand or action of any kind brought against us or incurred by us because you or your User acted negligently or fraudulently in connection with this Agreement.

7.13 Termination.

Except to the extent otherwise permitted by law, if you:

- (a) become Insolvent; or
- (b) otherwise fail to perform or observe any obligation under this Agreement and fail to remedy such breach within 30 days of receipt of a written notice from us requiring such breach to be remedied; or
- (c) are involved, or we suspect, on reasonable grounds, that you are involved, in any fraudulent activity or misuse of QuickService; or
- (d) you have not accessed your QuickService for a period of more than 13 months and do not respond to us within 14 days of receipt of a written notice from us advising of our intention to terminate this Agreement;

we are entitled to immediately terminate this Agreement by notifying you in writing or by ceasing to provide QuickService to you. Where commercially practicable, we will provide reasonable notice of our intention to terminate, but in some circumstances we may need to act without notice.

A. Termination by either party.

Either party may terminate the entire Agreement by providing thirty (30) days' written notice to the other party.

B. Continuing rights.

Termination will not affect your right or our right to take action for breaches that have occurred before termination, including our right to recover fees from you.

C. Return of Access Codes.

Upon termination you must:

- (a) immediately cease to use QuickService; and
- (b) immediately destroy all other elements of the login and Password and all records of logins and Passwords.

D. Suspension or termination of access by Users and or Administrators.

We may suspend (lock) or terminate (delete) Users' and/or an Administrator's access to QuickService without giving you notice where we reasonably believe their access should be suspended or terminated. This includes where:

- (a) they have engaged in unsatisfactory conduct, and/or we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country), to comply with our regulatory and compliance obligations or to manage associated risk;
- (b) we reasonably believe that there is a risk of fraud or security breach;
- (c) where they have not accessed QuickService for a period of 13 months or more; or
- (d) where we reasonably suspect that they are residing in, or accessing QuickService in, a Sanctioned Jurisdiction.

If a User or an Administrator is travelling to a Sanctioned Jurisdiction, we may without giving you notice restrict or suspend their access to QuickService while they are in that jurisdiction.

7.14 Governing Law.

Unless we advise you otherwise, this Agreement is to be governed and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts in New South Wales.

8. General Provisions

8.1 Changes to Terms and Conditions.

We may change the Terms and Conditions that apply to QuickService at any time and will notify you at least thirty (30) days in advance of any changes in writing via the QuickService Portal.

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, or where you cannot reasonably be located.

8.2 Electronic communication to you and communicating with us.

By 'electronic' or 'electronically', we mean:

- electronic communication to your nominated electronic address (i.e. email address); or
- making particulars of changes available on our website (and which are also accessible from the QuickService Portal); or
- providing notification on the QuickService Portal.

We may use your email address to advise you of an enhancement or change to QuickService which may alter our delivery of, or your ability to use QuickService. We may also use your email address to send regular communications to advise of system down times and system upgrades. You need to keep your email address current. You may update your email address by advising your Westpac representative.

8.3 Changes to the Guide.

We will make the Guide available within the QuickService portal. The Guide contains rules and manuals in which Instructions must be given, the times during which Instructions may be affected and other relevant information to Users. We may vary the Guide from time to time therefore we recommend that Users read the Guide on a regular basis.

8.4 What happens if your details change?

Please notify us promptly of any changes to your name, authorised signatories, or your contact details. If you need to make any changes, all requests need to be made in writing at least three (3) Business Days before the required change is to take effect. Such changes need to be made online (where possible) or through your Westpac representative. We will not be responsible for any errors or losses associated with this facility where we have not received adequate prior notice.

8.5 Banking Code of Practice ('Banking Code') – Australia.

Westpac has adopted the Australian Banking Association Banking Code of Practice 2019 (Banking Code). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.

If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and prevail to the extent of any inconsistency with, these terms and conditions.

You can obtain a copy of the Banking Code from our website westpac.com.au, your Westpac representative or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you.

8.6 What to do if you have a problem or dispute.

8.6.1 Our service approach.

If you have any problems with the service 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 expectations, 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.

8.6.2 If you have a complaint.

It is your responsibility to, firstly, notify us of the situation. So please raise your complaint with any of the people handling your banking. You can contact us 24 hours a day, 7 days a week from anywhere in Australia by:

Phone: 1300 130 467

Mail: Westpac Customer Solutions
Reply Paid 5265, Sydney NSW 2001

For further information go to our website, westpac.com.au and search 'Feedback and Complaints'.

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

Step 1 – Let you know who is handling your complaint.

Step 2 – Keep you informed of what is happening.

Step 3 – Aim to resolve your complaint within 5 working days.

8.6.3 If you are not satisfied with our response.

You may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA's contact details are:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

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

9. Definitions

Access Code means the Customer Number, Password that we provide to you and your Users from time to time, that enables you to gain access to or use QuickService.

Account means any eligible account for access via QuickService.

Account Information means any details (including but not limited to balance, transactions, interest, fees and charges) of an Account either displayed or made available via a QuickService request.

Administrator means the person or persons you authorise, amongst other things, to:

- identify, add, amend and delete Users; and
- reset Passwords, lock and unlock Users.

Where this functionality is not available, Westpac will perform these functions.

Agreement includes these Terms and Conditions and the Guide.

Authoriser is a User whose authority level allows them to authorise a task performed by a User within QuickService.

Business Day means a day other than a Saturday or Sunday or a public holiday or bank holiday at the place where an act is to be done or may be done.

Creator is a User whose authority level allows them to perform a task within QuickService.

Customer Number means an eight-digit number given to you by us, which forms part of your Access Code.

Insolvent means, unless we advise you otherwise in supplementary terms and conditions, an insolvent or an insolvent under administration (each as defined in the *Corporations Act 2001* (Cth)), a bankrupt, having a receiver, receiver and manager or administrator, official assignee or statutory manager appointed, in liquidation or provisional liquidation, being wound up or dissolved or subject to any arrangement or composition.

Instruction means an instruction that you give us using QuickService in accordance with the Guide.

Loss includes, without limitation, any expense, costs, liability, claims, damages, fees, taxes, duties, penalties, interest, legal costs (on a full indemnity basis), judgment, direct loss.

Password means a confidential alphanumeric password containing between eight and fourteen characters. It must consist of at least one letter and one number. This forms part of your Access Code.

Sanctioned Jurisdiction means a jurisdiction listed at westpac.com.au/osaccess.

Service Request means a request for service submitted through the QuickService portal.

Transaction means any transaction whereby, using QuickService, you instruct and authorise us to carry out a transaction.

User means a person nominated by the Administrators to access QuickService for viewing, entering or authorising Transactions. A User may be a Creator, Authoriser, or Creator and Authoriser.

the Guide means the QuickService Customer User Guide documentation which clearly outlines how to use QuickService and can be amended from time to time. The Guide is available via a link within the QuickService portal. To the extent of any inconsistency with these Terms and Conditions, these Terms and Conditions will apply.

Westpac Group means Westpac and its related companies.

Westpac Website means the website notified by us to you which can be accessed via QuickService.

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

You, your means you, the other party to this Agreement with us, and where the context requires, includes any person using a Password to access QuickService.

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

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