

Terms and Conditions for *External accounts Service*

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

IMPORTANT INFORMATION

External accounts service is an account aggregation service available to Westpac Online Banking customers. It allows you to view account information for selected external accounts as part of the overview screen.

This means that in addition to information on your linked Westpac accounts, your Customer ID and Online Banking password gives you access to information about a variety of external accounts you choose. It is therefore very important that you keep your Customer ID and Online Banking password secure and make every effort to ensure that they are not misused, lost or stolen.

External accounts service is made available through an arrangement Westpac has with eWise Systems Pty Limited ABN 14 091 619 760. Pursuant to this arrangement eWise licenses to Westpac the software necessary to provide the *External accounts service* eWise has no access to any customer data or information.

You can only use *External accounts service* if you have access to Westpac Online Banking. You may stop your use of *External accounts service* at any time.

1. About these Terms and Conditions

By setting up your access to *External accounts service*, you agree to the use of *External accounts service* under these Terms and Conditions. Please read this document carefully.

The meaning of words printed *like this* and some other words with special meanings is given in clause 15 at the end of these Terms and Conditions.

These Terms and Conditions apply to your use of *External accounts service* in addition to:

- Westpac Online Banking - Terms and Conditions.
- the terms and conditions applicable to any External Account that you access using *External Accounts Service*.

If there is an inconsistency between the above, these terms and conditions prevail in respect of your use of *External Accounts Service*.

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

2. About *External Accounts Service*

2.1 What is *External Accounts Service*?

External Accounts Service is an account aggregation service. It allows you to view details of your External Accounts when signing in to Westpac Online Banking.

External Accounts Service will consolidate and organise the Account Information collected from your chosen External Account Institutions and present it to you as part of your Overview screen.

This means that by using *External Accounts Service*, you do not have to sign in separately to the websites of External Account Institutions to view your Account Information. *External Accounts Service* will sign in to those sites and collect this information for you.

2.2 How to use *External Accounts Service*

You must have an active internet connection to use *External Accounts Service*.

To set up *External Accounts Service*, you must:

- sign in to Westpac Online Banking,
- read and accept these terms and conditions by ticking the acknowledgement box that appears in the *External Accounts Service* section of Westpac Online Banking,
- select each External Account you want to access via *External Accounts Service*, and
- enter your *Sign-in Information* for each *External Account* selected.

Once added, you will then be able to view as part of your Westpac Online Banking *Overview* the *Account Information* for your *External Accounts*.

The list of *External Account Institutions* accessible via the *External Accounts Service* is maintained by eWise. The list of accessible *External Account Institutions* may change at any time. If a desired *External Account Institution* is not listed, you may suggest that this institution be included in future by following the prompts on the screen. Whilst effort is made to include them in future, we are unable to guarantee this.

2.3 How does *External Accounts Service* work?

When you add an External Account to the *External Accounts Service*, your *Sign-in Information* for that account is encrypted and stored within a *Digital Safe* on your computer. You may also choose to utilise a portable Digital Safe, which provides the added convenience of saving your *Digital Safe* onto a USB or portable device.

At your request, *External Accounts Service* uses the *Sign-in Information* stored in your *Digital Safe* to sign in to the websites of your *External Account Institutions* and extract *Account Information* for each of your *External Accounts*. Depending on the sign-in process adopted by an *External Account Institution*, you may be required to enter additional authentication details (e.g. token authentication) in order to extract your *Account Information*.

The *Account Information* collected by *External Accounts Service* is passed through and stored on Westpac servers. It is presented to you as part of your Westpac Online Banking *Overview* screen each time you sign in to Westpac Online Banking.

The account aggregation process performed by *External Accounts Service* is solely initiated and controlled by you. Your *Sign-in Information* only travels between the computer in which your *Digital Safe* is stored and your *External Account Institution*. This means that while you will be able to see your *External Accounts Service* profile anytime you sign in to Westpac Online Banking, you will not be able to update your *Account Information* unless a *Digital Safe* is present.

2.4 Currency of information

Each time you sign in to Westpac Online Banking you will be provided with the *Account Information* for each of your *External Accounts* on your *Overview*. This information is displayed as at the last time you updated your *External Accounts*.

To update your *Account Information*, go to the contextual menu of the *External Account* you wish to update and select Update balances. Updated *Account Information* for the selected *External Account(s)* will then be retrieved from the relevant External Account Institution. You may update any one or all of your *External Accounts*.

Every time you update the balance for an *External Account*, your computer signs in to the site of the applicable *External Account Institution* and this may be recognised as a sign-in to that *External Account Institution's* website.

2.5 External Account Institutions' sites

In addition to providing a summary of Account Information, *External Accounts Service* also provides a direct click-through to your External Accounts without the need for additional entry of *Sign-in Information*.

When accessing an External Account Institution's site from *External Accounts Service*, a new browser window will open outside Westpac Online Banking. You will be bound by the relevant *External Account Institution's* terms and conditions in the same way you would be if you accessed their site directly. We do not review the content of any *External Account Institution's* sites and we are not responsible for the validity, legality, copyright compliance or decency of the content contained in these sites or any third-party products or services.

Your use of *External Account Institution's* sites and the links to them are entirely at your own risk.

3. Security

External Accounts Service securely encrypts your *Sign-in Information* in your *Digital Safe* at *Triple DES* security level. Your *Sign-in Information* is stored solely in your *Digital Safe* and is never seen, collected or stored by us.

The *Sign-in Information* contained in your *Digital Safe* is accessible only once you sign in to Westpac Online Banking. This means, for example if the computer or portable device containing your *Digital Safe* is lost or stolen, access to the *Sign-in Information* stored within your *Digital Safe* should not be possible without your Westpac Customer ID and Online Banking Password

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

You must tell us immediately if you become aware of, or suspect that your computer or Digital Safe has been compromised in any way that may impact *External Accounts Service*. If you no longer have access to your computer or *Digital Safe* for any reason (for example due to loss or theft), then you must report this to us immediately. On such notice, we will suspend access to *External Accounts Service*. To use *External Accounts Service* following suspension, you will need to accept the Terms and Conditions and follow the prompts to use the service once again.

In accordance with Westpac *Online Banking - Terms and Conditions*, you must tell us as soon as possible if you know or suspect that the security of your Westpac Customer ID and Online Banking Password has been breached.

4. Your responsibilities

External Accounts 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 must not:

- let any other person use your Westpac Customer ID and/or Westpac Online Banking Password; or
- transfer or disclose your Westpac Customer ID and/or Westpac Online Banking Password.

You acknowledge that:

- you are responsible for notifying your *External Account Institutions* and us if you become aware, or suspect that your computer or *Digital Safe* has been compromised in any way,
- you are aware of the terms and conditions of your *External Accounts* (including in relation to the use of account aggregation services) and it is your responsibility to make yourself aware of any changes to the terms and conditions, disclaimers or limitations of liability of the *External Account Institutions*
- you will comply with any agreement you have with *External Account Institutions*
- you will comply with any terms and conditions, rules and procedures (however prescribed) in relation to your *External Accounts*
- you are responsible to update the *Sign-in Information* provided for any *External Accounts* following any change of that information
- *Account Information* is as current as the information available on the *External Account Institution's* site at the time of the *External Account update*
- there may be variability in the currency and/or accuracy of *Account Information* between sites of your *External Account Institutions*; and
- your use of *External Accounts Service* is for your own personal use only.

You warrant both now, and each time you use *External Accounts Service* to retrieve *Account Information* from *External Account Institutions*, that:

- your use of *External Accounts 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 *External Account Institution* and you are authorised to access *External Accounts*.

If you are unsure about any of above, please contact your applicable *External Account Institution*.

5. Costs

We do not currently charge for use of *External Accounts Service*. However, we may introduce new fees at a future date by amending these terms and conditions in accordance with clause 13.

If you do not wish to pay the fees, you may terminate your use of *External Accounts Service* in accordance with clause 8.

You are responsible for any fees associated with accessing *External Accounts* through your *Sign-in Information* (whether or not authorised by you) (e.g. fees charged by *External Account Institutions* for online access).

6. Privacy

6.1 Personal information

When you register and use *External Accounts Service*, we collect and hold the following personal information:

- your name and Westpac Customer ID which is used to identify you as a Westpac customer, Westpac Online Banking and *External Accounts Service* customer
- the names of your *External Account Institutions* and account types of *External Accounts*,
- your *Account Information*, and
- the number of times you update the *Account Information* using *External Accounts Service*.

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

We may exchange the above information with other members of the Westpac Group. If we engage a service provider to do something on our behalf (for example a mailing house or a data processor) then we may exchange with that service provider the information referred to above. We may also exchange the information in clause 6.1 where we are required to do so by law or an authority.

Other than members of the Westpac Group and our service provider, we will not sell, exchange or disclose the information we collect during your use of *External Accounts Service* to a third party without your express permission other than as necessary to provide *External Accounts Service*.

Your *Sign-in Information* is never seen, collected or stored by us or eWise. Westpac Group staff servicing your Online Banking will only have access to your *Account Information* (which is masked as appropriate) and no access to your *Sign-in Information*.

6.2 Use of information

We may use the information in clause 6.1 to:

- contact you regarding the status of *External Accounts Service*
- tell you about enhancements to *External Accounts Service*
- respond to your questions or comments about *External Accounts Service*
- conduct surveys about *External Accounts Service*
- tell you about other matters relevant to *External Accounts Service* or information in clause 6.1, 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.

The information we collect in relation to your use of *External Accounts Service* will be deleted after you cancel your registration for *External Accounts Service*.

You may have access to the personal information we hold about you by. 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*.

7. Liability

7.1 Our provision of *External Accounts Service*

We provide *External Accounts 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 *External Account Institutions* to retrieve *Account Information* on your behalf.

To the extent permitted by law and except as set out in these terms and conditions, your use of *External Accounts Service* is at your sole risk.

You understand and acknowledge that:

- *External Accounts Service* works by providing you with the means to access and store information on your personal computer and Digital Safe
- *External Accounts Service* works by you providing information to interface with a range of *External Account Institutions'* web portals
- we make no representation or warranty as to the security of information located on the sites of *External Account Institutions*

- we make no representation that information obtained from *External Account Institutions* is accurate or current and we have no control over the information provided
- *External Accounts Service* does not always provide the disclosures, notifications and links from *External Account Institutions* that accompany *Account Information*
- other than your rights under the *Australian Consumer Law*, we make no warranties (whether implied, statutory or otherwise) relating to *External Accounts Service* or any other subject matter of these terms and conditions, and
- you may experience interruptions and errors in using the *External Accounts Service* and neither we, or any of our underlying service providers, licensors, employees, distributors or agents, warrant that *External Accounts Service* will be uninterrupted or error-free.

7.2 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 on an *External Account*.**

If there are any unauthorised transactions on any of your *External Accounts*, you must:

- contact the relevant *External Account Institution*; and
- follow the *External Account Institution's* procedures to deal with the matter; and
- require the *External Account 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 *External Account Institution* for further details about their policies about unauthorised transactions and use of account aggregation services.

7.3 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 *External Accounts Service*
- as a result of any parties' reliance on the information obtained through use of *External Accounts Service*
- due to any failure or delay of *External Accounts Service* to provide information or perform operations requested
- due to unavailability of *External Accounts Service* and/or events beyond our control such as but not limited to internet connection or reconfiguration of *External Account Institutions* sites
- due to timeliness, accuracy, reliability, completeness or currency of information obtained through use of *External Accounts Service*
- due to inaccuracies, omissions, errors or delay in *External Accounts Service*
- due to loss or corruption of data held on your personal computer or *Digital Safe*
- 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 *Digital Safe* failing to function properly, or
- in relation to a link from *External Accounts 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.

8. Term

You may cancel your registration for *External Accounts Service* at any time by selecting **Delete this institution** from the **Actions** menu for the External Account This will delete all your *Sign-in* Information from your *Digital Safe*.

We may terminate or cease your access to *External Accounts Service* without prior notice and without liability if any of the following apply:

- you cease to have access to Westpac Online Banking for any reason
- you use *External Accounts Service* for a purpose other than personal purposes or otherwise seek to interfere with the security of the *External Accounts Service*
- your use of *External Accounts Service* is a breach of these terms and conditions or our acceptable use policy
- we believe that you no longer wish to continue to use *External Accounts Service* because you have not used it for a period of at least three months, or
- an immediate change is necessary to restore or maintain the security of Westpac Online Banking or *External Accounts Service*.

We may also:

- cease allowing you to obtain *Account Information* from any particular *External Account* or *External Account Institution*, or suspend your access to all or part of the *External Accounts Service*, and/or
- terminate your use of *External Accounts Service*

and will notify you of the above, in accordance with our notice requirements set out in *Westpac Online Banking - Terms and Conditions*.

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

9. Relationship with External Account Institutions

External Accounts Service is provided without the consent of *External Account Institutions*, and there are no relevant contractual arrangements between us and any *External Account Institution* relating to the provision of the *External Accounts Service*.

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

10. Indemnities

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

- your failure fully to observe your obligations under these terms and conditions
- any act, error, or omission by you, including in relation to incorrect, incomplete, or misleading information
- you libelling or defaming any person
- invasion of privacy, or
- you breaching any applicable law.

11. ePayments Code and the Code of Banking Practice

The ePayments Code governs certain electronic payments to or from your account where you are an individual. We will comply with the ePayments Code where it applies.

The Code of Banking Practice is a self-regulatory code adopted by us. We actively comply with the Code of Banking Practice. General descriptive information about our services is available on request. This includes information about our obligations regarding the confidentiality of your information, complaint handling procedures, and the advisability of you reading the terms and conditions applying to a relevant service.

12. Governing law

These terms and conditions and your use of the *External Accounts Service* are governed by the law in force in New South Wales. Both you and we irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning these terms and conditions or the transactions contemplated by them.

If any provision of these terms and conditions would be void, unenforceable or breach a law, these terms and conditions are to be read as if that provision (or the offending part of the provision) was varied to the extent necessary to make it valid, enforceable or comply with the law, or if that is not possible, omitted.

13. Change

We may make a change to any of these terms and conditions. We will give you notice of any changes to these terms on conditions when you next sign in to use *External Accounts Service*.

Your use of *External Accounts Service* after any changes to these terms and conditions are notified to you will be taken to indicate your acceptance of the terms and conditions as varied.

In making any change to these terms and conditions, we will comply with the notice requirements set out in *Westpac Online Banking - Terms and Conditions*.

14. Complaints

If you have a concern or any other issue regarding the use or functionality of *External Accounts Service* you can contact Westpac by phone on 1300 130 467 or email via our website — www.westpac.com.au and click on 'Contact us.'

Details of our complaints process is set out in *Westpac Online Banking - Terms and Conditions*.

15. Words with special meanings

The following words have these meanings in these terms and conditions unless the contrary intention appears.

Account Information	The information that <i>External Accounts Service</i> collects from External Account Institutions in relation to External Accounts. Information may include account name or any nicknames applied, account number and BSB, account balance or other information (such as frequent flyer or other loyalty balances) depending on the type of account.
Australian Consumer Law	<i>Australian Consumer Law</i> at Schedule 2 to the <i>Competition and Consumer Act 2010 (Cth)</i> .
Digital Safe	A digital safe securely stores your encrypted Sign-in Information and Account Information of your External Accounts. The digital safe is stored on your personal computer and encrypted using Triple DES security.
Digital Safe	Any reference to <i>Digital Safe</i> also includes reference to a portable digital safe. This is a version of the digital safe which resides on a portable storage device (e.g. a USB drive). Sign-in details are also encrypted using Triple DES security.
External Accounts Service	The service we agree to provide to you under these terms and conditions as amended or replaced from time to time.
External Accounts	Each of your accounts with an <i>External Account Institution</i> that you have registered to view through the <i>External Accounts Service</i>
External Account Institution	The banks, financial services and non-financial service providers with which you have an <i>External Account</i> located in Australia or overseas.
Overview or Overview screen	The screen in Westpac Online Banking that displays all your Westpac and External Accounts.
Sign-in Information	The Customer ID, password and other identification details you are required by an External Account Institution to provide in order for you to sign in to an External Account.
Triple DES	This is a security level which means that the Data Encryption Standard cipher algorithm is applied three times to each data block.
We, us, our or Westpac	Westpac Banking Corporation ABN 33 007 457 141 and its related bodies corporate within the meaning of section 50 of the Corporations Act 2001 (Cth) and its successors and assignees.
You	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.