

# Electronic Banking Services

Terms and Conditions

**Westpac Fiji and Westpac PNG**



**Banking for generations**

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# Introduction

This booklet contains the terms and conditions associated with Electronic Banking Services issued by Westpac. Please read all of Section 1, and then the relevant part(s) in Section 2 as they relate to the Electronic Banking Service type(s) you have subscribed for and which determine the features and functions you can use. The terms and conditions in this booklet, together with the Fees and Charges brochure, and any information provided in the Help File or Help and Info constitute the terms and conditions for your Electronic Banking Service type (“Terms and Conditions”).

These Terms and Conditions are to be read in conjunction with the terms and conditions that govern your accounts, (including fees and charges) and any other general customer information we give you concerning your banking relationship with Westpac.

## **Fees and Charges**

The use of an Electronic Banking Service type is subject to all conditions, fees and charges applying to a specific Westpac service. You agree to pay any and all charges relating to using an Electronic Banking Service type. The fees and charges are subject to change and details of these are available in our Fees and Charges brochure which forms part of these Terms and Conditions. Westpac will debit the charges from the Account you have authorised, together with any relevant taxes, charges or duties levied by any government body.

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# Definitions

To assist you with reading this booklet, listed below are some definitions for terms which are expressed throughout this booklet.

<b>Terms</b>	<b>Definitions</b>
Account	Means any and all of the Accounts a customer opens, operates and or maintains with the Bank.
Access Authority	Means a form in which Users may subscribe for Internet Banking, SMS Mobile Banking and Mobile Banking and, if required, authorise Nominees to have prescribed levels of access to the subscribing User's Accounts where the Nominees have their own Access Codes.
Account Holder	Means the person(s) in whose name an Account is conducted and who is responsible for all transactions on the Account.
Access Level	Is the level of access granted by an Account Holder to a nominated User of Internet Banking, SMS Mobile Banking or Mobile Banking.
Account Signatory	Means each person or persons the Account Holder authorises to operate one or more of their Accounts independently, which includes a User.
Authoriser	Means a person(s) appointed by the Account Holder authorised to perform certain functions on the Account Holder's Account(s) via Internet Banking.
Access Code	Means any one or more of your Customer Number, Password, PIN and any other code we provide to you from time to time, that enables you to gain access to or use Electronic Banking Services.
Airtime Top Up	The transfer value from a customer's Account to either your own or someone else's pre-paid mobile phone account with a participating mobile phone or service provider.
Authentication code	A short piece of information used to authenticate a message - in other words, to confirm that the message came from Westpac (its authenticity) and has not been changed.

<b>Terms</b>	<b>Definitions</b>
Banking Business Day	Means any day on which banks in the place where you are registered for Electronic Banking Services are open, not including weekends, public holidays or bank holidays. Saturdays and Sundays are not classified as Banking Business Days even though some branches may be open for business.
Business Customer	Means any person operating a business account(s) with a view to making a profit, or a non-profit organisation or an Internet Banking customer who may require Initiator and Authoriser functions.
Billers	Means an organisation participating in the Bill Pay scheme and wishing to receive Payments via Bill Pay.
Bill Pay	Means an electronic payments scheme whereby you may be able to make payments to Billers.
Current Balance	Means the total balance in your Account which may include any uncleared funds and pending withdrawals.
Customer Number	Means a ten digit number given to you by us which must be entered with your Password to identify you via certain Electronic Banking Services types.
Debit Card	Means any authorised card issued by us for your Account or for which we allow you to link to your Account including a Handy card, Visa Debit Card or any other card issued by us from time to time.
Dual Authorisation	Means a process under which a Business Customer may appoint an Initiator and an Authoriser to perform certain operations through Internet Banking.
Electronic Device	Means any device such as a computer or mobile handset including mobile phone used to access any one or more Electronic Banking Service types.
Electronic Banking Service	Means Internet Banking, SMS Mobile Banking, Mobile Banking or one or more as the context applies.
Electronic Banking Service type	Means the Electronic Banking Service which you subscribed for and which determines the type of functions you can perform.
Initiator	Means a person(s) appointed by the Account Holder authorised to perform certain functions on the Account Holder's Account(s) via Internet Banking.

<b>Terms</b>	<b>Definitions</b>
Internet Banking	Means use of a computer to connect you to us via the Internet and carry out a range of transactions and obtain information about your Accounts.
Keyword	Refers to an alphanumeric customer selected password consisting of a minimum of five (5) and maximum of (15) digits in length.
Mobile Phone	Means the mobile telephone device with the telephone number recorded in the Bank's customer records as your Mobile Phone number. To self-register for Mobile Banking you must use the same Mobile Phone number which has previously been provided to the Bank.
Mobile App	Westpac App is a service that is available to smart phone and tablet users with Android 4.4 and above or iOS 10.1 and above. Once registered on the USSD Mobile Banking platform, customers can download the Westpac App from Apple App Store or Google Play Store, dial the published short code with the context identity number, and complete the registrations steps on the Westpac App.
Mobile Banking Services	Means use of a mobile device to connect you to us via cellular access and carry out a range of transactions and obtain information about your Westpac Accounts and the type of functions is determined by the Electronic Banking Service type you have subscribed for.
Nominee	Means a person(s) appointed or authorised by the Account Holder, who is a User of the Internet Banking service.
Other Bank	Means any bank or financial institution which is not part of the Westpac Group.
Overseas Payment	Means the transfer of value to a beneficiary outside of the country in which the Account from which payment is made is held.
PIN	Means the Personal Identification Number used to access Mobile Banking.
Password	Means a confidential alphanumeric containing a number of characters predetermined by us. When used with your Customer Number or any other Access Code it allows access to Internet Banking.

Terms	Definitions
Payment	<p>“Payment” including “Pay Others” or “Bill Pay” means a transfer of value from your Account held with us to:</p> <ul style="list-style-type: none"> <li>Another Account you hold with us;</li> <li>or</li> <li>An Account of someone other than you where the other Account is held with us;</li> <li>or</li> <li>An Account held with another domestic financial institution or an overseas financial institution that accepts such payment (in foreign currency) and includes a transfer to an Account held by you with such institution.</li> </ul>
Payment Cut-Off Time	<p>Means with respect to a Banking Business Day, the time specified in our Help Files and Help Text in Internet Banking or Help and Info menu item in Mobile Banking.</p>
Periodic Payment	<p>Means a Payment as defined above, but excludes transfers to an overseas financial institution, and is an instruction from you to debit your Accounts(s) with a fixed amount on specified dates.</p>
Personal Information	<p>Includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• information that identifies you, like your name, address, contact details, date of birth and information about your financial position;</li> <li>• all Account information and history;</li> <li>• your tax payer identifying number (however described);</li> <li>• your intended use of our product or service; and</li> <li>• information on any Account Signatory, User or Nominee, including their name, address, contact details, date of birth and tax payer identification number (however described).</li> </ul>
Real Time	<p>Means the process or transaction is executed at the time of instruction and accounts are updated accordingly.</p>
Token	<p>A hard token is a hardware security device that is used to authorize a user. Hard tokens protect sensitive data through Internet Banking two-factor authentication.</p>
User	<p>Means:</p> <ol style="list-style-type: none"> <li>1. If you are the Account Holder.</li> <li>2. If you are not the Account Holder, but have been authorised to operate Accounts under an Access Authority then you are also the User.</li> </ol>

<b>Terms</b>	<b>Definitions</b>
USSD Shortcode	Means the published USSD Shortcode for your country which consists of the symbol * followed by three numerals and the symbol #.
Website	Means the Westpac Bank Website for your Country.
Westpac Group	Means Westpac Banking Corporation and Westpac Related Members collectively.
Westpac Related Members	Has the meaning of 'related body corporate' as that term is defined in the Australian Corporations Act 2001 (Cth).
You and Your	Means the Account Holder, including (as may be applicable) any holder of a joint account, an individual, a company, firm, partnership, trust, estate, society (whether incorporated or unincorporated), lodge, club or User or Nominee of the Electronic Banking Service type.
Your Country	Means the country in which your Account is opened or maintained.
'the Bank' 'we' 'us' 'our'	Means the Westpac entity on whose Website these terms and conditions appear.



## Changes to Terms and Conditions

We may from time to time change the terms that apply to Electronic Banking Services.

We may notify you of changes as set out in the table below, however 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 where you cannot be reasonably located.

Type of change	Time frame	Method of notification
New fee or increase to a fee relating solely to your use of an Electronic Banking Service or Bill Pay	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
Other new fees or increase in fees covering use of account access methods, and for additional or replacement access methods	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
Changes increasing your liability for losing relating to electronic transactions	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
Impose, remove or adjust transaction limits which apply to the use of an Electronic Banking Service and Bill Pay	30 days in advance	In writing, electronically or through an advertisement in a major newspaper

<b>Type of change</b>	<b>Time frame</b>	<b>Method of notification</b>
A new or varied government charge	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through an advertisement in a major newspaper
Any other change to a condition or any material change to a matter required by law to be in these Terms and Conditions	In advance of the date of the change	In writing, electronically or through an advertisement in a major newspaper

You are deemed to have accepted any changes to the Terms and Conditions through your continued use of your Account and/or use of the relevant Electronic Banking Service.

In the event, you do not agree to any change to the Terms and Conditions, please contact the Bank immediately in writing. The Bank may be required to close your Account and/or terminate access to Electronic Banking Service in the event you do not agree to any changes to the Terms and Conditions.

## **Electronic Communications**

By subscribing for an Electronic Banking Service type you agree to receive notices electronically. It is a condition of holding an Electronic Banking Service and if you do not agree to receive notices electronically the Bank may terminate your access to your Electronic Banking Service.

### **By electronically we mean:**

- Electronic communication to an Electronic Device (including SMS to your mobile phone), to an electronic address, or electronic addresses nominated by you; or
- Making the particulars of such changes available through Electronic Banking Services or on our Website. You may vary your electronic address at any time.

If we provide a notice to you electronically, we are not required to provide notice to you by other methods. You will need to ensure that you access Electronic Banking Services regularly to receive notice of changes. To request a paper copy of any notice, please contact staff assisted Call Centre.

## Common Provisions

Your use to be in accordance with these Terms and Conditions

- a. Your use of an Electronic Banking Service type is to be in accordance with these Terms and Conditions and your use of that Electronic Banking Service signifies your acceptance of these Terms and Conditions as they apply to that Electronic Banking Service type; and
- b. The Terms and Conditions applicable to each product or service accessed by Electronic Banking Services remain in full force and effect.

### **Access Authority**

Access to Internet Banking, SMS Mobile Banking and/or Mobile Banking service is only given to account holder(s) operating severally. Please refer to the relevant part in Section 2 for your Electronic Banking Service type.

For all Accounts, a third party is not able to:

- open new Accounts;
- alter the Account Holder's details on the Account;
- add or delete any other third party on the Account to which they have access;
- transfer the Account(s) between branches;
- access electronic channels, i.e. Internet Banking, SMS Mobile Banking and/or Mobile Banking service; and
- access handycards or Visa debit cards tagged to the Account Holder's accounts.

## **Transmission of Storage of Information**

By applying for our Electronic Banking Services, you consent to the use by us for the purpose of providing those Electronic Banking Services, of all data (which may include personal information) held by us, and/or our related entities responsible for providing access to our Electronic Banking Services, and you acknowledge that the data may be encrypted, transmitted and stored by, or at the request of us outside of the place where you are registered for Electronic Banking Services, and that, except as otherwise provided by the law of the place where you are registered for Electronic Banking Services, we shall have no liability in respect of such data.

## **Sanctions/Anti-Money Laundering and Counter Terrorism financing obligations**

You acknowledge that we are subject to anti-money laundering laws in force in the jurisdiction in which you are registered for Electronic Banking Services and certain other countries, which may prohibit us from entering or concluding transactions involving certain persons or entities or jurisdictions. You agree that we may (and will incur no liability to you if we do) delay or block any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene any such law or sanction or otherwise in compliance with any such law or sanction.

You should be aware, and agree that:

- a. we may from time to time require additional information from you to assist us in compliance obligations, or where we in our absolute discretion consider it appropriate, necessary or advisable to collect additional information to meet broader disclosure requirements;

- b. where legally obliged to do so, we will disclose any information gathered to Westpac or Westpac Related Members and any authority (including, without limitation, any central bank, or other fiscal or monetary authority, or a tax authority), regulator, or government agency (enforcement or otherwise) in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary or advisable;
- c. you provide the Bank with the following undertakings and indemnify the Bank against any potential losses arising from any breach by you of such undertakings:
  - I. you will not initiate, engage in or effect a transaction that may be in breach of any relevant law or sanctions (including those of any jurisdiction); and
  - II. any activity underlying any transaction does not breach any relevant laws or sanctions (including those of any jurisdiction).

## **Privacy and confidentiality**

Westpac is committed to protecting the confidentiality of customer information. You can find out how Westpac is committed to protecting the privacy and security of the personal information you provide to it at our Website under the heading Privacy and any general customer information we give you about how Westpac will handle your Personal Information.

## **Disclosure and Use of Information**

If you register to use Bill Pay with any Electronic Banking Service, you agree to our disclosing such personal and transactional information as is necessary to facilitate your registration and usage of the Bill Pay to Billers nominated by you and if necessary the entity operating the Bill Pay scheme and any agent appointed by it from time to time, that provides electronic systems needed to implement the Bill Pay scheme.

### **Notify us if Personal Information changes**

You must notify us, if any of your personal information changes. If you register to use the Bill Pay scheme you consent to us disclosing such updated personal information to all other participants in the Bill Pay Scheme. If your Personal Information detailed above is not disclosed to us or the Bill Pay scheme's agent, it will not be possible to process your requested Bill Pay Payment.

### **Lost/Stolen mobile phone**

Immediately contact Westpac Call Centre on 132 032 (Fiji) or 322 0888 (Papua New Guinea) and also your respective mobile service provider.

### **Your email address**

We may use your email address to advise you of any enhancement or changes to Electronic Banking Services that you registered to use, which may alter our delivery of, or your ability to use Electronic Banking Services.

We may also use your email address to send our regular communications to provide information on special offers on financial products and other products.

It is our policy to only email customers who give us permission to do so. By agreeing to these Terms and Conditions you give us this permission. If we send you an email for a commercial purpose, we will give you the option of not receiving further communications of this nature. This will allow you to opt-out at any time you wish.

You need to keep your email address current. You may update your email address using the facility within Internet Banking, if you are registered or by contacting us.

It is our policy not to sell, trade, or rent your Personal Information to any third party.

### **Protecting your Access Codes**

If you make a record of your Access Codes you must keep it separate and well away from any electronic device you use to access an Electronic Banking Service type, unless the Access Codes are reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your Accounts, it is best to keep your Access Codes, even if disguised, separate and well apart from any electronic device.

For example, you must not keep your electronic device and undisguised Access Codes together:

- in your office or at home in the same room; or
- in any other situation where your electronic device and Access Codes can be found and used.



To protect your Access Codes you must:

- try to memorise them;
- destroy any documentation we issue to you containing Access Codes;
- not write your Access Codes on your computer, even if disguised;
- not keep a record of your Access Codes with or near your electronic device (including your computer or your Mobile Phone);
- not tell anyone your Access Codes, including family members, friends and our staff;
- if you select your own Access Codes, not select a number or word that can easily be associated with you, such as your date of birth, telephone number, driver's licence number and so forth; or
- make sure that nobody watches you or hears you when you are entering or using your Access Codes at electronic equipment.

If you select your own Access Codes, for security reasons you should endeavour to change them at regular intervals (we suggest and recommend every 6 months).

If you make a record of your Access Codes you must either take reasonable steps to prevent unauthorised access to that record or ensure such record is reasonably disguised. We will not consider that you have made a reasonable attempt to disguise Access Codes if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the Access Codes;
- record the Access Codes as a telephone number with the Access Codes in its correct sequence within the telephone number; or

- record the Access Codes as a telephone number where no other telephone numbers are recorded.

## **When you will be liable**

### **Liability**

The Account Holder will not be liable for loss of funds if:

- unauthorised use took place where the User retrieved/accepted an Access Code from Westpac; or
- unauthorised use took place after you had informed Westpac your Access Code had been lost, stolen or used by someone without your authorisation.
- a Bill Pay Payment is made:
  - to a person or for an amount which is not in accordance with the User's instructions;
  - in accordance with a payment direction which appeared to us to be from a User or on a User's behalf, but for which a User did not give authority; and
  - the account was debited for the amount of that payment.

In the above situations, we will credit that amount of the account. The Account Holder will be liable for loss of funds if:

- a User was responsible for the mistake; or
- the payment was not authorised by a User and the User had not complied with their obligation to maintain the security of their Access Code(s).

In these situations, the Account Holder must pay Westpac the amount if after 20 Business Days of us attempting to recover it from the payee we cannot do so.

## **When you will be liable for operations conducted through Electronic Banking Services**

Except as stated under the heading “When you are not liable” you will be liable for any transaction or operation conducted through our Electronic Banking Services:

- a. whenever access to an Electronic Banking Service correctly quotes a User’s Access Code; and/or
- b. if any User discloses an Access Code to another person, either intentionally or otherwise.

You will remain liable until such time as you or the User, as the case may be, notifies us that the Access Codes may have become known to someone not entitled to know them. You will not be liable for unauthorised transactions or operations that take place after the time you notify us.

The Account Holder will be liable for actual losses resulting from unauthorised transactions caused by the User:

- engaging in fraud;
- voluntarily disclosing any Access Codes to anyone, including a family member or friend;
- 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 the clause Protecting your Access Codes;
- writing their Access Codes or a disguised record of their Access Codes on the electronic equipment or device including within your Mobile Phone;

- selecting an Access Code which represents the User's date of birth, 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 an Access Code. The Account Holder will also be liable for losses resulting from the User accessing an Electronic Banking Service via an electronic device that the Account Holder knows contains software that has the ability to reveal to a third party, or to otherwise compromise, Access Codes and/or information, including, but not limited to, account information.

The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying us of:

- the misuse of an Access Code;
- loss of an Access Code; and/or
- an Access Code becoming known to someone else.

In these three cases an Account Holder's liability will only extend to losses which occur between the time when the User become aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

## **When you are not liable:**

The Account Holder will not be liable for losses resulting from unauthorised transactions where it is clear that the User has not contributed to the loss. You may have contributed to the loss if you do not follow our guidelines for Access Code security contained in these Terms and Conditions.

- a. You will not be liable for unauthorised operations on an Account for which the correct Access Codes are used if any User were in no way responsible for the Access Codes becoming known to an unauthorised User provided:
  - ii. the User, as the case may be, notify us immediately upon becoming aware of or suspecting that an unauthorised operation has taken place;
  - iii. you check your Account statements for unauthorised operation as soon as you receive them; or
  - iv. you provide all necessary assistance and co-operation with regard to any investigation of the circumstances giving rise to the unauthorised transaction.
- b) You are not liable for loss of funds if:
  - i. unauthorised use took place before the User, as the case may be, obtained the Access Codes from us; or
  - ii. unauthorised use took place after we were informed that Access Codes have been lost, stolen, or used by someone without your authorisation and the User changes the Access Codes as soon as we advised the User to change them.

c) In the situations described in paragraphs (a) and (b) of this sub- clause we will credit that amount to your account but will have no further or other liability to you.

The Account Holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements;
- happen before the User receives or selects their Access Codes(s);
- happen after we have been notified that an Access Code has been misused, lost or stolen or that the security of any Access Codes has been breached; or
- are the result of the same transaction being incorrectly debited more than once to the same account.

The Account Holder will not be liable to pay for:

- that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit; or
- incurred on any Accounts which the Account Holder and Westpac had not agreed could be accessed using your Electronic Banking Service type.

An Account Holder's liability is subject to Westpac proving on the balance of probability that the User contributed to the losses in one or more ways listed above.

## **When we are not liable**

Subject to the clauses headed 'Non-excludable Warranties and Conditions' and 'When you are not liable' which refers to the circumstances where we will credit an amount to your Account, we will not be liable for:

- a. any party's reliance on the information obtained through use of an Electronic Banking Service type;
- b. any failure or delay of Electronic Banking Services to provide information or perform operations requested including a failure to process a request received before a cut-off time on the same or next Banking Business Day or failure or delays caused by third parties;
- c. in any event, other than for our proven negligence, fraud or wilful misconduct, any information in excess of 500 units of the currency in the country in which you are registered; and/or
- d. indirect, consequential or special loss of or damage (including but not limited to loss of or damage to your data, software, computer, telecommunications or other equipment caused by your use of Electronic Banking Services unless such loss or damage is directly and solely caused by our negligence or deliberate default), howsoever caused, including negligence arising from using our Electronic Banking Services.

We are also not liable for the unavailability of any Electronic Banking Services (including if the use of such Electronic Banking Service is not permitted by local law for any reason), and events beyond our control such as, but not limited to, any connectivity issues.

## **Liability for loss caused by system or equipment malfunction**

We will not be liable to you for any loss or damage of any kind suffered because the system or equipment used to provide the Electronic Banking Service to you was unavailable for use or was malfunctioning other than loss or damage you suffer due to a breach of a condition or warranty implied by law in contracts for the supply of goods and services which may not be excluded, restricted or modified at all or only to a limited extent. If we are liable to you by virtue of any such applicable law for any loss or damage suffered by you under, or in connection with, any services we provide, our total liability for any such loss or damage shall, to the extent permitted by law, be limited, to providing those services again.

We will however make reasonable efforts to:

- restore full functionality to the banking service as soon as possible;
- make information publicly available regarding the malfunction or unavailability;
- make available to you alternative ways of completing your relevant banking transactions; and
- correct any errors to accounts that occur as a result of the malfunction or unavailability.

## **Transaction disputes**

If you dispute any transaction completed via any Electronic Banking Service, you can contact us during business hours by telephone or email. The contact details for your country are located on the last page of these Terms and Conditions.



Other than where there is a clearly obvious error, our records will be evidence of these transactions.

## **Equipment**

You are responsible for using, having or obtaining equipment that is compatible with Electronic Banking Services. Any conditions of use, including charges associated with your use of that equipment, is your responsibility.

You must notify Westpac and your service provider immediately if your electronic device is lost or stolen.

## **Non-excludable Warranties and Conditions**

Nothing in these Terms and Conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of any legislation that Westpac, any User or Nominee is subject to, the exercise of a right or duty conferred by such legislation, or our liability for a breach of a condition or warranty implied by such legislation where to do so would breach such legislation or is otherwise illegal.

## **Communication with you**

From time to time, our staff may contact you with or send you information about other Westpac products and services that we feel might be of relevance or benefit. You can contact us to opt out of receiving this type of information from us.

## **Suspension or Termination of your access to any Electronic Banking Service**

On rare occasions we may also exercise our discretion to close an Account and or remove your Electronic Banking Service access due to

unsatisfactory conduct or for any other reason we deem (in our sole discretion) appropriate, such as (while not an exhaustive list) where an Account that is designed for use by our business customers is being used for personal purposes, or you do not agree to any changes to the Terms and Conditions. If this happens, we will notify you in writing at the address shown on our records and will also enclose a Bank Cheque for the net credit balance of the Account.

The closure of your Account and or an Electronic Banking Service by the Bank in these circumstances is not considered to be a breach of the terms and conditions applying to your Account, these Terms and Conditions or any other contract that exists between you and the Bank. The Bank will not be liable for any consequential loss or damage you suffer as a result either directly or indirectly from the closure of your Account and or Electronic Banking Service.

We can also suspend or cancel your access to Electronic Banking Services without prior notice and without responsibility for any loss you may suffer, for any reasonable grounds including but not limited to:

- death;
- bankruptcy;
- fraud;
- lack of legal capacity;
- insufficient funds to cover payments or payment instructions given;
- to protect against any threats to the security of your Accounts or to any Electronic Banking Service; and
- any breach of these Terms and Conditions.

## **Cancellation by you**

You can suspend or cancel your Electronic Banking Service access by visiting your branch or by calling us. Please refer to the contact details located on the last page of these Terms and Conditions.

You will remain responsible for any requests made on your Account via Electronic Banking Services until the time of cancellation. Upon reasonable notice we may suspend or withdraw your access to Electronic Banking Services.

## **Business customers**

Where you use an Electronic Banking Service for business purposes, then without prejudice to any other provisions of these Terms and Conditions:

- you must ensure that your signatories who have access are the only persons with access and only for the purpose of your business. All signatories to the Account are to have separate passwords and, along with the Account Holder, also bear the responsibility of any misuse of the particular Password, as outlined in Section 1 of these Terms and Conditions. You should reconcile your business or financial records with your bank statements at least monthly so that your instructions via an Electronic Banking Service type can be monitored; and
- you should also initiate appropriate internal controls to minimise the risks of fraud.

## **Joint Accounts**

In relation to Joint Accounts, if the Joint Accountholders grant access authority for anyone to sign in relation to Internet Banking or Mobile Banking; then such access authority will be to apply to each of Internet Banking and Mobile Banking (as applicable).

## **Transaction types**

### **Transfer of funds**

Any instructions you make when using Electronic Banking Services will be taken to mean you wish Westpac to act on those instructions. Instructions will not be considered complete until they are confirmed by us. However, Westpac reserves the right to refuse to act upon an instruction for any reason and may therefore defer confirmation or seek further information as we see fit.

We will process and complete all transfer of funds properly initiated through Electronic Banking Services in accordance with these Terms and Conditions and all other applicable Westpac terms and conditions.

You cannot cancel an instruction made through an Electronic Banking Service type once Westpac has acknowledged that it has received it, unless we inform you otherwise.

It is your responsibility to make sure there is enough money in your Accounts to ensure all transfer of funds can be made. We may refuse at our sole discretion to action a transfer of funds if we believe there is not, or will not be enough available money in your Account. A payment failed fee or dishonour fee may apply. For details on associated charges please refer to the Fees and Charges brochure.

We reserve the right to impose or change maximum or minimum transaction values as we see fit. For up to date information, refer to the Website.

In addition to the Terms and Conditions set out above, the following Terms and Conditions apply in relation to transfer of funds set up on your Account:

1. We will use reasonable care and skill to give effect to the directions given to us in the authority.
2. Where the directions given in the authority have been given by you for the purpose of a business, we accept those directions without any responsibility or liability for any refusal or omission to make all or any of the transfer of funds for any omission to follow such directions.
3. We accept no responsibility or liability for the accuracy of the information contained in the transfer information fields on the authority. You will be solely responsible for ensuring such information is accurate. We accept no responsibility or liability if the information is incorrect.
4. You undertake to advise us immediately of any information about transfer of funds shown on bank statements or transaction records that is incorrect.
5. The authority is subject to any arrangement now or hereafter subsisting between you and us in relation to your Account.
6. We may in our absolute discretion conclusively determine the order of priority of transfers by us of any monies pursuant to the authority or any other authority or cheque which you may now or hereafter give to us or draw on your Account.

7. We may in our absolute discretion refuse to make any one or more transfers pursuant to the authority where there are insufficient funds available in your Account.
8. The authority may be terminated or reduced by us or the payee for any reason and at any time without notice to you in respect of the transfer detailed in the authority.
9. The authority will remain in force and effect in respect of all transfers made in good faith notwithstanding your death or bankruptcy or any other revocation of this authority until notice of your death or bankruptcy or other revocation is received by us.
10. All current Westpac and Government charges for this service in force from time to time will be debited to your Account.

## **Bill Pay**

### **Our Role in a Bill Pay Scheme**

Westpac is a member of the Bill Pay electronic payments scheme. Bill Pay is:

- a. an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the Bill Pay scheme.
- b. you may choose to pay them electronically using Internet Banking or any other payment method accepted by the Biller.

Refer to Section 2 Part A for Internet Banking or Part B for Mobile Banking, as relevant.

## How to use the Bill Pay Scheme

- Bill Pay is a feature available in Internet Banking and Mobile Banking.
- Bill Pay Payments can be made from most Accounts held with us.
- When you tell us to make a Bill Pay Payment, you will be required to provide the biller code and reference number (and other information) as appears on the bill or statement.
- You must comply with the terms and conditions applying to the Account to which you request us to debit a Bill Pay Payment.
- To the extent that those Account terms are not inconsistent with or expressly overridden by the Bill Pay Terms and Conditions. The Bill Pay Terms set out herein are in addition to those Terms.
- If in relation to your use of Bill Pay there is any inconsistency between the Terms and Conditions applying to the Account and these Bill Pay Terms and Conditions or an inconsistency between the other provisions relating to the applicable Electronic Banking Service and the Bill Pay Terms and Conditions, these Bill Pay Terms and Conditions will apply to the extent of that inconsistency.
- Details of Bill Pay Payments, including your receipt number, will appear on your account statement from which the payment was made.
- You can ask us to make a Bill Pay Payment at any time in the future up to 90 days. Cleared funds must be available the day before payment is due.
- If we were not able to make the Bill Pay Payment at that future payment date we will advise you by letter. A payment may not be able to be made due to insufficient

funds, an invalid account or because the Biller no longer participates in the Bill Pay Scheme. In the event of insufficient funds Westpac may (a) use its discretion to honour the payment; and (b) charge a fee to your Account for doing so, in accordance with terms and conditions applying to your Account.

You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that Biller.

### **Information you must give us**

You must be careful to ensure you tell us the correct amount you wish to pay. We will then debit the Account you specify with the amount of that Bill Pay Payment. If you instruct us to make a Bill Pay Payment and you later discover that:

- a. the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess;
- b. the amount you told us to pay was less than the amount you needed to pay, you can make another Bill Pay Payment for the difference; and/or
- c. you do require a complete Bill Pay payment refund, you must contact the Biller to obtain a refund.

You acknowledge that we are not obliged to effect a Bill Pay Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.



## **Stop Bill Pay Payment**

We will not accept an order to stop a Bill Pay Payment once you have instructed us to make that Bill Pay Payment.

## **Mistaken Payments, unauthorised transactions and fraud**

We will attempt to make sure that your Bill Pay Payments are processed by the participants in the Bill Pay Scheme, including those Billers to whom your Bill Pay Payments are to be made. You must tell us immediately if:

- you become aware of any delays or mistakes in processing your Bill Pay Payments;
- you did not authorise a Bill Pay Payment that has been made from your Account; and/or
- you think that you have been fraudulently induced to make a Bill Pay Payment.

We will attempt to rectify any such matters in relation to your Bill Pay Payments in the way described in this clause. However, we will not be liable for any loss or damage you suffer as a result of using the Bill Pay Scheme.

## **Mistaken Payments**

If a Bill Pay Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

## **Unauthorised Payments**

If a Bill Pay Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

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

## **Fraudulent Payments**

If a Bill Pay Payment is induced by the fraud of a person involved in the Bill Pay Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the Bill Pay Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

## **Indemnity**

You indemnify us against any loss of damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- a. did not observe any of your obligations under these Terms and Conditions; or
- b. acted negligently or fraudulently in connection with these Terms and Conditions.

## **Billers Consent**

If you tell us that a Bill Pay Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that Bill Pay Payment, consenting to us obtaining from the Biller information about your account with that Biller or the Bill Pay Payment, including your customer reference number and such information as we reasonably require to investigate the Bill Pay Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that Bill Pay Payment.

## **Suspension**

Westpac may suspend a User's right to participate in the Bill Pay Scheme at any time.

The circumstances in which Westpac may suspend your right to participate are:

- a. you are in breach of these Terms and Conditions or any additional Electronic Banking Service Terms and Conditions, or we have the right under these Terms and Conditions to suspend or terminate your access;
- b. you or someone acting on your behalf is suspected of engaging in fraudulent conduct; and/or
- c. you are engaging in conduct that is in our sole opinion disruptive to the operation of any Electronic Banking Services and or Bill Pay.

## **Cut-Off times**

If you tell us to make a Bill Payment after a cut-off time it may not be processed until the next Business Banking Day. This may be the case even if Internet Banking shows a change in account balances resulting from the operation. Different cut-off times apply to different instructions. For details of current cut-off times refer to our Help Files for Internet Banking or staff assisted Call Centre.

## **Variation of Cut-Off times**

We may vary cut-off times at any time. We will advise you of permanent or long term variations to value limits and cut off times however, we may need to make temporary changes without notice.

## **Payment Records**

You should check your account records carefully and promptly report to us as soon as you become aware of any Bill Pay Payments that you think are errors or are Bill Pay Payments that you did not authorise or you think were made by someone else without your permission.

## **When a Biller cannot process a payment**

If we are advised that your Bill Pay Payment cannot be processed by a Biller, we will contact you to advise you of this, credit your account with the amount of the Bill Pay Payment, and take all reasonable steps to assist you in making the Bill Pay Payments as quickly as possible.

## **Delay in Processing**

A delay may occur in processing a Bill Pay Payment where:

- a. there is a public or bank holiday on the day after you tell us to make a Bill Pay Payment;
- b. you tell us to make a Bill Pay Payment either on a non-Banking Business Day, or after the Payment Cut-Off Time on a Banking Business Day;
- c. another financial institution participating in the Bill Pay Scheme does not comply with its obligations under the Bill Pay Scheme; or
- d. a Biller fails to comply with its obligations under the Bill Pay Scheme.

While it is expected that any delay in processing under this agreement for any reason as set out in this clause will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

## **Consequential damage**

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is 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.

We are not liable for any consequential loss or damage you suffer as a result of using the Bill Pay Scheme, unless you suffer direct loss or damage due to our negligence or we breach any 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.

## Periodic Payments

You can create a Periodic Payment using Internet Banking. The following terms and conditions apply:

- a. in Internet Banking you can create a Periodic Payment between 7am and 3pm on a Banking Business Day and at any time on the weekend or on a public holiday. Requests to create a Periodic Payment received after the above cut off times or on a non-Banking Business Day will not be processed until the next Banking Business Day.
- b. a Periodic Payment cannot be created immediately if the next Payment is due either the same day or on a weekend or public holiday. A minimum of one Banking Business Days' notice is required.
- c. if the due date for a Payment falls on a day that is not a Banking Business Day we may make the Payment on the next Banking Business Day.
- d. if there are insufficient cleared funds in the account to be debited on either the day before the Periodic Payment is due or on the due date and no other arrangement exists at that time to allow the account to be overdrawn, Westpac:
  - i. does not have to make the Payment on that date and may charge a Periodic Payment not made fee;
  - ii. may make the Payment on the due date and charge an account overdrawn fee; and
  - iii. may make the Payment on a later date when cleared funds are available (but we will not be obliged to) and we may charge a fee.
- e. we may debit your Account for any Bank fees or government taxes or charges that apply to Periodic Payments.

- f. we may discontinue making Payments at any time, but will advise you in writing if we do so (unless we discontinue the Payments because the payee, or the payee's bank refuses to accept them).
- g. you cannot modify, temporarily stop or make additional Payments via Internet Banking. If you want to change a periodic Payment via Internet Banking you need to send a bank mail message to delete the current instruction and create a new one.
- h. periodic Payments created via Internet Banking are subject to your daily payment limit. Creating a new Periodic Payment may impact on other Payments you intend to make because the Periodic Payment will take up some of your daily payment limit. You need to allow for this. Note, any change to a Periodic Payment made at a branch will not be subject to your daily payment limit. However this change may be subject to alternative fees and charges.

## **Overseas Payments**

- a. Foreign Exchange Control approval to make a Payment overseas must (where necessary) be delivered to the Bank in advance of the transaction being processed via Internet Banking. You are currently unable to perform an Overseas Payment via Mobile Banking.
- b. Any overseas financial institution handling charges will be borne by the beneficiary, unless you instruct us otherwise.
- c. In the event that an Overseas Payment is returned by an overseas financial institution, we will credit your Account with the domestic currency equivalent of the amount received, at our prevailing buying rate of exchange for that currency on the date that we credit your Account.

- d. If we are unable to send the Overseas Payment direct to the beneficiary's financial institution nominated by you, then we may send the Payment through an overseas financial institution of our choice.
- e. Any time we facilitate a Payment overseas that involves currency conversion, the exchange rate to be used is determined by us. Fees may be charged by the beneficiary's bank.
- f. The use of Internet Banking outside the country in which you have registered for your Electronic Banking Service type ("your country") is subject to:
  - i. any exchange control regulations of the central bank of your country or any fiscal or exchange control regulations operating in the country where the transaction is effected or requested; and
  - ii. the laws and regulations of your country, and the country where the transaction is effected or requested.



## SECTION 2

### PART A

## Internet Banking Terms and Conditions

### **Your use in accordance with these Terms and Conditions**

Your use of Internet Banking is to be in accordance with these Terms and Conditions and your use of Internet Banking signifies your acceptance of these Terms and Conditions.

The Terms and Conditions applicable to each product or service accessed by Internet Banking remain in full force and effect.

### **Access Authority Form**

You can operate Internet Banking alone or by a Nominee you nominate on an Access Authority Form. Nominee is only applicable to Business & Organisations and not personal customers. This method of operation is independent of any other Account Authority relating to your Accounts. We are not required to consider any other Account Authority or change thereto relating to your Accounts including the number of signatories.

## **Functionalities available on Internet Banking include:**

- Bill Payment to any of the Registered Billers
- Pay Others-Other Banks
- Transfer between own accounts instantly
- View all accounts held at one time
- View and Print Statements
- Order or Stop a Cheque
- Request Transfer Order
- Pay Credit Cards
- Make Overseas payments provided in-country regulatory approval is supported
- Bank Mail Access
- File Upload for Business customers

## **Westpac Protect (2 Factor Authentication)**

Two-factor authentication (2FA) is a security enhancement, in which you receive a six digit security code on your registered handset and the confirmation of the security code is prompted to complete an Internet Banking transaction.

## **Personal Customers**

The Westpac Protect SMS/2 Factor Authentication feature in the Internet Banking service, is a mandatory feature for personal customers. It is the use of an additional code sent via a Mobile text by the Bank, to authenticate the transaction conducted through Internet Banking.

The following activity types will prompt a 2 Factor Authentication:

1. First time login into the Internet Banking facility regardless of the transaction amount.
2. If you create a new "Pay Others" relationship.
3. \$1000 and over "Pay Others" transaction.
4. If you create a new Bill Pay relationship.
5. If you are creating an overseas transaction of any amount.
6. Changing of your password.

If you conduct any one of the above, a randomly selected 6 digit code is sent to your registered mobile phone. You will need to enter this code on the Internet Banking Authentication screen to complete the transaction. There is no additional fee charged to effect this authentication.

Please note the following:

1. The 6 digit code is valid for only 10 minutes. If you are unable to conduct authentication within the required time, you will need to reinitiate the transaction on Internet Banking.
2. Your account information is not disclosed in the authentication text sent to you, however, you are advised to notify the Bank immediately in case of loss of your mobile phone, change of mobile number or of the security of the mobile phone or your number is compromised in any way.
3. You may receive more than one (1) code text message for a single transaction if the transaction involves more than one (1) of the activity types listed above.
4. If you receive a text message (SMS) for a transaction you have not initiated, you must immediately report this to Call Centre or the nearest branch to have your user disabled and new password issued.
5. If you travel overseas, you will not receive a SMS code on your mobile phone, unless you make prior arrangement with the Network provider for "roaming" access.

## Business Customers

The Westpac Protect 2 Factor Authentication feature in the Internet Banking service, is a mandatory feature for business customers.

It is the use of a hard token to obtain your unique one-time password (6 digit code) once the device is switched on.

The following activity types will require a one-time password (OTP) via the hard token to be entered on the Internet Banking Authentication screen to complete the transaction:

1. First time login into the Internet Banking facility regardless of the transaction amount.
2. If you create a new "Pay Others" relationship.
3. \$1000 threshold and over "Pay Others" transaction.
4. If you create a new Bill Pay relationship.
5. If you are creating an overseas transaction of any amount.
6. Change of your password (authoriser /full access only)

Please note the following:

1. The one-time password (OTP) is valid only for 30 seconds. If you are unable to conduct authentication within the required time, you will need to re-enter the OTP on the Internet Banking screen to complete the transaction.
2. You will have the flexibility to use your Westpac Protect token(s) to transact from anywhere and at any time.
3. Replacement of lost, damaged or expired token(s) will incur a fee.
4. If your token(s) are lost, damaged or stolen, please visit a Westpac branch nearest to you.
5. As an additional security, please ensure that you do not keep your token(s) in the same location as your customer number and/or password; you will need to advise your nominees of the same.

## **Changes to Functionality**

We may introduce, change or remove a function of Internet Banking from time to time. You agree that your use of a function will be subject to these Terms and Conditions, any further terms and conditions that may appear with the function being accessed and the Help Files, even if the function is introduced or changed after you have accepted these Terms and Conditions.

Please refer to 'Changes to Terms and Conditions' in Section 1 on how we will notify you of changes.

## **Products and Services Accessed Online**

Terms and conditions of the products and services you access online continue to apply.

## **Privacy**

Westpac is committed to protecting the confidentiality of customer information. You can find out how Westpac is committed to protecting the privacy and security of the personal information you provide to it at its website under the heading Privacy.

If you:

- i. hold an account with someone else (for example a joint account) or
- ii. have permitted someone else to view your accounts as a Nominee;

you consent to your personal details being disclosed to that other person when that other person views a statement of the account. This may include your address details.

## **Your e-mail address:**

We may use your e-mail address to advise you of any enhancement or changes to Internet Banking which may alter our delivery of, or your ability to use Internet Banking.

We may also use your e-mail address to send our regular communications to provide information on what's new & special offers on financial products and other products you may purchase on the Internet.

It is our policy to only e-mail customers who give us permission to do so. If we send you an e-mail for a commercial purpose, we will give you the option of not receiving further communications of this nature. This will allow you to opt-out at any time you wish.

If you wish to receive email from us you need to keep your e-mail address current. You may update your e-mail address using the facility within Internet Banking.

Your e-mail address will not be shared with any organisation external to the Westpac Banking group (Westpac and its subsidiaries). It is our policy not to sell, trade, or rent your personal information to any 3rd Party.

### **Access**

We will provide you or your Nominee with:

- Customer Number; and
- a Password; and
- a Token device (for business authorisers only)

### **Our Reliance and Authority**

We are authorised by you to allow operations on your account for which the correct Customer Number, Password and authentication code (Business authorisers only) have been provided including access by Nominees.

## **Misuse of Password**

You acknowledge that subject to the section below dealing with when you will not be liable, you will be liable for any misuse of Internet Banking including transactions on your accounts or any failure by a Nominee to observe these terms and conditions.

## **Nominees may Incur Fees and Charges**

You acknowledge that in addition to your own use a Nominee may also incur fees and charges which you will be required to pay to us.

## **Misuse of Internet Banking**

You acknowledge that, subject to the provisions herein excluding you from liability, you will be liable for any misuse of Internet Banking including transactions on your accounts or any failure by a Nominee to observe these Terms and Conditions.

## **What You Need to Do**

- a. You acknowledge and accept that we cannot verify by way of signature comparison whether access quoting the correct Customer Number and Password is a Nominee.
- b. Your Customer Number, Token (where applicable) and Password allow anybody using them to conduct the type of operations on an account for which the Customer Number, Token (where applicable) and Password provide access and we are authorised by you to permit such access. Because of this you must take special care to protect them.
- c. You must change the Password component of your Access Codes on initial access to Internet Banking and ensure any Nominee does the same.

- d. You should in addition periodically change the Password and should require any User to periodically change their Password.
- e. You must ensure that the Passwords, Token (where applicable) and Customer Numbers are kept at all times secure and not disclosed to anyone except us in the course of using our Internet Banking. Where you have authorised a Nominee to use Internet Banking that Nominee will be advised of Access Codes separately. You must ensure that the Nominee does not disclose their Access Codes to anyone except us in the course of his/her use of Internet Banking

### **What you must do if you suspect a breach of security of your Password?**

If you suspect that the security of the Password or Customer Number has been breached you must ensure that:

- a. the Password is changed; and
- b. we are promptly informed of the suspected breach.

### **What you must do if token is damaged?**

If the token is damaged you must ensure that:

- a. the token is returned to the nearest branch and a new token is issued.
- b. If you are overseas, you will need to call the Call Centre team from 8.00am to 6.00pm daily during business hours to receive further instructions.

### **Currency of and availability of Information**

Information available through Internet Banking concerning transactions and balances may not always be completely up to date, although, in most cases should at least reflect the transactions and balances of an account up to the close of business on the previous day on which we were open for general banking business.



Not all services and functions offered through Internet Banking are available at all times.

## **Liability**

### **When you will be liable for operations conducted through Internet Banking:**

Except as stated under the heading below “When you are not liable” you will be liable for any transaction or operation conducted through Internet Banking:

- a. Whenever access to Internet Banking correctly quotes your Customer Number and Password or a Nominees Customer Number and Password.
- b. If you or your Nominee disclose your Password to another person, whether intentionally or due to lack of care.
- c. You will remain liable until such time as you or the Nominee, as the case may be, notify us that the Password may have become known to someone not entitled to know it. You will not be liable for unauthorised transactions or operations which take place after the time you notify us.

### **When you are not liable:**

- a. You will not be liable for unauthorised operations on an account for which the correct Customer Number and Password are used if you or your Nominee were in no way responsible for the Customer Number and Password becoming known to an unauthorised user provided:

### **When we are not liable:**

Subject (i) to clause headed Non-excludable Warranties and Conditions; and (ii) our liability to re-credit funds to your account where you are not liable above, we will not be liable for:

- a. any parties reliance on the information obtained through use of Internet Banking; or

- b. any failure or delay of Internet Banking to provide information or perform operations requested including a failure to process a request received before a cut-off time on the same or next Banking Business Day or failure or delays caused by third parties.
- c. in any event other than our negligence, fraud or wilful misconduct, an amount in excess of 500 units of the currency in the country in which you are registered.
- d. indirect or special loss or damage howsoever caused, including negligence.
- e. consequential loss or damage you suffer as a result of using Internet Banking.
- f. unavailability of Internet Banking and events beyond our control such as but not limited to Internet connection.

### **Non-excludable Warranties and Conditions**

Nothing in these terms and conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of any applicable legislation, the exercise of a right conferred by such a provision, or our liability for a breach of a condition or warranty implied by such a provision where to do so is would breach the applicable legislation or is otherwise illegal.

### **Payments**

- a. You may nominate a function allowing for Payments to be made. If you select this option you need to be aware that any Nominee with Value Access (as nominated on the Access Authority) will also be able to make Payments from your Account(s).
- b. You must ensure that Payment details are correct. The User or any Nominee is solely responsible for providing correct Payment details including amount and payee details. We have no liability to you or any Nominee for any Payment made in accordance with details provided by you or such Nominee.

## **Future Dated Payments**

You can ask us to make a Payment at some future time up to 90 days. Cleared funds must be available at least a day before the Payment is due. A Payment may not be able to be made due to insufficient funds or an invalid account.

## **Daily Payment Limit**

As an additional security precaution, Westpac may impose a daily payment limit on amounts transferred from your Account when using Internet Banking. The daily payment limits we impose appear in the Help Files in Internet Banking. This may affect your ability to make a Payment where your nominated value limit is higher than the limit we impose.

## **Where you can see the Terms and Conditions**

These Terms and Conditions will be available for viewing on the Internet Banking sign in page.

## **How We Can Give Notices to you including Notice to Vary these Terms and Conditions**

We may vary these conditions generally by either providing written notice to you before a change becomes effective

- a. by notice displayed on the screen;
- b. written notice to you addressed to the last address we have recorded for you;
- c. advertisement in a newspaper; or
- d. notice displayed in our branches.

We may adopt the above methods of giving notice anytime we are required to provide notice to you unless it is illegal to do so.

## **Continued Use is Acceptance of Change**

Use of Internet Banking after notification by a method referred to above will constitute your acceptance of the variation.

## **Help Files are part of these Terms and Conditions**

Help Files and on screen notices form part of these Terms and Conditions. By using the function to which the Help File or on screen notice applies you accept the Help File and on screen notices are part of these Terms and Conditions.

## **Fees and Charges**

### **Normal Account and Transaction Fees**

Normal transaction fees apply to the accounts which you access using Internet Banking. These fees are stated in the terms and conditions of those accounts or are available from us.

### **Notice of Fees**

Fees and charges (if any) applicable to Internet Banking will be advised to you from time to time by one of the methods referred to above.

### **Account for Payment of Fees and Charges**

You may be asked to nominate an account held by you with us to which fees, charges and any taxes and government charges applicable to Internet Banking may be debited. If you do not nominate an account we are authorised by you to debit any of your accounts.

## Termination

### **Termination by You**

You or your Nominee may terminate your Internet Banking at any time by giving us written notice or sending a message via Bank mail through Internet Banking.

### **Termination by Us**

We may terminate your use of Internet Banking by giving written notice addressed to the last address notified by you to us.

### **Suspension**

If we consider a security issue has arisen for which further inquiries are desirable we may suspend access to Internet Banking by you and/or a Nominee with or without notice to you.

## Value Limits and Cut Off Times

### **Imposition and Variation**

We may impose a value limit, and vary such limit, on the maximum amount you may transfer from your account using Internet Banking.

### **When we may do this**

We may do this at any time without notice.

## **Impact of change to Value Limits**

This may also affect your ability to make a Payment using Internet Banking and may affect value limits you have authorised where your nominated value limit is higher than one we impose. Value limits applicable to specific functions appear in the help files.

## **Cut Off Times**

Instructions received after a cut off time may not be processed until the next Banking Business Day. This may be the case even if Internet Banking shows a change in account balances resulting from the operation. Different cut off times apply to different instructions. For details of current cut off times refer to the help files.

### **Variation of Cut Off Times**

We may vary cut-off times at anytime.

We will advise you of permanent or long term variations to value limits and cut off times, however, we may need to make temporary changes without notice.

## PART B

# Mobile Banking USSD AND Westpac App Terms and Conditions

### Your Use

These Terms and Conditions apply to you if you choose to use Westpac's Mobile Banking Service, to interact with your Account. You agree that these Terms together with any Terms and Conditions presented within Mobile Banking apply to your use of Mobile Banking on and from the first time:

### Mobile Banking USSD

- you successfully self-register to use the service by dialling the published access short code and completing the registration steps;
- you successfully log in to use the service by dialling the short code and authenticate using your PIN; and
- you use or access any Mobile Banking USSD functions.

### Westpac App

- you successfully self-register to use the service by downloading the Westpac App from Apple App Store or Google Play, dialling the published short code with the context identity number, and completing the registration steps; Please note that you must ensure that your mobile number and handset is first registered with Westpac.
- you successfully log in to use the service by accessing the Westpac App and authenticate using your PIN; and
- you use or access any Westpac App functions.

## **How do you register to Mobile Banking USSD:**

You will be deemed to have accepted these Terms and Conditions together with any terms presented within the Mobile Banking Service when you:

- dial the published Mobile Banking Short code to access the Westpac Mobile Banking registration screen;
- provide the requisite information to complete the identification process, this may include providing the last four digits of a Debit Card (Handycard or Visa Debit Card);
- review the on-screen terms and conditions; and
- create a six digit PIN in order to complete the registration process; Please note that if you are an existing Mobile Banking USSD customer and opt to change your PIN, you will now require a six [6] digit PIN instead of a four [4] digit PIN.

To obtain the published Mobile Banking USSD Short code visit the Bank's Website or the Branch.

After you have successfully completed registration, you agree that you will comply with these Terms and Conditions and any other Terms and Conditions provided to you each time you use this Service.



## How do you register to the Westpac App:

1. Download the App from Google Play Store for Android users and Apple Store for IOS users;
2. Open the Westpac App and you will be presented with the screen with the pre-requisites to access the Westpac App;
3. You will need to be registered to Mobile Banking through the USSD platform in order to be able to use the Westpac App. If all requirements are met, you will need to select the “Continue” button to use the App;
4. You will be presented with a screen to register the Westpac App with the Context Identity Number published on the App. To complete this, you will require to use the mobile number registered for Mobile Banking and dial the USSD code with the context ID number as presented on the screen to register the App;
5. Once the App registration is completed, you will be presented with a “Thank You” screen on the Mobile Banking USSD platform;
6. You will then be required to go back to the App, select the “Done” button on the App Registration page to continue;
7. You will be presented with the PIN Login page; if you are an existing Mobile Banking User, you will be able to log into the App using your initial four [4] digit PIN number. If you are a new customer to the Bank, you will be required to enter your six [6] digit PIN;
8. Once your PIN has been authenticated, you will be able to access the App and be presented with the Account Balance page. You will then be able to navigate to the Mobile Banking functions via the Westpac App page header.

## Conditions of Use:

To access Mobile Banking USSD or the Westpac App you must:

- have an Account which has authority access to that Account being anyone to sign, this includes joint accounts that operate severally;
- have an eligible Mobile Phone from an eligible mobile phone provider;
- be 18 years of age and older;
- be an existing customer with an active Debit Card linked to a Westpac bank Account;
- have previously provided the Bank with the mobile phone number you intend to use for Mobile Banking USSD or Westpac App;
- once the self-registration process has been completed, you will be required to dial the Mobile Banking Shortcode and enter your PIN to access Mobile Banking USSD;
- once the Westpac App self-registration process has been completed, you will be required to select the Westpac App icon on your device and enter your PIN to access Westpac App; and
- use of Mobile Banking USSD and the Westpac App is restricted to the Mobile number you used to self-register. You cannot register multiple Mobile Phones numbers for the same service.

## **Mobile Banking USSD channel access fee (only applies to Fiji)**

A Mobile Banking USSD channel access fee will be levied each time you successfully log in to Mobile Banking, by entering your secret USSD Mobile Banking PIN you create during the registration process. Channel access fee is not applied for the use of the Westpac App, however, standard transaction fees will apply. Please refer to the Customer Fees and Charges brochure.

The channel access fee is charged in addition to any other fees that may apply to a transaction, and will be charged irrespective of whether any transactions are completed through the Mobile Banking USSD service in the particular session.

The Mobile Banking USSD channel access fee does not count toward any minimum transactional fee free total for each month.

## **What can you do with Mobile Banking USSD and Westpac App?**

- Transfer funds between your Westpac Accounts;
- Balance Enquiry on your Westpac Accounts. The amount standing to the credit of any account is the Real Time balance enquiry;
- Pay Other from your Westpac Account to an account held in another Westpac Account Holder's name, through MPAiSA or any other selected financial institution. Frequency and value limits apply;
- Obtain a Mini Statement and recent transaction history on your Westpac Accounts. The recent transaction history is up to date from the previous Banking Business Day;

- Airtime Top Ups on the same network only;
- PIN change; Please note that you will not be able to reuse the past five [5] old PINs that have been previously used.
- Bill Payments
- Two Factor Authentication [2FA] (available only on the Westpac App service)
  - 2FA is a security enhancement, in which you will receive an additional six [6] digit code sent via a mobile text by the Bank to authenticate and complete a Westpac App transaction.
  - The following activity types will prompt a 2 Factor Authentication:
    1. Changing of PIN or Passcode.
    2. If you create a new Bill Pay relationship.
    3. If you create a new “Pay Other” Beneficiary transaction.
    4. Perform a payment of FJD1000 or PGK1000 and over “Pay Other” transaction.
  - If you conduct any of the above activities, a randomly selected six [6] digit code is sent to your registered mobile phone. You will need to enter this code on the Mobile Banking Authentication screen to complete the transaction.
  - Please note the following:
    1. The six [6] digit code is only valid for two minutes. If you are unable to conduct authentication within the required time, you will need to reinitiate the transaction on the Mobile Banking App.

2. You will only have three [3] attempts with the One Time PIN (OTP) sent within the two [2] minutes before it expires. If it does expires, you will need to reinitiate the transaction on the Mobile Banking App.
  3. Your One Time PIN (OTP) can be used once for one transaction type and cannot be reused for multiple requests.
  4. Your account information is not disclosed in the authentication text sent to you, however, you are advised to notify the Bank immediately in case of loss of your mobile phone, change of mobile number or the security of the mobile phone or your number is compromised in any way.
  5. If you receive a text message (SMS) for a transaction you have not initiated, you must immediately report this to Call Centre or the nearest branch to have your user access disabled and new password issued.
  6. If you travel overseas, you will not receive a SMS code on your mobile phone, unless you make prior arrangements with the Mobile Phone Service Provider for roaming access.
- All the above functions exclude credit card, personal loan and Term Deposit Accounts.

## **Your Mobile Phone service provider**

Your terms of use of your Mobile Phone, as agreed with your Mobile Phone service provider will continue to apply. The terms and conditions in relation to connectivity and service availability is not the responsibility of Westpac. Please contact your Mobile Phone service provider directly.

## **Your instructions**

Westpac will act on and accept all instructions for transactions performed using the service after your valid PIN has been entered. By entering the valid PIN we will accept that all such transactions have been authorised by you, even if such transactions took place without your knowledge or consent. This will not apply to transactions that occur after you have reported to us that your PIN and/or Mobile Phone may have been compromised and you have requested that we cancel your access.

Please note you cannot cancel or withdraw any instruction after you have submitted it to us. A payment cannot be cancelled or reversed, even if it is a repeat of the same payment. This also applies to Airtime Top Up transactions.

You will know that your instructions to the Bank have been received when your corresponding Account has been debited. If you find that your Account has not been debited, then do not give the same instruction again unless we have told you that we did not receive your instructions, as we may process the same payment each time it has been submitted. You should first call our Customer Contact Centre or check your bank statement or perform a balance enquiry before giving the same payment instruction.

We are not responsible if you repeat instructions to us by mistake.

## **Transaction limits apply to transactions done using this service.**

Transaction limits are applied for your protection. These limits apply whether these were set for your account, for the authorised user or for the service, itself. Because of this, we will not be able to carry out any instruction from you if you have exceeded your transaction limit or if a transaction will result in you exceeding your transaction limits. Transaction limits may change from time to time. To find out more about the Transaction limits, please do not hesitate to contact the Westpac Call Centre Team or visit any Westpac branch nearest you.

Daily limits are subject to change whereby you will be notified in accordance with the terms and conditions set out in Section 1.

### **Airtime Top Up**

- Mobile recharge is only available to participating mobile service providers. Please refer to our Website or visit a branch for a full list of participating mobile network operators;
- Your Mobile Phone service provider's terms and conditions apply, please contact your service provider for a copy of their terms and conditions;
- Westpac accepts no responsibility for the success of the Airtime Top Up and we recommend you contact your mobile phone service provider directly for any questions or concerns with an Airtime Top Up request. You may contact Westpac to confirm if the Airtime Top Up amount requested has been debited from your nominated Account or complete a balance enquiry for the Account you have requested to debit the Airtime Top Up amount.

## **Data information**

Customers that use this service agree that Westpac can obtain their MSISDN (cellphone) number and or location data and or IMSI (SIM card) number, and or IMEI (mobile phone equipment serial) number as a consequence of connecting to or attempting to connect to the service. This is done to assist the Bank to identify you and secure the service for your benefit. For your protection, Westpac can use any of the aforementioned information to identify you.



# PART C

## SMS Mobile Banking Terms and Conditions

### **Your use to be in accordance with these Terms and Conditions**

Your use of the SMS Mobile Banking Service is to be in accordance with these Terms and Conditions, and use of the SMS Mobile Banking Service signifies both your acknowledgement and acceptance of these Terms and Conditions. With this in mind, we ask that you read them carefully before you use the SMS Mobile Banking Service.

These Terms and Conditions are in addition to those that already apply to those Westpac Account(s) you have nominated to access via the SMS Mobile Banking Service.

### **Access Authority form**

The Account Holder can authorise another person(s) to operate one or all of their Accounts independently by providing us written authority by completing the Access Authority form. The authority may allow another person(s) to conduct functions permitted by the service.

### **Registration and Password**

We will provide you with a unique Password for the SMS Mobile Banking Service.

To gain initial access to SMS Mobile Banking you can visit any Westpac Branch where you will be required to complete a registration form. Once you have registered you may be provided

with a computer generated Password. If you are provided with a computer generated Password, upon first access to SMS Mobile Banking you will be prompted to change this initial Password. Your SMS Mobile Banking Password must be at least 6 alpha numeric characters. It must include a minimum of 1 number and 2 letters. The maximum length is 9 characters.

## **Change of Password**

You may place requests to change your SMS Mobile Banking Password via SMS, provided that you have your Account information and your current Password in executing this change.

## **Access to Accounts**

SMS Mobile Banking is only available to those Account(s) you choose to include in the service. You can add up to a maximum of four Accounts or change those you can access either by visiting a Westpac Branch or calling us. Please refer to the country contact details located on the last page of these Terms and Conditions. Westpac reserves the right to specify which Accounts can be nominated and to vary the Accounts available for nomination. You will be able to access the Accounts when you:

- are the Account Holder and sole signatory;
- have authority to operate on the Account alone where there is more than one signatory; and
- are authorised to operate individually on a business account.

## Transaction Information

You will be able to obtain up to date transaction and Account balance information through SMS Mobile Banking. Specifically, you will be able to request real time balance summary and a mini statement which displays the last four transactions on your account registered with SMS Mobile Banking. EFTPOS, ATM, Mobile Banking and other Electronic Banking Services transactions and charges will be included in any balance information with as much detail as available to us at the time of your enquiry. If you require more information, you can call us. Please refer to the country contact details located on the last page of these Terms and Conditions.

You acknowledge that the third party providers of services to Westpac, who are involved in delivering SMS Mobile Banking Services, may store transaction and account balance information for future reference in event of disputes.

You will not be able to access funds from cheques and/or deposits containing unclear funds until those funds have been cleared. Exchange rate information provided by us to you via SMS Mobile Banking Service is indicative only.

## Alerts (text alerts)

1. In order to receive alerts you must first register for SMS Mobile Banking.
2. You can set up, amend or cancel alerts via a branch. You can also manage (amend or cancel alerts) via Internet Banking. Each Alert will be sent to you separately.
3. Alerts are only available for the Account(s) you have chosen to include in SMS Mobile Banking. Westpac reserves the right to specify which Accounts can be nominated and to vary the Accounts available for nomination.
4. Details of your account balance or available money included in Alerts will be current as at the time and date that the Alert was sent to you by us.
5. Alerts which advise that your current balance or available money are above a nominated amount will not recommence until the current balance or money available decreases below the nominated amount.
6. Alerts which advise that your current balance or available money are below a nominated amount will not recommence until the current balance or money available increases above the nominated amount.
7. Westpac reserves the right to vary, change, or withdraw any of our Alerts services at any time.
8. Changes made to the mobile number registered in Mobile Banking will be automatically updated for any subsequent Alerts.
9. Alerts will not be sent to you if you do not have a valid SMS Mobile Banking registration.

# Contact us

## **Westpac Fiji**

Level 1, 1 Thomson Street

Suva, Fiji

Phone: 132 032

From outside Fiji: (679) 3217 7800

Email: [westpacfiji@westpac.com.au](mailto:westpacfiji@westpac.com.au)

Website: [www.westpac.com.fj](http://www.westpac.com.fj)

## **Westpac PNG**

Level 1, Burns Philp Haus

Corner of Champion Parade and Musgrave  
Street, Port Moresby, Papua New Guinea

Phone: (675) 322 0888

Email: [westpacpng@westpac.com.au](mailto:westpacpng@westpac.com.au)

Website: [www.westpac.com.pg](http://www.westpac.com.pg)



**Banking for generations**

Westpac Banking Corporation ABN 33 007 457 141. The liability of its members is limited. Westpac has branch locations in Fiji. Westpac is represented in Papua New Guinea by Westpac Bank - PNG - Limited.