

Westpac One Terms & Conditions

ABN 33 007 457 141 AFSL and Australian credit licence 233714.

Effective date: October 2025



Accessibility support.

If you are deaf, hard of hearing, or have speech/communication difficulty, you can message us within the Westpac App or communicate with us using the [National Relay Service](#).

If English is not your preferred language, contact us and a banker can arrange a language interpreter.

Visit [Westpac Access and Inclusion](#) for further information on our more accessible products and services for people with disability, who are neurodivergent or where English is not your preferred language.

How to read this W1 Agreement.

1. Start with the Overview

Read the summary of what W1 (Westpac One) is, who the parties are, and the key features of the platform.

2. Use the Table of Contents

Navigate quickly using the table of contents to find the clauses you need.

3. Understand Key Roles

Customer: the organisation using W1.

User: an individual authorised to use W1.

Administrator: manages Users and access.

Verifying Officer: verifies User identities.

4. Focus on What you Can Do

Clauses 4–5 for managing access, entitlements and instructions.

5. Know your Responsibilities

Clause 6 covers technology, security, and compliance.

6. Check How Changes Work

Clause 8 explains how Westpac may change W1 and this W1 Agreement.

7. Check Privacy and Confidentiality

Clause 9 details how information is handled.

8. Review Liability and Termination Clauses

Clauses 11 and 12 outline what happens if things go wrong or the agreement ends.

9. Concerns and Disputes

If you have concerns or a dispute, refer to clause 23 on how to raise the matter with Westpac.

10. Definitions

The final section defines important terms.

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1. W1 Agreement

Your commitments.

- 1.1 This W1 Agreement is a contract between you (the Customer) and us (Westpac Banking Corporation) which governs the terms and conditions of your access to, and use of, W1, for the Term.
 - 1.2 In this W1 Agreement, the term:
 - 1.2.1 “you”, “your”, or “yours” means the Customer; and
 - 1.2.2 “us”, “we”, “our”, or “ourselves” means Westpac.
 - 1.3 You agree with us that, to the extent permitted by law, you:
 - 1.3.1 are responsible for all actions and any inactions or omissions of your Representatives; and
 - 1.3.2 will ensure that your Representatives:
 - 1.3.2.1 understand this W1 Agreement; and
 - 1.3.2.2 comply with this W1 Agreement,
- in connection with the roles and responsibilities of your Representatives in the performance of your obligations under this W1 Agreement.

2. What is the W1 Platform (W1)?

- 2.1 W1 is a multi-channel digital interface that can enable you to communicate with us about, and access, certain products and services you receive from us. The features and functionality in W1 may include dashboards, account information and/or functionality for providing us with Instructions about payments.
- 2.2 We will provide you with access to W1 in accordance with this W1 Agreement and any technical requirements in the W1 User Guide.

3. Your access to W1

Fees.

- 3.1 Unless we notify you otherwise in accordance with clause 8.3.3 of this W1 Agreement, we will not charge you any Fees for W1.

Systems and system documentation.

- 3.2 You acknowledge to us that, in W1:
 - 3.2.1 you may have access to Systems; and
 - 3.2.2 System Documentation will apply to Systems that you access via W1, unless:
 - 3.2.2.1 this W1 Agreement clearly states a contrary intention;
 - 3.2.2.2 we give you reasonable prior written notice to the contrary in accordance with the applicable System Documentation; or
 - 3.2.2.3 we and you agree otherwise in writing.

Inconsistencies between different terms.

3.3 You acknowledge to us, and agree with us, that:

- 3.3.1 your obligations in relation to System Documentation do not limit your obligations under this W1 Agreement; and
- 3.3.2 if there is an inconsistency between a term or condition of this W1 Agreement and a term or condition of any System Documentation, then:
 - 3.3.2.1 if the inconsistency is about a feature or function of W1, this W1 Agreement prevails to the extent of the inconsistency; and
 - 3.3.2.2 if the inconsistency is not about a feature or function of W1, the System Documentation prevails to the extent of the inconsistency.

4. Entitlements, Users, Administrators, and Verifying Officers

Entitlements.

- 4.1 You agree with us that, subject to clause 4.2 below, we may, in our discretion, grant you an Entitlement(s).
- 4.2 You agree with us that, to the extent permitted by law, in exercising our discretion in clause 4.1 above in relation to an Entitlement(s), we may, without limitation, consider:
 - 4.2.1 any information we reasonably believe is relevant to your access to W1 such as your, or your Related Body Corporate's(s'), existing Profile and permissions with us in relation to a System;
 - 4.2.2 whether W1 is available in the jurisdiction of your location (domiciled or otherwise); and
 - 4.2.3 our Regulatory obligations and law(s), for example, laws about anti-money laundering and/or counterterrorism financing.
- 4.3 You acknowledge that:
 - 4.3.1 your Entitlements determine your access to, and use of, W1; and
 - 4.3.2 W1 will allow an Administrator to directly manage certain Entitlements for you, and we will administer certain other Entitlements for you based on the Instructions we receive from an Administrator.

Users.

- 4.4 You agree with us that, if you nominate an individual to us as a User and you do so without using a Verifying Officer, then, in our discretion, we will determine (including by seeing the individual 'in person' and/or by viewing certified copies of the person's identification documents), if we:
 - 4.4.1 are satisfied of the validity of the User's identity; and/or
 - 4.4.2 agree to the appointment of the individual as a User.
- 4.5 You agree with us that you will advise us immediately or otherwise as soon as practicable, if you revoke, or intend to revoke, the authorisation of a User, or if an individual in the role of a User ceases to be your Representative.

Customer numbers and eTokens.

- 4.6 You agree with us that, if we allow you to access or to use W1, then we will:
 - 4.6.1 use a Customer Number; and
 - 4.6.2 authorise each User to have access to an eToken, so that each User can register an eToken via the 'Westpac One' app in the User's mobile phone.

Administrator tasks.

- 4.7 You agree with us that you must notify us in writing in a form we approve, of the Administrator Tasks that Administrators are authorised to perform in W1 and the effective date of any changes to the level of authorisation.

Administrators as verifying officers.

- 4.8 You acknowledge to us that:
 - 4.8.1 laws relating to anti-money laundering and counterterrorism financing, allow certain entities to nominate individuals to be a Verifying Officer; and
 - 4.8.2 if, in our discretion, we agree to you utilising the 'Verifying Officer model', then subject to clause 4.9 and 4.10 of this W1 Agreement, you may appoint a Verifying Officer.
- 4.9 If you nominate a Verifying Officer to us, then:
 - 4.9.1 we will determine in our discretion if we agree to the individual who you nominate being appointed as a Verifying Officer;
 - 4.9.2 without limiting clause 4.9.1 above, we can satisfy ourselves about whether the identity and credentials of the Verifying Officer accord with law and our identity verification standards; and
 - 4.9.3 if we agree to the appointment of the individual as a Verifying Officer, then that Verifying Officer must verify to us the identity of each User strictly in accordance with our identity verification standards and procedures.
- 4.10 You agree with us that, without limiting clause 4.5 of this W1 Agreement, you must advise us immediately or otherwise as soon as practicable if you revoke, or intend to revoke, the authorisation a Verifying Officer, or if an individual in the role of Verifying Officer ceases to be your Representative.
- 4.11 You agree with us that, subject to clause 9.1 of this W1 Agreement, you must:
 - 4.11.1 retain, to the extent permitted by Privacy Laws, all information relevant to the performance of the Verifying Officer's responsibilities under this W1 Agreement; and
 - 4.11.2 where, in our opinion, is it reasonable for us to ask you to do so, promptly provide to us information (including Personal Information) that we ask you to provide to us, that a Verifying Officer uses, proposes to use, or used, or relied upon, to:
 - 4.11.2.1 establish a User; and/or
 - 4.11.2.2 support a User's identity verification.

Identity information.

- 4.12 You agree with us and warrant to us that any information you provide to us in connection with the identity verification measures for a Verifying Officer and/or a User, is true and accurate information.
- 4.13 You agree with us that, we may suspend or remove a User's access to or use of W1, if we reasonably believe that any matter or circumstance relating to the:
 - 4.13.1 User's identity verification process; or
 - 4.13.2 information you provide to us for a User's identify verification –does not accord with this W1 Agreement, our policies, our identity verification standards, our Regulatory obligations, or any law.

5. Instructions

- 5.1 You acknowledge to us, and agree with us that we:
 - 5.1.1 may accept Instructions from you from time to time;
 - 5.1.2 will, subject to clause 5.3 and 5.4 of this W1 Agreement, rely on Instructions and act in reliance on Instructions; and
 - 5.1.3 are not liable for any Loss arising from, or in connection with, your failure to submit correct and accurate information to us in relation to Instructions.
- 5.2 You agree with us and warrant to us, that:
 - 5.2.1 you have authorised each User who is providing any Instruction(s) to give Instructions to us on your behalf and bind you to those Instructions; and
 - 5.2.2 each User (including an Administrator) can act in the capacity (if any) stated in the relevant Instruction.
- 5.3 You agree with us that, unless, in our opinion, there are reasonable grounds for us to believe that you have not authorised us to act upon Instructions:
 - 5.3.1 you authorise us, without us being required to separately verify a User's authority or to check the accuracy of Instructions, to:
 - 5.3.1.1 act upon Instructions entered in W1 in connection with the use of your Access Codes; and
 - 5.3.1.2 treat any Transaction entered in W1 in connection with the use of your Access Codes, as a Transaction that is undertaken with your full authority; and
 - 5.3.2 to the extent permitted by law, we are not liable for any Loss arising in connection with us acting in accordance with clause 5.3.1 above.
- 5.4 You agree with us that:
 - 5.4.1 if, in our opinion, there are reasonable grounds for us to not accept or act upon act on an Instruction, then we are not obliged to accept or act upon the Instruction, and we will not be liable for any Loss for not accepting or acting upon that Instruction; and
 - 5.4.2 without limiting clause 5.4.1 above:
 - 5.4.2.1 the circumstances in which we are not obliged to accept an Instruction include where the Instruction is of a suspicious nature, or is inconsistent with, or potentially inconsistent with, a law, or our Regulatory obligations; and

- 5.4.2.2 we may, in our discretion, refuse to process an Instruction that you have not correctly created or provided to us, and/or refuse to accept Instructions from a User if the User has insufficient or inadequate Entitlements, or is not available within a reasonable time of when we require them to be available to complete a task.

Incorrect information.

- 5.5 You agree with us that, if, in connection with W1, we inadvertently provide you with erroneous or incorrect information, and you know, or should reasonably know, that the information is erroneous or incorrect (whether at the time you receive the information or at any later time), then you must:
 - 5.5.1 notify us as soon as practicable after you first become aware of the erroneous or incorrect information; and
 - 5.5.2 not give us, or seek to give us, any Instructions using that erroneous or incorrect information.
- 5.6 You agree with us that, if and/or when we become aware that there is any erroneous or incorrect information in connection with any Instruction (whether in relation to clause 5.5 above or otherwise), then we may, in our absolute discretion:
 - 5.6.1 elect to not act on the Instruction (including by not carrying out a Transaction on which the Instruction is based); and
 - 5.6.2 reverse any Transaction associated with the Instruction.
- 5.7 You agree with us that, to the extent permitted by law, we will not be liable for any Loss resulting from:
 - 5.7.1 our inadvertent provision of incorrect or erroneous information in the circumstances described in clause 5.5 of this W1 Agreement; or
 - 5.7.2 the exercise of our discretion in clause 5.6 above.

6. Your technology and security responsibilities

Equipment and software.

- 6.1 You agree with us that:
 - 6.1.1 you will require equipment to access and use W1;
 - 6.1.2 you must have sufficient, skills, experience, and knowledge to competently use the equipment to access and use W1; and
 - 6.1.3 the equipment that you use to access and use W1 must have sufficient electronic and/or battery functionality, with reliable access to the internet at a suitable broadband speed, for W1.
- 6.2 You agree with us that W1 may not work properly if the equipment that you use, or attempt to use, in connection with W1, is not functioning as described in clause 6.1.3 above.
- 6.3 You agree with us that, in relation to your access to, use of, or attempted access to, or use of, W1, you must:
 - 6.3.1 take reasonable care to use nondeprecated software and equipment supported by up to date operating systems;
 - 6.3.2 take reasonable care to protect the integrity of the equipment and software you use, such as by ensuring that the equipment and software do not have any significant faults;

- 6.3.3 take reasonable care to ensure that the equipment and software you use, are not susceptible to or vulnerable to:
 - 6.3.3.1 any kind of harmful code or malware; and/or;
 - 6.3.3.2 any form of program or other mechanism that can record your Access Codes;
- 6.3.4 not use equipment or software with any unsecured or public broadband services or WiFi networks (including where the broadband services or WiFi networks are accessible only in enclosed public settings), even if the broadband services or WiFi networks require you to use access credentials or sign on protocols, such as an email address, user details, or password; and
- 6.3.5 not use or connect, or attempt to use or connect, any equipment to or with a VPN, other than a VPN that is necessary for your offsite or remote Representatives to connect to your internal corporate network to access or use W1.

How we expect you to use W1.

- 6.4 You agree with us that you will not, and that you will do all things necessary to ensure that you do not:
 - 6.4.1 modify, adapt, delete, or replace any material, or other data accessible from, in, or via W1, except as may be strictly necessary to exercise your rights or fulfil your obligations in connection with this W1 Agreement;
 - 6.4.2 append or introduce any material or other data to or in W1, except as may be strictly necessary to exercise your rights or fulfil your obligations in connection with this W1 Agreement; or
 - 6.4.3 use, submit, supply, transmit, write, or otherwise communicate (e.g., voice to text), any information within W1 which is, or may reasonably be considered, offensive, threatening, hateful, racist, demeaning, defamatory, likely to provoke political or other violence or riotous actions, or contrary to any law.

Access codes.

- 6.5 You agree with us that you must:
 - 6.5.1 protect Access Codes against any misuse, theft, loss, damage, or alteration;
 - 6.5.2 only use your Access Codes as required to gain access to, or use, W1;
 - 6.5.3 ensure that Users change their Access Codes in accordance with the W1 User Guide; and
 - 6.5.4 not share, reveal or write down, your Access Codes with or to anyone.
- 6.6 You agree with us that if you:
 - 6.6.1 become aware of the loss or theft of an Access Code, a record of an Access Code, or a record of any element of an Access Code; or
 - 6.6.2 suspect, or should reasonably suspect, that:
 - 6.6.2.1 any Access Code or any element of an Access Code has been divulged to, or has become known to, someone who is not authorised to use the Access Code; or
 - 6.6.2.2 there has been unauthorised access to, or use of, an Access Code or of any element of an Access Code, then –you must immediately:
 - 6.6.2.3 notify us by one of the communication methods specified in the W1 User Guide of the actual or suspected unauthorised divulging, knowing, access to, or use of, the Access Code; and

- 6.6.2.4 if the passcode is User-controlled, change the passcode of the Access Code in accordance with the W1 User Guide.

Other security measures.

- 6.7 You agree with us that you will ensure that:
 - 6.7.1 each User completely signs out of W1 to prevent any unauthorised person, software or system from:
 - 6.7.1.1 assuming the User's identity; and/or
 - 6.7.1.2 gaining access to W1.
- 6.8 You agree with us that, if a User fails to log on to W1 after a set number of attempts to log on, then:
 - 6.8.1 W1 will suspend the User's access to W1; and
 - 6.8.2 the User will be able to reset their Security Code via one of the methods for doing so specified in the W1 User Guide.
- 6.9 You agree with us that, if there is no activity by a User in an open session of or in W1 for ten (10) minutes or more, then:
 - 6.9.1 W1 and any menu or function the User has open in W1 at that time will close and will no longer be accessible to the User; and
 - 6.9.2 the User will have to login to W1 again if the User intends to use W1.

7. W1 Concierge

8am – 8pm Australian Eastern Standard Time
in Australia: Ph. 1300 655 757
outside Australia: Ph. +61 2 9155 7757

- 7.1 You acknowledge that:
 - 7.1.1 W1 includes a W1 Concierge which, subject to clause 7.2 below, can provide you with support with W1; and
 - 7.1.2 when you submit questions or queries to the W1 Concierge, we may, to the extent permitted by law, and subject to our Privacy Statement (**Westpac Privacy Statement**), use the information you submit to the W1 Concierge to learn more about how to support you and our other customers and potential customers, in relation to you and them accessing and using W1 and us improving our other products and services.
- 7.2 You acknowledge that, to the extent allowed by the operation of any warranty implied by law which we cannot lawfully exclude:
 - 7.2.1 the W1 Concierge is not fault-free; and
 - 7.2.2 we are not liable for any Loss arising from faults, errors, or inaccuracies with the W1 Concierge.

8. When can we make changes to W1 and this W1 Agreement?

- 8.1 You agree with us that:
- 8.1.1 we may, at any time, update and/or modify W1 without notifying you if, in our reasonable opinion, the update or modification to W1:
 - 8.1.1.1 is minor, or will improve the performance of, or functionality of, W1; and
 - 8.1.1.2 does not require a change to this W1 Agreement; and
 - 8.1.2 your continued use of W1 after we implement the update or modification described in clause 8.1.1 above, constitutes your agreement to the update or modification to W1.
- 8.2 You agree with us that, without limiting clause 8.1 above, we may amend this W1 Agreement, and, if we do so, then we:
- 8.2.1 will inform you of the changes to this W1 Agreement according to the circumstances and notice periods described in clause 8.3 below; and
 - 8.2.2 will act reasonably in relation to interpreting the circumstances, and applying the notice periods, in clause 8.3 below.
- 8.3 You agree with us that, if the changes to this W1 Agreement are, or consist of:
- 8.3.1 *changes to this W1 Agreement that, in our reasonable opinion, are minor, not unfavourable to you, or beneficial to you –*
the notice period is when it is reasonably practicable for us to notify you (which may be before or after the change(s)).
 - 8.3.2 *changes to this W1 Agreement that allow us, acting reasonably, to respond to a material risk to us, you, or a Westpac Group Member, or to protect or maintain the integrity of W1 or our systems.*
the notice period is when it is reasonably practicable for us to notify you (which may be before or after the change(s)).
 - 8.3.3 *a new Fee, or an increase to a Fee –*
the notice period is at least 30 days' prior notice to you.
 - 8.3.4 *changes to this W1 Agreement (not including the changes in clause 8.3.2, or 8.3.3) that are, or may be, in our reasonable opinion, unfavourable to you –*
the notice period is at least 30 days' prior notice to you.
 - 8.3.5 *changes to this W1 Agreement that allow us, acting reasonably, to respond to Regulatory changes or changes to laws –*
the notice period is at least 30 days to you from the earlier of when:
 - 8.3.5.1 the Regulatory changes or changes to laws take effect; and
 - 8.3.5.2 a Regulator publicises the Regulatory changes or the changes to laws, and the Regulator advises the date of effect of the changes.

How will we notify you of the changes?

- 8.4 You agree with us that we will notify you of the changes described in clause 8.3 above by email, hand, or post, using the most recent contact details we have for you in our records.

How the changes take effect.

- 8.5 You agree with us that, without limiting clause 8.1 of this W1 Agreement, if you continue to use W1 after the date we say in our notification that the changes to this W1 Agreement come into effect, then you accept the changes to this W1 Agreement on and from the time the changes come into effect.

9. Privacy, information, and confidentiality

Your privacy obligations.

- 9.1 You acknowledge and agree with us that, in connection with this W1 Agreement, you must:
- 9.1.1 comply with all obligations that apply to you under Privacy Laws (including in relation to any Personal Information that we may collect from you, or which you may provide to us); and
 - 9.1.2 take reasonable steps to notify (or, if we ask you to, then assist us to notify) each individual whose Personal Information we may collect from you or which you may provide to us, that we will collect, use and/or disclose their Personal Information in accordance with our Privacy Statement (**Westpac Privacy Statement**).
- 9.2 You acknowledge that the Personal Information referred to in clause 9.1 above may be that of your Users and/or your other Representatives.
- 9.3 You acknowledge and agree with us that if there is any incident or data breach in connection with the Personal Information that we collect from you or which you provide to us as described in clause 9.1, then you must:
- 9.3.1 immediately notify us in writing; and
 - 9.3.2 provide us with such assistance as we may reasonably ask you to provide us, and comply with any reasonable direction that we may give you about:
 - 9.3.2.1 notifying the incident or data breach to a Regulator or any other person; or
 - 9.3.2.2 resolving the incident or data breach with a Regulator or any other person.

Information we may collect about you.

- 9.4 You acknowledge that, in connection with W1:
- 9.4.1 we may collect technical information about you to help us to detect security threats, and for fraud analysis and fraud prevention;
 - 9.4.2 the technical information referred to in clause 9.4.1 above, may include information about your device or computer, such as its operating system version, how your device or computer connects to our services, your web browser settings (for example, version, screen size and language settings) and how you interact with your device or computer; and
 - 9.4.3 we may use or store the technical information that we collect as described in clause 9.4.2 above with the Personal Information of you and your Representatives:
 - 9.4.3.1 for the purposes described in clause 9.4.1 of this W1 Agreement; and/or
 - 9.4.3.2 to enable us to contact you if we detect a security threat.

When we may require you to provide us with information.

9.5 You agree with us that:

- 9.5.1 we may from time to time require additional information from you and/or your Users to assist us to comply with our Regulatory and compliance obligations, our obligations under applicable laws, and/or to manage our and other Westpac Group Members' associated risks; and
- 9.5.2 where we are permitted or required by law to do so, and where relevant to our Regulatory and compliance obligations (including administrative arrangements) and/or our obligations under any applicable laws, we may disclose information gathered from you as described in clause 9.5.1 above, to Regulators and/or law enforcement agencies, other Westpac Group Members, other banks, service providers, and/or third parties.

Confidentiality.

9.6 You acknowledge and agree with us that:

- 9.6.1 this W1 Agreement and the business and commercial information that we and you communicate to or with each other in connection with this W1 Agreement, is Confidential Information; and
- 9.6.2 subject to clause 9.7 below, unless you are required to do so by law, you:
 - 9.6.2.1 must not:
 - 9.6.2.1.1 make, or help anyone else to make, any unauthorised disclosure of our Confidential Information relating to this W1 Agreement or its subject matter to any other person, organisation, or entity; or
 - 9.6.2.1.2 make any public statement about this W1 Agreement without our prior written consent (which consent we have the discretion to withhold); and
 - 9.6.2.2 must:
 - 9.6.2.2.1 inform us immediately if you are aware of, suspect (or if you would, acting reasonably, suspect), any breach of your obligations under this clause 9.6 of this W1 Agreement; and
 - 9.6.2.2.2 provide us with assistance, if we reasonably require your assistance, to ensure that no person makes any unauthorised disclosure of our Confidential Information, or to limit or contain the unauthorised disclosure, or any further unauthorised disclosure, of our Confidential Information.

9.7 You acknowledge and agree with us that:

- 9.7.1 a Recipient may disclose Confidential Information to:
 - 9.7.1.1 its Representatives if its Representatives need to know the Confidential information; or
 - 9.7.1.2 any other person with the written consent of the Discloser; and
- 9.7.2 a Recipient may disclose the Confidential Information of the Discloser to any person strictly to the extent required by:
 - 9.7.2.1 law; or
 - 9.7.2.2 a requirement or request of a Regulator,but in either case the Recipient must first give the Discloser reasonable notice (if permitted by law) to enable the Discloser to seek a protective order or other remedy or measure to prevent or limit the disclosure of the Confidential Information.

10. Our rights to block or suspend access to W1

Laws and sanctioned jurisdictions.

10.1 You agree with us that you:

10.1.1 must not give us any Instruction, or initiate, engage in, or effect, a Transaction, that:

10.1.1.1 is or may be in breach of a law; or

10.1.1.2 involves or may involve any activity from or through, a Sanctioned Jurisdiction;

10.1.2 must not access or use, or attempt to access or use, W1 in a Sanctioned Jurisdiction;

10.1.3 must ensure that the underlying activity in connection with which Users use W1, does not:

10.1.3.1 breach any law; or

10.1.3.2 involve any activity from or through a Sanctioned Jurisdiction; and

10.1.4 must not use a VPN to circumvent, limit, avoid, reduce, or attempt to circumvent, limit, avoid, or reduce, your obligations in this clause 10.1 of this W1 Agreement.

When we may block access.

10.2 You acknowledge and agree with us that we may block or suspend a User's access to W1 and/or delay, block, freeze or refuse a Transaction:

10.2.1 if, in our reasonable opinion:

10.2.1.1 a User has accessed, may have accessed, or may be accessing, W1 in a Sanctioned Jurisdiction (including via VPN);

10.2.1.2 a Transaction may breach any law; or

10.2.1.3 a User's access to, or use of, or in connection with W1, is fraudulent, or may lead to financial risk or any other kind of risk to you, another customer of ours, or us, or another Westpac Group Member;

10.2.2 to meet our Regulatory and compliance obligations (including those relating to anti-money laundering and counterterrorism financing, and any other laws); and/or

10.2.3 to manage our financial or other risks, or those of another Westpac Group Member.

10.3 You acknowledge and agree with us that we:

10.3.1 may take the measures described in clause 10.2 above for as long as we reasonably require, to allow us to investigate your use of W1 or any Transaction; and

10.3.2 are not liable for any Loss resulting from your access to W1, or from any Transaction, being delayed, blocked, frozen, or refused, as is contemplated in clause 10.2.

Other unavailability of W1.

10.4 You agree with us that we may also suspend your access to or use of W1:

10.4.1 so that we can perform scheduled administrative or maintenance tasks in relation to W1; and/or

10.4.2 to address what is, in our reasonable opinion:

10.4.2.1 a serious threat to W1 or any part of the system supporting W1; or

10.4.2.2 an emergency.

10.5 You acknowledge that:

10.5.1 we will give you or your Users as much prior notice as is reasonably practicable of a suspension referred to in clause 10.4.1 above unless we need to immediately suspend your access to W1 so that we can act in accordance with clause 10.4.2 above; and

10.5.2 to the extent permitted by law, we are not liable for any Loss resulting from the exercise of our rights in relation to clause 10.4 above.

11. Liability and indemnification

Liability.

11.1 You agree with us that, to the extent permitted by law:

11.1.1 neither we, nor you, are liable under or in connection with this W1 Agreement for any Indirect Loss (including in relation to the indemnity you give us in clause 11.3); and

11.1.2 any reference in this W1 Agreement to any Loss or liability, including a limitation on any Loss or liability, must be interpreted in accordance with clause 11.1.1 above.

11.2 You agree with us that, to the extent permitted by law:

11.2.1 we are not liable for, or in respect of, any Loss under or in connection with this W1 Agreement except to the extent that our fraud, wilful misconduct, or negligence, caused the Loss; and

11.2.2 our liability in connection with this W1 Agreement for any breach of warranty implied by law where we cannot exclude our liability, is limited to us regranting you access to W1.

Your indemnity to us.

11.3 You agree with us that you indemnify us, and must reimburse us, for any Loss that we incur or, acting reasonably, allege that we have incurred, arising from your material breach of any part of clause 10.1 of this W1 Agreement, except to the extent that our fraud, wilful misconduct, or negligence, caused the Loss.

12. Termination

Our rights.

12.1 You agree with us that we can terminate this W1 Agreement and cease to provide you with access to or the use of W1 immediately after notifying you in writing if you:

12.1.1 are insolvent, or subject to an insolvency event;

12.1.2 commit a material breach of any law;

12.1.3 fail to perform any material obligation under this W1 Agreement and fail to remedy your non-performance of the material obligation within fourteen (14) days of you receiving a notice from us requiring you to remediate your non-performance of the obligation;

- 12.1.4 without limiting clause 12.1.3 above, fail to pay any Fees when the Fees are due and payable, and do not pay the overdue Fees to us following us demanding that you pay such Fees within the reasonable timeframe:
 - 12.1.4.1 specified in our notice; and/or
 - 12.1.4.2 communicated to you by your Relationship Manager;
- 12.1.5 without limiting clause 12.1.2 or 12.1.3 above, are involved in, or we suspect on reasonable grounds that you are involved in, any:
 - 12.1.5.1 fraudulent activity;
 - 12.1.5.2 intentional or deliberate misuse of W1; and/or
 - 12.1.5.3 activity that materially harms, or may materially harm, the reputation of us, or another Westpac Group Member; or
- 12.1.6 have not accessed W1 for a continuous period of at least thirteen (13) months.

Rights of each party.

- 12.2 You agree with us that, without limiting clause 12.1 above, either Party may terminate this W1 Agreement by giving 30 days' written notice to the other Party.
- 12.3 You agree with us that the termination or expiry of this W1 Agreement will not affect our rights, or your rights, to take any action against each other in relation to breaches of this W1 Agreement that occurred before the termination or expiry of this W1 Agreement, including our rights to recover any Fees from you.

Use of access codes after termination or expiry.

- 12.4 You agree with us that, upon termination or expiry of this W1 Agreement, you must immediately:
 - 12.4.1 cease to use W1; and
 - 12.4.2 destroy and/or permanently delete (as applicable) all elements of the Access Codes and all Profile details of your records of Access Codes.

13. Governing law

You agree with us that:

- 13.1 this W1 Agreement is governed by, and is to be construed in accordance with, the laws of Australia; and
- 13.2 we and you submit to the non-exclusive jurisdiction of the courts in New South Wales in connection with this W1 Agreement.

14. Waiver

You agree with us that no delay, neglect or forbearance by you or by us (as applicable) in enforcing our rights against one another at law or otherwise in connection with any provision of this W1 Agreement, is a waiver of a right, or in any way prejudices any right of yours or ours (as applicable), unless we or you (as applicable) expressly and unequivocally waive our rights in writing.

15. Severability

You agree with us that, if any part of this W1 Agreement is void, voidable or unenforceable, then that part of this W1 Agreement is severed from this W1 Agreement, and the remainder of this W1 Agreement continues to be enforceable.

16. Survival

You agree with us that:

- 16.1 all representations and warranties in this W1 Agreement survive the execution of the W1 Agreement; and
- 16.2 clause 6, 9, 10, 11, 13, 14, 15, 16, and 24 of this W1 Agreement survive termination or expiry of this W1 Agreement, together with any other term which, by its nature, is intended to survive termination or expiry of this W1 Agreement.

17. Assignment

You agree with us that:

- 17.1 you must not assign, novate, or transfer any of your rights and/or obligations under this W1 Agreement to any other person without first obtaining our written consent; and
- 17.2 we must not unreasonably delay or withhold our written consent under clause 17.1 above.

18. GST

You agree with us that, to the extent that any supply under or in connection with this W1 Agreement constitutes a taxable supply, the consideration payable will automatically be increased to include an additional amount on account of GST, and that amount will be the product of the value of the consideration for the supply and the prevailing GST rate.

19. Tax

You agree with us that, if you are required to deduct any tax from any payment under or in connection with this W1 Agreement, then:

- 19.1 you must pay that amount to the appropriate authority and promptly give us evidence of payment; and
- 19.2 the amount payable will be increased so that (after deducting that tax, and paying any taxes on the increased amount) we receive the same amount we would have received had there been no deduction.

20. External service providers

20.1 You agree with us that, to the extent permitted by law, we may:

- 20.1.1 subject to clause 20.2 below, subcontract any of our rights and obligations under or in connection with this W1 Agreement to another person (including any natural person) in Australia or another country; and

- 20.1.2 disclose or share information (including any Personal information) you provide to us or which we collect from you in connection with this W1 Agreement to, or with, any person referred to in clause 20.1.1 above, to the extent that we, acting reasonably, consider the disclosure or sharing of the information to be necessary.
- 20.2 You agree with us that we remain responsible for the performance of our obligations subcontracted under clause 20.1.1 of this W1 Agreement.
- 20.3 You acknowledge to us that our Privacy Statement (**Westpac Privacy Statement**) includes details about the likely locations (if outside Australia) of persons who may receive Personal information from us in accordance with clause 20.1.2 of this W1 Agreement.

21. Changes to your details

- 21.1 Without limiting any of your other obligations under this W1 Agreement, you agree with us that if any of your details change (e.g., your organisation's name or address, Administrators' details, and/or changes to the details of your Authorised Representatives), then you must notify us of the change(s) as soon as possible.
- 21.2 You acknowledge to us that we require you to submit to us in writing the changes described in clause 21.1 above and to furnish us with the changed details at least three Business Days before the change is meant to take effect, and that you can make the updates via the W1 Concierge or by contacting your Relationship Manager.
- 21.3 You agree with us that we are not responsible for any errors or Loss resulting from you failing to provide timely and accurate notice of the changes described in clause 21.1 of this W1 Agreement.

22. Banking Code (New Zealand and Australia)

- 22.1 Westpac Group Members operating in New Zealand and Australia have adopted and comply with the Code of Banking Practice (New Zealand) and the Banking Code of Practice (Australia). Each code sets standards of good banking practice for banks to follow.
- 22.2 In Australia, the relevant provisions of the Banking Code of Practice (Australia) apply to this W1 Agreement and Conditions if you are a Small Business or an individual who is not treated as a Business under the Banking Code of Practice (Australia).

23. Concerns and disputes

- 23.1 If you have any concerns with us about any matter in connection with W1, then we want to hear from you before your concerns become a dispute. We therefore encourage you to promptly raise any concerns with us. You can do this in the following ways:

Talk to us first.

1. Contact your Relationship Manager.
2. Use W1 Concierge (8am – 8pm Australian Eastern Standard Time):
in Australia: Ph: 1300 655 757
from outside Australia: Ph: +61 2 9155 7757.
3. Email us at **westpacone@westpac.com.au**

If we can't resolve your concerns together.

If you are not satisfied with our response, then you can raise your concerns with AFCA:

1. Online: <http://www.afca.org.au>
2. Email: info@afca.org.au
3. Ph: 1800 931 678

You can also contact ASIC's Infoline at 1300 300 630 for guidance on your rights.

- 23.2 Depending on the situation, we may update you on the progress and outcome of your concerns or any dispute in writing or verbally. To help us to try to resolve your concerns or dispute efficiently, we ask you to provide us with all relevant information when you contact us.

24. Definitions

ACCC	Australian Competition and Consumer Commission.
ACMA	Australian Communications and Media Authority.
Access Code(s)	any credential issued or generated for the purpose of authenticating a User's access to W1 or other high-level tasks in W1, including, but not limited to, Customer Numbers, Passwords, and a Security Code generated via the 'Westpac One' app.
Administrator	<ol style="list-style-type: none">1. a User authorised to access the administration function of W1 and/or Apps for you, and to complete Administrator Tasks for you in relation to W1 and/or Apps; and2. includes a Nominated Administrator, and/or Organisation Administrator, and, if applicable to you, a Verifying Officer.
Administrator Tasks	<ol style="list-style-type: none">1. carrying out Transactions;2. acting as a Verifying Officer (if applicable for your organisation);3. adding, amending and deleting Users;4. managing User access, and assigning features to Users;5. enabling eTokens for Authenticating Users;6. resetting Passwords or passcodes and locking and/or unlocking User's access to W1 and/or Apps; and7. Users' Entitlement(s) management.
AFCA	Australian Financial Complaints Authority.
APRA	Australian Prudential Regulation Authority.
ASIC	Australian Securities & Investment Commission.
ASX	Australian Stock Exchange.
ATO	Australian Taxation Office.
Authenticating User	a User who allows another User to complete high-level tasks within W1 where the other User requires an extra level of authentication with an eToken.

Authorised Representative	<p>an individual whom the Customer authorises or approves to:</p> <ol style="list-style-type: none"> 1. act for and on behalf of the Customer in relation to the Customer's business decisions; and/or 2. bind the Customer to the terms and conditions of agreements.
Banking Code of Practice (Australia)	<u>Banking Code of Practice 28.02.25</u>
Business	the meaning in the Banking Code of Practice (Australia).
Business Day	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.
Coarse Grained Entitlements	Entitlements managed centrally in W1, such as your access to a feature or functionality of W1.
Code of Banking Practice (New Zealand)	The Code of Banking Practice – New Zealand Banking Association.
Confidential information	<p>information of a Discloser which:</p> <ol style="list-style-type: none"> 1. is, by its nature, secret; 2. the Discloser has designated as confidential; and/or 3. the Recipient should reasonably know is confidential – <p>but does not include information which:</p> <ol style="list-style-type: none"> 4. is or becomes generally known to the public other than through a breach of this W1 Agreement; 5. was lawfully in the Recipient's possession at the time the Discloser disclosed the information to the Recipient; 6. the Recipient developed independently of the Discloser; or 7. the Recipient acquired from a third party who was lawfully permitted or entitled to disclose the information to the Recipient.
Corporations Act	Corporations Act 2001 (Cth).
Customer	you, the other party to this W1 Agreement whose name and details appear in the Westpac One Platform Onboarding Form in which your Authorised Representative(s) agrees that you enter this W1 Agreement with us.
Customer Number	a specific number we use when we grant you access to W1.
Discloser	the Party who discloses Confidential information to the Recipient.
Entitlement(s)	<ol style="list-style-type: none"> 1. how we provide Users with permissions, roles, and access in W1, which determine the features, functions, and data that a User can access, and the actions a User is authorised to perform, in and in connection with W1; and 2. which may be Coarse-Grained Entitlements, or Fine-Grained Entitlements.
eToken	an app for a function in W1 requiring an extra level of security, which allows us to authenticate the identity and credentials of a User when the User submits a correct PIN or their biometric information to unlock the 'Westpac One' app on that User's mobile device and the User's mobile device then generates a six (6) digit, time-based, one-time password (sometimes referred to as a Security Code) for the User's unique transaction within W1.
Fees	any charges (if applicable) you must pay us for the access to, or use of, of W1.

Fine Grained Entitlements	Entitlements where the underlying logic and operational rules reside in Systems, and which are defined and enforced within the Systems, such as Transaction Limits, and approval rights.
GST	the same meaning, unless we notify you otherwise, as that given in A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time.
Indirect Loss	a Loss which did or does not arise naturally from a breach of this W1 Agreement or which could not reasonably be supposed to have been in the contemplation of us or you when we (together) entered this W1 Agreement as the probable or likely result of the breach.
Instruction(s) Instruct	a directive, request, or communication from you to us, relating to: 1. a Transaction; 2. User access and identity verification; 3. Entitlement assignment and updates; 4. Administrator or Verifying Officer nominations; and 5. any other operational or administrative task supported by W1.
Loss	1. any claim, expense, cost, liability, damages, fee, tax, duty, interest, legal costs, or judgment debt; and/or 2. any fine or penalty, to the extent not prohibited by law.
Nominated Administrator	an Administrator whose Administrator Tasks include setting up Users, managing Access Codes and eTokens and liaising with our Representatives in relation to operational matters in W1.
OAIC	Office of the Australian information Commissioner.
Organisation Administrator	an Administrator whose Administrator Tasks include acting as a Verifying Officer, and approving changes to third party accounts and services.
Party	you and/or us, as applicable.
Password	the Customer Number and unique passcode that we provide to you to give your Users access to W1.
Personal Information PI	the meaning in the Privacy Act and includes a substantially similar meaning in any other Privacy Law(s).
PIN	personal identification number.
Platform	1. the digital infrastructure and technology environment, and any internet-based electronic platform to which we can give you access via W1, and which can enable your access to, and your interaction with, Products; and 2. does not include the business logic, processing rules, or product-specific functionality of an app or Product; 3. is separate to W1; and 4. may be part of a System.
Privacy Act	Privacy Act 1988 (Cth).

Privacy Law(s)	<ol style="list-style-type: none"> 1. laws which affect privacy or Personal Information (including the collection, storage, use or processing of such information), including the Privacy Act and any codes of conduct, recommendations, directives, or orders made or issued under the Privacy Act or other laws; and 2. which apply to you or us (as applicable) in connection with this W1 Agreement.
Privacy Statement	our document available at Westpac Privacy Statement , as may be updated and amended from time to time.
Product	a solution or offering other than a Platform, that we make available to you via W1 (including via a third party), and which may be part of a System.
Profile	the Customer Number that we link to an eToken for a User.
Recipient	the Party who receives Confidential information from the Discloser.
Regulator Regulatory	<p>an entity authorised by law to require you or us (as applicable) to comply with laws, codes of conduct, recommendations, directives, standards, administrative arrangements, or orders, in connection with this W1 Agreement and includes:</p> <ol style="list-style-type: none"> 1. ACCC, ACMA, AFCA, and APRA, ASIC, ASX, ATO and/or OAIC; 2. agencies and/or departments of the Commonwealth of Australia, other than those in (1); 3. agencies and/or departments of a state or territory of Australia; and 4. any other government or semi-government department or body, or statutory authority, validly exercising such jurisdiction outside Australia.
Related Body Corporate Related Bodies Corporate	the meaning in section 50 of the Corporations Act.
Relationship Manager	the person in our organisation who manages our customer relationship with you.
Representative(s)	<ol style="list-style-type: none"> 1. any natural person acting for or on behalf of you or us, as applicable, in connection with, as applicable, you or us under this W1 Agreement (including any director, officer, employee, contractor, consultant, or agent); 2. in our case, includes persons of the above description in other Westpac Group Members; and 3. in your case, includes your Authorised Representative and a User.
Sanctioned Jurisdiction	a jurisdiction listed on our website and which is accessible at Can I access my account while overseas? Westpac , as may be updated and amended from time to time.
Security Code	a one-time passcode that is delivered via the eToken and which is used to authorise Transactions or other activities in or via W1.
Small Business	the meaning in the Banking Code of Practice (Australia).
System(s)	a configuration of a digital banking service, Product or Platform that we make available to you (including via a third party), and which you can access or use via W1.
System Documentation	terms and conditions, user guides, product disclosure statements, operating rules, and/or notices, that apply to a System.

Term	the period on and from the time and date that you enter this W1 Agreement by accepting its terms until the expiry or termination of this W1 Agreement in accordance with this W1 Agreement.
Transaction	any exchange or activity you instruct and authorise us to carry out for you in connection with W1.
Transaction Limit	the maximum monetary value that you may authorise for each Transaction, defined in local currency.
User	a person you authorise to use W1, who you nominate to provide Instructions to us on your behalf in relation to W1, and who may be an Administrator.
Verifying Officer	an Administrator who certifies the identity of a User to us.
Virtual Private Network VPN	an encrypted, secure, connection over the internet between a computer, tablet, or other device and a remote server.
W1 W1 Platform	described in clause 2 of this W1 Agreement.
W1 Agreement	the terms and conditions in this document commencing at the beginning of clause 1, 'W1 Agreement', and concluding at the end of this clause 24, 'Definitions'.
W1 Concierge	our system (the composition of which may change from time to time), comprising people (and which may include artificial intelligence), to support you with such matters as onboarding, User management and service requests, and for responding to questions commonly asked of us by customers. <i>Contact Details: clause 7.</i>
W1 User Guide(s)	our documentation or explanatory material as amended by us from time to time (acting reasonably), describing to you how to use W1, and which is available at westpacone.com.au .
W1 Webpage	westpacone.com.au
we, us, our, or ourselves	Westpac Banking Corporation (Westpac).
Westpac Group Member(s)	Westpac and its Related Bodies Corporate.
Westpac One Platform Onboarding Form	the form signed by your Authorised Representative(s) confirming that you entered this W1 Agreement with us.
you, your, or yours	the Customer.



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

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