

# Import payee, Biller and Direct Debit Information Service

**Terms and Conditions**

Effective as at 18 November 2015



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**You must read these Terms and Conditions before using this service.**

# IMPORTANT INFORMATION

The Import Payee, Biller and Direct Debit Information Service is available to Westpac Online Banking customers.

## 1. About these Terms and Conditions

By accessing this Service, you agree to the use of the Service under these Terms and Conditions. Please read this document carefully.

These Terms and Conditions apply to your use of the Service in addition to:

- Westpac Online Banking - Terms and Conditions.
- The terms and conditions applicable to any Other Financial Institution that you access using the Service.

If there is an inconsistency between the above, these Terms and Conditions prevail in respect of your use of the Service.

**If you do not understand any part of these Terms and Conditions, or if you have any questions about the Service, please call us on 1300 655 505.**

## 2. About the Service

### 2.1 What is the Service?

The Service allows you to:

- View and select details of your BPAY® Billers and Payees with the Other Financial Institution and import your selected details into Westpac Online Banking.
- View, select and receive details of your Direct Debits over the previous 90 days with the Other Financial Institution at the email address registered in Westpac Online Banking.

### 2.2 How to use the Service

To access the Service, you must:

- Sign in to Westpac Online Banking through desktop or a mobile device.
- Click on 'Import payees & payments' through the online banking dashboard 'Get active on your new Choice account' or through 'Services & Preferences'.
- If on a desktop, download the Westpac secure plugin to enable the Service (not required on a mobile device)
- Enter your Sign-in Information for the Other Financial Institution selected.

The list of accessible Other Financial Institutions may change at any time.

### 2.3 How does the Service work?

Once you enter your sign in information for the Other Financial Institution, the Service securely encrypts your Sign-in Information in the Westpac smart browser and sends it to the Other Financial Institution as if you were logging into the Other Financial Institution yourself, from your device. Your Sign-in Information is never seen, collected or stored by us or our service providers.

At your request, the Service uses the Sign-in Information you've entered to sign in to the websites of your selected Other Financial Institution and extract your selected BPAY Billers, Payees and 90 days of transaction history (which is needed to provide you with your list of your Direct Debits) for the nominated account. Depending on the Sign-in process adopted by the Other Financial Institution, you may be required to enter additional authentication details (e.g. second factor token authentication) in order to extract your Payment Information.

The Payment Information collected by the Service is securely passed through and securely stored on the servers of Westpac and its third party service provider.

You will then be presented with a list of BPAY Billers and Payees where you will have the option of selecting which BPAY Billers and Payees to import into Westpac Online Banking.

You will also be presented with a list of Direct Debits and you will have the option of selecting to have the Direct Debit information sent to you via email. The email will be sent to your registered email address.

The Payment Information collection process performed by the Service is solely initiated and controlled by you. Your Sign-in Information only travels between the Service platform and your selected Other Financial Institution. Your Sign-in Information will be purged and deleted once the Service is completed or closed. As an additional security measure Service will automatically sign out of the Other Financial Institution if it is open and inactive for more than 7 minutes.

This means that you will be required to restart the process to enable the Service and re-enter your Sign-in Information for the Other Financial Institution.

If you'd like to set up scheduled payments after BPAY Billers and Payees have been imported, you will need to manually do this through Westpac Online Banking or in branch.

The Service will NOT cancel your existing BPAY Billers or Payees arrangements with your Other Financial Institution. You will need to contact the Other Financial Institution to stop these payments.

The Service will NOT transfer Direct Debit arrangements with businesses. You will need to contact the other businesses to advise them of your new account details.

### 3. Your responsibilities

The Service is a secure system when used correctly. To minimise the risk of any security breaches it is important you understand your responsibilities as set out in this clause and the rest of these Terms and Conditions.

You acknowledge that:

- Payment Information is as current as the information available on the Other Financial Institution's site at the time the Service is used.
- There may be variability in the accuracy of Payment Information between sites of your Other Financial Institutions; and
- You are responsible for ensuring the BPAY Billers and Payees information is correct prior to setting up any schedule of payments.
- Your use of the Service is for your own personal use only. When you use the Service, you warrant that:
  - your use of the Service; and
  - your performance of your obligations under these Terms and Conditions,does not involve you breaching any of your obligations (whether contractual or not and whether legally enforceable or not) to your Other Financial Institution and you are authorised to access the Service.

If you are unsure about any of above, please contact your Other Financial Institution.

## 4. Privacy

### 4.1 Personal information

When you use the Service, we collect and hold the following personal information:

- The names of your Other Financial Institutions and account types held at your Other Financial Institutions.
- Your Payment Information.

We are unable to provide you with the Service without collecting and holding the above information.

We may exchange the above information with other members of the Westpac Group and service providers who assist us with our business. We may also exchange the information in clause 4.1 where we are required to do so by law or an authority. Other than members of the Westpac Group and our service providers, we will not sell, exchange or disclose the information we collect during your use of the Service to a third party without your express permission other than as necessary to provide Service.

## **4.2 Use of information**

We may use the information in clause 4.1 to:

- Contact you regarding the status of the Service.
- Tell you about enhancements to the Service.
- Respond to your questions or comments about the Service.
- Conduct surveys about the Service.
- Tell you about other matters relevant to the Service or information in clause 4.1, or
- Contact you, or send you information regarding other products and services. You can select whether you wish to receive such communications, and how, by contacting us.

You may have access to the personal information we hold about you. For further information about privacy and how we manage your personal information, please refer our [Privacy Policy](#) and to Westpac Online Banking - Terms and Conditions.

## **5. Liability**

### **5.1 Our provision of the Service**

We provide the Service to you as an independent service provider in accordance with these Terms and Conditions. We are not your agents and we have no authority to enter sites of Other Financial Institutions to retrieve Payment Information on your behalf.

To the extent permitted by law and except as set out in these Terms and Conditions, your use of the Service is at your sole risk.

You understand and acknowledge that:

- The Service works by providing you with the means to access and collect your Payment Information.
- The Service works by you providing information to interface with a range of Other Financial Institution's web portals. On desktop only this involves the download of the Westpac secure plugin.
- We make no representation or warranty as to the security of information located on the sites of the Other Financial Institutions.
- The Service does not usually provide the disclosures, notifications and links from Other Financial Institutions that accompany Payment Information.
- Other than your rights under the Australian Consumer Law, we make no warranties (whether implied, statutory or otherwise) relating to the Service or any other subject matter of these Terms and Conditions, and
- You may experience interruptions and errors in using the Service and neither we, or any of our underlying service providers, licensors, employees, distributors or agents, warrant that the Service will be uninterrupted or error-free.

## 5.2 Unauthorised transactions

Unauthorised transactions can occur in a number of different ways. We will not be liable for any damage you suffer due to an unauthorised transaction with an Other Financial Institution.

If there are any unauthorised transactions on any of your Other Financial Institutions, you must:

- Contact the relevant Other Financial Institution.
- Follow the Other Financial Institution's procedures to deal with the matter, and
- Require the Other Financial Institution to remedy or compensate you for any losses you may have suffered, to the extent of your legal rights.

You should contact the relevant Other Financial Institution for further details about their policies about unauthorised transactions.

## 5.3 Our liability is limited

Except in relation to your rights under the Australian Consumer Law, we will not be liable for any damage you suffer:

- As a result of accessing, using or interacting with the Service.
- As a result of any parties' reliance on the information obtained through use of the Service.
- Due to any failure or delay of the Service to provide information or perform operations requested.
- Due to unavailability of the Service and/or events beyond our control such as but not limited to internet connection or reconfiguration of Other Financial Institutions sites.
- Due to timeliness, accuracy, reliability, completeness or currency of information obtained through use of the Service.
- Due to inaccuracies, omissions, errors or delay in the Service.
- Due to loss or corruption of data held on your personal computer.
- As a result of us being prevented from actioning any task because of something that we cannot reasonably control, for example unavailability of any third-party site or your computer, or
- In relation to a link from Service to a third-party site.

This clause does not apply where the damage arises from:

- Our negligence or wilful default, or negligence or wilful default by our agents, or
- Our breaching a condition or warranty implied into this agreement under consumer protection legislation, if that condition or warranty be excluded, modified or restricted.

## 6. Relationship with Other Financial Institutions

The Service is provided without the consent of Other Financial Institutions, and there are no relevant contractual arrangements between us and any Other Financial Institution relating to the provision of the Service.

We make no representation that any Other Financial Institution or other third party endorses the Service and us providing access to Other Financial Institutions' names, marks, products or services or by providing hypertext links to third party sites does not indicate any such endorsement.

## 7. Words with special meanings

The following words have these meanings in these Terms and Conditions unless the contrary intention appears.

<b>Australian Consumer Law</b>	Australian Consumer Law at Schedule 2 to the Competition and Consumer Act 2010 (Cth).
<b>BPAY</b>	BPAY is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street Sydney NSW – Telephone (02) 9646 92222.
<b>Direct Debit</b>	Represents a list of businesses that have debited your nominated account at least once over the previous 90 days and includes the following Direct Debit descriptions: Direct Debit, Periodical Payment, Automatic Drawing, Loan Repayment LN Repay, Scheduled Payment and Payment by authority.
<b>Import Payee, Biller and Direct Debit Information Service</b>	The service we provide to you as described by these terms and conditions.
<b>Other Financial Institution</b>	The financial institution that you have selected to access through the Service.
<b>Payment Information</b>	The information that the Service collects from the Other Financial Institutions in relation to payees, BPAY Billers and Direct Debits. Information may include account name or any nicknames applied, account number and BSB, account balance and 90 days of transactional information.
<b>Service</b>	Means the Import Payee, Biller and Direct Debit Information Service.
<b>Sign-in Information</b>	The Customer ID, password and other identification details you are required by an Other Financial Institution to provide in order for you to sign in to your Other Financial Institution's internet banking.
<b>We, us, our or Westpac</b>	Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its related bodies corporate.
<b>You or Your</b>	The customer who has accepted these Terms and Conditions.

Clause headings appear for convenience and do not affect the interpretation of clauses. Unless the context requires otherwise, the singular includes the plural and vice versa. A reference to:

- A time means that time in Sydney.
- A document includes any variation or replacement of it.

