

# Online Banking

## Terms and Conditions.

These Terms and Conditions apply to your access and use of Westpac Online Banking.

This document sets out the terms and Conditions for Westpac Online Banking ('Online Banking'), which refers to our online, mobile and tablet banking service. Online Banking is a service that lets you check information about Accounts, and tell us to perform transactions using those Accounts. However, the operation of each of those Accounts including banking services on the Accounts is controlled by the terms and conditions we give you for that Account (or in the case of another person's Account that you are authorised to access, controlled by the terms and conditions which we give to that other person).

For individual customers, you can manage the Accounts in your own Online Banking and can authorise Users to access the Accounts by creating a Personal Network.

If you are an organisation, you will register for Online Banking for business, and may add several Accounts held by different legal entities to your Business Network. The authorised Administrators will manage your Business Network including authorising Users to access the Accounts.

Please read this document carefully. Your access and use of Online Banking signifies your acceptance to be bound by these Terms and Conditions.

The information in this document is subject to change. We may vary these Terms and Conditions and we will provide updated information by giving you notice (if required) or by posting the information on our website, as described in Part 4. You can get a paper copy of any updated information without charge by contacting us.

### **A guide to reading this document.**

If you intend to authorise Users to access the Accounts in your Online Banking, or you are authorised to access someone else's Online Banking service, Part 2 of these Terms and Conditions sets out some additional terms and conditions that will apply.

There are words used in these Terms and Conditions that have special meanings, which can be found at the end of this document in the section 'Meaning of Words' in Part 4.

### **If you need to know more, please ask.**

If there's anything in this document that you'd like to clarify or know more about, simply contact us by:

- calling Telephone Banking 132 032 or (+61 2) 9155 7700 from overseas
- visiting our website [westpac.com.au](http://westpac.com.au)
- visiting any of our branches
- writing to us at GPO Box 3433, Sydney NSW 2001

To report suspected unauthorised access or a security breach to your Online Banking or Access codes, or to request your Online Banking to be reactivated please call our contact centre on 1300 655 505 or (+61 2) 9155 7700 from overseas (24 hours, 7 days a week).

### **Your Bank.**

The banking products and services set out in this document are provided to you by:

Westpac Banking Corporation ABN 33 007 457 141  
275 Kent St, Sydney NSW 2000

Australian financial services licence and Australian credit licence number 233714

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# Part 1 – Features, fees and Terms and Conditions.

## Section A – Features and benefits of Online Banking and BPAY.

We want to make all the details about your banking clear and easy to understand. This document gives you the information you need to use Online Banking in the right way, so you can get the best value and keep bank fees to a minimum.

You can use Online Banking to access a range of banking services including:

<b>Get a better picture of your banking</b>	<ul style="list-style-type: none"><li>• See all Accounts on one screen instantly</li><li>• Check Account balances and details of transactions available through Online Banking</li><li>• View and export up to 3 years' transaction history, including to third party software providers</li><li>• View and print eligible account statements for up to the last 7 years</li><li>• Create a 'nickname' for Accounts, bills or payments</li><li>• Receive alerts about the status of transactions, the progress of loan applications, due dates for BPAY bills and other important banking events</li><li>• Choose between eStatements and paper statements</li><li>• View your Scheduled payments</li><li>• View account information</li><li>• Import files</li><li>• Export payment files</li><li>• View Merchant Services</li></ul>
<b>Make payments</b>	<ul style="list-style-type: none"><li>• Transfer funds between Westpac Accounts</li><li>• Make a payment to an account at Westpac or other Australian financial institutions</li><li>• Make International Payments to accounts held at overseas banks</li><li>• Pay a tax bill to the Australian Taxation Office</li><li>• Schedule payments up to 24 months in advance</li><li>• Set up Recurring payments</li><li>• Make a payment from a Foreign Currency Account (balances shown with indicative rates)</li><li>• Make Same day – RTGS payments to accounts held at eligible Australian financial institutions</li><li>• Create and manage a list of payees and billers</li><li>• Make Payments to your Global Currency Card</li></ul>
<b>Pay bills</b>	<ul style="list-style-type: none"><li>• Pay bills using BPAY</li><li>• Schedule the payment of bills up to 24 months in advance</li><li>• View bills and statements online using BPAY View</li></ul>
<b>Apply Online</b>	<ul style="list-style-type: none"><li>• Apply for selected Westpac accounts and features online</li></ul>

<b>Services and preferences</b>	<ul style="list-style-type: none"> <li>• Manage contact details</li> <li>• Create and receive alerts and messages</li> <li>• Advise us that you are going overseas</li> <li>• Trace a transaction</li> <li>• Stop a cheque or cheque book</li> <li>• Manage Daily Payment Limits</li> <li>• Manage Business Daily Limits</li> <li>• Nominate Administrators to manage a Network</li> <li>• Lock a card temporarily</li> <li>• Activate your card, set and change your card PIN</li> <li>• Reissue or report a card lost or stolen</li> <li>• Change your personal card cash withdrawal limit</li> <li>• Increase or decrease your credit card limit</li> <li>• Add an additional card holder</li> <li>• Create a unique PayID</li> <li>• Link an eligible account to a PayID</li> <li>• Transfer your card balance or switch your card type</li> <li>• Set up and manage SmartPlan repayments for eligible Westpac credit cards</li> <li>• Set up and manage your Card Autopay facility</li> <li>• Manage your Term Deposit</li> <li>• Request a home loan top up</li> <li>• Manage your home loan offset account</li> <li>• Close a credit card or Flexi loan account</li> <li>• If you are a business customer, generate an Invoice (as defined in Part 3)</li> <li>• Manage your Merchant Services</li> <li>• Authorise third parties to access your Merchant Services</li> </ul>
<b>Share an Account</b>	<ul style="list-style-type: none"> <li>• Share access to an Account through Online Banking</li> <li>• Access authorised third party Accounts</li> <li>• Access authorised third party Merchant Services</li> </ul>

Your access to Online Banking services is dependent upon the access to the Accounts you are granted by the owner of the Online Banking service, including the Administrators on their behalf, and Westpac.

Not all Online Banking services are available for all Accounts – see the Terms and Conditions applicable to the Account for more information. For information about services you can initiate through Online Banking on selected Accounts (for example to request a cheque to be stopped on an Account), please refer to the relevant Account Terms and Conditions.

Online Banking has been tailored to access via your mobile phone and tablet device through Mobile Banking and Tablet Banking. Some features of Online Banking are not available in Mobile Banking or in Tablet Banking.

## Section B – Fees and charges for Online Banking and BPAY.

There are no establishment or ongoing fees for accessing Online Banking. However fees and charges apply for the processing of some payments and may apply for the use of some Security devices, for services to which the ePayments Code does not apply.

Online Banking customers will be charged the below fees at the time of processing their transaction either to the nominated billing account or an Account chosen at the time of requesting or approving the transaction. Account nominated for these fees will need to be an Australian dollar account.

Each Westpac Account has a separate fee structure, and fees and charges in addition to the below fees may be payable. Please refer to the Account Terms and Conditions for more details. Information on our current fees and charges is available on request.

Fee Type		Amount
International payments	International payment – To transfer to an overseas account in foreign currency	\$10.00 per payment
	International Payment – To transfer to an overseas account in Australian Dollars	\$20.00 per payment
	International Payment cancellation (applies when Payment is returned by overseas financial institution as described in the International Payments section)	\$25.00 per returned payment
Bank cheque		Nil
Voucher and cheque imaging		Nil
Imported Payment files Payment template		Nil
Stop individual cheque		\$12.00 per cheque charged to the Westpac Account
Request to trace a transaction		Nil

**Fees applicable to Online Banking for business (unless you, as an individual customer request and Westpac agrees to add any of these services or payment methods to your Online Banking).**

Fee Type	Amount
Pay Anyone	Nil
Same day – RTGS payment	\$20.00 per transaction
Imported Payment files Payment template	Nil Manually created payments using File import or Payments created from a template may incur fees based on the Terms and Conditions of the Direct Entry facility used
Additional Token	First 3 Tokens issued to an organisation are free \$5.50 per month (or part thereof) for each additional Token
Replacing a lost or stolen Token	Nil

Note 1: Excess transaction fees may apply when you exceed any monthly withdrawal allowance that applies to your Westpac Account. Please refer to the Account Terms and Conditions for more detail.

Note 2: Online Banking for business customers must nominate a billing account for fees to be charged monthly no later than the first Business Day of the next month.

## Section C – Online Banking Terms and Conditions.

1. **Your use of Online Banking is to be in accordance with these Terms and Conditions.**
2. **These Terms and Conditions are separate from and do not affect the Terms and Conditions applicable to any Account or Direct Entry facility accessed by Online Banking.**
3. **Getting started.**

- 3.1 You, as the owner of an Online Banking service must register to establish an Online Banking service in your name.
- 3.2 If you are an individual, you can register by visiting any of our branches or by calling our contact centre, going to [westpac.com.au](http://westpac.com.au) or downloading the Mobile or Tablet Banking application. We will provide you instructions on how to complete your registration and activate Online Banking. If we automatically register you for Online Banking we'll give you notice.
- 3.3 If you are an organisation, you can register by going to [westpac.com.au](http://westpac.com.au) and visiting any of our branches.
- 3.4 To sign in to Online Banking for the first time, you will need a Customer number and a Password.

### User set up.

- 3.5 You, as the owner of the Online Banking service or an Administrator on your behalf can register Users to access Accounts and open certain Accounts (which includes accepting the terms and conditions on your behalf) within your Network through User administration or by contacting us. We will assign each User a Customer number and a Password if they don't already have one. Part 2 of these Terms and Conditions describes the access Users may be assigned to the Accounts in a Network by you or the Administrators on your behalf.
- 3.6 When setting up a new User the process for delivering the Customer number and Password to the User must be nominated. For existing Online Banking Users, the User will be able to access the Network by signing in to Online Banking in the usual way and then selecting the Online Banking service from the Profile list in Online Banking.

### First sign in.

- 3.7 When you sign into Online Banking for the first time you'll be required to change the Password we provide you. For your security, we recommend that you choose a Password for Online Banking that is unrelated to any of your other Westpac passwords, such as your card PIN. Section D – Security and liability describes how you can protect your Access codes from unauthorised access.
- 3.8 When you sign into Online Banking for the first time you'll also be required to:
  - provide additional personal information (including your email address and mobile number) to enable your use of Online Banking and Westpac Protect SMS Codes.
  - for individual customers, agree to receive notices, documents and communications for your current and future accounts electronically through Online Banking and be notified to your email address when a document is available to retrieve (see clause 13).

We will handle your personal information as set out in the Privacy Statement in Part 4.

- 3.9 You and any User authorised to administer your Network or approve payments in Online Banking must have satisfied Westpac's identification requirements. You can find Westpac's identification requirements on [westpac.com.au](http://westpac.com.au)

### Electronic equipment.

- 3.10 Online Banking is a browser-based service which means you don't need any software other than a compatible browser. For more information on compatible browsers, please go to [westpac.com.au](http://westpac.com.au)
- 3.11 Mobile Banking offers a browser based service (for compatible browsers) and also a mobile application based service for approved Mobile devices. For more information on supported operating systems for Mobile devices, please go to [westpac.com.au](http://westpac.com.au)
- 3.12 It's your responsibility to ensure any electronic equipment required to use Online Banking is available to you, working properly, and that you know how to use it to access Online Banking.



- 3.13 You must take all reasonable steps to protect the security of your electronic equipment, including ensuring that it doesn't have any viruses or any form of program or mechanism capable of recording your Access codes.

### **Notifications on your Mobile device**

- 3.14 We may send notifications to your registered Mobile device (for example, 'push' notifications or notifications based on the location of your Mobile device). In order for us to do this, you must have notifications enabled on your Mobile device.
- 3.15 You can enable or disable Mobile Banking notifications on your Mobile device at any time by changing the settings on your Mobile device.
- 3.16 Anyone who has access to your Mobile device (including if you lend your Mobile device to someone else or your Mobile device is lost or stolen) will be able to see your notifications.
- 3.17 Some notifications are 'actionable'. This means that when you receive a notification, you can select it in order to access more information or perform an instruction (for example, make a payment to your credit card account).
- 3.18 In some instances, notifications may not reach your Mobile device due to the requirements or limitations of your device. Communications network or system outages, or other factors beyond our control (such as your internet connection) may also delay or affect delivery and receipt of notifications. You may not be able to receive notifications if you have uninstalled your Mobile Banking application on your device, or if your device has been deregistered.
- 3.19 We may without notice to you, temporarily suspend or terminate our notifications service for any reason.

### **Joint Accounts.**

- 3.20 The owner of a Network may share a joint account within their Network once all Account holders have signed the Joint Account On-share Authority and we have approved the request.
- 3.21 The method of operation of the Account (e.g. two to sign) will apply in Online Banking for all payments other than those created via a Direct Entry facility. For payments created via a Direct Entry facility, only one approval will be required. Each Account Holder authorises us to process payments from a Joint Account created via a Direct Entry facility without reference to the method of operation of the Account.
- 3.22 An Account with a method of operation of two or more to sign will be added to Online Banking with access limited to view Account information, unless the Account holder authorises and we approve the request for the Account to be shared in a Network.
- 3.23 The Account will be visible in Online Banking to the Users granted access to the Account by you or the Administrators. To transact on the Account you or the Administrators must grant access to at least the equivalent number of Users as the number to sign on the Account. Any transaction created in Online Banking will need to be approved through the approval work flow process for the Network. The work flow process is described in Part 2.
- 3.24 In a Business Network the organisation has the ability to appoint a User that can self approve transactions in Online Banking. Part 2 describes how a Senior Approver can be appointed.

Note: The authorised sharing of an Account through Online Banking does not authorise you or the Users to operate an Account outside of Online Banking.

### **Third party Accounts.**

- 3.25 The Account holder of an Account which is not held in the same name as the Online Banking service can authorise the Account be added to your Online Banking by completing a Third Party Access Authority form.
- 3.26 The Account holder nominates the highest level of access to the Account that a User can be granted access to the Account in Online Banking. The access can be limited to view information on the Account, known as non-value access or value access, which allows you or any User authorised to approve payments on the Account by the Administrators, to transact or provide instructions for the Account in accordance with the method of operation on the Account. The approval work flow process is as described in clause 3.21 above and in Part 2.

## 4. Our authority.

- 4.1. You authorise us to allow any transaction or act on any instructions received on an Account for which the correct Access codes have been provided, including access by Users where appropriate.
- 4.2. You acknowledge that subject to the sections on liability below, you'll be liable for any misuse of Online Banking including transactions on the Accounts or any failure by a User to observe these Terms and Conditions.
- 4.3. You acknowledge that, in addition to your own use of Online Banking a User's access to the Accounts may also incur fees and charges which you'll be required to pay to us.

## 5. Payments.

- 5.1. You may use Online Banking to make payments through a range of payment methods. You need to be aware that any User authorised to approve payments on the Account(s) in Online Banking will also be able to make payments from the Account(s) in accordance with the access to the Account.
- 5.2. You and any User are solely responsible for providing correct payment details including amount and payee details. We have no liability to you or any User for any payment made in accordance with details provided by you or the User.

Where you instruct us to make a Payment to another financial institution, or an Osko Payment, using a BSB and account number we only verify that the BSB is valid to accept payments. We do not verify that the account number is valid. For a Payment using a BSB and account number to a Westpac account (other than an Osko Payment) we verify that the BSB and account numbers are valid to accept payments.

We do not verify that the account number matches the account name for any Payments to any financial institution.

### Transfer Funds.

- 5.3. By using the Transfer Funds option in Online Banking, you may transfer funds between the eligible Westpac Accounts that are accessible through Online Banking. The Account balances and transactions lists will be updated straight away, except credit cards and transfers to a foreign currency Account made after the payment cut-off time, where the transactions list will not update until the following Business Day.

Further, where you transfer funds after a payment cut-off time on a Business Day or a non-Business Day, that transfer may not be included in the balance of your Account for other purposes (such as interest, fees or overdrawn calculations) until the next Business Day.

Where you have an eligible Account that uses the Savings Goal feature, you can transfer funds between a specified savings goal and eligible Westpac Accounts. The balance of the savings goal will be updated immediately except for future dated payments or Recurring payments, where the balance will usually be updated within an hour after a transfer into or out of a savings goal.

- 5.4. Transfers from a credit card to any other Account will be treated as a cash advance and will attract the standard cash advance fee and interest charges (refer to the relevant credit card conditions of use for details).

Transfers from a Corporate Card, Purchasing Card, Virtual Purchasing Card or Employee Benefits Card are not permitted via Online Banking. To make a Transfer Funds payment from these facilities or to effect a reversal of a Transfer Funds made to these facilities, the card Principal must contact their Westpac representative.

- 5.5. You may also transfer funds to your BT Super for Life superannuation account, and the transfer will have effect from the day of the transfer (if done before the cut-off time shown in the Help centre). However, transfers to this account may take up to 5 Banking Days to appear on your BT Super for Life account transaction list.

Funds Transfers from eligible accounts to eligible BT Invest, BT Cash Management and BT Panorama accounts will take up to 3 Banking Days to appear and be available in these accounts.

### Pay Anyone.

- 5.6. Pay Anyone is a transfer of funds from an Account to any other account which is not held in the same name(s). Payment may be made to other Westpac Accounts, or to any valid account at another Australian financial institution which accepts such a Payment.

5.7 If there are insufficient cleared funds in the Account at the time you tell us to make a Payment (including the time for a Scheduled payment you have arranged), we may:

- decline to make the Payment, or
- use our discretion to honour the Payment.

In either case (in accordance with the terms and conditions of the Account) we may charge a fee to the Account. For details of the applicable charges refer to the terms and conditions for the Account from which you're making a Payment.

### **Same day – RTGS.**

- 5.8 You may have the option to make a payment to a Pay Anyone payee using RTGS (real time gross settlement) which is a centralised payment system used in Australia for the same day settlement of Australian dollars transactions. In order to make a payment you'll need to be registered for a Security device.
- 5.9 The payment must be fully approved before the cut-off time on a Banking Day to be settled with the Australian financial institution of the payee's account by close of business on the same Banking Day. Refer to the Help centre for the cut-off time.
- 5.10 There is a maximum daily limit for Same day – RTGS payments that a User can approve. This limit appears in the Same day – RTGS payments section in the Help centre.

### **Pay to Mobile.**

5.11 Pay to Mobile is a way of making a Pay Anyone Payment. Pay to Mobile is a service that allows Westpac customers to make Payments to third parties (Pay to Mobile Payees) by giving us that party's eligible mobile phone number. Mobile or online Payments may be made to an eligible mobile phone number rather than to a Westpac Account or an account at another Australian financial institution. When you register for Pay to Mobile, you can also receive Pay to Mobile Payments as set out in this section. To be eligible for Pay to Mobile, your Mobile phone has to be registered for Westpac Protect SMS Code service and you have to have an eligible Account.

If you ask us to make a Payment using a mobile phone number as an identifier, we will usually process that payment as an Osko Payment. However, if:

- (a) we make Pay to Mobile available to you for a Payment; and
  - (b) the recipient has registered their Mobile phone number for receiving Pay to Mobile payments,
- then we may process that Payment through Pay to Mobile.

### **Making Payments using Pay to Mobile.**

5.12 You agree to advise the Pay to Mobile Payee that you have provided us with their eligible mobile phone number for the purpose of the Pay to Mobile Payment.

For Pay to Mobile Payees who are:

- Westpac Group customers not registered for the Pay to Mobile service; or
- customers of another Australian financial institution:
  - (a) Following an instruction from you that you wish to make a Pay to Mobile Payment, we will allocate a Payment Code to you. You must notify the Pay to Mobile Payee that a Pay to Mobile Payment is available for them to claim by using the Payment Code (which must be used in conjunction with their eligible mobile phone number the Payment was made to). You are solely responsible for notifying the Pay to Mobile Payee of this information and we are not liable for any failure or delay in the Pay to Mobile Payee receiving this information.
  - (b) You must provide the Payment Code to the Pay to Mobile Payee only. You must not allow any other person to see, or overhear you providing the Payment Code. You must not record the Payment Code anywhere that is liable to loss, theft or abuse. If the Payment Code is known to any other person, that person may be able to claim the Pay to Mobile Payment and we are not liable for any loss or damage you or any person suffer.
  - (c) The Pay to Mobile Payee must claim the Pay to Mobile Payment from [westpac.com.au/collectpayment](https://westpac.com.au/collectpayment) by entering:
    - their eligible mobile phone number the Payment was made to;
    - the Payment Code; and
    - the details of their eligible Australian bank account for the funds to be paid to.

If this information is entered incorrectly, their claim of the Payment may be unsuccessful.

- (d) The Pay to Mobile Payee must successfully claim the Pay to Mobile Payment by midnight Sydney time on the third calendar day following the day on which the Payment Code is allocated. If the Pay to Mobile Payee does not successfully claim the Payment within this time, the Payment Code will expire, the funds will be returned to the Account the funds were debited from, and the Pay to Mobile Payee will not be able to claim Payment.

- 5.13 For Pay to Mobile Payees who are Westpac customers registered for the Pay to Mobile service: Pay to Mobile Payments will be processed directly to their nominated account without further information or action required by you or by them. You cannot delete or cancel a Payment made to these Pay to Mobile Payees.
- 5.14 Pay to Mobile Payments will be debited from your Account at the time you instruct the Pay to Mobile Payment. When the Pay to Mobile Payee's account will be credited will depend on the policy and systems of their financial institution. We do not pay interest on any amount credited to your Account if the Pay to Mobile Payee does not claim the Payment or the funds are credited back to your Account for any reason.
- 5.15 If the Pay to Mobile Payee wishes to dispute the amount or payment of the Pay to Mobile Payment, they must contact you directly.
- 5.16 Your Daily Payment Limit covers Pay to Mobile Payments in general. There are also specific daily limits for making Pay to Mobile Payments to payees who are Westpac customers not registered for the service or are not Westpac customers. These daily limits form part of your Daily Payment Limit and they appear in the Pay to Mobile payments section in the Help centre.

### **Receiving Payments using Pay to Mobile.**

- 5.17 Once you have registered for Pay to Mobile, you can also receive Pay to Mobile Payments directly to the Westpac account nominated for Pay to Mobile. Pay to Mobile payments will be paid to your eligible Mobile phone number registered for the Westpac Protect SMS Code service and processed directly to the Account you have nominated without further information or action being required by you. You agree that the payer will be aware that you are a Westpac customer. Where a Pay to Mobile Payee is not registered for Pay to Mobile, payment receipt will occur as described in clause 5.12 above.

### **Osko.**

- 5.18 Osko is a service administered by BPAY that facilitates payments (including Osko Payments) between participating financial institutions.

If you are eligible to make Osko Payments and you make a Pay Anyone Payment to a person eligible to receive Osko Payments, then we will usually send that Payment using Osko where we are able to do so (except for payments made using Westpac keyboard for Android, Google Assistant and some Pay to Mobile Payments – see clause 5.11).

When you receive an Osko Payment it will in most circumstances immediately form part of the available balance of your Account, even if you receive the Osko Payment after the end of a Banking Day. However, where you receive an Osko Payment after the end of a Banking Day, that payment may not be included in the balance of your Account for other purposes (such as interest, fees or overdrawing calculations) until the next Banking Day.

An Osko Payment can be accompanied by a short description, making it easier to know what a payment is for (you must not enter inappropriate payment descriptions such as insulting or defamatory text. We will not be liable to you or any other person for inappropriate payment descriptions).

Osko is a way of making a Pay Anyone Payment. Although Osko is made available by participating members of the BPAY Scheme, payments using Osko are not BPAY payments (and Section E of these terms and conditions do not apply to payments using Osko).

You agree to the disclosure and use of your personal information by, and to, NPP participants and providers of NPP services (including other financial institutions, BPAY and NPP Australia Limited) and their service providers, for the purposes of processing and monitoring payments and to meet our obligations including as an NPP participant.

## PayID.

- 5.19 A PayID is a unique identifier that can be used to receive payments made from participating financial institutions throughout Australia.

Once you have created a PayID with Westpac your PayID will be linked to an eligible Account. When you would like a person to make a payment to your Account, you can give them your PayID, rather than the BSB and Account number of your Account.

If you are eligible to make payments to a PayID from your Account, you may also make Payments to another person by using their PayID (whether their account is held with Westpac or another financial institution). Payments to a PayID count towards your Daily Payment Limit.

Your PayID (and the details linked to it) will be held in a central register by NPP Australia Limited that will be accessible to participating financial institutions. Because your PayID is a unique identifier, a PayID can only be registered with a single participating financial institution, and linked to one account. Westpac may require your PayID to contain certain details (such as by requiring your PayID to be consistent with your Online Banking identity).

- 5.20 You and any User are solely responsible for providing correct details for any payment made or received using a PayID (including amounts and PayID details). We have no liability to you or any User for any payment made in accordance with details provided by you or the User.

When we process a payment to a PayID we check only that the details you provide match a registered PayID. We do not check the owner of the PayID, or the account that is linked to that PayID.

## Creating and managing your PayID.

- 5.21 The easiest way to create a PayID with Westpac is through Online Banking. To transfer an existing PayID to Westpac, you need to contact the financial institution where your PayID is currently registered and tell them you would like to transfer your PayID to us (we cannot transfer it for you) and then register it with us through Online Banking.

When you create a PayID with us you will need to link your PayID to an eligible Account. Not all Westpac accounts can be linked to a PayID, and we may not allow all types of PayIDs to be linked to an Account. You can find out more about the accounts that can be linked to a PayID at Westpac, and the types of PayIDs that can be used to make or receive payments, by visiting our website [westpac.com.au](https://westpac.com.au)

- 5.22 Remember that you need to be entitled to use the PayID. We will only allow you to receive payments using your PayID if we are satisfied that you have the right to use the PayID. We may ask you to provide information that, in our reasonable opinion, establishes that you have the right to use the PayID. If there is a conflict or dispute over a PayID we may lock or close the PayID.

- 5.23 If you have registered your Mobile phone number for Westpac Pay to Mobile, we may require you to create a PayID with us before continuing to make Payments using Pay to Mobile (although you may still receive Pay to Mobile payments).

- 5.24 Because your PayID is linked to your Account, it is important that you keep your PayID details up to date at all times. Contact us if you would like us to:

- change your PayID, or update your PayID details, such as where your Mobile phone number changes;
- change the Account linked to your PayID - you will need to be authorised to transact on the changed Account;
- transfer your PayID to another participating financial institution; or
- close, lock or unlock your PayID.

You must notify us immediately if your PayID details change.

If you ask us to transfer, lock or close your PayID, your Account will remain linked to your PayID, and your PayID may be used to make and receive payments, until we are able to complete processing your request (including, for transfers, where the other financial institution processes the request). If you have asked us to transfer your PayID to another financial institution, and that financial institution does not process the transfer request within the time frames required under the rules applying to PayID transfers, your transfer request will be cancelled (and your PayID will remain registered with us and linked to your Account).

## **Locked PayIDs, closed PayIDs.**

- 5.25 You may lock your PayID by contacting us at any time on 1300 655 505. While your PayID is locked:
- your PayID will not be able to receive payments; and
  - you will not be able to transfer your PayID to another financial institution.

You must immediately notify us if you suspect any unauthorised use of your PayID.

We may, acting reasonably, lock or close your PayID at any time. Without limiting the reasons why we may do so, this may happen if:

- we reasonably suspect that you may not have the right to use a PayID;
  - we reasonably consider you have induced us to create or register a PayID by fraud;
  - your linked Account is blocked or suspended;
  - your linked Account is closed;
  - you no longer have authority to transact on the linked account;
  - we believe your PayID is being used in a way that may cause loss to you or us; or
  - we believe your PayID has become inactive.
- 5.26 If your Online Banking facility is closed (and your PayID has not been transferred to another financial institution) we may close your PayID.

## **Privacy.**

- 5.27 When a person uses your PayID, they will be able to view your PayID and certain details linked to it (such as your name). This is to help reduce the chances of mistaken payments. You agree to the disclosure and use of your personal information by, and to, participating financial institutions, users of PayID payment services, and the providers of the PayID payment facilities (including NPP Australia Limited and BPAY) and their service providers. If you do not agree, we will not be able to offer PayID payment facilities to you.
- 5.28 You agree to the disclosure and use of your personal information by, and to, participating financial institutions, users of PayID payment services, and the providers of the PayID payment facilities (including NPP Australia Limited and BPAY) and their service providers for the purposes of processing and monitoring payments and PayID activity and to meet our obligations as an NPP participant. If you do not agree, we will not be able to offer PayID payment facilities to you.

## **6. International Payments.**

### **Standard International Payments.**

- 6.1 In order to make an International Payment you'll need to be registered for a Security device.
- 6.2 International Payments will usually be available to the recipient within 2 Banking Days of us processing your Payment. However, we can't guarantee this, and in some circumstances it may take longer.
- 6.3 The services of other financial institutions may be used to carry out an International Payment. The other financial institutions involved in carrying out an International Payment (such as the recipient's financial institution or any intermediary financial institution) may impose fees and charges. Any overseas financial institution charges will be borne by the recipient of the International Payment and deducted from the payment amount. Westpac may receive commissions or other benefits from other financial institutions.
- 6.4 An International Payment may be made in Australian dollars or a foreign currency. If you ask us to transfer an amount in a foreign currency, we'll convert the Payment amount from Australian dollars using the retail exchange rate we make available for the foreign currency on that day. When you make an International Payment in a foreign currency you'll receive a confirmation of the Payment at the rate you purchased.
- 6.5 If an International Payment is returned by an overseas financial institution, we'll credit your Account with the Australian dollar equivalent of the amount received, at our prevailing buying rate of exchange for that currency on the date we credit your Account.
- 6.6 There is a maximum daily limit for International Payments that a User can approve. This limit appears in the International Payments section in the Help centre.
- 6.7 If the payment is less than the Foreign Currency Rate Sheet Limit, you may be told the indicative foreign exchange rate for the payment date and can approve the payment on this basis. A higher or lower rate may apply to the actual payment.

- 6.8 If you request us to make a payment in a different currency to the drawing Account for a value of more than Foreign Currency Rate Sheet Limit, or we advise you at the time of creating the payment, you must fully approve the transaction on the payment date. By approving the transaction you accept the rate derived by us from current foreign exchange rates. We will enter into foreign exchange contracts on the foreign exchange market to lock in that rate.
- 6.9 If an International Payment does not proceed for any reason, or you amend or alter any of the details of that payment, we will need to cancel the underlying foreign exchange contracts. As part of the cancellation process, it may sometimes be necessary to 'unwind' the underlying foreign exchange contracts used to lock in your International Payment rate. This will result in your International Payment being cancelled. A different or new rate will also be used in the cancellation process. Depending on market movements in the relevant foreign exchange rates, there could be a cost or gain arising as a result of cancellation. We will pass on to you any such cost or gain.
- 6.10 The foreign exchange rate applicable to scheduled International Payment (including Recurring payments) will be determined on the payment date.
- 6.11 If the value of a scheduled International Payment (including Recurring payments) is greater than the Foreign Currency Rate Sheet Limit, if the International Payment is created in a personal or business network, or if we advise you at the time of creating the payment; the International Payment must be fully approved on the payment date. Such approval may not be possible if the payment date is not a Banking Day.
- 6.12 You should check your payments list to confirm that a scheduled International Payment (including a Recurring payment) has been processed. A rejected International Payment will need to be resubmitted for approval and processing.
- 6.13 International payments may be subject to specific country, currency and minimum value restrictions. Please sign in to Online Banking for notification of any restrictions that may be relevant to your intended payment(s). These restrictions and conditions are subject to change from time to time at our discretion.

## **7. Payment times.**

### **Cut-off times.**

- 7.1 Payment instructions received after a cut-off time may not be processed until the next Business or Banking Day depending on the payment method. This may be the case even if Online Banking shows a change in Account balances resulting from the instruction given. Different cut-off times apply to different payment methods. Cut off times for BPAY payments are set out in Section E, clause 3.10. For other cut off times refer to the Help centre.
- 7.2 We may vary cut-off times at any time. We'll advise you of permanent or long term variations to cut-off times. If we need to make temporary changes we may not give advance notice.
- 7.3 If you tell us to make an Online Banking transaction or payment before the applicable cut-off time, in most cases it'll be treated as having been made on the same day. However, we may choose to process a transaction or payment on a day after the cut-off time for that day. (The date on which a BPAY payment is effective is worked out in accordance with Section E.)

### **Delayed payments.**

- 7.4 We will endeavour to process all instructions initiated through Online Banking promptly but there may be delays that are caused by factors beyond our control. If you should reasonably be aware that there are technical problems affecting an instruction, our liability is limited to correcting any errors and refunding any fees that we have charged you.

### **Anti-Money Laundering and Counter-Terrorism Financing Obligations.**

- 7.5 Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform. You should be aware and you agree that:
- transactions may be delayed, blocked, frozen (which may include isolating funds and moving them into a separate account) or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused, we and our correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your use of Online Banking;
  - we may from time to time require additional information from you to assist us in the above compliance process; and you must provide that information; 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.

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

- you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country), and
- the underlying activity/product for which Online Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

### **Scheduled payments (for eligible payment types).**

7.7 Certain payment services allow you to schedule a Payment up to 24 months in advance as either a one off payment or a Recurring payment (provided that these payments options are available for your Account type). Not all payment services can be used to make Scheduled payments. You can find out more about the types of payment services that can be used to make Scheduled payments by visiting our website [westpac.com.au](http://westpac.com.au)

7.8 Cleared funds must be available at least a day before a Scheduled payment is due. A Scheduled payment may not be able to be made if:

- there is an insufficient Available balance in the Account; or
- the Payment will exceed the daily limit for the payment method (if applicable); or
- the payment will exceed your Daily Payment Limit or the Business Daily Limit; or
- an invalid Account is selected, or
- a User in a Network involved in the approval of a Recurring payment is no longer an Approver, no longer has access to the Account or has been removed from the Network.

Note: For individual customers, Scheduled payments and Recurring payments will not be automatically cancelled when your Online Banking service is terminated. We recommend you cancel all Scheduled payments and Recurring payments in Online Banking before you request we terminate your Online Banking.

7.9 You can cancel or make a change to the amount or date of an individual payment before midnight (Sydney time) on the day before the payment date. A change to an individual Scheduled payment won't change any other Scheduled payments to the same payee or the Recurring payment arrangement. To change the payment details for future payments in a Recurring payment arrangement, select the Payment from the Recurring payment list.

## **8. Daily Payment Limits.**

8.1 We may impose a maximum amount you may transfer from all the Accounts you can access using Online Banking per day, known as your Daily Payment Limit.

8.2 If you are an individual customer, the default Daily Payment Limit is \$750 per day. You can request to change your Daily Payment Limit and we will notify you of the maximum limits available. You will need to be registered for a Security device to request to amend the limit through Online Banking. You and any Users you add to your Online Banking with make payments access to Accounts will share your Daily Payment Limit (Refer to Part 2 for User access). This is the maximum amount that can be transferred from all the Accounts in the Personal Network per day.

8.3 You'll need to be registered for a Security device at all times to have a Daily Payment Limit above the Maximum No Device Limit. If your Daily Payment Limit is above the Maximum No Device Limit and at any time you become deregistered from a Security device, the Daily Payment Limit that applies to you will immediately be reduced to the Maximum No Device Limit.

### **Business Networks.**

8.4 Each User with Approver access must be assigned a Daily Payment Limit. The default limit when registering a Business Network for the first Administrator will be \$20,000 and subsequent Administrators will have a default limit of \$5,000.

8.5 The Administrators will be notified within User administration if an Administrator requests to increase a Daily Payment Limit for a User. Please refer to User administration in Online Banking for the maximum Daily Payment Limits available under a Business Network.



- 8.6 We will notify you in accordance with Part 4 if there are any changes to the default Daily Payment Limits or the Maximum No Device Limit for individual customers. For details of the Daily Payment Limit assigned to each User you can call our contact centre.
- 8.7 The aggregated maximum amount across all the Accounts in a Business Network that can be approved each day is known as the Business Daily Limit. Part 2 of these Terms and Conditions describes this limit.

### **What payment methods does the Daily Payment Limit apply?**

- 8.8 The Daily Payment Limit covers the following payment methods:
- Pay Anyone payments
  - Same day - RTGS payments
  - Pay to Mobile payments
  - Osko Payments
  - International Payments
  - Requests for the issue of a bank cheque
  - BPAY payment to a Restricted BPAY biller
  - Direct Entry (if applicable)
  - Pay Anyone payment to the Australian Taxation Office (ATO) (Business Networks only)
- 8.9 Unless the payment is to a Restricted BPAY biller, any BPAY payments made from an Account won't count towards your Daily Payment Limit.
- 8.10 In addition to the Daily Payment Limit assigned to you, a daily limit may be applicable to certain payment methods for your security and the security of the Accounts. If the daily limit applicable to a payment method is exceeded, the payment won't be processed on that day, whether or not you have sufficient funds available in your Daily Payment Limit.

### **Changes to the Daily Payment Limit.**

- 8.11 If a Daily Payment Limit is increased you should note that this increases your risk that an unauthorised person with knowledge of your Access codes may make larger withdrawals on the Account(s).
- 8.12 We may lower your Daily Payment Limit where no Online Banking activity has occurred for an extended period (usually of 3 months or more). This is a security feature designed to reduce the risk of unauthorised transactions occurring on the Account(s) in Online Banking. We will give you notice when we do this in accordance with Part 4. We may not give you notice if we reduce the limit to restore security to Online Banking or individual Accounts as described in Part 4.

## **9. Important note on Payments.**

- 9.1 We can't verify Account Details for Payments made to non-Westpac accounts or Osko Payments. If the receiving financial institution has an account with the Account Details you enter, the Payment will usually be completed.
- 9.2 If the Account Details don't match to an account, in most cases the Payment is returned to the Account by the receiving financial institution. You won't be notified and the payment status in Online Banking won't change. (That is, the returned amount is treated as a separate payment to the Account, and not a reversal of your original Payment transaction.) For this reason, please be careful when making Payments to third party accounts, and check the Account Activity lists regularly for any returned Payments.
- 9.3 If you make a Payment in error and it's not returned automatically by the receiving financial institution, it may not be recoverable. For more information on the process for recovering a Mistaken Internet Payment refer to Section D. For other Payment methods, refer to the Terms and Conditions for the Account.
- 9.4 If you have the permission to create multiple Payments, you need to carefully review the details for each Payment including the Account Details. You will be given the option to save the Payment details into a Payment template after the Payments are approved.
- 9.5 Under an arrangement with the Australian Taxation Office (ATO), the ATO payee details are automatically listed in the Payee list and the ATO cannot be deleted as a payee.

- 9.6 If we are notified that an Account holder on a joint Account dies and we consent to the surviving Account holder's request for the Account to remain open, the surviving Account holder will be liable for all payments that have been authorised by the late Account holder (or authorised on their behalf) in Online Banking including any Recurring payments and future dated payments, unless the surviving Account holder requests us to cancel the payments.

## **10. Receipts and records.**

- 10.1 We'll provide you with a payment ID – a unique transaction number – and a deposit receipt number each time you make an Online Banking transaction. You should keep this record in case you have any queries in relation to the transaction.
- 10.2 We'll make available an electronic receipt of the details of any payment created in Online Banking. You can request us to send an electronic receipt to an email address as a record.
- 10.3 We recommend you check the status of your Payments and Scheduled Payments after the Scheduled payment date to ensure that it was able to be completed.
- 10.4 You should check your payment records and receipts carefully and promptly report any error to us by calling our contact centre.
- 10.5 Unless stated otherwise the time recorded on transaction records is the time in Sydney.

## **11. Currency of information and availability.**

- 11.1 Information available through Online Banking concerning transactions and balances may not always be up to date. It will usually record the transactions and available balance of an Account up to the close of business on the previous Business Day, but may show the effect of some transactions since the previous Business Day. Information shown through Online Banking at a particular time may be adjusted after that time to reflect the true position between you and us, for example if a cheque is dishonoured.
- 11.2 When you sign into Online Banking for the first time, the record of transactions on an Account may not be available. These transaction records will usually be available the following Business Day.
- 11.3 Not all services and functions offered through Online Banking are available at all times.
- 11.4 Online Banking may be unavailable due to scheduled outages or due to factors beyond our control, such as your internet connection.
- 11.5 The balances given in a regular balance alert or insufficient funds alert are current as at the time and date given within the alert message.
- 11.6 If you set up Quick Balance on your Mobile device, you can view the balances as described in 11.1 above, for your chosen Accounts without signing into Mobile Banking each time. For the most up-to-date information available we encourage you to sign in to Mobile Banking. The information will be viewable by anyone who has access to your Mobile device. You can also turn off Quick Balance through Online Banking for your security.

## **12. Statements.**

- 12.1 You may receive statements on eligible Accounts through Online Banking, instead of having paper statements mailed to you. If you stop receiving paper statements on the nominated Account(s) you can revert to paper statements at any time by changing your preferences in Online Banking or contacting us.
- 12.2 If you receive statements through Online Banking we'll send an email to your nominated email address and your Message inbox in Online Banking, advising that your statement is available. It's your responsibility to check your email regularly for these notifications and to access your statement promptly following our email. You must also keep your nominated email address current and let us know if you can't access your email or Online Banking for any reason. While you are receiving statements through Online Banking, you can't opt out of receiving these notifications; however you can change your nominated email address at any time.
- 12.3 If we don't have your current email address, we can't send you email notifications, and for credit card and loan accounts that require statements to be issued, we'll start sending your statements by mail on the second cycle of your statement after the first failed email notice. Where we are required to issue a statement, we'll send them by mail if you cease to be registered for Online Banking or if your Account becomes ineligible to receive non-paper statements.

12.4 You can query any entry on your statement by calling Westpac Telephone Banking.

### **13. Electronic communications for individual customers.**

- 13.1 This section does not apply to Online Banking notices or communications provided in accordance with Part 4 of these terms and conditions. Part 4 continues to operate despite any withdrawal of consent from receipt of electronic account communications in accordance with this section.
- 13.2 You may receive notices, documents and communications electronically for current and future eligible Accounts and insurance policy types, including through Online Banking, instead of having paper documents mailed to you. You can withdraw your consent to receiving documents electronically at any time and revert to paper documents by changing your preferences by account type in Online Banking. To review the account types, and make any changes, go to your mail settings in the services menu in Online Banking.
- 13.3 For some accounts and insurance policy types we can't send documents electronically, including because the law requires some things to be sent by post.
- 13.4 If you receive notices and communications through Online Banking we'll send an email to your nominated email address (notification), advising that you have new documents available. It's your responsibility to check your email regularly for these notifications and to access the documents promptly following our email. You must also keep your nominated email address current and let us know if you can't access your email or Online Banking for any reason. While you are receiving documents through Online Banking, you can't opt out of receiving these notifications; however you can change your nominated email address at any time.
- 13.5 You will be able to print or download the documents provided electronically through Online Banking for up to 18 months. Once the documents are no longer available through Online Banking, they will continue to be available to you (for up to 7 years from their creation) by contacting us.

### **14. Suspension and termination.**

14.1 You agree that you will not use Online Banking to transmit any content, including via any payment methods (for example, text in payment descriptions for Osko Payments), that in our opinion:

- includes inappropriate, crude or insulting language;
- is defamatory or otherwise unlawful; and/or
- promotes or is, harassing, abusive, intimidating or threatening, including any threats of physical violence or mental harm, to any other person.

If, in our opinion, you do not comply with this clause we may refuse to process a payment and/or suspend or terminate your use of Online Banking in accordance with clause 14.2.

- 14.2 We may suspend or terminate your use of Online Banking without giving you notice where we reasonably believe your access should be suspended or terminated. This includes where we believe that there is a risk of fraud or security breach, you do not comply with clause 14.1 above or where you have not accessed Online Banking for a period of 6 months or more.
- 14.3 You may terminate your use of Online Banking at any time by giving us written notice or calling our contact centre.

### **15. Chat service in Online Banking.**

- 15.1 We may give you access to our chat service in Online Banking, where you may chat with the virtual assistant (bot) or a member of our staff. The virtual assistant can only offer self-service support.
- 15.2 The virtual assistant and our staff cannot perform any online banking transaction over the chat service, unless they accept your instruction and provide you with a receipt number (in the case of a payments transaction) or otherwise confirm that a transaction has been completed. You should check your payment records and receipts carefully, and promptly report any error to us by calling our Telephone Banking team.
- 15.3 Where the virtual assistant or our staff is not able to assist with your query over the chat service, we may refer you to our Telephone Banking team or a Westpac branch. Telephone Banking Terms and Conditions apply to telephone banking (which is available at [westpac.com.au](https://www.westpac.com.au)).
- 15.4 Please don't provide personal information over the chat service unless specifically requested. Westpac's Privacy Policy applies to your use of the chat service.
- 15.5 If the chat service is not available, please call Telephone Banking.

## 16. Open Banking – Consumer Data Right.

Open Banking gives you the ability to share your banking information with other parties you trust, including other banks, online. To use Open Banking and share your data, you will need to be registered for Online Banking as well as satisfy other eligibility criteria. If you ask us to share your data via Open Banking, this will not affect any existing data sharing permissions on your Account in Online Banking.

Visit [westpac.com.au/openbanking](https://westpac.com.au/openbanking) for further information about Open Banking.

## Section D – Security and liability.

### 1. Access codes.

- 1.1 Access codes are the keys to each Account. They allow anybody using them to conduct operations on the Account. Because of this you must take special care to protect them.
- 1.2 You must ensure that your Access codes are kept secure. The requirements for protecting your Access codes are set out in clause 4 below. You must ensure that all Users comply with these requirements.
- 1.3 You must not disclose your Access code to anyone, except to us, in the course of using Online Banking.
- 1.4 If you enter any of your Access codes incorrectly 3 consecutive times, your Online Banking may be suspended and you won't have access to Online Banking. If this occurs, please call our contact centre to reactivate your Online Banking access.

### 2. Sign in using Passwords, Mobile passcodes and biometric information.

- 2.1 When you register for Online Banking you'll be provided with a temporary Password (unless you are under 12 years old). If you are under 12, an account signatory will be provided with the Password. You must change this Password when you first access Online Banking and ensure any User does the same.
- 2.2 It is very important that your Password, and every User's Password, remains secure. Ways to achieve this include choosing a Password that nobody could guess, not using one that includes your name, date of birth (or part thereof) or a combination of these, and not using the same password that is used for other services such as your email service.
- 2.3 If you use Mobile Banking, you can access your Mobile Banking using your Customer ID and Password. You may be given an opportunity to select a Mobile passcode or choose to use biometric information such as the fingerprints or facial data you store on your Mobile device for accessing Mobile Banking through your chosen Mobile device. Selecting a Mobile passcode or selecting to use the stored biometric information to sign in to Mobile Banking are alternatives to entering the Password each time. We will notify you through the Mobile device when you can choose to set up these options to sign in to Tablet Banking.
- 2.4 You can sign in by using biometric information where your Mobile device allows you to control access to it using, for example, any fingerprint or facial data that you store in the device. If you wish to sign in using biometric information, you should ensure that only your biometric information is stored on the Mobile device. Each time the Mobile device registers a use of biometric information to authorise any transactions through Westpac Mobile Banking or Westpac Tablet Banking (as applicable), you instruct us to perform those transactions.
- 2.5 In addition to ensuring your Mobile device is secure, it is very important that each Mobile passcode or biometric information used in connection with that Mobile device, remain secure.
- 2.6 If we suspect the security of your Password or Mobile passcode has been breached, you'll be required to change it.

### 3. Security Codes.

- 3.1 In order to make certain Online Banking transactions, including changes to your Online Banking settings you'll need to be registered for a Security device, for example Westpac Protect SMS Code service.
- 3.2 Once you're registered you may need to enter the Security Code provided for particular transactions or activity, including:
  - Create new and amend payee and biller details;

- a new Pay Anyone payment (i.e. a payment to a person whom you have not already made a Pay Anyone payment);
  - a Pay to Mobile payment;
  - a new BPAY payment (i.e. a BPAY payment using a biller code and reference number combination that you have not previously used for a BPAY payment);
  - a Same day – RTGS payment;
  - an International Payment (not applicable for Online Banking for business);
  - a request for an issue of a bank cheque to a person who doesn't appear in your bank cheque payee list;
  - an instruction to withdraw funds from or close a Term Deposit account;
  - update your contact details;
  - Administrators to access and make any changes in User administration; and
  - any other feature that may be deemed to require additional authentication based on our security controls and monitoring.
- 3.3 If you are no longer registered for a Security device at any time it may have the effect of immediately reducing your Daily Payment Limit as described in the section Daily Payments Limits in Section C. You can cancel your registration for a Security device by contacting us, or if you are a Business Network User, the Administrator can cancel your registration in User administration.
- 3.4 If you are registered for a Security device call our contact centre for assistance if you need to approve a transaction and:
- your Mobile phone or Security device has been lost or stolen
  - your Mobile phone or Security device is not operational
  - If you are registered for SMS Code:
    - you don't have access to the Mobile phone
    - you're out of phone range, or
    - the SMS Code service is not operational.

### **Westpac Protect SMS Code service.**

- 3.5 We will send the Westpac Protect SMS Code by SMS to your Mobile phone, and you'll need to promptly enter that Access code in Online Banking for the transaction to be processed.
- 3.6 We recommend you nominate a Mobile phone number used only by you. If the Mobile phone is also used by other people, they may receive, or be able to access your SMS Code messages. If you tell us your Mobile phone number is changing via Online Banking, we'll send an SMS to your old number. If you call our contact centre to tell us about this change, we'll send an SMS to both the old and new numbers.
- 3.7 We don't charge you a fee for sending a SMS Code to your Mobile phone. However, your Mobile phone service provider may impose fees and charges, including fees and charges for sending and receiving SMS messages. The payment of any such fees and charges is the responsibility of the Mobile phone account holder. If you have any concerns regarding such fees and charges speak with your service provider.

### **Tokens.**

- 3.8 If you are registered to hold a Token you agree that the Token issued to you remains our property, and agree to return the Token to us immediately:
- upon our request;
  - on cancellation of Online Banking; or
  - on termination of your authority to use the Security device by us or any Administrator.
- 3.9 You must keep any Token secure and in a location where unauthorised people can't access it.

## **4. Protecting your Access codes.**

- 4.1 To protect your Access codes you must:
- try to memorise them;
  - destroy any documentation or communication we issue to you that contains an Access code;
  - not write your Access codes including your Password or Mobile passcode on your computer, Mobile phone, Mobile device or Security device, even if disguised;

- not keep a record of your Access codes with or near your computer, Mobile phone, Mobile device or Security device;
- not tell anyone your Access codes, including family members, friends and our staff; and in the case of making a Pay to Mobile payment, only notify the Pay to Mobile Payee the Payment Code in accordance with Section C;
- not select as your Access code a number or word that can easily be associated with you, such as your date of birth, phone number, driver's licence number, or part of your name; and
- make sure nobody watches you or hears you when you're entering or using your Access codes at electronic equipment or when you notify the Pay to Mobile Payee the Payment Code in accordance with Section C.

4.2 If you make a record of your Access codes you must either take reasonable steps to prevent unauthorised access to the record or ensure it is reasonably disguised. We don't consider it a reasonable attempt to disguise an Access code if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the Access code;
- record the Access code as a phone number with the Access code in its correct sequence within the number;
- record the Access code as a telephone number where no other telephone numbers are recorded; or
- disguise the Access code as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your Access code.

4.3 If you make a record of your Access code you must keep that record separate and well away from any electronic equipment (such as a computer or Mobile phone) or any other Access code or Security device you use to access Online Banking unless the Access code is reasonably disguised.

4.4 If you're registered for a Security device, to protect the Accounts you must:

- keep your Security device secure and in a location where unauthorised people can't access it;
- not write your Customer number, Password on, or store them in an unprotected manner in or on the Security device; and
- not keep a record of your Customer number, Password near the Security device.

4.5 If you're using Mobile Banking, you must also not write your Customer number, Password or Mobile passcode on your Mobile device or keep a record of any of them near the Mobile device.

## **What you must do if you suspect an unauthorised transaction, loss of Security devices or breach of security of Access codes.**

4.6 If you suspect the security of any Access code has been breached, your Mobile device has been lost, stolen or misused, your Security device or the Mobile phone you use to receive Westpac Protect SMS Codes has been lost, stolen or misused, or an unauthorised transaction has occurred you must ensure:

- you call our contact centre immediately (details are at the front of these Terms and Conditions);
- the Access code (excluding Customer number) is changed;
- the Mobile device is de-authorised for Mobile Banking;
- the Security device (excluding Customer number) is replaced; and
- you inform us that SMS Codes should no longer be sent to the Mobile phone number.

4.7 We'll give you the notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report of a suspected breach.

4.8 If you can't contact us by phone because our emergency telephone numbers are unavailable, you'll not be responsible for any unauthorised use of Online Banking which could have been prevented if you were able to contact us by phone provided you tell us of the loss, theft or misuse of your Security device or Mobile phone or suspected breach of security of your Access code(s) within a reasonable time after our contact numbers become available again.

## **5. Liability.**

5.1 Liability for any losses resulting from unauthorised transactions made using Online Banking will be determined by us in accordance with the ePayments Code, where that Code applies to the transaction.

- 5.2 For the purposes of this clause 5, a reference to you or your means the Account holder of the Account from which an unauthorised transaction has occurred.
- 5.3 You are responsible to ensure when you grant access to your Account(s) to another Online Banking service, that the owner of that Online Banking service notifies you of any changes to the Daily Payment Limit and/or Business Daily Limit. Any increase to these limits may increase your liability for unauthorised transactions.

### **When you are not liable.**

- 5.4 You'll not be liable for losses resulting from unauthorised transactions made using Online Banking where it is clear that you or a User have not contributed to the loss.
- 5.5 You'll also not be liable for losses resulting from unauthorised transactions made using Online Banking that:
- are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements, or merchants or their agents or employees;
  - happen before you or a User receives or selects an Access code and/or Security device (including any reissued Access code or Security device);
  - happen after we have been notified that a Security device or Mobile phone has been misused, lost or stolen or that the security of any Access code has been breached;
  - relate to any component of a Security device, an Access code or Identifier that is forged, faulty, expired, or cancelled; and
  - are the result of the same transaction being incorrectly debited more than once to the same account.

In the above situations we will credit the amount of the unauthorised transaction to the Account.

### **When you are liable.**

- 5.6 You'll be liable for losses resulting from transactions which are carried out by you, a User or by another person with the knowledge and consent of you or of any User.
- 5.7 You'll be liable for actual losses resulting from unauthorised transactions made using Online Banking caused by you or a User:
- engaging in fraud;
  - voluntarily disclosing any of their Access codes to anyone, including a family member or friend (except in the case of Pay to Mobile where the voluntary disclosure relates to the Payment Code to the Pay to Mobile Payee in accordance with Section C);
  - keeping a record of an Access code without making a reasonable attempt to disguise it or to prevent unauthorised access to it in accordance with clause 4;
  - where more than one Access code is required, recording both (or all) of the codes in a way that they could be lost or stolen together. For transactions where a Security device is required this includes keeping a record of an Access code in a way that could be stolen with their Mobile phone, Mobile device or Security device;
  - writing their Access codes or a disguised record of their Access codes on their Mobile phone or Security device;
  - selecting an Access code which represents their date of birth (or part thereof), or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such an Access code and told them of the consequences of doing so; or
  - acting with extreme carelessness in failing to protect the security of their Access codes.
- 5.8 You'll also be liable for actual losses resulting from unauthorised transactions made using Online Banking caused by the User unreasonably delaying notifying us of the misuse, loss or theft of a Mobile phone, Security device, or of their Access code(s) becoming known to someone else.
- 5.9 In these cases your liability will only extend to losses which occur between the time when you or a User became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified. This limit on liability does not apply to customers of Online Banking for business.
- 5.10 However, you'll not be liable to pay for:
- that portion of the losses incurred in a period which exceed any transaction limit for that period;
  - that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;

- losses incurred on any accounts which the Account holder and Westpac had not agreed could be accessed using Online Banking; or
  - losses occurring after we have been notified that a Security device that has been issued, has been lost or stolen or that the security of the Access code(s) has been breached.
- 5.11 Your liability is subject to Westpac proving on the balance of probability that a User contributed to the losses in one or more of the ways listed above.
- 5.12 If more than one Access code is required to perform a transaction and we prove that a User breached the security requirements for one or more, but not all, of those codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.
- 5.13 In circumstances where it is unclear whether you (or a User) contributed to the loss, you will only be liable for losses resulting from unauthorised transactions made using Online Banking to a limited extent. Your liability in such cases will be the least of:
- \$150.00;
  - the balance of the Account on which the unauthorised transactions were made; or
  - the actual loss incurred before we are notified of the misuse, loss or theft of a Security device, or Access codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable Daily Payment Limit).

### **Online Banking for business.**

- 5.14 In circumstances where it is unclear whether you (or a User) contributed to the loss, you will only be liable for losses resulting from unauthorised transactions made using Online Banking to a limited extent. Your liability in such cases will be the least of:
- the balance of the Account on which the unauthorised transactions were made; or
  - the actual loss incurred before we are notified of the misuse, loss or theft of a Security device, or Access codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable Daily Payment Limit).
- 5.15 You will also be liable for losses resulting from an Administrator or User accessing Online Banking via a computer that you know contains software that has the ability to reveal to a third party, or to otherwise compromise, Access codes and/or customer information, including account information.

## **6. Mistaken Internet Payments.**

- 6.1 This clause does not apply to:
- (a) BPAY payments. See Section E of these Terms and Conditions for what to do if you believe a BPAY payment has been affected by a mistake; and
  - (b) business customer Pay Anyone Payments; and
  - (c) any other payment method other than an individual customer's Pay Anyone Payment (including Same day - RTGS payments and Osko Payments), or a Pay to Mobile Payment. See the Account terms and conditions for what to do if you believe a payment has been affected by a mistake.
- 6.2 You should report Mistaken Internet Payments to us as soon as you become aware of them. You can report Mistaken Internet Payments to us in Online Banking, by visiting a Westpac branch or by calling Telephone Banking.
- 6.3 We'll give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

### **How we deal with Mistaken Internet Payments.**

- 6.4 Mistaken Internet Payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. This section provides a summary of the processes in that Code.
- 6.5 We may be the sending institution, that is the financial institution whose customer made the payment or the receiving institution, that is the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your Westpac Account. We will be the receiving institution where the payment is made to your Westpac Account.



- 6.6 Where a financial institution other than us is the receiving or sending financial institution, we can't guarantee that it'll follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it doesn't follow those processes.
- 6.7 Where the sending institution is not satisfied that a payment is a Mistaken Internet Payment, it is not required to take any further action, however it may choose to contact the unintended recipient and explain that a person has claimed that a transaction was mistaken.
- 6.8 Notwithstanding anything set out below, where the unintended recipient of the Mistaken Internet Payment is receiving income support payments from Centrelink, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
- 6.9 Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a Mistaken Internet Payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a Mistaken Internet Payment.

### **Where sufficient funds are available in the unintended recipient's account.**

- 6.10 Where the sending institution is satisfied that the Mistaken Internet Payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the Mistaken Internet Payment, the process that will apply will depend upon when the report of the mistaken transaction is made.

### **Where the report is made within 10 business days of the payment.**

- 6.11 If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 Business Days of the request or any reasonably longer period up to a maximum of 10 Business Days.

### **Where the report is made between 10 business days and 7 months of the payment.**

- 6.12 The receiving institution will investigate the payment and complete the investigation within 10 Business Days of receiving a request.
- 6.13 If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 Business Days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period.
- 6.14 If the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business Days of the end of that period.

### **Where a report is made more than 7 months after the payment.**

- 6.15 If the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.
- 6.16 In each case where the receiving institution is not satisfied that a Mistaken Internet Payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.
- 6.17 In each case, where the funds are returned to the sending institution, it will return the funds to the source Account as soon as practicable.

### **Where sufficient funds are not available.**

- 6.18 Where both the sending and receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

### **Where you receive a Mistaken Internet Payment.**

- 6.19 Where:
- both we and the sending institution are satisfied that a payment made to your account is a Mistaken Internet Payment; and
  - sufficient credit funds are available in your account to the value of that payment; and

- the Mistaken Internet Payment is reported 7 months or less after the payment; and
- for Mistaken Internet Payments reported between 10 business days and 7 months of the payment, you don't establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 6.13;

we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 6.11 or 6.14 above.

- 6.20 If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the Mistaken Internet Payment to the payer.
- 6.21 We can prevent you from withdrawing funds that are the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

### **Liability for losses arising from Mistaken Internet Payments.**

- 6.22 You must ensure that Internet payment details are correct. You and any User are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a Mistaken Internet Payment in accordance with this clause 6, but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including Mistaken Internet Payments.

## **Section E – BPAY.**

### **1. BPAY Terms and Conditions.**

- 1.1 The terms and conditions set out in this section apply when you make a payment through the BPAY Scheme.
- 1.2 In relation to your use of BPAY, if there is any inconsistency between these BPAY terms and conditions and any other terms and conditions (such as those that apply to an Account) then these terms and conditions will apply to the extent of that inconsistency.

### **2. BPAY Scheme.**

- 2.1 We are a member of the BPAY Scheme. We'll tell you if we're no longer a member of the BPAY Scheme.
- 2.2 For the purposes of the BPAY Scheme, we may also be a biller and you may nominate us as a biller for the purposes of your use of BPAY View. You may be able to make a transfer from an account at another financial institution which is a member of the BPAY Scheme to an Account you have with us.

### **3. BPAY payments.**

- 3.1 You can use the BPAY service of Online Banking to pay any of your bills displaying the BPAY logo. You may select to pay your bills on either the current date or a date up to 24 months in the future.
- 3.2 When we make a BPAY payment on your behalf we are not acting as your agent or the agent of the biller to whom that payment is directed.

### **Making a payment.**

- 3.3 You don't need to register for BPAY in order to make a BPAY payment.
- 3.4 When you ask us to make a BPAY payment, you must give us the information specified below:
- the Account you want us to debit the payment from;
  - the amount you wish to pay;
  - the biller code of the biller you wish to pay (this can be found on your bill, or can be selected from your existing biller list if you have previously made a payment to this biller); and
  - your customer reference number (this can be found on the bill or invoice you receive from the biller).
- 3.5 When the payment is approved, we'll debit your nominated Account with the amount you specify. Details of BPAY payments, including a receipt number, will appear on your Account statement.
- 3.6 If you are registered for a Security device and are making a payment to a new BPAY biller and customer reference number combination you've not paid before, you'll be required to enter an Access code to confirm your payment.

3.7 If there aren't sufficient cleared funds in the Account at the time you tell us to make a BPAY payment, we may:

- decline to make the payment; or
- use our discretion to honour the payment.

In either case (in accordance with the terms and conditions of the Account) we may charge a fee to the Account. For details refer to the terms and conditions for the Account from which you're making a payment.

3.8 BPAY payments can be made from most Accounts held with us. A list of eligible Accounts appears in the BPAY section in the Help centre. Some billers will not accept BPAY payments from certain account types.

3.9 When you use a credit card to make a BPAY payment, we treat that payment as a credit card purchase transaction.

### **BPAY payment cut-off times.**

3.10 Billers participating in the BPAY Scheme will treat BPAY payments you make as received according to the table below:

<b>If the BPAY payment is made:</b>	<b>If the Payment will be treated as received:</b>
<b>Before 6.00pm Sydney time on a Banking Day</b>	On the date that you make the BPAY payment
<b>After 6.00pm Sydney time on a Banking Day</b>	On the next Banking Day
<b>On a non-Banking Day (including for Scheduled payments)</b>	On the next Banking Day

3.11 A delay might occur in the processing of a BPAY payment where:

- there is a public or bank holiday on the day after you tell us to make a BPAY payment;
- we received your BPAY instructions after the cut-off times referred to above; or
- another participant in the BPAY Scheme isn't complying with its obligations.

3.12 If we're advised that a BPAY payment can't be processed by a biller, we'll send an alert in Online Banking to advise you of this, credit the account with the amount of the BPAY payment, and if you ask us to do so, take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

### **Scheduled BPAY payments.**

3.13 You can arrange a BPAY payment to be made up to 24 months in advance as either a one-off payment or a Recurring payment. If the date you select is a non-Banking Day, your BPAY payment may be delayed as described above.

Cleared funds must be available in the Account the day before the Payment is made. If there aren't sufficient cleared funds in the Account on the day before the selected date, we may:

- decline to make the payment; or
- use our discretion to honour the payment

in accordance with the terms and conditions of the Account. We may charge a fee to the Account and/or debit interest charges to any overdrawn amount. For details refer to the terms and conditions for the Account from which you have selected as the source of the payment.

3.14 A Scheduled payment may not be able to be made for a number of reasons including if the biller no longer participates in the BPAY Scheme. If we aren't able to make a BPAY payment at the nominated future payment date we'll advise you by email.

### **BPAY biller daily limits.**

3.16 To increase the security of your BPAY service, a daily limit of \$10,000 will be applied to a certain group of billers (in particular, this relates to payments made to credit card accounts). Note this limit is different to your Daily Payment Limit and Business Daily Limit, and if the daily limit for your BPAY service is exceeded, further BPAY payments will be rejected, irrespective of whether sufficient funds are available in your Daily Payment Limit and Business Daily Limit (as applicable).

3.17 A daily limit won't be implemented for billers related to payments of your utilities; e.g. electricity or phone bills.

3.18 Please be aware that a BPAY biller may also set limits on the amount of a BPAY payment they'll accept.

### **Stopping or altering payments.**

3.19 If you believe that you have made a mistake in a BPAY payment, you must contact us as soon as possible so that we can locate the transaction and take action.

3.20 If you make a BPAY payment and later discover that:

- the amount you specified is greater than the required amount – then you must contact the biller to obtain a refund of the excess;
- the amount you specified is less than the required amount – then you can make another BPAY payment to make up the difference; or

3.21 You may stop or alter a Scheduled payment by asking us to before midnight on the Business Day immediately prior to the day the payment is to be made.

3.22 We can't accept a request to stop or alter a BPAY payment that is not a Scheduled payment after you have instructed us to make it.

## **4. Liability for BPAY payments.**

4.1 We attempt to rectify any mistaken or unauthorised BPAY payments in the way described in this section. If the ePayments Code applies to an unauthorised BPAY transaction, liability for that transaction will be determined in accordance with the provisions of that Code.

4.2 Other than as set out below (and subject to the ePayments Code) we'll not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

4.3 No refunds will be provided through the BPAY Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller. Even where your BPAY payment has been made using a credit card, no chargeback rights will be available under BPAY Scheme rules.

### **Mistaken BPAY payments.**

4.4 Please tell us promptly if you're aware if a BPAY payment is made to a person or for an amount which is not in accordance with your instructions. If the Account was debited for the amount of that mistaken payment, we will credit that amount back to that Account.

4.5 However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Business Days of us attempting to do so, the amount of that payment from the biller who received it, you will be liable to pay us that amount.

### **Unauthorised BPAY payments.**

4.6 You should tell us promptly if you become aware that a BPAY payment that you didn't authorise has been made from your Account.

4.7 You won't be liable for loss of funds if a BPAY payment is made in accordance with a payment direction which appeared to be from you or on your behalf but for which you did not give authority. If the Account was debited for the amount of that unauthorised payment, we will credit that amount back to that Account.

4.8 However, you must pay us the amount of that unauthorised payment if:

- we cannot recover that amount within 20 Business Days of us attempting to do so from the biller who received it; and
- the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

4.9 If you tell us that a BPAY payment made from your Account is unauthorised, you must give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your Customer Reference Number and such information as we reasonably require to investigate the BPAY payment. We are not obliged to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.

## **Fraud.**

- 4.10 If you make a BPAY payment because of the fraud of a person involved in the BPAY Scheme (e.g. a biller), then that person should refund the amount of the fraud induced payment. If you aren't able to obtain a refund, then please advise us and we'll inform you of other rights of recovery you may have under the BPAY Scheme rules.

## **If there is more than one reason for the payment.**

- 4.11 If an unauthorised BPAY Payment mentioned in clause 4.6 is also affected by a mistake mentioned in clause 4.4 or fraud as described in clause 4.10, we will resolve it under the unauthorised BPAY payments regime in clauses 4.6 to 4.9. If a BPAY payment that is not an unauthorised BPAY payment is affected by both a mistake mentioned in clause 4.6 and fraud as described in clause 4.10, we will resolve it under the rules for fraud induced payments under clause 4.10.

## **Consequential loss.**

- 4.12 We're not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.
- 4.13 You indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because a user did not observe any of their obligations under these terms and conditions or acted negligently or fraudulently in connection with the use of the BPAY Scheme.
- 4.14 This clause doesn't apply to the extent that it's inconsistent with or contrary to any applicable law or other code of practice to which we've subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

## **5. BPAY View.**

- 5.1 BPAY View enables you to receive bills from participating billers nominated by you through Online Banking. Users within a Network must be granted access to manage BPAY View by the Administrators, and only then will be able to register a biller for BPAY View, see bill summaries, and where applicable, view detailed bills.
- 5.2 If you nominate to receive bills through BPAY View, you agree to:
- (a) Us or a biller (as appropriate) collecting data about whether you access your emails, Online Banking and any link to a bill or statement.
  - (b) Receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purposes of this clause we are the agent for each biller nominated by you.

Refer to clause 7 Privacy on the disclosure and use of your personal information in the BPAY Scheme.

- 5.3 You can remove a biller at any time. The removal is effective immediately, the biller will be removed from your BPAY View bill registrations and you will no longer receive electronic bills from that biller.
- 5.4 When using BPAY View to receive bills, you must:
- check your emails or Online Banking at least weekly;
  - tell us if your contact details (including email address) change;
  - tell us if you're unable to access your email or Online Banking or a link to a bill or statement for any reason; and
  - ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

## **Notice of bills or statements.**

- 5.5 You agree that when using BPAY View if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
- (a) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - (b) at the email address nominated by you.

- 5.6 You agree that when using BPAY View if you receive notification in Online Banking without an email then that bill or statement is received by you:
- (a) when a notification is posted on Online Banking, whether or not you choose to access our Online Banking; and
  - (b) at Online Banking.
- 5.7 You agree that when using BPAY View, bills and statements delivered to you remain accessible through Online Banking for the period determined by the biller, after which they will be deleted, whether paid or not. However, if you don't use Online Banking for 6 months we may determine that you're inactive and may delete the bills and statements at any time from that determination.
- 5.8 You agree that when using BPAY View you'll contact the biller direct if you have any queries in relation to bills or statements.

### **Paper bills and statements.**

- 5.9 You may receive paper bills and statements from a biller instead of electronic bills and statements:
- (a) At your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form).
  - (b) If you or a biller de-register from BPAY View.
  - (c) If we receive notification that your email mailbox is full, so that you can't receive any email notification of a bill or statement.
  - (d) If your email address is incorrect or can't be found and/or your email is returned to us undelivered.
  - (e) If we're aware that you're unable to access your email or Online Banking or a link to a bill or statement for any reason.
  - (f) If any function necessary to facilitate BPAY View malfunctions or isn't available for any reason for an extended period.

### **BPAY View billing errors.**

- 5.10 For the purposes of this clause, a BPAY View billing error means any of the following:
- (a) If you've successfully registered to receive bills via BPAY View:
    - failure to give you a bill (other than because you failed to view an available bill);
    - failure to give you a bill on time (other than because you failed to view an available bill on time);
    - giving a bill to the wrong person; or
    - giving a bill with incorrect details.
  - (b) If your attempt to deregister from BPAY View has failed for any reason – giving you a bill if you've unsuccessfully attempted to deregister
- 5.11 You agree that if a billing error occurs:
- (a) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
  - (b) the party who caused the error is responsible for correcting it and paying any charges or interest that would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.
- 5.12 You agree that for the purposes of this clause you're responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you're using at any time to participate in BPAY View.

## **6. Suspension.**

- 6.1 We may suspend your right to participate in the BPAY Scheme at any time.
- 6.2 The circumstances in which we may suspend your right to participate are:
- (a) You're in breach of the Online Banking Terms and Conditions or these Terms and Conditions;
  - (b) You or someone acting on your behalf is suspected of engaging in fraudulent conduct; or

- (c) You're engaging in conduct that is in our reasonable opinion disruptive to the operation of Online Banking and or BPAY.

## 7. Privacy.

- 7.1 If you use the BPAY Scheme (including BPAY View), you agree to our disclosing to billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
  - (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme. If you nominate to receive bills through BPAY View, to billers nominated by you to verify that you can receive bill and statements electronically using BPAY View (or telling them if you cease to do so);
  - (b) such of your transactional information as is necessary to process your BPAY payments and your use of BPAY View. Your BPAY payments information will be disclosed by BPAY Pty Ltd, through its agent, to the biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the biller; and
  - (c) that an event in clause 4.9 has occurred.
- 7.2 You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme as necessary.
- 7.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the section 'Meaning of Words'.
- 7.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY payment or use of BPAY View.

## Section F – Cardless Cash.

### 1. Cardless Cash Terms and Conditions.

- 1.1 The terms and conditions set out in this section apply to your use of Cardless Cash, a facility that may be used by Account holders of eligible Westpac transaction accounts to withdraw cash from their Accounts without a card at Westpac Group-branded ATMs in Australia. Westpac Group-branded ATMs include those branded as Westpac, St.George, Bank of Melbourne and BankSA.
- 1.2 Except to the extent of any inconsistency, and only to the extent relevant, the terms and conditions that apply to your eligible Westpac transaction account also apply to Cardless Cash.
- 1.3 You will be deemed to have agreed to these terms and conditions when you use (or another person uses) a cash code supplied by us to you.

### 2. Meaning of words.

- 2.1 Additional Meaning of words.

In this Section F, the following meanings apply, in addition to Meaning of Words in Part 4:

**'Account balance'** has the meaning given in your eligible Westpac transaction account terms and conditions.

**'Card'** means any authorised card issued by us for your eligible Account or which we allow you to link to your eligible Westpac transaction account and includes a Debit Mastercard®, Visa debit card, Handycard and a Westpac credit card.

**'Cash code'** means an identifier (within the meaning of the ePayments Code) which we issue to you on your request which is to be used to make Cardless Cash withdrawals at Westpac Group-branded ATMs in Australia.

**'eligible Westpac transaction account'** means a Westpac deposit account in relation to which Cardless Cash is available for use from time to time. A list of eligible Westpac transaction accounts is available on our website at [westpac.com.au/emergencycash](https://westpac.com.au/emergencycash)

**'Emergency cash'** means the facility to access Cardless Cash via Telephone Banking, subject to the terms and conditions of Section F.

**'user'** means the person(s) authorised by the account holder to perform a Cardless Cash transaction.

'Westpac Group-branded ATMs' includes ATMs in Australia that are branded as Westpac, St.George, Bank of Melbourne, or BankSA.

## Meaning of words to be amended.

### 2.2 Update definition of Identifier

The following definition will apply in this Section F:

'**Identifier**' means information that you, a User or Administrator knows and must provide to perform a transaction but is not required to be kept secret.

## 3. What is Cardless Cash?

Cardless Cash is a facility through which account holders and users may withdraw cash without a card from eligible Westpac transaction accounts from Westpac Group-branded ATMs in Australia.

### How do I set up Cardless Cash?

3.1 You can generate a cash code via Westpac Mobile Banking by selecting the Cardless Cash feature. All first-time users must set up Cardless Cash by following the steps below:

1. Open Westpac Mobile Banking App on your device.
2. Sign into Cardless Cash, using your Online Banking credentials.
3. Set up your device for Cardless Cash by requesting and entering the Westpac Protect™ SMS Code. Note: You will need to be registered for Westpac Protect SMS Code before you can set up Cardless Cash.
4. After first time set up, you can start using Cardless Cash once steps 1-3 are completed successfully.
5. Start using Cardless Cash by selecting an eligible Westpac transaction account that you wish to make a withdrawal from. You should ensure that the eligible Westpac transaction account you nominate contains sufficient funds.
6. Enter the amount you wish to withdraw and tap 'Go'.
7. A cash code will be generated on the next screen. You also have the option to share the code with family and friends (see 'May I pass the cash code on to my family and friends?' over the page).

If you access Westpac Mobile Banking on multiple devices and would like to use Cardless Cash on any of these devices, you will need to go through the above set up steps for each device. Only one account holder can access Cardless Cash per device at a time. Cardless Cash cannot be set up on a Joint Account if the method of operation of the Account is two to sign.

You should take care of your cash code and ensure that it is not given or made available to any person unless you want that person to be able to withdraw cash from your account using Cardless Cash (see 'May I pass the cash code on to my family and friends?' over the page).

### How much cash can I withdraw using Cardless Cash?

3.2 You may withdraw up to the maximum amount you nominate when you request a cash code, subject to the Cardless Cash daily and weekly transaction limits, available on our website at [westpac.com.au/cardlesscash](http://westpac.com.au/cardlesscash) These limits apply in addition to the daily withdrawal limits that apply to your card. You may conduct up to three cardless transactions per day, subject to the daily transaction limit.

Daily and weekly limits will apply per Account holder, for Joint Account holders.

### Are there any fees or charges associated with Cardless Cash?

3.3 There is no additional charge to access Cardless Cash. Refer to the terms and conditions that apply to your eligible Westpac transaction account for standard fees and charges applicable to transactions that you make on your eligible transaction account.

If you currently incur transaction fees for Westpac Group-branded ATM withdrawals, you will continue to incur those fees in accordance with the terms and conditions of your eligible Westpac transaction account.



You will not incur transaction fees for Telephone Banking (staff assisted) cardless cash transactions. Note: The Bank may elect not to charge a fee, which it is otherwise entitled to charge, under the terms and conditions of the account. Any failure by the Bank to charge a fee shall not constitute a waiver of that fee or the right to charge that fee.

## 4. Cash codes.

### What is a 'cash code'?

4.1 A cash code is a 6-digit identifier given to you, upon your request, for the purposes of withdrawing cash using Cardless Cash from a Westpac Group-branded ATM in Australia.

### May I pass the cash code on to my family and friends?

4.2 Yes, if you give a cash code to an authorised person (a 'user') they can withdraw up to the nominated amount of cash from your eligible Westpac transaction account using Cardless Cash.

A user is someone who:

- is authorised by you to withdraw up to the amount of cash nominated by you in a single withdrawal from your eligible Westpac transaction account following your instruction to Westpac to issue you with a cash code, and may not perform any other transaction or give any other instruction; and
- will not be acting as agent for you (whether the user accesses funds through use of a cash code for itself or for you, that person does so as principal and not as agent).

### When does the cash code expire?

4.3 The cash code will expire 3 hours after it is given to you, and may only be used once (even if you do not withdraw the maximum available amount when you use the cash code). To obtain a new cash code, request one through Cardless Cash in Mobile Banking on your Mobile device.

### Can I have more than one cash code?

4.4 No. Only one cash code can be generated per Account holder for an eligible Westpac transaction account at any one time. This means that there can be only one live cash code at any time. If you suspect your cash code has fallen into the wrong hands, you should call us to cancel the code and request a new one immediately. You can also cancel the code and request for a new one via Cardless Cash at any time. See section 5 below in relation to loss, theft or misuse of a cash code.

### Can I access Cardless Cash at non-Westpac branded ATMs or overseas?

4.5 Yes. Cardless Cash can be accessed through Westpac Group-branded ATMs in Australia. This includes any ATM branded as Westpac, St.George, Bank of Melbourne or BankSA. You cannot access Cardless Cash at overseas ATMs.

### Emergency Cash

4.6 Emergency Cash is only available via Telephone Banking where you are unable to access Cardless Cash via Mobile Banking on your Mobile device. If you access Emergency Cash via Telephone Banking, these Cardless Cash terms and conditions will apply to your use of Emergency Cash.

## 5. Security and liability for Cardless Cash.

### Protecting your cash code.

5.1 To protect your cash code, you must:

- not give it to another person unless you want that person to perform a Cardless Cash withdrawal from your eligible Westpac transaction account;
- try to memorise it;
- make sure that nobody watches you or hears you when you are entering or using your cash code at a Westpac Group-branded ATM (except for users you have authorised to use your cash code);
- never enter your cash code at an ATM that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- be ready to make a withdrawal when you approach a Westpac Group-branded ATM in Australia;

- lock the Mobile device that you nominated to receive the text message containing the Cardless Cash details, to avoid unintended persons accessing this information should your Mobile device be stolen or go missing.

Please note: Liability for losses resulting from unauthorised transactions are determined under and subject to Section D of these terms and conditions, and the relevant provisions of the terms and conditions relating to your eligible Westpac transaction account.

## Part 2 – Additional Terms and Conditions that apply to Networks

### 1. Network Terms and Conditions.

- 1.1 For individual customers, you as the owner can authorise Users to access any Accounts available in your Online Banking. This is known as a Personal Network. An Administrator of your Personal Network can also assign Users access to any Accounts available in your Online Banking.
- 1.2 For business customers, you, the organisation as the owner of the Online Banking service nominate Administrators to manage your Business Network. The Administrators can manage Users' access to the Accounts in the Business Network.

### 2. Administrators.

- 2.1 There must be at least one Administrator on a Network. The Administrators can manage the permissions including the features Users can access on the Accounts through User administration in Online Banking. The types of tasks an Administrator is authorised to perform include:
  - Add, amend or remove a User.
  - Suspend and reactivate a User's access.
  - Add and assign User access to Accounts and features available in the Network.
  - Set up payee and biller groups within the payee and biller list and assign User access.
  - Create and update new payees and billers.
  - Manage contact details for Users.
- 2.2 An Administrator in a Business Network can also:
  - Add, reset, suspend, reassign and remove Security devices.
  - Amend a User's Daily Payment Limit.
  - Amend the Business Daily Limit.
  - Amend information about the business that we hold.
  - Manage the Accounts and features available in the Business Network.
  - Manage the number of approvals required for payments and other tasks.
  - Manage statements on eligible Accounts through Online Banking.
  - Add and assign Users access to manage PayIDs (which includes the creations of a PayID and linking an eligible account to a PayID).
- 2.3 To add an Administrator to your Online Banking, you, the owner of the Online Banking service will need to complete the application form. The form is available in User administration online, on the Westpac website or from a Westpac branch.

### 3. User Access.

- 3.1 Each User added to a Network must be assigned an access group by the Administrators, who can then customise the features accessible to the Users. The following table sets out the User access groups available in the Networks and the features that can be made available to Users in the Network.

Group	Business Network	Personal Network
<b>View Accounts</b>	<ul style="list-style-type: none"> <li>• view Account balances</li> <li>• view transaction details, statements</li> <li>• initiate a stop cheque request</li> <li>• request a cheque or voucher image</li> <li>• view cheque and voucher images</li> <li>• request a cheque is stopped</li> <li>• request to trace a transaction</li> <li>• export files including to third party software providers</li> <li>• create or access a Financial Position</li> <li>• quick Balance through Mobile Banking</li> <li>• create a request to open everyday, savings and Term Deposit accounts for a User with Approver access to Approve (Business Networks only)</li> </ul> <p>Any fees charged in relation to these services will be charged to the Account or billing account as applicable.</p>	
<b>Create payments</b>	<ul style="list-style-type: none"> <li>• create payments on an Account for Users with Approver access to approve the payment</li> <li>• create multiple payments</li> <li>• create international payments and same day (RTGS) payments</li> <li>• create new and amend payee and biller details</li> <li>• import files</li> <li>• create a bank cheque</li> <li>• provide instructions for the alteration, renewal and termination of an account</li> <li>• manage Term Deposit maturity instructions</li> <li>• open everyday savings and Term Deposit accounts including accepting the terms and conditions of the Account on your behalf</li> <li>• manage BPAY View</li> </ul>	
<b>Make payments</b>		<ul style="list-style-type: none"> <li>• create and make a payment</li> <li>• create a payment on an Account for another User with make payments access on the Account to approve the payment</li> <li>• create and make multiple payments</li> <li>• create new and amend payee and biller details</li> <li>• import files</li> <li>• order a bank cheque</li> <li>• provide instructions for the alteration, renewal and termination of an account</li> <li>• create a PayID for linking to an eligible Account</li> </ul>
<b>Approver</b>	<p>An Approver with 'Create Payments' access to any account may:</p> <ul style="list-style-type: none"> <li>• approve tasks that the Approver has been assigned (for example, approve a new biller),</li> <li>• approve a payment created by another User, or</li> <li>• simultaneously create and approve a payment themselves. Note: further approvals may be required depending on the account authority or payment task approvals.</li> </ul>	

3.2 Each User who is assigned access to an Account linked to Biz Invoice will have access to Biz Invoice.

## **Approval work flow process.**

- 3.3 A payment may be fully approved up to 90 calendar days after it has been submitted, regardless of the scheduled payment date. After 90 days following submission the unapproved payment will expire and will need to be created again in order to be processed. International, Same day (RTGS) and Recurring payment arrangements will expire on the scheduled payment date.
- 3.4 Once the payment is fully approved it will be processed in accordance with the cut-off time applicable for that payment method.
- 3.5 A Scheduled payment will count towards the Daily Payment Limit and Business Daily Limit on the payment date initially scheduled when submitted for approval.
- 3.6 In a Personal Network for all payments other than those created via a Direct Entry facility, the account method of operation (e.g. 2 to sign) determines the number of Users with make payments access that must approve the transaction in work flow. For payments created via a Direct Entry facility, only one User will be required to approve the transaction.
- 3.7 In a Business Network, for all payments other than those created via a Direct Entry facility, the account method of operation (e.g. 2 to sign) determines the minimum number of Users that must approve a transaction. For payments created via a Direct Entry facility, only one User will be required to approve the transaction unless the Administrator has nominated otherwise. An Administrator may nominate a higher number of approvals for any payment method or task, including payments created via a Direct Entry facility.
- 3.8 A Senior Approver is a User with Approver access that can self approve payments and tasks that usually require more than one User with Approver access to authorise in Online Banking. Clause 5 below describes how a Senior Approver can be established on a Network.

## **Third party Accounts.**

- 3.9 The Account holder can nominate non-value access, which allows the Administrators to assign view Accounts access to Users in the Network, or value access, which allows the Administrators to assign view Accounts, make payments or create payments or Approver access to the User.

Note:

- for Business Networks non-value access will also allow a User to create payments.
- for Personal Networks, where the Savings Goals feature is available on an Account, value access will also allow a User to use the Savings Goals feature, including to view, add, edit and remove savings goals on the Account.

## **Joint Accounts and third party Accounts.**

- 3.10 The Account holder in authorising for the Account to be added to the Network acknowledges the Account may be nominated as the billing account for the Network and any transactions authorised by the Network Administrators and Users are treated as being authorised by the Account holder.

## **4. Additional terms and conditions for Personal Networks.**

- 4.1 You or any Administrator of your Personal Network can authorise Users to access any of the Account(s) in your Online Banking now and in the future by registering an individual through User administration in Online Banking.
- 4.2 You and any Users with make payments access will share the Daily Payment Limit set for your Online Banking. If you increase your Daily Payment Limit, Users will also be able to access the increased limit provided they are registered for a Security device.

## **5. Additional terms and conditions for Business Networks.**

### **Business Daily Limit.**

- 5.1 The Business Daily Limit is the maximum monetary amount that can be approved to be processed from the Accounts in a Business Network per day. Once the Business Daily Limit is reached, no further transactions can be approved, irrespective if any User has an amount remaining in their individual Daily Payment Limit.

- 5.2 The default Business Daily Limit of \$10,000,000 applies to Business Networks, which may be changed by an Administrator up to a maximum amount. The maximum Business Daily Limit for Business Networks is subject to change and appears in the 'What's a Daily Payment Limit?' section in the Help centre.
- 5.3 We will notify you in accordance with Part 4 if there are any changes to the default Business Daily Limit.

### **Senior Approver.**

- 5.4 You, as the owner of the Online Banking for business may authorise a User to self approve tasks and payments on all Accounts they have access to in the Network by completing a Senior Approver nomination form and returning it to us. A User will be granted Senior Approver access until the authorisation is revoked by the organisation.

## **Part 3 – Additional Terms and Conditions that apply to Biz Invoice (business customers only)**

### **1. Meaning of words.**

- 1.1 In this Part 3, the following meanings apply:
  - (a) **Invoice** means an invoice for payment that has been generated using Biz Invoice (including tax invoices).
  - (b) **Recipient** means each person in respect of which you provide an Invoice using Biz Invoice.

### **2. Biz Invoice.**

- 2.1 If you are a business customer, you can use Biz Invoice for the purposes of generating Invoices for goods and services you provide to a Recipient, and to allow you to track when those Invoices have been paid.  
You must not use Biz Invoice for any other purpose.
- 2.2 Biz Invoice may only be used where the Invoice is issued for an amount in Australian dollars and where payment will be made in Australian dollars. Biz Invoice is not suitable for use in circumstances involving exchange of foreign currencies.
- 2.3 In order to use Biz Invoice the Account holder must maintain an Australian domestic address for the Account.
- 2.4 You acknowledge that:
  - (a) you are responsible for the accuracy of the information contained in any Invoice, and you agree that the Westpac Group is not liable for and you will indemnify the Westpac Group in relation to any claims resulting from reliance on or any deficiency in any Invoice;
  - (b) Biz Invoice is not an accounting solution/tool;
  - (c) Biz Invoice's function is limited to the issuing of Invoices and recording of payments made towards those Invoices;
  - (d) we will not be involved in the resolution of any dispute between you and any other third party including any Recipient, nor will we be responsible to you or any third party including any Recipient for any loss arising in connection with a dispute, as a result of or in relation to Biz Invoice;
  - (e) we are not responsible to you for any discrepancy between the amount required to be paid under an Invoice and the actual amount received by you (except where caused by our fraud or gross negligence), and it is your responsibility to verify that you have received the correct amount in payment of an Invoice;
  - (f) we are not responsible if any Invoice is not received by the appropriate officer of, or contact for, the Recipient (except where caused by our fraud or gross negligence);
  - (g) we are not responsible to you or any Recipient if you do not receive the amount required to be paid under an Invoice or if payment is delayed as a result of any error or other action by you, a Recipient, or any Recipient's financial institution;

- (h) any User that has access to the Account will be able to use Biz Invoice;
- (i) you will comply with all Australian laws including in relation to the content of any Invoice, and agree that the Westpac Group is not responsible to you, any Recipient, or any third party in relation to any deficiency in content or form of any Invoice or report generated using Biz Invoice and, to the extent permitted by law, you agree to indemnify the Westpac Group and hold it harmless in relation to any claims resulting from reliance on or any deficiency in any Invoice or report.

2.5 You represent and warrant that:

- (a) you have the right to use any logo or trademark you apply to an Invoice and your use of that logo or trade mark will not infringe the intellectual property rights of any third party;
- (b) you will not include inappropriate, insulting or inflammatory statements in any Invoice.

### **3. Personal information.**

3.1 You agree that:

- (a) before you give any personal information to us about a Recipient you will obtain that Recipient's approval to do so, and you will notify that Recipient that we will handle their personal information in accordance with our Privacy Policy;
- (b) you will respond to any request by a Recipient to access the personal information that we hold about them, or to correct any personal information we hold about them, as soon as reasonably practicable, and you will take such steps as are necessary in order to comply with a Recipient's request;
- (c) you will provide such other assistance as and when requested by us to enable us to comply with our obligations under the *Privacy Act 1988*.

### **4. Liability.**

4.1 You will be solely responsible for supply of the goods or services described in the Invoice and payment will be the sole responsibility of the relevant Recipient.

4.2 We will not be liable to you (except liability arising as a result of our gross negligence or fraud) for any loss you incur directly, or indirectly, including without limitation losses arising out of:

- (a) any failure by you to comply with any of your obligations under this Part 3;
- (b) payments of amounts owed by the Recipient to you (including, for example, where you do not receive the full amount required to be paid under an Invoice, or where the payment is delayed);
- (c) any unauthorised access to Biz Invoice;
- (d) any limitations in the functionality of Biz Invoice;
- (e) any dispute between you and a Recipient or any other person (including without limitation any dispute arising from inaccurate or inappropriate information you have included in an Invoice);
- (f) any disruption caused by:
  - (i) a malfunction of all, or any part of, Biz Invoice; or
  - (ii) any period when all, or any part of, Biz Invoice is unavailable;
- (g) any inaccuracy, error or delay in, or omission from, any information provided to you; and
- (h) any delays, failures, or inaccuracies in the transmission of any information to you, or any other communications.

4.3 Except where this would contravene any law in Australia, in no event will we be liable for any indirect, special or consequential loss (including, without limitation, loss of profits or revenues (actual or anticipated), or otherwise resulting from your use of Biz Invoice). Our liability will in any event be limited to the re-supply of the Biz Invoice service.

### **5. You must compensate us.**

5.1 You must compensate us for any loss we suffer in connection with your use of Biz Invoice including, without limitation, loss arising out of:

- (a) a claim from a Recipient against us in connection with Biz Invoice;

- (b) your failure to comply with any of your obligations under this Part 3;
  - (c) your failure to comply with any law, regulation, directive or sanction;
  - (d) us acting in good faith on instructions purporting to originate from you, except where caused by our fraud or gross negligence.
- 5.2 The undertaking given by you under clause 5.1 is a continuing obligation and continues after your access to Biz Invoice is terminated.
- 5.3 It is not necessary for us to incur expense or make payment before enforcing the relevant undertaking.
- 5.4 Any payments due or to be made by you under this clause will be automatically increased by the amount of any government tax liability incurred by us in respect of those payments, and you must also pay us that amount when we ask.

## 6. Termination or suspension.

- 6.1 We may, at our discretion, suspend or terminate your use of Biz Invoice by giving you 30 days' notice if we cease providing Biz Invoice.
- 6.2 We may suspend or terminate your use of Biz Invoice without giving you advance notice if we suspend or terminate your use of Online Banking.
- 6.3 We may also suspend or terminate your use of Biz Invoice without giving you notice if:
- (a) you fail to comply with any of your obligations under this Part 3; or
  - (b) you give us incorrect, incomplete or misleading information,
- and if we reasonably consider that the event by its nature is material or the event has had, or is likely to have, a material impact on:
- (c) your ability to meet your obligations under this Part 3;
  - (d) our security risks (or our ability to assess these); or
  - (e) our legal risks or reputation.

# Part 3A – Additional Terms and Conditions that apply to Merchant Services (business customers only)

If you are a business customer and have a Merchant product, Merchant Member Number or Merchant Number you may also have access to Merchant Services through Online Banking. Your access to Merchant Services is dependent upon the access you are granted by the owner of the Online Banking service, including the Administrators on their behalf, and Westpac.

See the Terms and Conditions applicable to the Merchant product for more information. For information about services you can initiate through Online Banking on selected Merchant products (for example to amend Merchant eStatement preferences), please refer to the relevant Merchant product Terms and Conditions.

## 1. Meaning of words.

- 1.1. In this Part 3A, the following meanings apply:
- (a) **Merchant Services** means the additional Non-Value Access and/or Value Access made available to Users and Administrators in your Business Network as set out in this Part 3B.
  - (b) **Merchant eStatements** means an electronic copy of the statement showing all the Fees and the summary of EFTPOS transactions for the relevant statement period.
  - (c) **Merchant Member Number (MMN)** is a unique number of the Merchant Facility owned by your business/organisation. The MMN is required for set-up of Merchant Services and enquiries pertaining to your Merchant Services or third-party access to Merchant Services.
  - (d) **Merchant Number (MID)** is the identifier assigned to each individual Merchant product for your business/organisation which can be located on your Merchant eStatement.
  - (e) **Merchant Terminal** means the physical terminal provided to your business for use with the associated MID.

- (f) **Non-Value Access** means:
  - the ability to view Merchant eStatements
  - other functions in Online Banking as advised from time to time by Westpac.
- (g) **Value Access** means:
  - the ability to view Merchant eStatements
  - other functions in Online Banking as advised from time to time by Westpac.
- (h) **Site ID** is the identifier assigned to each individual site on which your business/organisation operates or has been provided a Merchant Terminal.
- (i) **Statement notification email** refers to the Business or Organisation email address used to communicate messages and send notifications for your eligible Merchant Facilities. This email address should be a generic company email address which is accessible to your staff members and not just an individual.

## 2. Granting access to Merchant Services.

- 2.1. Any Account holder or Administrator can authorise Users or other Administrators access to any Merchant Services available in your Online Banking.

## 3. Administrators.

- 3.1. In addition to the Terms and Conditions outlined in Part 2 Section 2.2 (Additional Terms and Conditions – Administrators) an Administrator in a Business Network, in relation to Merchant Services, can:
  - Grant Value Access and Non-Value Access to other Administrators, Users or third parties
  - Manage Merchant Services, including assigning entitlements to a MID under an MMN.

## 4. Additional User access group.

- 4.1. In addition to the Terms and Conditions outlined in Part 2 Section 3.1 (Additional Terms and Conditions – User Access), each User added to a Network may be assigned to the Merchant User access group by the Administrators which will allow the User access to the following features:
  - View Merchant Services (including MMN, Site ID, Merchant ID, Terminal listing and details)
  - Value Access or Non-Value Access as assigned by an Administrator.

# Part 4 – General information

## 1. The Banking Code of Practice.

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

## 2. The ePayments Code.

The ePayments Code governs certain electronic payments to or from an Account where you, the owner of the Online Banking are an individual (e.g. Payments and BPAY). We'll comply with this Code where it applies. The Code does not apply to Online Banking for business.

## 3. Changes to Terms and Conditions.

We may change these Terms and Conditions at any time and we'll notify you of changes as described below.



Type of change	Time frame	Method of notification
<b>New fee or increase to a fee relating solely to your use of Online Banking and BPAY</b>	30 days in advance	In writing or electronically
<b>Changes increasing your liability for losses relating to transactions</b>	30 days in advance	In writing or electronically
<b>Impose, remove or adjust transaction limits which apply to the use of Online Banking and BPAY</b>	30 days in advance	In writing or electronically
<b>A new or varied government charge that directly or indirectly affects you</b>	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been published by a government agency, government or representative body	In writing, electronically or through an advertisement in a major newspaper
<b>Any other change to a term or condition that is required to be in these Terms and Conditions</b>	As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect	In writing, electronically or through an advertisement in a major newspaper

Advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts or facilities or where you cannot reasonably be located. This includes suspension or limiting your access to Online Banking, reducing your Daily Payment Limits or the Business Daily Limit. We can also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

#### 4. Contacting you electronically.

We may use your email address to advise you of any enhancement or changes to Online Banking, including these Terms and Conditions or send you an email notification to tell you the changes are available for viewing within Online Banking or on a website.

For Networks we may advise you by sending an email notification to your Administrators. You acknowledge that by sending email notifications to Administrators, we have notified you of changes to Online Banking and these Terms and Conditions in relation to your Online Banking.

#### 5. Updating your contact details.

##### Email address.

You need to keep your email address current. You may update your email address in the personal details section under settings in Online Banking. If you don't provide us with a correct email address, we may not provide you with access to Online Banking because you may not receive important information regarding Online Banking from us.

##### Mobile phone number.

We may use your Mobile phone number to send you SMS Codes and any information relevant to this service.

When you're registered for SMS Code, you need to contact Westpac on the number(s) at the beginning of these Terms and Conditions to update your Mobile phone number. If you are registered for SMS Code and are a User in a Business Network, you will need to contact the Administrator to update your Mobile phone number.

If you contact our Contact Centre, you'll be notified of any changes to our records of your Mobile phone number via an SMS to both your old and new Mobile phone numbers. If you don't provide us with your correct Mobile phone number, you may not be notified of important information relevant to the use of SMS Codes.

You need to keep your Mobile phone number current. If you update or no longer use your Mobile phone number, you must contact us and you may need to re-register for some of the banking services we provide.

## 6. What to do if you have a problem or dispute.

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Where possible, we will attempt to resolve your complaint on the spot. And if we need to take some additional time to get back to you, we will let you know.

In the event we can't resolve your concern at your first point of contact, we will refer the complaint to our dedicated Customer Experience team.

Our Customer Experience Managers aim is to respond to your complaint as quickly as possible, however some complaints may take longer to resolve than others. We will keep you informed as to the progress of your complaint.

### You can contact us by:

**Phone:** 1300 130 467

**Online:** Go to our website, [westpac.com.au](https://www.westpac.com.au) and search 'Feedback and Complaints'

**Mail:** Customer Experience, Reply Paid 5265, Sydney NSW 2001

### If you are still unhappy.

If you are unhappy with the outcome of your complaint, then please feel free to contact our Westpac Group Customer Advocate.

The role of the Customer Advocate is to provide an objective and independent review of the outcome.

The Westpac Group Customer Advocate can be contacted by email:

[customeradvocate@westpac.com.au](mailto:customeradvocate@westpac.com.au)

Information to Include in your correspondence:

- Your customer number and complaint reference number
- Your preferred contact details
- A brief description of your complaint

If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's details are set out below.

Australian Financial Complaints Authority

**Online:** [www.afca.org.au](https://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

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

## 7. Privacy Statement.

When you use Westpac Online Banking on your mobile or desktop, we may collect your personal information (including your location) to provide you with our Online Banking services and to verify your activity for security purposes.

Westpac has a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law;
- where there is a duty to the public to disclose;
- where the interests of Westpac require disclosure;
- where disclosure is made with your express or implied consent.

### Technical and other information.

We may also collect technical information to help us detect security threats and for fraud analysis and prevention. Such technical information may include information about your device or computer such as 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 web browser. This information may also be used or stored in combination with your personal information for these purposes, including to enable us to contact you if we detect a security threat.

## Use and Disclosure.

We may use your 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.

We may also 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. As a provider of financial services, we have legal obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore.

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](#).

## Westpac Online Banking on Mobile.

When you use Westpac Online Banking on your Mobile Device, we may collect, store and retain information from your device, including your device ID, your location information and information about apps installed on your device to verify that you are using a trusted device, your use of the Mobile Banking App including transactions, or to monitor your device for security purposes. Location information is also used to customise the look and feel of the Mobile Banking App.

To access some services within this App, we may need to request access to certain features on your device. We will always ask for your permission before we access anything stored on your device. If you do not provide us permission, we may not be able to provide the service you requested.

We may access a range of features on your Mobile Device but we do not store or retain this information including:

- your biometrics including Fingerprint ID to identify and sign you in with [supported devices](#)
- your biometrics including Face ID to identify and sign you in with Face ID (for iPhone X models and later only)
- contact information stored on your device to make a payment or to send a payment notification (e.g. a phone number)
- your Camera for card activation and Photo Library for mobile cheque capture.

We may also collect general statistics in relation to your activity. This data is anonymised and used to improve your experience on this App and our Products and Services.

## Cookies.

Westpac Online Banking uses cookies to secure and tailor your App experience. [Learn more](#) about why we use cookies and how to manage them.

## Who do we share your personal data with?

We may share your personal data with companies within the Westpac Group, our partners and third parties (some of which are located outside of Australia or the EEA).

## Further information.

For more details on how we collect, hold, use and disclose your personal data, please see our [Privacy Policy](#) and [EU Data Protection Policy](#).

## Contact us.

If you are not satisfied with how we may handle your personal information or you would like to make a complaint you can contact:

- in Australia, our Privacy Officer by, calling 1300 130 467, using the [Feedback Form](#) or writing to us at Reply Paid 5265, Sydney NSW 2001.
- in the United Kingdom, our Data Protection Officer by, calling + 44 (0) 20 7621 7000, or writing to us at Westpac Banking Corporation, Camomile Court, 23 Camomile Street, London EC3A 7LL.

## Direct electronic marketing.

We may use or disclose your personal information to contact you and send you information about products and services offered by the Westpac Group or its preferred suppliers. Please call Telephone Banking or visit any of our branches if you do not wish to receive marketing communications from us.

## 8. The amounts we pay our staff.

Staff are paid a combination of salary and superannuation but may also become entitled to other benefits as a result of customers acquiring products through them. These other benefits may include cash incentive programs where staff may be eligible for a cash bonus based on the performance of their team and their own performance for achieving or exceeding a sales target. The performance requirements include a variety of key behaviours and objectives, such as the quality of their customer service and level of product sales made by them and by other areas of the business as a result of their referrals.

The amount of the bonus will be based on the extent to which they have exceeded their objectives, their general behaviour, the performance of their business unit and their job classification.

Staff may also be entitled to receive other benefits from incentive and promotional programs. These vary from small non-monetary rewards such as movie tickets, hampers and dinners, to more valuable benefits such as flight and accommodation packages.

## Meaning of words

**Access codes** means any one or more of your Password, Mobile passcode, Security Code and any other code we provide to you (or permit you to choose) from time to time, that enables you to gain access to or use Online Banking and which you are required to keep secret.

**Account** means any one or more of your Westpac bank accounts from which you can access Online Banking services, and includes any Westpac bank account of another person who has authorised you to access the account through Online Banking.

**Account Details** means the BSB and account number.

**Account holder** means the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

**Administrator** means an authorised User that has/have been nominated by you to access User administration (or Administration) to complete administration tasks for a Network.

**APCA** means the Australian Payments Clearing Association.

**Available balance** means the total balance in your account less any unsettled transactions (i.e. cheques deposited that have not yet cleared, or card transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

**Banking Day** means a day that is not a Saturday or Sunday and which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia, and typically excludes national public holidays.

**Biller** means a merchant or other organisation that is registered to receive payments through the BPAY Scheme.

**Billing account** means an Account nominated for the collection of fees charged for transactions and services initiated through Online Banking.

**Biz Invoice** is a service made available to business customers via Online Banking which lets business customers generate an Invoice (as defined in Part 3) for goods and services the business customer has provided, and allows business customers to record payments made toward those Invoices.

**BPAY** and **BPAY View** are registered trademarks of BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street, Sydney NSW – Telephone (02) 9646 92222.

**BPAY payment** is a payment made via the BPAY Scheme through Online Banking.

**BT Super for Life** is issued by BT Funds Management Limited ABN 63 002 916 458 Australian financial services licence number 233724 which is a member of the Westpac Group. An investment in BT Super for Life is not a deposit with, or any other liability of, Westpac Banking Corporation ABN 33 007 457 141 or any other company in the Westpac Group. It is subject to investment risk, including possible delays in repayment or loss of income and principal invested. None of Westpac Banking Corporation or any of its related entities stands behind or otherwise guarantees the capital value or investment performance of any investment option within BT Super for Life.

**BT Invest** means the BT Invest investor directed portfolio service.

**BT Panorama** means the BT Panorama investor directed portfolio service.

**Business Daily Limit** means the maximum daily aggregate payment amount that may be transacted on all Accounts available in a Business Network by the Users.

**Business Day** means any day when Westpac is open for business in any State or Territory of Australia. If Westpac is closed in all States and Territories then that day won't be a Business Day. If Westpac's offices are closed in your State or Territory but open in other States and Territories then Westpac will still regard that day as a Business Day in every other State and Territory. Saturday and Sunday are not classified as Business Days even though some branches may be open for business.

**Cardlink Services Limited** ABN 60 003 311 644 of Level 4, 3 Rider Boulevard, Rhodes NSW.  
Telephone (02) 9646 92222.

**Contact person** means the person nominated to be the primary contact person for Online Banking.

**Customer number** or **Customer ID** is the 8 digit number you're given by us which must be entered into Online Banking to identify you.

**Daily Payment Limit** means the maximum amount you can pay per day across all accounts accessible through Online Banking.

**Direct Entry facility** is a transaction service that a business may hold, that enables the exchange and settlement of bulk electronic Direct Debit and/or Direct Credit transactions, between participating financial institutions, using APCA's Bulk Electronic Clearing System (BECS). Each facility will be issued with its own Direct Entry User ID and User Preferred Specification (UPS) name to enable processing.

**Feature** means an activity or task that can be completed through Online Banking that can be assigned to a User (for example create a Pay Anyone payment).

**Financial Position** (previously known as Balance Sheet) allows you to create an indicative financial statement by organising the Online Banking information from your Accounts and any other information you choose to enter.

**Foreign Currency Rate Sheet Limit** means the maximum value of an International Payment which can be accepted immediately after being informed of the indicative foreign exchange rate. The Foreign Currency Rate Sheet Limit is subject to change and appears in the 'International Payments' section in the Help centre.

**Global Currency Card** means the reloadable prepaid Visa branded card issued by Cuscal Limited ABN 95 087 822 455 AFSL 244116 and is serviced by Rev Australia Pty Limited ABN 91 117 378 953 AFSL 401610.

**Help centre** means the information contained under the '?' icon or 'Learn more' links found on the page in Online Banking.

**Identifier** means information that a User or Administrator knows and must provide to perform a transaction in Online Banking but is not required to be kept secret.

**Invoice** means an invoice for payment that has been generated using Biz Invoice (including tax invoices).

**Joint Account On-share Authority** means a form on which an Account holder authorises the owner of a Network to share their Account(s) within the owner's Network.

**Maximum No Device Limit** means the maximum available Daily Payment Limit if you do not have a Security device. For individual customers, the Maximum No Device Limit is \$1,500. For business customers, the Maximum No Device Limit is subject to change and appears in the 'What's a Daily Payment Limit?' section in the Help centre.

**Mistaken Internet Payment** means a payment, other than one made using BPAY, by an individual (being a person captured by the ePayments Code definition of 'user') through a 'Pay Anyone' or 'Pay to Mobile' internet banking facility and processed through direct entry or Osko where the funds are paid into the account of an unintended recipient because the user enters or selects a BSB and account number and/or identifier that does not belong to the intended recipient as a result of the individual's error or the individual being advised of the wrong BSB and account number and/or identifier.

**Mobile Banking** means an internet service designed for our customers to access certain Online Banking services through a Mobile device. Different services are presented depending on whether the Mobile device is a mobile phone (Westpac Mobile Banking) or a tablet (Westpac Tablet Banking) or other devices that you use to access Online Banking. Services may be offered through an internet website, or through a computer application you may choose to install on your Mobile device.

**Mobile device** means a mobile phone that is able to access Westpac Mobile Banking, a tablet device that is able to access Westpac Tablet Banking, or another type of personal electronic device as described in the Help centre that is able to access specific Online Banking services. Details of supported operating systems are available at [westpac.com.au](http://westpac.com.au) Your Mobile device may also be the Mobile phone you register as a PayID, or to receive Westpac Protect SMS Codes or use Pay to Mobile.

**Mobile passcode** means a confidential number or alphanumeric that can be used to sign in to Mobile Banking on a Mobile device after you've signed in first using your Customer ID and Password.

**Mobile phone** means, if you're registered for Westpac Protect SMS Code, the device with the number that is registered to receive Westpac Protect SMS Codes by SMS; and if you're using Pay to Mobile, the device that is used for the service. Your Mobile phone may also be used as a Mobile device for Mobile Banking or registered as a PayID.

**Network** means the authorising of Users to access Accounts available through your Online Banking and includes a Business Network and Personal Network, unless otherwise specified.

**Online Banking** means the online banking service registered in the name of an individual to manage their banking online, and Online Banking for business unless the context specifies otherwise.

**Online Banking for business** means the online banking service registered in the name of an organisation to manage their business banking online.

**Osko** means the Osko payment service administered by BPAY.

**Osko Payment** means a Pay Anyone payment made using the Osko service.

**Password** means a confidential alphanumeric containing 6 characters. When used with your Customer number it gives access to Online Banking.

**PayID** means a unique identifier held in a central register by NPP Australia Limited and accessible to participating financial institutions to facilitate payments to a PayID.

**Pay to Mobile Payee** means the intended recipient to receive a Pay to Mobile payment from you as payer by you providing us their Australian mobile phone number. You are a Pay to Mobile Payee when you are the intended recipient of a Pay to Mobile payment.

**Payment** including Pay Anyone, Osko Payment and Pay to Mobile (as distinct from a BPAY payment) means a transfer of value from an account held with us to:

1. an account (other than yours) which is held with us;
2. an account held at another Australian financial institution or an overseas financial institution that accepts such payments (which may be in a foreign currency) and includes a transfer to an account held by you at such institution; or
3. a credit card account held with us.

For Pay to Mobile, Payment can only be made to an Australian mobile phone number and not to an overseas mobile phone number or an overseas financial institution.

**Payment Code** means the code we create and allocate to you following an instruction from you that you wish to make a Pay to Mobile payment.

**Privacy Policy** has the meaning given in Part 4, section 7 (Privacy Statement).

**Profile** means an Online Banking service that can be accessed by an User when then sign into Online Banking. A personal customer can be registered for their own Online Banking service, and may be added as a User to access a Network in someone else's Online Banking.

**Quick Balance** is a feature in Mobile Banking to view the balances of chosen Accounts on your Mobile device without having to sign in to Mobile Banking each time. To set up this feature or complete certain transactions including Transfer Funds you must sign in to Mobile Banking.

**Recipient** means each person in respect of which you provide an Invoice using Biz Invoice.

**Recurring payment** means a Payment or BPAY payment of a fixed amount that you select to repeat at regular intervals.

**Restricted BPAY biller** means a BPAY biller that allows amounts to be withdrawn as cash, and some BPAY billers where there have been reports of possible fraud.

**Security Code** is an authorisation code that is generated by a Security device to authorise a transaction through Online Banking and includes Payment Code, Token Code or SMS Code.

**Security device** means the additional security device, or additional authentication steps required to approve certain transactions through Online Banking and includes a Payment Code, Token and Westpac Protect SMS Code.

**Senior Approver** is a User access level in a Business Network that authorises a User to approve tasks and payments alone for all Accounts and features the User is authorised to access.

**Scheduled payment** means a payment (including a BPAY payment) or a funds transfer that you request us to make at a later date.

**SMS** means the telecommunications 'short message service' technology which may allow text messages to be sent to your Mobile phone.

**Third Party Access Authority** means a form on which an Account holder grants access to the owner of the Online Banking service for their Account to be added to the owner's Online Banking.

**Token Code** is an authorisation code that is generated by a Token to authorise a transaction through Online Banking.

**Token** is a physical device that generates a new unpredictable Token Code every sixty seconds.

**User** means the Account holder, or any other person authorised by the Account holder to operate on an Account through Online Banking, including an Administrator.

**User administration** (or **Administration**) is a self service administration service for Networks.

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

**Westpac Live, Online Banking**, and **Westpac Online**, means Westpac's latest online banking service platform available at [westpac.com.au](http://westpac.com.au) including Mobile Banking and Tablet Banking unless specified otherwise.

**Westpac Protect<sup>®</sup> SMS Code** or **SMS Code** means an authorisation code sent by SMS to your Mobile phone to authorise a transaction through Online Banking.

**Westpac Group** means Westpac Banking Corporation and its related bodies corporate as defined in section 9 of the *Corporations Act 2001*.

**You** and **your** means the individual or organisation that holds the Online Banking service in their name and includes a User, where applicable.



