



# QUICKSERVICE TERMS AND CONDITIONS

Effective as at 19 September 2014  
Australia

 **estpac**

**Institutional  
Bank**

## 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, simply contact us in one of the following ways:

- Contact your Westpac representative
- Contact QuickService Support during business hours on Business Days on:
  - 1300 366 061 (from Australia)
  - + 61 2 9767 4750 (from overseas).

# CONTENTS

<b>Important information</b> .....	<b>2</b>
<b>Contents</b> .....	<b>3</b>
<b>1. Introduction</b> .....	<b>5</b>
1.1. What is QuickService? .....	5
<b>2. Before you use QuickService</b> .....	<b>5</b>
2.1. Technology requirements .....	5
2.2. Set up Administrators .....	5
2.3. Set up Users .....	5
<b>3. QuickService usage</b> .....	<b>6</b>
<b>4. QuickService availability</b> .....	<b>6</b>
4.1. General use of the QuickService portal .....	6
<b>5. Account Information available on QuickService</b> .....	<b>6</b>
5.1. Westpac Account Information .....	6
5.2. Accuracy of Account Information .....	6
5.3. Storage and back up of Account Information .....	7
<b>6. Receiving Instructions and submitting Service Requests</b> .....	<b>7</b>
6.1. Instructions .....	7
6.2. Deemed authority .....	7
6.3. Providing incorrect information .....	7
<b>7. Unauthorised access of QuickService</b> .....	<b>8</b>
7.1. Changing Access Codes and logins .....	8
7.2. User responsibilities .....	8
7.3. Protecting your Password .....	8
7.4. Notice of loss or theft of Password .....	9
7.5. Privacy Statement .....	9
7.6. Anti-Money Laundering, Counter-Terrorism Financing and Economic and Trade Sanctions Obligations .....	10
7.7. Our criteria for the nomination of a Verifying Officer(s) and signatories for products serviced within QuickService .....	10
7.8. Waiver .....	10
7.9. Severability .....	10
7.10. Survival .....	11
7.11. Assignment .....	11
7.12. Liability .....	11
7.13. Termination .....	12
7.14. Governing Law .....	13

<b>8. General provisions .....</b>	<b>13</b>
8.1. Changes to Terms and Conditions.....	13
8.2. Electronic communication to you and communicating with us .....	13
8.3. Changes to the Guide .....	13
8.4. What happens if your details change? .....	13
8.5. Code of Banking Practice ('Code') - Australia .....	14
8.6. If you have a problem or dispute.....	14
<b>9. Definitions .....</b>	<b>15</b>

# 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 24x7.
- Service Requests are received by your Client Enquiry Manager in real time.
- View the status of your Service Requests at any time.
- Pre-populated electronic forms - covering numerous requests such as Cheque Cashing Authority, Bank Cheques, Commercial Cards, Payment Processing Service (PPS) Amendments & Cancellations.
- Covers approximately 40 products with up to 220 options for service.

# 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 e-mail.

## 2.2. Set up Administrators

You must nominate up to two (2) Administrators who will be responsible for the administration of your online QuickService portal, including establishing, editing and disabling Users and resetting Passwords.

## 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 individuals can be limited by your 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. We will be entitled to act on the Instruction or on notification by the Administrators. If any functionality needs to be changed for a specific User, the Administrators must address this requirement on an individual User (signatories and Verifying Officers) basis.

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

If you wish to change the Administrators, you must provide us with written instructions.

### 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.

If you use QuickService to view/amend corporate or business Accounts, we reserve the right to remove any Account from QuickService that we consider to be a personal account.

### 4. QUICKSERVICE AVAILABILITY

Access to QuickService is provided via [quickservice.westpac.com.au/LoginView](https://quickservice.westpac.com.au/LoginView). We are entitled to vary the access hours from time to time, and notification will be provided via our communication board on the QuickService corporate forms site. We will not be responsible for providing access outside these hours.

If QuickService is unavailable due to operational disruptions, Westpac will accept requests via fax, 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 Guides 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

Access to Westpac domestic and foreign currency Account Information contained within a Service Request will be visible 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 fifteen (15) months and archived for seven (7) years. Account Information contained in a Service Request will not be available in the online formats (e.g. export formats) once fifteen (15) months has expired.

## **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.

Administrators represent and warrant to Westpac that:

- the Users have been legally appointed in the capacity stated in the relevant Instruction; and
- the 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 shall 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 you or 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. The Administrators have access 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**

User responsibilities to ensuring security are:

- Always sign out to prevent unauthorised persons from assuming your identity and gaining access to QuickService.
- Never reveal Password details to anyone.
- Ensure that all Users of QuickService protect their Password.
- Notify us of a change to personal details.

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 us 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**

### **7.5.1 Personal information**

In order to process an application for a product or service for you or for a company of which you are a representative or signatory, or to provide or manage the provision of that product or service, we may collect personal information about you from you or that company. We may also use your personal information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business.

If you do not provide all the information we request, we may need to reject that application or we may no longer be able to provide that product or service.

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf, and other organisations that assist us with our business.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy.

Our privacy policy is available at [westpac.com.au](http://westpac.com.au) or by calling 132 032. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy
- code and how we will deal with your complaint;
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

### **7.5.2 Other acknowledgements and consents**

We may confirm the details of the information provided in this application.

Where you have provided information about another individual, you must make them aware of that fact and the contents of this Privacy Statement.

We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. You should call us on 132 032 or visit any of our branches if you do not wish to receive marketing communications from us.

## **7.6. Anti-Money Laundering, Counter-Terrorism Financing and Economic and Trade Sanctions Obligations**

Please be advised that in order for Westpac to meet its regulatory and compliance obligations, we perform levels of control and monitoring. You should be aware that:

- requests may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach a law or sanction of any country;
- where requests are delayed or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with QuickService;
- we may from time to time require additional information from you to assist us in the above compliance process; and
- 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:

- (a) you will not initiate, engage in or effect a transaction that may be in breach of a law or sanction of any country; and
- (b) the underlying activity/product for which QuickService is being provided does not breach any law or sanction of any country.

## **7.7 Our criteria for the nomination of a Verifying Officer(s) and signatories for products serviced within QuickService**

Under Australia's Anti-Money Laundering and Counter-Terrorism Financing legislation, certain entities can nominate individuals to be a Verifying Officer for products serviced within QuickService. Westpac's criteria for the appointment of Verifying Officers and signatories will apply when you nominate to establish products requiring these roles and will be administered in accordance with roles and responsibilities outlined in the set up of such products. Products include: HVC Commercial cards and Direct Entry.

You and the Administrators undertake to advise Westpac as soon as practicable if the authorisation/nomination of the Administrators/Verifying Officers is revoked or the individual ceases to be your employee.

## **7.8 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.

## **7.9 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.

## **7.10 Survival**

All representations and warranties in this Agreement survive the execution and delivery of this Agreement.

## **7.11 Assignment**

You may not assign your rights and obligations under this Agreement without first obtaining our written consent.

## **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.

### **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 exclude all liability in contract, tort (including negligence) or otherwise relating to or resulting from use of QuickService and for any Loss incurred by you directly or indirectly including, without limitation, as a result of or arising out of:
  - (i) any inaccuracy, error or delay in or omission from any information provided to you under this Agreement;
  - (ii) any delays, failures or inaccuracies in the transmission of any information to you, transmission of your Instructions or any other communications; and
  - (iii) 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 we 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 your 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:

- (a) incurred as a result of your use or your Users of QuickService, 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, arising directly or indirectly, because you or your User acted negligently or fraudulently in connection with this Agreement.

### **7.13. Termination**

If you:

- (a) become Insolvent;
- (b) otherwise fail to perform or observe any obligation under this Agreement; or
- (c) are involved, or we suspect that you are involved, in any fraudulent activity or misuse of QuickService; we are entitled to immediately terminate this Agreement either by notifying you in writing or by ceasing to provide QuickService to you.

#### **A. Termination by either party**

Either party may terminate the entire Agreement by 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.

### **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 of any changes.

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”, we mean:

- electronic communication to your nominated electronic address (i.e. e-mail address); or
- making particulars of changes available on our website and sending to your nominated electronic address.

We may use your e-mail 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 e-mail address to send regular communications to advise of system down times and system upgrades. You need to keep your e-mail address current. You may update your e-mail address by advising your Westpac customer manager.

### **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. Code of Banking Practice ('Code') - Australia

The Australian self-regulatory Code has been adopted and is complied with by Westpac operating in Australia. The Code sets standards of good banking practice for banks to follow.

## 8.6. If you have a problem or dispute

### A. Our service approach

If you have any problems or disputes with the service we provide, we would like to hear about them. Fixing concerns is very important to us.

### B. Please talk to us first

For complaints, we will aim to resolve the matter when you first contact us. Your first point of contact would be your Westpac representative.

You can also contact us 24 hours a day, 7 days a week from anywhere in Australia via:

<b>Phone</b>	1300 655 467
<b>Email</b> ( <i>via our website</i> )	<a href="http://www.westpac.com.au">www.westpac.com.au</a> and click on 'Contact Us'
<b>Fax</b>	1300 655 856
<b>Mail</b>	Customer Relations and Support Team Westpac Banking Corporation GPO Box 5265 Sydney NSW 2001

### C. If we can't resolve things together

If you remain dissatisfied with the outcome, and you would like an independent review, you can refer it to a number of organisations including:

<b>Mail</b>	Financial Ombudsman Service GPO Box 3 Melbourne VIC 3001
<b>Phone</b>	1300 780 808
<b>Internet</b>	<a href="http://www.fos.org.au">www.fos.org.au</a>
<b>Email</b>	<a href="mailto:info@fos.org.au">info@fos.org.au</a>

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

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

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

## 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, consequential, special or indirect 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.

**QuickService Support** means the QuickService support team which can be contacted during business hours on Business Days on the following telephone numbers:

- 1300 366 061 (from Australia)
- + 61 2 9767 4750 (from overseas).

**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.