

Facsimile/Email Indemnity – Authority and Indemnity

To:	Westpac Banking Corporation ABN 33 007 457 141 ("Westpac")	
From:	Customer's name	ABN
	<input type="text"/>	<input type="text"/>

It would be convenient and in our interests if we could from time to time, send instructions, confirmations, or other information by means of:

- Facsimile transmission Email transmission Facsimile transmission and Email transmission
(please tick (✓) one of the above boxes)

to Westpac in relation to any accounts, facilities or other arrangements which we may now or in the future have with Westpac.

In consideration of Westpac agreeing to accept instructions, confirmations or other information appearing to be sent by us by the above means, and without limiting the terms of any other authorities or indemnities, we agree that:

- each facsimile or email relating to a product, facility or transaction with Westpac will, be given by a person or persons authorised to give instructions, confirmations or other information of the type contained in the facsimile or email under the terms on which that product, facility or transaction is provided or entered into by Westpac. Without limitation, this includes our undertaking that only persons who have been properly identified as signatories to an account for the purposes of relevant Anti-Money Laundering and Counter-Terrorism Financing legislation will provide instructions by facsimile or email requesting, directing or otherwise in connection with transactions on that account. Westpac will not be taken to have knowledge that an email has been sent by an unauthorised person merely because the identification line in that email differs from the name of the person sending it.
- each facsimile or email will be in a form acceptable to Westpac and in the form (if any) prescribed for the relevant purpose. In the case of email that prescribed form may be included as an attachment.
- each facsimile will be sent to the telephone number notified from time to time for that purpose by Westpac and each email will be sent to the email address notified from time to time by Westpac for the relevant purpose.
- a facsimile will be taken to have been received by Westpac if actually received in a form considered to be legible by Westpac having been sent to the telephone number notified from time to time for that purpose by Westpac. An email will be taken to have been received by Westpac if you receive a return email from Westpac (other than an automatic or system generated acknowledgement) actually confirming receipt.
- if a facsimile or email appears on its face to be genuine, Westpac has no obligation to verify its authenticity or accuracy.
- Westpac may act on any instruction, confirmation or information contained in a facsimile or email regardless of by whom the actual or purported facsimile or email was transmitted or by what means any signature or name may have been affixed and notwithstanding that such facsimile or email may have been initiated or transmitted in error or fraudulently or altered or distorted prior to or in the course of transmission.
- Westpac may also, in its absolute discretion, defer acting in accordance with the whole or any part of a facsimile or email pending further enquiry to or confirmation from us, but Westpac will not be under any obligation to so defer in any case.
- to release Westpac from, and indemnify Westpac against, all claims, losses, damages, costs and expenses however arising out of or in connection with Westpac having acted or delayed or deferred acting, or (in the case of an instruction or confirmation received more than once), repeating an action in full or partial reliance on a facsimile or email except to the extent that Westpac has acted negligently or fraudulently in any circumstances in relation to that facsimile or email. We also agree that neither we nor anyone claiming through us has any claim against Westpac in relation to these payments and actions and that Westpac will not be taken to have acted negligently if acting in a manner specifically permitted by this authority and indemnity.
- we acknowledge that Westpac's acceptance of this authority and indemnity and of subsequent facsimiles or emails does not constitute an undertaking on its part to always accept facsimiles or emails for all or any purposes. Westpac may, at any time, advise us that it is no longer prepared to accept facsimiles or emails in a particular context or in all contexts but if it does so will give us notice.
- we acknowledge that facsimile and email are not secure methods of delivering instructions, confirmations or other information to Westpac and more secure alternatives exist. Facsimiles or emails may be interfered with, altered, forged, duplicated, intercepted or viewed by unauthorised third parties, and we accept these and other risks associated with sending instructions, confirmations or other information by these means.
- each release and indemnity given in this document survives the cancellation of this authority in respect of all emails and facsimiles received or taken to be received by Westpac prior to it having received actual notice of such cancellation and, in the case of cancellation by us, Westpac having sufficient time to disseminate the fact of cancellation to its relevant employees.

Dated this day of Year

Accepted and agreed for and on behalf of

Customer Name Customer ABN

Director signature

*Director / Secretary signature

Name (please print)

Name (please print)

**delete whichever is not applicable*