

Internet Banking Terms and Conditions

1.0 Definitions and Interpretation

For the purpose of these terms and conditions:

“Access Authority” means a form in which customers may subscribe for Internet Banking and if required nominate Nominees to have prescribed levels of access to the subscribing customer’s accounts where the Nominees have their own Customer Number and Passwords and for Business Customers may involve Dual Authorisation;

“Authoriser” means the Nominee who you gave authority to approve an Internet Banking operation such as Payment after it was Initiated by an Initiator;

“Banking Business Day” means any day on which banks in the place where you are registered for Internet Banking are open - not weekends, public holidays or bank holidays;

“Biller” means an organisation participating in BillPay and wishing to receive Payments via BillPay;

“BillPay” means an electronic payments scheme whereby you may be able to make Payments to Billers;

“Business Customer” means an Internet Banking customer who uses Internet Banking as a business and may require Initiator and Authoriser functions;

“Customer Number” means a number given to you by us which must be entered with your Password to identify you via Internet Banking;

“Dual Authorisation” means a process under which a Business Customer may appoint an Initiator and an Authoriser to perform certain operations under Internet Banking;

“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;

“Initiator” means the Nominee you authorise to initiate an operation under Internet Banking where the operation also requires authorisation by an Authoriser;

“Nominee” means,

1. You, if you are an individual operating Internet Banking for yourself; and
2. A person authorised by the account owner on an Access Authority to operate Internet Banking;

“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;

“Password” means a confidential alphanumeric containing a predetermined by us number of characters. When used with your Customer Number it gives access to Internet Banking;

“Payment” including “Pay Others” or BillPay means a transfer of value from your account held with us to:

1. an account of someone other than you where the other account is held with us;
2. an account held at another domestic financial institution or an Overseas financial institution that accepts such payments (in foreign currency) and includes a transfer to an account held by you at such institution;

“Periodic Payment” means a Payment as defined above, but excludes transfer to an overseas financial institution, and is an instruction from you to debit your accounts(s) a fixed amount on specified dates;

“We, us or our” means the Westpac entity on whose website these terms and conditions appear;

“You and your” means the subscriber to Internet Banking and includes a Nominee where applicable;

Important Note: VALUE TRANSACTIONS such as bill payments and funds transfer may be able to be conducted from your accounts which are linked to the service by use of your Customer Number and Password. Some options allow funds to be transferred to third parties. Over time new functionality may also be added. Please ensure that you are satisfied for value transactions to be carried out using this service. If any new functionality involving value transactions causes you concern please advise us straight away so that we can discuss other alternatives which may suit your needs.

2.0 General

2.1 Your Use to be in Accordance with these Terms and Conditions

- a) Your use of Internet Banking is to be in accordance with these terms and conditions and use of Internet Banking signifies your acceptance of these terms and conditions.
- b) The terms and conditions applicable to each product or service accessed by Internet Banking remain in full force and effect.

2.2 Changes to Functionality

- a) We may introduce, change or remove functions 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.
- b) You agree that a Nominee may access introduced or changed functions without us needing to obtain further consent from you.

2.3 Account Authority

Internet Banking is operated by you alone or by Nominees you nominate on an Access Authority. 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 number of signatories.

2.4 Products and Services Accessed Online

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

2.5 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.

2.6 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.

3.0 Access

We will provide you or your Nominee with:

- Customer Number; and
- a Password.

3.1 Our Reliance and Authority

We are authorised by you to allow operations on your account for which the correct Customer Number and Password have been provided including access by Nominees.

3.2 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.

3.3 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.

4.0 Security

4.1 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 and Password allow anybody using them to conduct the type of operations on an account for which the Customer Number and Password provides access and we are authorised by you to permit such access.
- c) You should periodically change the Password and should require any Nominee to periodically change their Password.

- d) You must ensure that the Passwords and Customer Numbers are kept secure and not disclosed to anyone except us in the course of using Internet Banking. Where you have authorised a Nominee to use Internet Banking that Nominee will be advised of a Password separately. You must ensure that the Nominee does not disclose his/her Password to anyone except us in the course of using Internet Banking.

4.2 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.

5.0 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.

6.0 Liability

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

Except as stated in clause 6.2 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.

6.2 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:
 - i) you or the Nominee, as the case may be, notify us immediately upon becoming aware of or suspecting that an unauthorised operation has taken place;
 - ii) you check your account statements for unauthorised operation as soon as you receive them; and
 - iii) 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 you or the Nominee, as the case may be, obtained the Password from us; or
 - ii) unauthorised use took place after we were informed that a Password has been lost, stolen, or used by someone without your authorisation and you or the Nominee changed the Password as soon as we advised you or the Nominee to change it.
- 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.

6.3 When we are not liable

Subject (i) to clause 6.4 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.

6.4 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.

7.0 Availability and variation to these conditions including fees and charges

7.1 Where You can see the Terms and Conditions

These conditions of use will be available for viewing on the Internet Banking sign in page.

7.2 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.

7.3 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.

7.4 Help Files are Part of These Terms and Conditions

Help files and on screen notices will form part of these terms and conditions. By using the function to which the help file or on screen notice applies you agree to accept the help file and on screen notices as part of these terms and conditions.

8.0 Fees and Charges

8.1 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.

8.2 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.

8.3 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.

9.0 Termination

9.1 Termination by You

You or your Nominee may terminate your Internet Banking at any time by giving to us written notice or informing our Internet Help Desk.

9.2 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 or by one of the methods referred to in clause 7 dealing with variation of conditions.

9.3 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.

10.0 Value Limits and Cut Off Times

10.1 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.

10.2 When we may do this

We may do this at any time without notice.

10.3 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.

10.4 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.

10.5 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.

11.0 Payments

11.1 General

- 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. You and your Nominee are solely responsible for providing correct Payment details including amount and payee details. We have no liability to you or your Nominee for any Payment made in accordance with details provided by You or your Nominee.

11.2 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.

12.0 Periodic Payments

- a) You can create or delete a Periodic Payment between 7am and 3pm on a Banking Business Day and at anytime on the weekend or on a public holiday. Requests to create or delete 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 or deleted immediately if the next payment is due either the same day or on a weekend or public holiday. A minimum of one Banking Business Day's 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, the Bank:

- i) does not have to make the payment on that date; or
- ii) may make the payment on the due date and charge an account overdrawn fee; or
- 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; or
- iv) may charge a Periodic Payment not made fee.
- e) We may debit your account for any Bank fees or government taxes or charges that apply to Periodic Payments from time to time and will notify you on screen of the fee applicable for 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) Periodic Payments created via Internet Banking are subject to your daily payment limit. Creating a new Periodic Payment may impact 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.
- h) You cannot modify, temporarily stop or make additional payments via the Periodic Payment function through Internet Banking. If you want to change a Periodic Payment by using Internet Banking you need to delete the current instruction and create a new one.
- i) If you modify or stop a Periodic Payment other than through using Internet Banking it may be regulated by other terms and conditions. For example, if a change is made through a branch the daily payment limit will not apply. This change may be subject to alternative fees and charges.

13.0 Overseas Payments

- a) Any Overseas Financial Institution handling charges will be borne by the beneficiary.
- b) 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.
- c) 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.
- d) 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 beneficiaries bank.