

# Financial Position Terms and Conditions [effective 25 February 2018]

You must read these terms and conditions before using Financial Position.

Financial Position is a tool that allows you to create an indicative financial statement by organising the Online Banking information from your accounts and any other information you choose to manually enter into Financial Position.

You can only use Financial Position if you have access to Online Banking, available from the Overview screen. You may stop using Financial Position at any time.

## 1. About these terms and conditions

By selecting Financial Position from the Overview screen, you agree to use Financial Position as set out in these terms and conditions. Please read this document carefully.

The meaning of words printed like this are explained in clause 11 at the end of these terms and conditions.

These terms and conditions apply to your use of Financial Position in addition to the Online Banking Terms and Conditions.

If there is an inconsistency between the above, the *Financial Position* terms and conditions prevail in respect of your use of *Financial Position*.

**If you do not understand any part of these terms and conditions, or if you have any questions about *Financial Position*, please call us on 1300 655 505.**

## 2. About Financial Position

### 2.1 What is *Financial Position*

*Financial Position* will consolidate, organise and present your *Westpac accounts* and *Offline Account Information* entered by you. You initiate and control this process.

You are responsible for your use of *Financial Position* and Westpac is not your agent.

### 2.2 What Financial Position does

Financial Position includes the following components:

(a) *Select Accounts List* sets out the available *Westpac accounts* from which information may be collected. The *Select Accounts List* is determined by Westpac based on a number of factors including your feedback. Westpac may vary the *Select Accounts List* at any time.

(b) The *Account Information* displayed at the beginning of each session will be data from your previous session.

### 2.3 What Financial Position won't do

*Financial Position* cannot check the accuracy of *Offline Account Information* obtained or entered when using *Financial Position*. You will need to check this information to ensure its accuracy.

## 3. Privacy

### 3.1 Personal Information

When you use *Financial Position*, we will collect and hold the following personal information:

(a) your name, customer ID which are used to identify you as Online Banking and *Financial*

*Position* customer, and

(b) your *Account Information*

Westpac's Privacy Policy explains our commitment to the protection of your personal information. You may obtain a copy of our Privacy Policy by:

- calling Telephone Banking;
- asking at any of our branches;
- visiting our website at [www.westpac.com.au](http://www.westpac.com.au)

As an additional security measure the *Financial Position* session will automatically terminate if it is open and inactive for more than 7 minutes. This is consistent with your Online Banking session.

#### **4. Costs**

We do not currently charge fees for use of *Financial Position*. However, we may introduce fees at a future date by amending these terms and conditions in accordance with clause 10.3. If you do not wish to pay the fees, you may terminate the service in accordance with clause 6.

You are responsible for any fees associated with use of other services accessed using *Financial Position*.

#### **5. Your responsibilities**

**5.1** You are responsible for, and must provide, all telephone and other equipment, software (other than software provided by us) and services necessary to use *Financial Position*.

It is your responsibility to check the accuracy of the *Offline Account Information* you enter into *Financial Position*.

**5.2** You agree that we may assume that any sign in to Online Banking to use *Financial Position* using your *Access Code* is by you and that any instruction, communication, consent or authority given when *Financial Position* is accessed using your *Access Code* is given or authorised by you (regardless of the true identity of the person that accessed *Financial Position*). Our records will be prima facie evidence of such access and operation.

**5.3** You must notify Westpac immediately if you become aware, or suspect, that your computer has been compromised in any way.

**5.4** You must use *Financial Position* only for your own personal use. This clause does not prevent you from using *Financial Position* to assist or enhance the conduct of a business or commercial enterprise, but you must not on-sell, commercialise or alter *Financial Position* or use *Financial Position* as a material feature in the conduct of any business or activity. You must not solicit the performance of any activity which is prohibited by law or by any contractual provision by which you are bound. You must comply with all applicable laws in connection with *Financial Position*.

**5.5** You warrant that for each account in relation to which Account Information is obtained through *Financial Position* you will comply with any terms and conditions, rules and procedures (however described) in relation to that account.

#### **6. Term**

**6.1** You may cancel your use of *Financial Position* at any time. This will delete the data you have saved in *Financial Position* within Online Banking.

**6.2** We may terminate or cease your access or your use of *Financial Position* without prior notice and without liability if any of the following apply;

- (a) you cease to have access to Online Banking for any reason;
- (b) we suspend all or part of the *Financial Position* service;
- (c) we believe you no longer wish to continue to use *Financial Position* because you have not used it for a period of at least three months; or
- (d) an immediate change is necessary to restore or maintain the security of Online Banking, or *Financial Position*.

We may cease allowing you to obtain *Account Information* from any particular account for use in *Financial Position* or vary the *Select Account List* in any way at any time without prior notice and without liability.

We may also terminate your use of *Financial Position* and will notify you in accordance with the notice requirements set out in the Online Banking Terms and Conditions.

Termination means you cease to have the right to use the *Financial Position Service*, and all terms in these terms and conditions by which you enjoy that right cease to have effect.

## **7. Liability**

### **7.1 Our provision of the Financial Position service**

To the extent permitted by law and except as set out in these terms and conditions, your use of *Financial Position* is at your sole risk. Neither Westpac, nor any of its underlying service providers, licensors, employees, distributors or agents, warrant that *Financial Position* will be uninterrupted or error free. You acknowledge that *Financial Position* works by providing you with the means to access and store data on your *Computer*.

We do not warrant that information provided by you is accurate or current and we have no control over the information provided.

Other than your rights under the *Australian Consumer Law*, we make no warranties (whether implied, statutory or otherwise) relating to *Financial Position* or any other subject matter of these term and conditions.

### **7.2 Our liability is limited**

Except in relation to your rights under the *Australian Consumer Law*, we will not be liable for:

- (a) any parties reliance on the information obtained through use of *Financial Position*; or
- (b) any failure or delay of *Financial Position* to provide information or perform operations requested; or
- (c) in any event other than our negligence, fraud or wilful misconduct, an amount in excess of \$1,000.00; or
- (d) indirect or special loss or damage howsoever caused, including negligence; or
- (e) consequential loss or damage (including loss of profits, revenue or data) you suffer as a result of using *Financial Position*; or

(f) unavailability of *Financial Position* and events beyond our control such as but not limited to Internet connection or

(g) accuracy or currency of information obtained through use of *Financial Position*; or

(h) any direct, indirect, special or consequential loss suffered by you in relation to a link from *Financial Position* to a third party site; and

This clause does not apply where the damage arises from:

(a) our negligence or wilful default, or negligence or wilful default by our agents, or

(b) our breaching a condition or warranty implied into these terms and conditions under consumer protection legislation, if that condition or warranty be excluded, modified or restricted.

## **8. Indemnity**

To the extent permitted by law, you indemnify us and any of our underlying service providers, licensors, employees, distributors or agents against liability or loss arising from, or any costs incurred in connection with:

(a) your failure fully to observe your obligations under these terms and conditions;

(b) any act, error, or omission by you, including in relation to incorrect, incomplete, or misleading information;

(c) you libelling or defaming any person;

(d) invasion of privacy;

(e) infringement of any *Intellectual Property Right* by you; or

(f) you breaching any applicable law.

## **10. General**

### **10.1 Applicable law**

These terms and conditions and your use of *Financial Position* are governed by the law in force in New South Wales, Australia. Both you and we irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales to determine any dispute concerning these terms and conditions.

### **10.2 Severability**

If the whole or any part of a provision of these terms and conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these terms and conditions has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these terms and conditions or is contrary to public policy.

### **10.3 Changes**

We may make a change to any of these terms and conditions. We will give you notice of any changes when you next sign in to use *Financial Position*. Your use of *Financial Position* after any changes to these terms and conditions are notified to you, will be taken to indicate your acceptance of the terms and conditions as varied.

## **11. Words with special meanings**

The following words have these meanings in the *Financial Position* terms and conditions unless the contrary intention appears. Other words used in these terms and conditions have the meaning set out in the Online Banking Terms and Conditions.

<b>Access Code</b>	Means any one or both of your customer ID, Password and any code we may provide you that enables you to access <i>Financial Position</i>
<b>Account Information</b>	The information from the accounts available in Online Banking and Offline Account Information presented on your <i>Financial Position</i>
<b>Australian Consumer Law</b>	<i>Australian Consumer Law</i> at Schedule 2 to the <i>Competition and Consumer Act 2010 (Cth)</i>
<b>Export</b>	means the function you can use to transfer your <i>Financial Position</i> data to programs using CSV or PDF format
<b>Financial Position</b>	The service we agree to provide you under these terms and conditions as amended or replaced from time to time
<b>Intellectual Property Rights</b>	means all intellectual property rights of any nature whatsoever and includes, without limitation, current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, moral rights, trade secrets, know-how, confidential information, patents, invention and discoveries. <b>Intellectual Property</b> has a corresponding meaning.
<b>Offline Account Information</b>	The information about values of the assets and liabilities that you manually enter to a <i>Financial Position</i>
<b>Select Account List</b>	means the list of Westpac accounts available through <i>Financial Position</i>
<b>Triple DES</b>	This is a security level which means that the Data Encryption Standard cipher algorithm is applied three times to each data block
<b>We, us, our or Westpac</b>	Westpac Banking Corporation ABN 33 007 457 141 and its related bodies corporate
<b>You</b>	The Online Banking customer that has accepted these terms and conditions