

PaymentsPlus

Terms and Conditions.



Effective date: 30 August 2025



Accessibility support.

Visit [Westpac Access and Inclusion](#) for further information on our accessible products and services for people with disability, who are neurodivergent or where English is not your preferred language.

Some important things to consider

Here are some important things to consider which are outlined in this document in more detail. Please ensure that you still read this whole document.

- There are certain conditions that must be met before Westpac can provide a Service. See Clause 3 Availability of Services.
- You will be liable for any party who accesses a Service with your authority or via an Access Code issued to you. See Clause 4 Undertakings, Representations and Warranties.
- Westpac may debit your Account for various amounts, including fees and charges and amounts associated with Payments made using PaymentsPlus. We may in our reasonable discretion process or not process Payments if there are insufficient funds in your Account. If your Account becomes overdrawn, you may be charged fees and debit interest. We may set-off amounts due to us against any amount due for payment by us to you. A new fee may be introduced or existing fee increased at any time upon 30 days written notice. See Clause 5 Your Account and Clause 18 Variation.
- Westpac may use personal information provided and disclose it to third parties in a number of ways. See Clause 6.2 PaymentsPlus Portal, Clause 21 Privacy Statement, Clause 23 External service providers and Clause 35 Anti-Money Laundering and Counter-Terrorism Financing Obligations.
- Transactions may be subject to processing Cut-Off Times and File Specifications. Westpac may not be able to stop a payment once an Instruction has been provided. See Clause 8 Operating procedure and Clause 9 Stop payment.
- Westpac's liability is limited to the extent permitted by law to either re-supply of the relevant service again or the cost of the relevant service. Westpac will not be liable for loss suffered in a range of circumstances including delays caused by Instructions sent after Cut-Off Times or Force Majeure Events. You indemnify Westpac for a range of losses we may incur in connection with this Agreement. See Clause 15 Limitation of Liability, Clause 16 Indemnity and Clause 27 Force Majeure.
- We may terminate or suspend access to a Service or this entire Agreement (including without notice) where we have reasonable grounds to suspect misuse, fraud or there is a security issue. We may also take these actions at any time with 30 days prior notice. See Clause 19 Termination or Suspension.
- You must notify us promptly if you change any of your details. We will not be responsible for any loss incurred where you have not given us adequate notice of such changes. See Clause 25 Changes to your details.
- You may not assign any of your rights under this Agreement without our prior consent. See Clause 28 Assignment.
- Westpac may delay, block, freeze or refuse or decline transactions on the basis of breach of law, sanctions or fraud. We will not be liable for loss suffered as a result of such actions. See Clause 34 Anti-Money Laundering and Counter-Terrorism Financing.
- You acknowledge that there are risks associated with using API Services. See Clause 6 Security of Information in Schedule 1 – PaymentsPlus REST API Terms and Conditions.

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1. Introduction

- 1.1 These terms and conditions apply the Services provided to you under this Agreement. The following types of Services are available with a PaymentsPlus facility: Payment Modules and Additional Services. You can provide Instructions to us via the Connectivity Types set out below.
- 1.2 Payments Module means any of the following types of Payments:
- (a) BPAY® (meaning BPAY Payment made through a Batch Payment Direction in AUD debited to an Australian domiciled Account with Westpac, without a Remittance Advice, or with a Remittance Advice sent directly to the Payee)
 - (b) Direct Entry (meaning Direct Entry in AUD debited to an Australian domiciled Account with Westpac, without a Remittance Advice, or with a Remittance Advice sent directly to the Payee)
 - (c) Osko (meaning Osko Payments in Australian Dollars, without a Remittance Advice, or with a Remittance Advice sent directly to the Payee)
 - (d) Osko Flex (meaning Osko Flex Payments made in Australian Dollars without a Remittance Advice, or with a Remittance Advice sent directly to the Payee)
 - (e) Overseas Telegraphic Transfer (**OTT**) (meaning OTTs in Agreed Currencies, without a Remittance Advice, or with a Remittance Advice sent directly to the Payee)
 - (f) Real Time Gross Settlement (**RTGS**) (meaning RTGS payments without a Remittance Advice, or with a Remittance Advice sent directly to the Payee).
- 1.3 Additional Services means any of the following:
- (a) Sending of Remittance Advices without using the PaymentsPlus facility to send the relevant payment
 - (b) Sending of Remittance Advices via secure link
 - (c) Viewing, downloading of Remittance Advices or Invoices by the Recipient using the PaymentsPlus facility
 - (d) Westpac Verify with Confirmation of Payee (**CoP**) through the Bulk Upload and response file and/or through the PaymentsPlus REST API.
- 1.4 Connectivity Type means the ability to access the PaymentsPlus facility via any of the followings:
- (a) PaymentsPlus Portal
 - (b) SWIFT FileAct
 - (c) iLink
 - (d) PaymentsPlus REST API.

2. Definitions and interpretation

2.1 The following words have these meanings in this Agreement unless the contrary intention appears:

“Access Code” means your number, username, Password and any other code and any security device (e.g. token) that Westpac provides to you or persons nominated by you from time to time, that enables access to or the use of Services or Systems or that you provide to Westpac that enables Westpac to access your systems.

“Account” means any eligible Westpac settlement or billing account nominated by you for the purposes of this Agreement.

“Additional Service” has the meaning given in clause 1.3 of this PaymentsPlus Terms and Conditions

“Administrator” means the person or persons you authorise, amongst other things, to do the following in relation to the PaymentsPlus Portal:

- (a) identify, add, amend and delete Users;
- (b) reset Passwords, lock and unlock Users;
- (c) add and delete accounts or services for you to access;
- (d) assign features to Users; and
- (e) amend PaymentsPlus Portal access to a Service.

“Agreed Currency” or **“Agreed Currencies”** means those currencies notified to you by us from time to time which are permitted to be used for overseas telegraphic transfers.

“Agreement” means the Application, this PaymentsPlus Terms and Conditions (including any Schedules), the Pricing Agreement, the iLink Terms and Conditions, SCORE Agreement and User Guides (as applicable).

“AML Requirements” means:

- (a) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and corresponding regulations and rules together with all guidance notes, rulings and other publications issued from time to time by the Australian Payment Reports and Analysis Centre (**AUSTRAC**) and the AML/CTF Program adopted from time to time by us in accordance with these; and
- (b) (in the case of any Service which is made available in whole or in part in or is connected with any other jurisdiction), includes also, any legislation, publications and programs which are equivalent to or enacted, published or adopted for the same purpose as all or part of those referred to in part (a) of this definition.

“API” means an application programming interface accessed using a key generated via the PaymentsPlus Portal.

“Application” means the application submitted by you to us nominating the Services you wish to use.

“AusPayNet” means Australian Payments Network Limited ABN 12 055 136 519.

“Authoriser” is a User whose authority level allows them to authorise a task performed by a User within PaymentsPlus or the processing of a Payment Instruction.

“Banking Business Day” means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

“Batch Payer Direction” means a batch entry method of making BPAY Payments to one or more Billers which is made by you compiling and transmitting a computer file, or using any other tool to submit payer directions.

“BECS” means the system known as the Bulk Electronic Clearing System (CS2) from time to time adopted by AusPayNet for the purpose of co-ordinating, facilitating and protecting the conduct and settlement of electronic exchange between participating institutions.

“BECS Procedures” means the published procedures of BECS administered by AusPayNet as amended from time to time.

“Biller” means an organisation that has agreed to receive Payments through BPAY Payments.

“Biller Code” means a unique numerical code for a Biller or codes for a product or service offered by that Biller (as the case may be) allocated to that Biller.

“BPAY®” means BPAY Pty Ltd ABN 69 079 137 518.

“BPAY Marks” means the trade and service marks owned by BPAY from time to time in relation to BPAY Payments.

“BPAY Participants” means any person who participates in the BPAY Scheme in any capacity including as a Scheme Member, a Biller or a payer, a BPAY Service Provider or a Third-Party Service Provider.

“BPAY Payment” means a payment made using the BPAY Payments Service.

“BPAY Payments Service” means the electronic payments service through which you can ask us to make payments on your behalf to Billers who tell you that you can make payments to them through the BPAY Payments payment service.

“BPAY Scheme” means the electronic payments scheme operated by BPAY.

“BPAY Scheme Documents” means the rules, including the Business Rules and Operating Procedures (or BROP), which govern our participation in the BPAY Scheme.

“BPAY Service Providers” means a person engaged by BPAY to provide goods or services to BPAY in connection with BPAY Payments.

“Business Day” means any Monday to Friday which is not a national public holiday in Australia.

“Compliant Instruction” means an Instruction complying with the File Specifications agreed between Westpac and you with all mandatory fields completed, transmitted to Westpac by the agreed means of communication.

“Conditions Precedent” refers to conditions agreed with you that must be satisfied prior to a Service provided. These include conditions related to business and technical requirements, implementation and testing.

“Connectivity Type” has the meaning given in cl 1.4 of this PaymentsPlus Terms and Conditions.

“Creator” is a User whose authority level allows them to perform a task within the PaymentsPlus Portal.

“Cut-Off Time” means such time or times on any Business Day, or such other time or times on any day as set out here: <https://paymentsplus.westpac.com.au/docs/user-guides/payment-cutoff-times/#payment-cutoff-times>.

“Customer Reference Number” means a numerical identification code assigned by a Biller to a customer to facilitate the making and reconciliation of Payments to that Biller.

“Deal Reference Number” means the reference number for an overseas telegraphic transaction with a pre-arranged dealer currency exchange rate. This is only provided when dealer rates are being utilised. See the User Guides for more details.

“Direct Entry” means a ‘Credit Item’ as defined in the regulations from time to time governing the BECS.

“End Client” means the end-payers (if any) on behalf of whom you make Payments by submitting Batch Payer Directions under the Batch Payer Terms, which, for clarity may include your related bodies corporate or third parties for whom you provide a good or service.

“External System” means a system provided by persons other than Westpac. These may include, without limitation, the systems commonly known as the “BPAY Scheme”, “BECS”, “ARCS”, “RITS”, “CECS”, “NPP” and “SWIFT”.

“File Specification” means required Payment Instruction inputs and file formats for submitting Payment Instructions as set out in the User Guides or otherwise agreed with you.

“Force Majeure Event” means any event or circumstance beyond our control after the exercise of reasonable diligence (which, for the avoidance of doubt, includes, but is not limited to, strikes, demonstrations, lockouts, labour disputes, acts of God, acts of nature, pandemic, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure; sudden or unexpected system failure or disruption by war, sabotage or inability to obtain sufficient labour, raw material, fuel or utilities).

“GST” has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“iLink” is a service which allows instructions and data to be sent using a straight-through processing connectivity channel.

“Insolvency Event” occurs in respect of a person if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth)); or
- (b) it has had a Controller (as defined in the *Corporations Act 2001* (Cth)) appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver (as defined in the *Corporations Act 2001* (Cth)) appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved; or
- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth) (or it makes a statement from which a reasonable person would deduce it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

“Instruction” means an instruction given by you or a User to Westpac in relation to a Service.

“Intellectual Property Rights” means all patents, patent applications, Trade Marks, designs, copyright, know-how, trade secrets, eligible layout rights, domain names, internet addresses, trade, business or company names or other proprietary rights in confidential information, and all other intellectual property rights whether registered or unregistered and rights to apply for any of the same, whether created on or after the date of this Agreement.

“Law” includes any law, statute, regulation, ordinance, proclamation, by-law, statutory instrument or order, rules or codes of conduct issued by regulatory bodies.

“New Payments Platform” or “NPP” means the scheme that facilitates real-time payments and is managed by NPP Australia Limited ABN 68 601 428 737.

“Osko Flex” means a payment functionality made available through the PaymentsPlus platform that enables Customers to submit eligible domestic payment instructions for processing using the New Payments Platform, supported by an automated fallback mechanism to Direct Entry.

“Osko Flex Payment” means a payment made using the Osko Flex service.

“Osko Payment” means a payment made using the New Payments Platform provided that the account from which the Payment is debited meets the eligibility criteria from time to time determined by Westpac, and provided that a Payee’s account meets the eligibility criteria determined by the Payee’s financial institution. Osko Payments can be addressed to either a PayID or a BSB and account number. Osko is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518.

“Password” means a confidential alphanumeric password containing between eight and fourteen characters. It must consist of at least one letter and one number. This forms part of your Access Codes.

“Payee” means the beneficiary of a payment initiated through the PaymentsPlus Portal.

“Payer Direction” means a direction from you to us to effect a transaction to a Biller through the BPAY Payments Service, but debiting (for example, a BPAY Payment) or crediting (for example, an adjustment) the account or facility you hold with us. A Payer Direction includes a Batch Payer Direction.

“PayID” is a unique identifier (such as a mobile number, email, ABN or Organisation Identifier) that can be used to send and receive payments. It is an initiative of NPP.

“Payment” or **“Payment Instruction”** means an instruction to transfer funds on your behalf. These may be up to a fixed or determinable amount. Payments may be made either to a specified third party beneficiary or via a nominated account of a third party beneficiary; or to one of your own nominated accounts.

“Payment Limit” means the maximum value that you may authorise for each payment for as set out in the User Guides.

“Payment Module” has the meaning given in clause 1.2 of this PaymentsPlus Terms and Conditions.

“PaymentsPlus Portal” means the portal by which you may access certain Services.

“Personal Information” has the meaning given to it under the *Privacy Act 1988* (Cth).

“Planned Outage” means a period of time, other than an unscheduled interruption, that we may interrupt the supply of Services for routine maintenance or upgrading or other similar processes relevant to, networks. So far as possible, Planned Outages will:

- (a) occur outside normal business hours;
- (b) be for the shortest possible time on each occasion; and
- (c) be at a time that will minimise inconvenience to you.

“Pricing Agreement” means the pricing provided by Westpac (as varied from time to time) which sets out the fees payable by you to Westpac for the Services provided.

“Privacy Act” means the *Privacy Act 1988* (Cth).

“Privacy Law” means all legislation (including the Privacy Act), regulations, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information.

“Real Time Gross Settlement” means the electronic processing of transactions on a real-time basis via the Reserve Bank Information and Transfer System.

“Recipient” means the person receiving a Remittance Advice who may or may not be a Payee.

“Registered Recipient” means a Recipient who is registered as a user of the PaymentsPlus Portal and who may perform the tasks specified for registered recipients as set out in the relevant User Guide.

“Related Body Corporate” has the same meaning as in the *Corporations Act 2001* (Cth).

“Remittance Advice” means an advice in a form agreed between you and Westpac by which you may advise a person that a payment has been made.

“RTGS Payment” means a Payment in Australian dollars processed via Real Time Gross Settlement.

“Sanctioned Jurisdiction” a jurisdiction listed at [westpac.com.au/osaccess](https://www.westpac.com.au/osaccess)

“Scheme Member” means a person participating in the BPAY Scheme as defined under the BPAY Scheme Documents.

“Service” means all or any Payment Module, Additional Service and Connectivity Type which provide to you under this Agreement.

“Specifications” means the reasonable specifications issued by Westpac to you from time to time via the PaymentsPlus Portal in relation to the design of Remittance Advices.

“Standards Manual” means the BPAY Payments Identity Standards Manual issued by BPAY prescribing the way in which the BPAY Marks may be represented in connection with BPAY Payments, as may be amended from time to time.

“System” means in relation to a Service the software, hardware, procedures, connections, interface, codes and other elements of the systems supplied or put into place by Westpac to enable the provision of a Service and including elements and External Systems owned or operated by others but which are utilised by Westpac or to which Westpac provides access to you to enable the provision of a Service.

“SWIFT FileAct” is a secure large data file transfers service via the SWIFT network.

“Third Party Recipient” means any third party that you provide access to PaymentsPlus and the API on your behalf.

“Third-Party Service Provider” means a service provider engaged by a Scheme Member to perform one or more of that Scheme Member’s obligations under the BPAY Scheme Documents.

“Trade Mark” means any logo, symbol, trade mark, trade name, service mark, brand name, domain name, company or trading name, trading get up and similar right, whether registered or unregistered, belonging to the Westpac Group.

“User” means a person nominated by the Administrators to access a Service in the PaymentsPlus Portal for viewing, entering or authorising transactions. A User may be a Creator, Authoriser, or Creator and Authoriser.

“User Guides” means the documentation setting out how to use a Service as amended from time to time. These are available within the PaymentsPlus Portal and online at: paymentsplus.westpac.com.au/docs/. To the extent of any inconsistency with these terms and conditions, this Agreement will apply.

“Value Date” means the date that has been nominated within the Payment Instruction to be the day the beneficiary bank pays the beneficiary.

“Verifying Officer” means the person or persons you authorise to collect and provide to Westpac information to allow us to conduct identity verification and other associated checks reasonably required to set up a new Users in the PaymentsPlus Portal.

“Westpac”, “we”, “us” or “our” means Westpac Banking Corporation ABN 33 007 457 141.

“Westpac Group” means Westpac and its Related Bodies Corporate.

“Westpac Representative” means the Westpac staff member who we advise to you can be contacted for all queries in relation to your PaymentsPlus facility.

“You or your” means the entity listed as ‘customer’ on the Application form, who is the PaymentsPlus facility holder. If there is more than one entity that is the PaymentPlus facility holder, it includes any one or more of you and each of you is severally and jointly liable under this Agreement.

- 2.2 For the purposes of this Agreement:
- 2.2.1 the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates;
 - 2.2.2 the singular includes the plural and vice-versa;
 - 2.2.3 the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
 - 2.2.4 a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
 - 2.2.5 a reference to time is to Sydney time;
 - 2.2.6 a requirement to:
 - (a) give any information in writing (which, without limitation, includes making a claim or request or providing an authority, notification or advice);
 - (b) retain a document; or
 - (c) produce a document,may be met by means of an electronic communication generated by a method which enables that information or the information contained in that document to be readily accessible so as to be useable for subsequent reference and which provides a reasonable means of assuring the integrity of that information or the information contained in that document, except to the extent the validity of that means of electronic communication is otherwise limited by any applicable law.
 - 2.2.7 where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
 - 2.2.8 a reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision (however described).

3. Availability of Services

- 3.1 By completing the Application, you offer to enter into an agreement with us on the terms of this Agreement. We will accept that offer by providing you with access to a Service.
- 3.2 When completing the Application, you must nominate which Services you wish to access via your PaymentsPlus facility. You may at a later date add a Service advising us in writing. You may cancel a Service, by giving us at least 30 Business Days’ written notice.
- 3.3 Before you may use a Service, you must have satisfied all Conditions Precedents.
- 3.4 Technical capacity
 - 3.4.1 You acknowledge:
 - (a) that you are responsible, during the implementation phase and subsequently, for assessing and communicating to your Westpac Representative the likely demand for a Service, including (amongst other things) potential transaction volumes to be processed, data to be stored and variations within these over time; and
 - (b) that we or our service provider may allocate available resources and capacity and make plans for provision of a Service based on your assessment, and we are therefore not obliged to accept or process files which exceed the agreed thresholds.

- 3.4.2 Westpac and you agree to meet together to review a Service if at any time it appears that the actual demand varies significantly from that assessed by you. Westpac has no obligation to provide additional resources or capacity. But if as a result of this review, it is agreed that additional capacity or resources are required Westpac may, notwithstanding any other part of this Agreement, make the payment of additional charges a condition of it doing so.
- 3.5 Access to PaymentsPlus REST API: You may use your systems to access PaymentsPlus via an API. Where you elect to access PaymentsPlus using an API, the terms set out in Schedule 1 will form part of this Agreement. You will also have access to the PaymentPlus Portal. Capability that is available via the PaymentsPlus Portal may not be made available via APIs. The relevant capabilities available under the API service can be found in on the PaymentsPlus Portal and in the User Guides.
- 3.6 Access to the Direct Entry Payment Module; iLink or SWIFT FileAct Connectivity Type is subject to a separate application, terms and conditions and Westpac approval process.
- 3.7 If you are provided with access to:
- 3.7.1 BPAY Payment Module, Schedule 2 – BPAY,
- 3.7.2 Osko Flex Payment Module, Schedule 3 Osko Flex
- forms part of this Agreement.
- 3.8 Westpac Verify with Confirmation of Payee:
- 3.8.1 The Westpac Verify with Confirmation of Payee (CoP) service allows you to check the name of the person or business you intend to pay matches the name on the account. Westpac Verify with CoP terms and conditions apply, available at: westpac.com.au/content/dam/public/wbc/documents/pdf/olb/wbc-confirmation-payee-service-terms-conditions.pdf
- 3.8.2 For PaymentsPlus, Westpac Verify with CoP is free of charge for singular manual look-ups; and is available as a chargeable add-on service for Bulk Upload and/or the PaymentsPlus REST API use. For further information see the User Guide here: paymentsplus.westpac.com.au/docs/user-guides/user-guide/#westpac-verify-with-confirmation-of-payee-cop-
- 3.9 Your access to the Services will continue until this Agreement is terminated.
- 3.10 We grant you a non-exclusive, non-transferable and revocable licence to use the Services on these terms.

4. Undertakings, Representations and Warranties

- 4.1 You undertake and agree:
- 4.1.1 that you will be liable for any and all acts of your representatives, employees, officers, Users and third parties who have access to a Service with your authority or via an Access Code issued to you in relation to the use of any Service;
- 4.1.2 to take reasonable steps to ensure that only those Users and third parties who are competent to use the Services have access to a Service;
- 4.1.3 to take reasonable steps to ensure that you, and all Users and third parties who access a Service keep all Access Codes and usernames and log in details confidential, secret and secure;
- 4.1.4 to take reasonable steps to ensure that, prior to a person being given access to a Service, that they are made aware of our rights and of the terms and conditions and User Guides which apply to the Services;
- 4.1.5 to comply at all times with your obligations set out in this Agreement;
- 4.1.6 to execute any directions and authorities we reasonably require to give effect to any of your obligations under this Agreement;

- 4.1.7 promptly inform us if you are unable to comply at any time with one or more of your obligations under this Agreement;
 - 4.1.8 notify us promptly (and, in any event, within 2 Business Days) after you become aware of any defect, error or malfunction in a Service or System which materially affects your use of the Services; and
 - 4.1.9 your systems and procedures generate sufficient records (where required) to enable transactions made through the PaymentsPlus Portal to be traced, checked and where an error has occurred, to be identified and corrected in accordance with the principles set out in this Agreement.
- 4.2 You must not make any warranty or representation whatsoever in relation to any of your goods or services which purports to bind us.
- 4.3 You acknowledge that by processing a Payment, you warrant to us that:
- 4.3.1 all particulars relating to the Payment are true and correct; and
 - 4.3.2 the Payment is valid.
- 4.4 You represent and warrant that:
- 4.4.1 you are legally entitled to the proceeds of each Payment and that the administration of those Payments meets your legal obligations under Australian Laws;
 - 4.4.2 you have all the necessary power and authority to enter into and perform all your obligations under this Agreement;
 - 4.4.3 you will comply with your legal obligations under the Law with regard to the processing and settlement of Payments via Payments Plus;
 - 4.4.4 all information provided by you or on your behalf to us is true and complete in all material respects at the date of this Agreement or, if provided later, when provided;
 - 4.4.5 if you are a body corporate, you are validly existing under the laws of the place of your incorporation and have taken all necessary action to authorise the entry into and performance of this Agreement;
 - 4.4.6 if you are a statutory body, you are validly existing under a relevant Law and have taken all necessary actions to authorise the entry into and performance of this Agreement.
- 4.5 You warrant and undertake that you will not:
- 4.5.1 perform or allow any third party to perform maintenance or repair work, alterations or modifications of any nature whatsoever to a Service or System, without our express prior written consent, which we must not unreasonably withhold;
 - 4.5.2 decompile, disassemble, reverse engineer, modify, enhance or alter the whole or any part of a Service or System, except as you are legally authorised to do by the *Copyright Act 1968* (Cth) and then only to the extent allowed by that Act;
 - 4.5.3 copy a Service or System or allow anyone else to do so except as and to the extent which is reasonably necessary for your own secure backup purposes;
 - 4.5.4 remove, deface or obscure any identification or copyright notices on a Service or System;
 - 4.5.5 intentionally do anything that would affect our ability to debit your Account for amounts that we are entitled to debit it for under this Agreement;
 - 4.5.6 intentionally do anything that may damage Westpac's computers or software or the security of any System and/or telecommunication connections.
- 4.6 You agree and acknowledge that we will not be in breach of this Agreement where legally obliged or authorised to do so, we disclose information to regulatory and law enforcement agencies, other financial institutions, other members of the Westpac Group, or service providers who perform functions on behalf of us.

5. Your Account

- 5.1 You undertake to maintain the Account by keeping it in a sufficient credit balance to enable us to debit amounts that you must pay to us under this Agreement (set out in clause 5.3) at the times they are due for payment.
- 5.2 You must let us know as soon as possible if you wish to change the Account you have nominated for us to debit.
- 5.3 You authorise us to debit your Account in respect of:
- 5.3.1 all fees and charges set by us and which are notified to you from time to time, including the fees and charges described in your Pricing Agreement (Information on current standard fees and charges is available on request);
 - 5.3.2 all government charges, duties and taxes including GST that apply in relation to any Service or Payment;
 - 5.3.3 the amount of all Direct Credits requested immediately before the Direct Credit is forwarded for processing through the BECS system;
 - 5.3.4 the amount of each individual Osko Payment requested immediately before the Osko Payment is processed by Westpac;
 - 5.3.5 the amount of all payments requested to be made through the BPAY Scheme immediately before the payment is forwarded for processing through the BPAY Scheme;
 - 5.3.6 the amount of each individual overseas telegraphic transfer requested immediately before the overseas telegraphic transfer is processed by Westpac. Where the overseas telegraphic transfer is in an Agreed Currency that is different from the currency denomination of your relevant Account, the amount debited from your Account will be determined in accordance with clause 5.8 of this Agreement;
 - 5.3.7 the amount of each RTGS Payment requested immediately before the RTGS Payment is processed by Westpac Bank Group;
 - 5.3.8 any fees, fines or penalties that we are required to pay as a direct result of your failure to observe your obligations under this Agreement;
 - 5.3.9 any moneys paid by us to you with respect to Payments where we are investigating the validity of the Payment;
 - 5.3.10 all other credits we have made in respect of Payments due to errors, omissions or fraud caused directly or indirectly by you;
 - 5.3.11 the value of Payments which are invalid;
 - 5.3.12 any other money you owe us under this Agreement; and
 - 5.3.13 reasonable enforcement expenses under this Agreement, including any amount reasonably incurred by the use of our staff and facilities, in the event of a breach of this Agreement.
- 5.4 If:
- (a) the Account you nominate is held with a financial institution other than Westpac; or
 - (b) you are not the account holder of the Account,
- Westpac may require an additional authority form to be completed by the account holder(s) to debit the Account.

- 5.5 We may, in our reasonable discretion, process or not process an Instruction to make a payment if, at the relevant time, there are insufficient funds in your Account. We may choose to process or not to process such an Instruction without giving prior notice to you.

Where we process an Instruction despite there being insufficient funds in your Account, your Account may become overdrawn. You may be charged fees and debit interest on any overdrawn amount in accordance with the terms and conditions of your Account. You should return your Account to a credit balance as soon as possible if it becomes overdrawn.

Where we do not process an Instruction due to insufficient funds in your Account, then the transaction will be reversed and you will be regarded as not having made the transaction.

- 5.6 You will pay on demand the amount of any debt you owe to us under this Agreement which remains unpaid. We may set-off any amount due for payment by you to us against any amount due for payment by us to you.

5.7 Account Analysis and Fee Statement

5.7.1 Westpac will make available on a monthly basis a billing statement in the form of an Account Analysis and Fee Statement itemising all fees and charges payable by you for the previous month.

5.7.2 A copy of the Account Analysis and Fee Statement may also be sent to the account holder of the Account (if you are not the account holder of the Account).

5.7.3 Sometimes we get things wrong. Where we do, we will work to make things right. You will not be liable for any fees and charges that we incorrectly charge contrary to our applicable terms and conditions. Please check the entries listed in your Account Analysis and Fee Statement regularly, and if you see an error please contact us immediately.

5.7.4 For any queries on your Account Analysis and Fee Statement, please contact us.

5.8 Overseas telegraphic transfer:

5.8.1 Where an overseas telegraphic transfer requested by you is in an Agreed Currency that is different from the currency denomination of the relevant Account, the amount debited from the Account for purposes of clause 5.3.6 will be determined as follows:

- (a) **(Deal Reference Number in Compliant Instructions)** the amount to be debited from the Account will be determined with reference to the pre-booked exchange rate identifiable by the Deal Reference Number specified by you in the Compliant Instructions. Westpac will apply that exchange rate to the relevant currency pair applicable to the overseas telegraphic transfer requested by you; or
- (b) **(No Deal Reference Number in Compliant Instructions)**
- Where a Deal Reference Number is not included in a Compliant Instruction sent by you, you request and instruct Westpac to enter into a foreign exchange transaction, (i) which is to be executed by Westpac either at or around the time of receiving that Compliant Instruction or, if the Compliant Instructions are received after the applicable payment Cut-Off Times, on the Business Day immediately following the date of receipt of that Compliant Instruction being a day on which payments may be effected in the relevant currencies by Westpac, (ii) under which you are to buy the currency the subject of the overseas telegraphic transfer request from and sell the currency of the denomination of the Account to Westpac, and (iii) in each case, with the settlement date for the currency purchase and sale to be effected for value as of the date determined in accordance with the preceding paragraph (i).
 - The amount to be debited from the Account for purposes of clause 5.3.6 will be determined with reference to the exchange rate and value date applicable to that foreign exchange transaction. A confirmation setting out the applicable exchange rate and value date will be provided by Westpac to you following the parties entering into the foreign exchange transaction.

- 5.8.2 If the underlying foreign currency transaction in either clause 5.8.1(a) or clause 5.8.1(b) is cancelled for any reason caused by or contributed to by you, including the failure by you to make a payment under the terms of the relevant foreign currency transaction or if Westpac is prevented by AML Requirements or any other law from effecting the transaction for you, then you authorise Westpac to debit or credit (as the case may be) the Account for the respective loss or gain realised by Westpac and arising from the cancellation of that foreign currency transaction.
- 5.8.3 The amount of an overseas telegraphic transfer processed by Westpac in accordance with a Compliant Instruction provided by you pursuant to this Agreement will usually be available to the payment recipient within 1–3 Business Days of Westpac processing the relevant Compliant Instruction.

6. PaymentsPlus Portal

- 6.1 The PaymentsPlus Portal will be located on a server controlled by us or our service provider. The PaymentsPlus Portal will be accessible 24 hours a day, seven days a week.
- 6.2 **Recipients:** If you have nominated the option to enable a Recipient to access the PaymentsPlus Portal and this complies with the relevant security requirements agreed between us, then we will, subject to the Recipient accepting the applicable terms of use of the PaymentsPlus Portal:
- (a) arrange for the PaymentsPlus Portal to disclose the details of the amount owing by you to a Recipient based on the information you input; and
 - (b) give the Recipient the option of viewing other payment details.

Recipients can only access the PaymentsPlus Portal via the activation of a link provided by you. You acknowledge that we will not be responsible for the information provided by you to display on the PaymentsPlus Portal, verifying that information for its accuracy, monitoring its correctness or its intended use by the Recipient.

However, we may (in some circumstances such as resulting from your feedback) refuse to display information on the PaymentsPlus Portal if Westpac staff with direct responsibility for facilitating the display of information on the PaymentsPlus Portal know or have reasonable grounds to suspect that the information inputted is incorrect, misleading, fraudulent or could expose us to liability to Recipients or other persons.

- 6.3 **Accessing the PaymentsPlus Portal:** Before you can access the PaymentsPlus Portal, you must:
- (a) nominate Administrators who will be responsible for the administration of your online facility; and
 - (b) ensure new Users are created and fully authorised by an Administrator and notification sent to Westpac.
- 6.4 **Administrator, Authorisers and User access:**

6.4.1 Authority levels assigned to individual Users can be limited by you against a specific set of criteria allowed by a Service.

6.4.2 Westpac will be entitled to act on an:

- (a) instruction or on notification by the Administrators to create a User (subject to the authorisation model nominated within a Service and our requirements, which include obligations to complete identify verifications of all Users);
- (b) act on Instructions provided by Users,

unless Westpac employees or agents with direct responsibility for acting on Instructions or notifications know or reasonably suspect that the Instruction or notification is not authorised by you.

6.4.3 If any functionality needs to be changed for a specific User, the Administrators must address this requirement on a User basis.

- 6.4.4 Westpac reserves the right to suspend a User's access if they no longer meet our identity verification requirements or we have reasonable grounds to suspect this is the case.
- 6.4.5 If you wish to change the Administrators, you must provide us with notification in accordance with our requirements.
- 6.4.6 You have the option of enabling one or two Authorisers to approve any change of User profile settings or the creation of new Users. You can also choose not to enable any Authorisers. You acknowledge that there may be additional risks in not enabling this option and that Westpac disclaims responsibility for losses that would likely have not occurred if you had enabled one or more Authorisers to approve changes in User profile settings or the creation of new Users.
- 6.5 **Verifying Officer:**
- 6.5.1 You can appoint a person to act as a Verifying Officer.
- 6.5.2 The Verifying Officer's primary role is to collect and provide Westpac information that we reasonable require to complete identity verification checks before a User is granted access to the PaymentsPlus Portal.
- 6.5.3 You must take reasonable steps to ensure that the Verifying Officer:
- (a) provides true, complete and accurate information about each User;
 - (b) comply with all applicable Laws (including applicable Privacy and AML Requirements) when collecting, handling and disclosing this information.
- 6.5.4 The Verifying Officer is required to provide the following information to Westpac about each proposed User:
- (a) full name
 - (b) position held with employer
 - (c) date of birth
 - (d) residential address
 - (e) any other names the User is known by
 - (f) a copy of the User's signature; and
 - (g) evidence of the User's authorisation to act on your behalf (e.g. signed User Establishment Form).
- 6.5.5 Westpac may, acting reasonably:
- (a) reject any information provided by a Verifying Officer that does not comply with AML Requirements; and
 - (b) choose not to rely on information provided by a Verifying Officer and instead collect information directly from a User.
- 6.6 **Unauthorised access to the PaymentsPlus Portal:** Users must only access the PaymentsPlus Portal using appropriate logins. Westpac is entitled to rely on the advice of the Administrators that you or a User received the usernames and Westpac is not obliged to take any further steps to confirm this.
- 6.7 **Usernames and logins:** Users must change their usernames and logins in accordance with the User Guides.
- 6.8 **Deemed authority:** Once Westpac provides log in details to you or a User, Westpac is entitled to rely on any act done or instruction given using that username in connection with the PaymentsPlus Portal as a proper act or instruction authorised by you without needed to verify your authority or check the accuracy of any Instruction, unless Westpac, its relevant employees or agents know or reasonably suspect that an act or acts done by the User are not authorised.

- 6.9 **Application of User Guides:** Each User must read the User Guides and use a Service in accordance with the User Guides.
- 6.10 **Payment information available on PaymentsPlus Portal:** Westpac will attempt to make Payment information available to you as soon as possible. Payment information will be available from the time set out in the User Guides.

Payment information received will be made available progressively each Business Day and on weekends, from the time set out in the User Guides. Westpac is not responsible for the delivery of account information from external sources to Westpac and will provide such information to you as soon as practicable after receipt from the external source. Information from external sources includes information received from other financial institutions relating to the success or failure of a payments. Note: Some account information is not available on an intraday basis.

- 6.11 **Accuracy of Payment information:** You acknowledge that while Westpac will take reasonable steps to ensure that Payment information provided onscreen (other than Payment information obtained from an external source and which Westpac discloses as being from an external source) is accurate, such information may be inaccurate or out of date due to factors beyond Westpac's control, such as due to manual handling by Westpac of certain Instructions or limitations of the technology used to process certain kinds of transactions (e.g. cancelled or returned payments). For example, dishonours will be reflected within industry standards and the status of an individual payment may change based on receipt of dishonour information.

You should notify Westpac as soon as possible if you discover any error in the information or dispute the accuracy or completeness of the information. Westpac will investigate such notices and where possible, use its best efforts to correct the erroneous information if reasonably satisfied that there is an error.

- 6.12 **Storage and back up of Payment information:** Westpac recommends that you back up all data once it is received from Westpac, including exporting any data in the online format provided. You acknowledge that Payment information will only be stored on the PaymentsPlus Portal for a limited period as set out in the User Guides. Payment information will not be available in the online formats (e.g. export formats) once this timeframe in the User Guides has passed.

7. Remittance Advices

- 7.1 **Specifications:** You may produce a Remittance Advice online via the PaymentsPlus Portal and agree that it will comply with the Specifications and that Westpac may, acting reasonably, change the Specifications from time to time.
- 7.2 **Delivery of Remittance Advices:** You may choose to forward a Compliant Instruction to Westpac in accordance with clause 8.2 below for delivering Remittance Advices to Recipients.

8. Operating procedure

8.1 Instructions:

- 8.1.1 You (or your representatives, employees, officers, Users and third parties authorised to act on your behalf) may only direct Westpac to provide a Service by sending an Instruction complying with the agreed File Specifications, and with all mandatory fields completed, by the agreed means of communication.
- 8.1.2 Instructions that do not comply with agreed File Specifications will be rejected.
- 8.1.3 You acknowledge that, due to the rules and procedures of the External Systems by which Instructions may be processed, it may not be possible or practicable to revoke an Instruction (for example, if the Instruction is executed immediately or if it is in a batch file that has been released for settlement). Where you wish to revoke an Instruction, you must contact your Westpac Representative, who will investigate whether the Instruction may be revoked, but Westpac is not obliged to attempt to revoke any Instruction that it reasonably considers is impossible or unduly burdensome to attempt to revoke.
- 8.1.4 The File Specifications may impose a limit on the number of Payments that may be processed.

8.2 Processing of Instructions: Westpac will on receipt of a Compliant Instruction from you (or your representatives, employees, officers, Users and third parties authorised to act on your behalf):

- 8.2.1 forward all Compliant Instructions for preparing and sending of Remittance Advices and ensure that, in accordance with the Instructions, the Remittance Advices are made available to the Recipients via the nominated delivery method being either a secure link email notification to the email addresses advised in the Instruction or making the Remittance Advices available to Recipients who are Registered Recipients of the PaymentsPlus Portal;
- 8.2.2 forward all Compliant Instructions for initiating Direct Credits to the appropriate address and in the appropriate format for processing in accordance with the requirements of the BECS system;
- 8.2.3 process Compliant Instructions in accordance with the requirements of the relevant rules governing Osko Payments, and the NPP scheme rules;
- 8.2.4 forward all Compliant Instructions for the making of payments through the BPAY Scheme to the appropriate address and in the appropriate format for processing in accordance with the requirements of the BPAY Scheme;
- 8.2.5 initiate overseas telegraphic transfers in accordance with Compliant Instructions by sending instructions to Westpac's nominated correspondent bank at the appropriate address and in the appropriate format for processing in accordance with the arrangements agreed between Westpac and its nominated correspondent bank for effecting such communications; and
- 8.2.6 process Compliant Instructions for RTGS Payments in accordance with rules applicable to RTGS Payments.

8.3 Authorisation:

- 8.3.1 Payments must be fully authorised before the Cut-Off Time on a Business Day to be processed for the same day Value Date. Osko Payments may be authorised and processed on days that are not Business Days.
- 8.3.2 All Payment Instructions created and authorised before the Cut-Off Time will be processed with the Value Date nominated in the Payment Instruction. Payment Instructions (including stop cheque requests) received after a Cut-Off Time may not be processed until the next Business Day.
- 8.3.3 Individual payment types may be subject a maximum Payment Limit set out in User Guides.

- 8.3.4 Westpac may, acting reasonably, vary Cut-Off Times or Payment Limits by giving reasonable notice to you (unless notice cannot be given because we are required to manage a material and immediate risk or comply with the rules of an External System).
- 8.3.5 Any Payment that is processed after Cut-Off Time may not be released until later in the evening or on the next Business Day.
- 8.3.6 There may be circumstances in which a Payment Instruction authorised before the applicable Cut-Off Time is subject to a delay before it is processed. For this reason, you acknowledge that Payment Instructions (excluding Osko Payments) authorised close to a Cut-Off Time may be processed on the next Business Day. Osko Payments authorised close to a Cut-Off Time may be processed on the next day.
- 8.3.7 You have the option of enabling one or two Authorisers to authorise any Payment Instructions. You can also choose not to enable any Authorisers. You acknowledge that there may be additional risks in not enabling this option and that Westpac disclaims responsibility for losses that would likely have not occurred if you had enabled one or more Authorisers to approve Payment Instructions.
- 8.4 **Currencies:** Westpac is not obliged to comply with any Instruction to make an overseas telegraphic transfer in a currency which is not an Agreed Currency.
- 8.5 **Email Notifications**
- 8.5.1 The below email notifications are sent immediately after a Payment is processed:
- (a) Email notification to a Recipient attaching a secure link to download a Remittance Advice; and
 - (b) Email notification to Recipients who are Registered Recipients of PaymentsPlus and who have turned on email notifications.
- 8.5.2 Email notification will be taken to be given at the time that the email is sent, as recorded by the sender's email system. Unsuccessful email transmissions will not be monitored.
- 8.5.3 The above secure link is valid for a limited period of time as set out in the User Guides. The one-time password (**OTP**) once requested is only valid for the duration of a session time (as set out in the User Guides). Upon request from a Recipient, you can reissue an expired secure link and provided that the relevant Remittance Advice are available in the PaymentsPlus Portal. Remittance Advices are stored in the PaymentsPlus Portal for a limited period of time as set out in the User Guides.
- 8.5.4 For the above Registered Recipients, the following notification options are available:
- (a) If email notification is turned ON: a Registered Recipient will receive an email notification that a Remittance Advice are available to view and/or download from the PaymentsPlus Portal.
 - (b) If email notification if turned OFF: a Registered Recipient will not receive an email notification but the relevant Remittance Advice will be available to view and/or download from the PaymentsPlus Portal once a Registered Recipient is logged on to that portal.
- 8.5.5 Under both options, the Remittance Advice are available from the PaymentsPlus Portal for a limited period of time as set out in the User Guides.
- 8.6 **Response File**
- 8.6.1 Following a Compliant Instruction being processed, the User will be provided with a response file which sets out the Payment status, showing whether a Payment was successfully processed or rejected (including response/ status codes which provide more detail about the reason for rejection).

9. Stop payment

- 9.1 Westpac may not be able to stop payment on a Direct Credit, Osko Payment, BPAY Payment, RTGS Payment or overseas telegraphic transfer once a Compliant Instruction has been given.

10. Returns

- 10.1 Westpac will deal with any return of any Direct Credit, Osko Payment, BPAY Payment or RTGS Payment for any reason in accordance with the rules governing the BECS framework, the NPP framework, the BPAY Scheme and any rules and regulations applicable to RTGS Payments respectively.

11. Help and technical support

- 11.1 Westpac will make a help desk available to you during the hours of 7.00 am to 7.00 pm (Sydney time) on each day for assistance with technical issues relating to the Services.
- 11.2 You should endeavour to submit Payments during normal business hours to ensure that the help desk is available to provide technical support where required.

12. Information technology

- 12.1 You undertake and agree to:
- 12.1.1 provide and maintain suitable equipment, operating system software and network infrastructure in accordance with the User Guides to access any Service;
 - 12.1.2 provide your own internet connectivity and sufficient bandwidth to and from your location to enable access to a Service;
 - 12.1.3 address and resolve all service and support issues associated with software and hardware provided to you by third parties and which is used to access a Service. The PaymentsPlus help desk is not obliged to, and will not provide support or service in relation to these matters.

13. Trustees

- 13.1 If you are trustee of a trust, you undertake and agree to:
- 13.1.1 comply with the terms of the trust and your duties as trustee of the trust;
 - 13.1.2 use all equipment and carry out all transactions in accordance with this Agreement exclusively for proper trust purposes;
 - 13.1.3 not do anything which may result in the loss of your right to indemnity from the trust assets or the termination of the trust;
 - 13.1.4 remain sole trustee of the trust; and
 - 13.1.5 not re-settle, set aside or distribute any of the assets of the trust without our consent unless compelled to do so by the current terms of the trust document or there is no reasonable prospect of the re-settlement, setting aside or distribution causing you to be unable to comply with your obligations under this Agreement.

14. Proprietary and Other Rights

- 14.1 We retain exclusive ownership of all copyright and other Intellectual Property Rights embodied in or related to a Service. Despite anything to the contrary in this Agreement, title to a Service will at no time pass to you or any other third party and will at all times remain with us.
- 14.2 You will not remove or otherwise alter in any way any Trade Mark, copyright notice or any other proprietary notice or legend or the like affixed to, or otherwise embedded in, a Service. This clause also applies to the BPAY Scheme logo and Trade Mark.
- 14.3 You agree:
- 14.3.1 to obtain our prior written consent before using any Trade Mark;
 - 14.3.2 to comply with any Trade Mark use guidelines or directions provided by us to you from time to time; and
 - 14.3.3 not to take any action which will adversely affect the value attached to the Trade Marks, our Intellectual Property Rights, or our business.

15. Limitation of Liability

- 15.1 The law confers rights, guarantees and remedies on you in relation to the provision by us of goods and services which cannot be excluded, restricted or modified and we do not exclude, restrict or modify those.
- 15.2 You acknowledge that our liability for breach of any condition, right, guarantee or warranty that cannot be excluded from the Agreement by Law is limited to, at our reasonable discretion, either the re-supply of the relevant services or the cost of having those services provided again.
- 15.3 Provided that the loss or liability is not caused by any fraud, wilful misconduct or negligence on the part of Westpac or any of its employees, agents or subcontractors; to the extent permitted by Law, we will not be responsible or liable for any delay that might occur in the processing of payments **or any other loss or liability caused** as a result of:
- 15.3.1 there being a public or bank holiday on the day, or on the day after, an Instruction is provided to us;
 - 15.3.2 an Instruction being received either on a day which is not a Business Day or after the Cut-Off Time on a Business Day;
 - 15.3.3 the information received in an Instruction being unable to be verified or being incorrect;
 - 15.3.4 there being a Planned Outage;
 - 15.3.5 a delay due to Force Majeure Event;
 - 15.3.6 another party involved in processing the payment not complying with their obligations under the Law; or
 - 15.3.7 you failing to comply, or us suspecting on reasonable grounds that you are failing to comply with your obligations under this Agreement, or us suspecting on reasonable grounds that you are involved in fraud, and we suspend payments to you pending resolution of the issue;
 - 15.3.8 any inaccuracy, error or delay in or omission from any information identified as being prepared by third parties and communicated to you via PaymentsPlus or any delays, failures or inaccuracies in the transmission of any information to you or any delays, failures or inaccuracies in the transmission of any information to you or from you to Westpac, or in connection with you granting access to the PaymentsPlus Portal to any Third Party Recipient including as a result of the API being set up between systems of any Third Party Recipient and Westpac.
 - 15.3.9 event described in Schedule 3 (Osko Flex), [paragraph 1.7 (Suspension)]

16. Indemnity

- 16.1 You indemnify us and agree to keep us indemnified (to the extent permitted by Law), and hold us harmless from and against all losses, claims, liabilities, damages, reasonable costs, demands, actions, suits and proceedings, reasonable charges and reasonable expenses, including reasonable legal fees, disbursements and other expenses that we may suffer or incur or which may be made against us relating to or arising from or in connection with:
- 16.1.1 your failure to comply with your obligations under this Agreement or any negligent or wilful act or omission by you or any person acting on your behalf in relation to this Agreement;
 - 16.1.2 you failing to comply fully with any duty imposed on it under any Law in relation to this Agreement;
 - 16.1.3 Westpac having relied upon an Instruction where reasonable to do so;
 - 16.1.4 any Instruction containing unlawful, inaccurate or misleading information or containing information or data which breaches the Intellectual Property Rights of a third party;
 - 16.1.5 any unauthorised use of or access to the PaymentsPlus Portal by any person using any access method assigned you or any of your employees or agents; or
 - 16.1.6 any claim against Westpac by a third party in connection with anything properly done or omitted to be done under or in connection with an Instruction or the provision of a Service;
 - 16.1.7 the API being set up between systems of a Third Party Recipient and Westpac, as requested or authorised by you,
- provided that the loss or liability is not caused by any fraud, wilful misconduct or negligence on the part of Westpac or any of its employees, agents or subcontractors.
- 16.2 Each indemnity given by you under this Agreement is a continuing obligation and continues after this Agreement ends. You agree that it is not necessary for us to incur an expense or make payment before enforcing the relevant indemnity if we can provide evidence that the expense is reasonably certain to be incurred and its amount (e.g. a quote for services from a supplier), subject to us being obliged to refund you any amount paid to us in excess of the actual amount of the expense.

17. The Banking Code of Practice

We have adopted the Banking Code of Practice (**Banking Code**). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.

If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply to the banking service described in this Agreement.

You can obtain a copy of the Banking Code from our website or any of our branches.

Please let us know if you would like to discuss whether or not the Banking Code will apply to you.

Westpac recommends that its customers: a) inform Westpac promptly if they are in financial difficulty; and b) carefully read the terms and conditions applying to each banking service including those referred to in this PDS.

18. Variation

18.1 We may vary this Agreement at any time and will notify you of any changes as set out in the table below.

Type of Change	Timeframe for Notice	Method of Notification
New fee or charge Increasing an existing fee or charge	30 days in advance.	In writing (electronically or via post) or by advertising in the national or local media
Change to any term or condition necessary or desirable to comply with any law, regulator guidance or requirement or payment scheme regulation or procedure	In advance of the change, or reasonably promptly after a government agency, government or representative body notifies us, unless the change has been publicised by a government agency, government or representative body.	
Any other term or condition	As soon as reasonably possible (which may be before or after the change is made) of, if we believe the change is unfavourable to you, we will notify you 30 days in advance.	

18.2 Notwithstanding anything else in this clause 18, advance notice of a change to this Agreement may not be given in some circumstances, for example, when a change is necessitated by an immediate need to restore or maintain the security of our systems or where you cannot be reasonably located. We can also give a shorter notice period (or no notice) if it is reasonable for us to manage a material and immediate risk.

19. Termination or Suspension

19.1 We may at any time and, by not less than 30 days' prior notice to you (subject to clause 19.3) terminate this Agreement and cancel access to a Services.

19.2 You may terminate this Agreement by giving not less than 30 days' prior written notice to us.

19.3 We may, at any time, suspend and/or terminate access to a Service or terminate this Agreement, in the following circumstances:

19.3.1 you have, or we suspect on reasonable grounds that you have, breached a material term of this Agreement;

19.3.2 we have reasonable grounds to suspect that there is misuse, fraud or security issues with you or any of Users or third party use of the PaymentsPlus Portal;

19.3.3 we have reasonable grounds for concerns about your ability to meet or repay the amounts due to us under this Agreement;

19.3.4 we reasonably believe that the access to or use of a Service will or may cause technical incapacity to the Service and that such incapacity would or may continue unless the access or use is suspended or terminated;

19.3.5 we have reasonable grounds for concerns about your solvency (to the extent termination or suspension is permitted by Law in these circumstances);

19.3.6 we are required to do so by Law; or

- 19.3.7 we reasonably consider we are unable to make any representation or undertaking we are required to make for the purposes of any External System relevant to this Agreement.
- 19.3.8 any event described in Schedule 3 (Osko Flex), [paragraph 1.7 (Suspension)]
- 19.4 Wherever commercially practicable we will give reasonable notice of our intention to suspend or terminate under clause 19.3. Advance notice of a suspension or termination under clause 19.3 may not be given in some circumstances, for example, when this action is necessitated by an immediate need to restore or maintain the security of our systems or where you cannot be reasonably located. We can also give no notice if it is reasonably necessary for us to do so, to manage a material and immediate risk.
- 19.5 We may terminate this Agreement on the grounds that you have not used any Service for a continuous period of at least six (6) months. Under these circumstances we will endeavour to advise you, in writing, of our intention to terminate. Any notice of termination provided under this clause will be sent to your last known address as listed on the PaymentsPlus Portal or otherwise notified to us. We will allow you a period of 14 days from the date of the notice in which to contact us. After that time, if we do not hear from you, we may terminate this Agreement without further notice to you.
- 19.6 On termination of this Agreement:
- 19.6.1 we will disconnect your access to any Services;
- 19.6.2 we will cease to process payments on behalf of you;
- 19.6.3 it is your responsibility to notify any other parties that may be impacted by the termination;
- 19.6.4 it is your obligation to reconcile your Account after termination of this Agreement and notify us of any discrepancies; and
- 19.6.5 if for any reason there are discrepancies in your Account then, subject to clause 15, we will reimburse you any shortfall in what we should have paid you or any excess amounts we debited from your Account.
- 19.7 Termination of this Agreement does not affect any liabilities or obligations of either party incurred prior to termination. Clauses 15, 16 and 20 survive termination of this Agreement, as well as any other clauses which, by their nature, survive termination.

20. Confidentiality

- 20.1 You will, and will cause your employees, agents and contractors to, keep strictly confidential and not use for any purpose other than the performance of your obligations pursuant to this Agreement, any and all information and materials relating to the Payer or the business and financial affairs of Westpac (including the format and specifications of our Products) which you, your employees, agents or contractors come into possession of in the course of or arising from the implementation of this Agreement or the performance of your obligations under this Agreement.
- 20.2 Your obligations of confidentiality do not apply where:
- 20.2.1 where information is in the public domain or becomes generally known to the public, other than through breach of this Agreement;
- 20.2.2 disclosure is made with our consent or to give effect to an obligation you have under this Agreement;
or
- 20.2.3 where disclosure is compelled by Law.

21. Privacy Statement

(for individuals whose personal information may be collected – in this clause referred to as “you”).

- 21.1 All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at westpac.com.au/privacy/privacy-statement or by contacting your Westpac Representative. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.
- 21.2 Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

22. Privacy Obligations

- 22.1 This clause applies if personal information (including of any staff or authorised users of a Service) is provided to Westpac by or on your behalf or collected directly by Westpac in relation to any Service (**Services PI**).
- 22.2 With respect to Services PI, in addition to complying with its own obligations under the Privacy Act, you must:
- 22.2.1 take reasonable steps to notify (or, if requested, assist Westpac to notify) each individual whose personal information may be collected by or provided to Westpac that Westpac will collect, use and disclose Services PI in accordance with the Westpac Privacy Statement, which can be found at westpac.com.au/privacy/privacy-statement or obtained by contacting your Westpac Representative;
- 22.2.2 with respect to any incident or data breach involving Services PI:
- (a) immediately notify your Westpac Representative in writing; or
 - (b) provide such assistance as Westpac may reasonably request, or comply with any reasonable direction Westpac may give, regarding notification or resolution of any incident or data breach (however arising).
- 22.3 To the extent that it applies, you must comply with the *Privacy Act 1988* (Cth) in relation to any personal information you provide to Westpac in connection with this Agreement, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable Privacy Laws in that jurisdiction.

23. External service providers

- 23.1 We may subcontract any of our rights and obligations under these terms and conditions to another person in Australia or overseas, although we will remain responsible for the performance of those obligations.
- 23.2 We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the Westpac Privacy Statement which is available at westpac.com.au/privacy/privacy-statement.

24. GST

- 24.1 Unless stated otherwise, the amounts payable to us under this Agreement do not include any GST.
- 24.2 To the extent that anything done or to be done under or in connection with this Agreement by us constitutes a taxable supply for the purposes of any GST legislation, the amounts expressed elsewhere in this Agreement as payable or to be provided in relation to that supply will automatically increase to include an additional amount on account of GST. Such amount will be calculated by multiplying the value of the amount payable or to be provided by you for the relevant taxable supply by the prevailing GST rate. Any additional amount paid or payable on account of GST will be calculated and will be payable by you without any deduction or set-off of any amount payable by us to you.
- 24.3 If, after a supply is made under this Agreement, it is determined on reasonable grounds that the amount of any GST paid or payable by us to the Commissioner of Taxation on that supply differs for any reason from the amount of GST recovered from you the amount of GST recovered or recoverable from you will be adjusted by us repaying to you the amount of the overpayment or by you paying to us the amount of the underpayment, as the case may be.

25. Changes to your details

- 25.1 You must notify us within 14 days of any applicable changes in your company, your trading name or address. We will not be responsible for any errors or losses where we have not received adequate prior notice in accordance with this clause.
- 25.2 You must notify us as soon as reasonably practicable if you substantially change your line of business, or the types of goods or services that you supply to your customers or clients, to this extent this impacts the nature of services supplied under this Agreement.
- 25.3 Without limiting clause 25.1, you must notify us immediately if the ownership or control of your business (including delegation by way of power of attorney) or you believe that you are no longer able to meet your liabilities as and when they fall due changes.

26. Notices

- 26.1 We may provide you notices in writing via post (to your nominated address) or electronically (including to your nominated email or phone number; or by posting on our website or the PaymentsPlus Portal).
- 26.2 Where we provide information electronically, we will provide such notices and information in a format in which you can readily retrieve and retain it (for example, by printing or saving it).
- 26.3 Notice will be deemed to be received by you:
- 26.3.1 if sent via email (including where an email specifies an external address for accessing information), when the email enters the email server associated with your email address;
 - 26.3.2 if by SMS, 3 hours after it has been sent by us;
 - 26.3.3 if posted on our website (westpac.com.au), 3 Business Days after being published;
 - 26.3.4 if made available within the PaymentsPlus Portal, 3 Business Days after being made available; or
 - 26.3.5 if sent via post, 6 Business Days after posting.

- 26.4 Unless you advise us otherwise, we will use the contact information you nominate in the PaymentsPlus portal to send you notices. If your contact details change, please notify us as soon as possible, this includes ensuring your contact details in PaymentsPlus Portal are up-to-date.
- 26.5 You acknowledge that any notice we are required to give you, including changes to these PaymentsPlus Terms and Conditions, may be given to any individual authorised to access the PaymentsPlus Portal or other individuals appointed by you and such notifications will be deemed to have been received by you.
- 26.6 You may give us a notice under this Agreement in writing via post or email to your Westpac Representative.

27. Force Majeure

- 27.1 Notwithstanding any provisions to the contrary in this Agreement, neither party will be liable to the other for any loss or damage (including whether direct or consequential), nor be in default under this Agreement, for failure to observe or perform any provision of this Agreement where that failure is caused by a Force Majeure Event.

28. Assignment

- 28.1 This Agreement is binding on the parties, their executors, administrators, successors and assignees. Where you are two or more persons, your obligations under this Agreement will be joint and several.
- 28.2 You may not assign any of your rights under this Agreement without our prior written consent, which we must not unreasonably withhold.
- 28.3 We may at any time assign or novate our rights and obligations under this Agreement by giving you not less than 30 days' prior notice of the proposed assignment or novation. You appoint us and any person authorised by us to be your attorney to sign any document or take any administrative step necessary to give effect to the assignment, novation or transfer contemplated in this clause.

29. Waivers

- 29.1 No failure to exercise and no delay in exercising any right, power or remedy under this Agreement operates as a waiver. Nor does any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy. Waivers are not effective unless they are in writing.

30. Severance

- 30.1 If any provision in this Agreement or any document to be entered into pursuant to or in connection with it is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part will to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement will not be affected.

31. Relationship

- 31.1 We and you hereby agree that our relationship under this Agreement is that of independent contractors and that neither party will be regarded as a partner, employee or agent of the other, or otherwise related to the other in a manner not expressly provided for in this Agreement. Neither party will have any authority to bind or represent the other except as expressly provided for in this Agreement.
- 31.2 Westpac is a shareholder of Australian Payments Plus Ltd, a public company limited by shares, and has a director on the board of Australian Payments Plus. Australian Payments Plus is a member based organisation operating Australia's three domestic payment schemes, BPAY, eftpos and the New Payments Platform. Westpac has policies and procedures in place to manage any actual, potential and perceived conflicts of interest.

32. Governing Law

- 32.1 This Agreement will be governed by and interpreted in accordance with the laws of New South Wales and the parties irrevocably submit to the courts of New South Wales in respect of it.

33. Reasonableness

- 33.1 We will act fairly and reasonably in accordance with our legitimate business interests in exercising our rights and discretions under this Agreement.

34. Anti-Money Laundering and Counter-Terrorism Financing obligations

- 34.1 You acknowledge that we have obligations under the AML Requirements to, amongst other things, ensure that we:
- 34.1.1 do not provide certain products or services to any person unless that person has been identified in accordance with the AML Requirements;
 - 34.1.2 do not open or conduct any transaction on an account unless the person on whose instructions it acts (whether those instructions are written or electronic and signed or unsigned) has been identified in accordance with the AML Requirements; and
 - 34.1.3 monitor certain types of transactions and report certain types of activity.
- 34.2 In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice be delayed, block, freeze or refuse a transaction.
- 34.3 Examples of when we may take these measures described in clause 35.2 include where we have reasonable grounds to believe that:
- 34.3.1 a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
 - 34.3.2 a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
 - 34.3.3 your PaymentsPlus facility is being used in a manner we reasonably consider is unsatisfactory, fraudulent or in a way that might cause you or us to lose money; or
 - 34.3.4 you do not provide us with any document or information we reasonably request from you.

- 34.4 We may take these measures for as long as we reasonably need. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with the relevant products or services.
- 34.5 You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:
- 34.5.1 you must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country) or that involves a payment to, from or through a Sanctioned Jurisdiction;
 - 34.5.2 the underlying activity for which any product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country); and
 - 34.5.3 you will not access the PaymentsPlus Portal in a Sanctioned Jurisdiction.

35. Third party access

You acknowledge and agree if you permit or facilitate another party to system access (where you have provided authority in a form that satisfies Westpac and Westpac have approved the arrangement):

- (a) Westpac is authorised to act upon all instructions and requests to effect transactions received from the Third Party Recipient, and make disclosures to the Third Party Recipient in respect of your facility as per the scope of the authority you provide;
- (b) Westpac is not required to check the accuracy of any instructions, requests or notifications received or sent by the Third Party Recipient through your facility and is not responsible in the event that such instructions, requests or notifications are incorrect, incomplete, corrupted or include data belonging to other clients of the Third Party Recipient, unless Westpac knows or has reasonable grounds to believe that the instruction, request or notification is materially incorrect, incomplete or corrupted;
- (c) there are risks associated with providing the Third Party Recipient access to the facility, including the risk of negligent actions or misuse of the facility by the Third Party Recipient. Westpac will not be responsible for any loss or damage incurred by you in connection with this authority. You will defend, hold harmless and indemnify Westpac from and against any loss caused by the conduct of the Third Party Recipient in connection with this authority, unless the loss results from the fraud, negligence or wilful misconduct of Westpac or a person acting on behalf of Westpac.

36. Feedback and Complaints

Delivering on our service promise.

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you.

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

Our aim is to resolve your complaint within 5 Business Days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

You can contact us:

Over the phone.

Please call us from anywhere in Australia on 132 032

If you are overseas, please call +61 2 9155 7700

By post.

You can write to us at:

Westpac Customer Solutions
Reply Paid 5265, Sydney NSW 2001

In Branch.

If you prefer to tell us in person, go to our website to locate your nearest branch.

Online.

Email us at westpaccustomersolutions@westpac.com.au

For further information go to our website and search 'Feedback and Complaints'.

If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority.

AFCA provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Schedule 1 – PaymentsPlus REST API Terms and Conditions

1. Binding Agreement.

These terms apply to your use of APIs when using the features referred to in clause 2 of these API terms and conditions. By installing, copying or otherwise using or applying to use the APIs, you hereby accept and agree to be bound by these API terms and conditions.

If you do not agree to these API terms and conditions, you will promptly cease using and delete the APIs and any accompanying items in their entirety. Your continued use of the API constitutes its acknowledgement and acceptance of these API terms and conditions.

2. The API Service.

By establishing an API between your systems and those of Westpac, Westpac is able to process requests which may include:

- (a) instructions to pay monies from a Account loaded against the facility;
- (b) querying account information, including balances and payment types;
- (c) querying the status of a payment file that has been submitted; and
- (d) querying the status of a payment that has been submitted.

3. Registration and Issue of the API Key.

- (a) You must use an API Key generated via the PaymentsPlus Portal to access the API.
- (b) The API Key is non-transferable and must only be used by the entity to which the API Key has been issued.
- (c) If you permit or facilitates any other party to access or use the API Key (except where you have provided authority in a form that satisfies Westpac and where Westpac has approved the arrangement) then that use will constitute a breach of these terms and Westpac may suspend your access to the API. If you repeatedly breaches these API Terms and Conditions, commits a serious breach of these API Terms and Conditions or does not remedy a breach within a reasonable timeframe notified to it by Westpac, Westpac may terminate this Agreement and deny you all further access to the API, including by cancelling your API Key.
- (d) You must nominate an individual who can be contacted should Westpac have any queries relating to the use of the API or the API Key.

4. Third party access to the API.

You acknowledge and agree if you permit or facilitate another party to system access (where you have provided authority in a form that satisfies Westpac and Westpac has approved the arrangement):

- (a) Westpac is authorised to act upon all instructions and requests to effect transactions received from the Third Party Recipient, and make disclosures to the Third Party Recipient in respect of your facility as per the scope of the authority you provide;
- (b) Westpac is not required to check the accuracy of any instructions, requests or notifications received or sent by the Third Party Recipient through your facility and is not responsible in the event that such instructions, requests or notifications are incorrect, incomplete, corrupted or include data belonging to other clients of the Third Party Recipient, unless Westpac knows or has reasonable grounds to believe that the instruction, request or notification is materially incorrect, incomplete or corrupted;

- (c) there are risks associated with providing the Third Party Recipient access to the facility, including the risk of negligent actions or misuse of the facility by the Third Party Recipient. Westpac will not be responsible for any loss or damage incurred by you in connection with this authority. You will defend, hold harmless and indemnify Westpac from and against any loss caused by the conduct of the Third Party Recipient in connection with this authority, unless the loss results from the fraud, negligence or wilful misconduct of Westpac or a person acting on behalf of Westpac.

5. API Key Security and Maintenance.

- (a) You must:
 - (i) specify IP addresses to be whitelisted to interact with the API;
 - (ii) keep the API Key secure in a physical safe or equivalent electronic password protected safe or vault; and
 - (iii) appoint an API Key custodian or custodians who may only use that API Key themselves and who must not transfer the API Key to, or otherwise allow the API Key to be used by, any other person.
- (b) API Keys are required to be changed at least once every two years. Only Administrators will be able to generate API Keys and add, edit, or remove IP addresses.
- (c) You are responsible for the actions and instructions initiated to Westpac via the API. Westpac accepts no responsibility if you provide the API Key to a third party provider who in turn provides instructions to Westpac on your behalf.
- (d) Westpac will review its APIs regularly and may modify, add, replace or upgrade the APIs at any time at its discretion. Your continued use of an API following a change to the API as contemplated in this clause will be deemed as your acceptance of the change.

6. Your Obligations.

You must not:

- (a) access, distribute or on-supply (whether for commercial gain or otherwise) the API or the source code for the API to any person or entity without the express written consent of Westpac;
- (b) damage, disrupt or interfere with the APIs, any data processed in connection with the APIs or any software or systems used by Westpac;
- (c) use the API in any way that adversely affects the performance or function of the API; or
- (d) share the API Key with any unauthorised third party.

7. Security of Information.

Westpac does not guarantee that the API is totally secure. While Westpac strives to protect data and information contained in the API, it does not warrant or provide any assurance that the security of any data or information accessed via the API is free of Harmful Code or is protected against theft or attack from any source. You acknowledge and agree that any data or information accessed by you or any third parties via the API is at yours or the third party's own risk.

Westpac will take reasonable steps to protect data or information stored on the API so that it is not compromised. However, Westpac does not provide any assurance that no Harmful Code will enter the API or that attacks on data or information will not occur.

8. Availability of API service.

The API service is subject to unavailability for scheduled maintenance or repairs or factors outside Westpac's control. In the event that the APIs are unavailable for any reason, you may use the PaymentsPlus Portal as an alternative.

9. Definitions.

The following capitalised expressions used in this Schedule 1 – PaymentsPlus REST API Terms and Conditions have the meaning given below. Capitalised expressions not defined below, have the meaning given in clause 2 of the Payments Plus Terms and Conditions.

API Key means a unique identifier issued by Westpac to enable you to access the API.

Harmful Code means any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of the API.

Internet Protocol address or **IP address** means a unique numerical address assigned to a device that is connected to a computer network.

Trojan means a type of malware that is disguised as legitimate software.

Schedule 2 – BPAY

Introduction.

- (a) As a member of the BPAY Scheme and a subscriber to the BPAY Payments Service, we offer BPAY Payments to our customers. BPAY Payments is an electronic payments service through which you can ask us to make payments on your behalf to organisations known as Billers who tell you that you can make payments to them through the BPAY Payments payment service.
- (b) We offer some of our customers the ability to make payments to multiple bills by submitting Payer Directions using a batch entry method. A customer who is eligible to make Batch Payer Directions may compile and transmit a computer file or use any other tool to submit Payer Directions to us, in favour of one or more Billers. PaymentsPlus may only be used to make BPAY Payments via Batch Payer Directions.
- (c) We will tell you if we are no longer a member of the BPAY Scheme or if our subscription to BPAY Payments and/or if we are no longer able to accept Batch Payer Directions.

1. BPAY Terms and Conditions and Batch Payer Directions.

- 1.1 The terms and conditions set out in this Schedule apply when you make a payment through the BPAY Scheme as a Bulk Payer Direction through PaymentsPlus. These terms and conditions apply in addition to PaymentsPlus Terms and Conditions and any other Account terms and Conditions. Where you make BPAY Payments other than as a Batch Payer Direction through PaymentsPlus, other terms and conditions will apply.
- 1.2 In relation to your use of BPAY through PaymentsPlus, if there is any inconsistency between these terms and conditions and any other terms and conditions (such as those contained in the body of the PaymentsPlus Terms and Conditions or those that apply to an Account) then these terms and conditions will apply to the extent of that inconsistency.

2. Eligibility to submit Batch Payer Directions.

- (a) You may make BPAY Payments with us using Batch Payer Directions if we determine that you are eligible to do so. We may request information and documents from you to assess your eligibility, or to confirm that you remain eligible, to use Batch Payer Directions.
- (b) To be eligible to submit Batch Payer Directions you must (at a minimum):
 - (i) be of sound financial standing;
 - (ii) not engage in any activities which are unlawful or which are likely to diminish the integrity, stability or reputation of the BPAY Scheme; and
 - (iii) be able to comply with clause 3.2(a)(ii) of this Schedule, if you will make Batch Payer Directions on behalf of End Clients.
- (c) For clarity, on an exceptions basis Batch Payer Directions may be for single payment where the payer is otherwise entitled to use Batch Payer Directions in accordance with this clause.
- (d) If at any time we are required to do so under the BPAY Scheme Documents, we may take one or more of the following actions:
 - (i) cease accepting Batch Payer Directions from you;
 - (ii) impose procedural requirements on the way in which we will accept Batch Payer Directions from you; and
 - (iii) impose value or volume limits on Batch Payer Directions from you.

3. Your obligations.

3.1 General.

- (a) If you use Batch Payer Directions, you must:
 - (i) promptly notify us if you become aware, or reasonably suspect that a Batch Payer Direction has been erroneously submitted or processed;
 - (ii) comply with all our reasonable directions in connection with your submission of Batch Payer Directions (including any directions to stop submitting Batch Payer Directions, or that impose value or volume limits on Batch Payer Directions); and
 - (iii) notify us in writing of any non-compliance by you with a provision of this Schedule 2 as soon as practicable after you become aware of the non-compliance, including any non-compliance with the minimum eligibility requirements set out in clause 2(b) of this Schedule.

3.2 Submitting Batch Payer Directions on behalf of End Clients.

- (a) If you make Batch Payer Directions on behalf of End Clients, you must:
 - (i) maintain a contemporaneous list of those End Clients, and provide that list to us upon request;
 - (ii) maintain systems and processes which allow payments and adjustments (including credits and reversals) in relation to those End Clients to be separately identified and differentiated;
 - (iii) ensure that those End Clients make BPAY Payments only for their own benefit and not on behalf of a third party;
 - (iv) promptly notify us if you become aware, or reasonably suspect, any fraudulent or illegal activity involving BPAY Payments made by those End Clients; and
 - (v) ensure that each Batch Payer Direction given on behalf of an End Client is validly authorised by that End Client.

- (b) If you make it known to your End Clients that BPAY Payments made on behalf of those End Clients will be made using BPAY Payments, in addition to the matters set out in 5.5(a), you must:
- (i) enter into an agreement with those End Clients for the making of BPAY Payments, which is consistent with these Batch Payer Terms;
 - (ii) disclose to, and obtain acknowledgement from, those End Clients that:
 - your relationship with your End Clients is separate to, and is not governed by, the BPAY Scheme and therefore the benefits received by Payers under the BPAY Scheme Documents (as it applies to BPAY Payments) may not be applicable to End Clients who make payments through you; and
 - the receipt by a Biller of a mistaken or erroneous payment from another person does not constitute part or whole satisfaction of any underlying debt owed between the End Client and that Biller;
 - (iii) having regard to your own processing times needed to prepare and submit the associated Batch Payer Directions and the principles set out in clauses 6–7 of this Schedule:
 - notify End Clients when BPAY Payments which are the subject of payment directions given by the End Clients to you will be treated as having been made; and
 - ensure that payment directions validly given by your End Clients prior to the time referred to the above paragraph are incorporated into Batch Payer Directions which are submitted to us on the same Banking Business Day; and
 - (iv) without undue delay, pass on to the relevant End Client the benefit of any adjustments (including credits or reversals) which you receive in connection with a Payment made on behalf of that End Client.

4. How to use Batch Payer Directions.

- 4.1 You must ensure that at all times during the currency of this Agreement, there stands in the Account in cleared funds a credit balance which is equal to or greater than the face value of BPAY Payments sent to us for processing and the fees and charges payable under this Agreement.
- 4.2 We will debit the Account with the face value of all valid Batch Payer Directions (as set out in clause 5 of this Schedule) and process the payment direction. Where there are insufficient funds, in the Account, we will not be obliged to process the payment direction and will return the Batch Payer Directions to you.
- 4.3 Each Batch Payer Direction must be forwarded electronically to us using the agreed File Specification.
- 4.4 You acknowledge that you are solely responsible for the accuracy of Batch Payer Directions and for ensuring that the Batch Payer Directions comply with all technical and procedural requirements of the Westpac and the BPAY Scheme as advised by us from time to time.

5. Valid Batch Payer Directions.

- 5.1 To make a BPAY Payment via a Batch Payer Direction, you must provide us with a valid payment direction that complies with the requirements in clauses 4 and 5 of this Schedule. When we receive a valid payment direction from you, we will debit the Account with the amount of the payment specified in your Batch Payer Direction. We will treat your Batch Payer Direction as valid, if you comply with the security procedures and you must give us the information specified below:
- the Account you want us to debit the payment from;
 - the amount you wish to pay;
 - the Biller Code of the Biller you wish to pay;
 - if the payment direction relates to a scheduled BPAY Payment, the date the payment is to be made; and
 - your customer reference number (this can be found on the bill or invoice you receive from the Biller).
- 5.2 You acknowledge that we are not obliged to effect a BPAY Payment made via a Batch Payer Direction if you do not give us all of the required information, if any of the information that you give us is inaccurate, or if you do not comply with the security procedures.
- 5.3 We may reject a payment direction if the Biller who is to receive the Payment has terminated their BPAY arrangements with their financial institution and has not entered into new BPAY arrangements with another financial institution.

6. Timing of BPAY payments.

- 6.1 If you tell us to make a BPAY Payment via a Batch Payment Direction by giving us a valid payer direction on a Banking Business Day before the Cut-Off Time, it will be processed on the same day.
- 6.2 Billers participating in the BPAY Scheme have agreed to treat BPAY payments you make as received according to the table below:

If the BPAY payment is made:	If the Payment will be treated as received:
Before the Cut-Off Time on a Banking Business Day	On the date that you make the BPAY payment
After the Cut-Off Time on a Banking Business Day	On the next Banking Business Day
On a non-Banking Business Day (including for Scheduled payments)	On the next Banking Business Day

- 6.3 A delay might occur in the processing of a BPAY payment via a Batch Payment Direction where:
- you tell us to make the payment after the Cut-Off Time and the following day is a non-Banking Business Day;
 - you tell us to make a payment on a day which is a non-Banking Business day or after Cut-Off Time on a Banking Business day;
 - we do, or another financial institution participating in BPAY Payments does not comply with any applicable obligations relating to BPAY Payments; or
 - a Biller fails to comply with any applicable obligations relating to BPAY Payments.
- 6.4 While it is expected that any delay in processing under this agreement will not continue for more than one Banking Business Day, any such delay may continue for a longer period. If we are aware that a delay may continue for a longer period, we may advise you.

7. Processing BPAY Payments.

- 7.1 If you believe that you have made a mistake in a BPAY payment, you must contact us as soon as possible so that we can locate the transaction and take action.
- 7.2 If we are advised that your BPAY Payment cannot be processed by a Biller, we will:
- (a) advise you of this;
 - (b) credit your account with the amount of the BPAY Payment; and
 - (c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- 7.3 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment, for those errors see clause 7.5 below) when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your account. Clause 8 of this Schedule describes when and how we will arrange for such a BPAY Payment (other than in relation to an underpayment) to be refunded to you.
- 7.4 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment from a third party does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.
- 7.5 You must be careful to ensure that you tell us the correct amount you wish to pay. If you make a BPAY payment and later discover that:
- (a) the amount you specified is greater than the required amount – then you must contact the biller to obtain a refund of the excess; or
 - (b) the amount you specified is less than the required amount – then you can make another BPAY payment to make up the difference.
- 7.6 You may stop or alter a scheduled payment by asking us to before 5:30am on the day the payment is to be made.
- 7.7 We can't accept a request to stop or alter a BPAY payment that is not a scheduled payment after you have instructed us to make it.

8. Liability.

- 8.1 **Liability for BPAY payments and the ePayments Code.**
- (a) We will attempt to rectify any mistaken, unauthorised or fraudulent BPAY payments in the way described in this section. If the ePayments Code applies to an unauthorised BPAY transaction, liability for that transaction will be determined in accordance with the provisions of that Code.
 - (b) If under this clause 8 you are liable for an unauthorised or fraudulent payment and the ePayments Code applies, then your liability is limited to the lesser of:
 - (i) the amount of the unauthorised or fraudulent payment;
 - (ii) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service; and
 - (iii) the limit (if any) of your liability imposed under the ePayments Code as the case may be.If (ii) or (iii) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.
 - (c) Other than as set out in this clause 8 (and subject to the ePayments Code) we'll not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

8.2 **Mistaken payments, unauthorised payments and fraud.**

- (a) We will attempt to make sure that your BPAY Payments, including BPAY Payments which are the subject of Batch Payer Directions, are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made.
- (b) You must tell us promptly if you:
 - (i) become aware of any delays or mistakes in processing your BPAY Payments;
 - (ii) did not authorise a BPAY Payment that has been made from your Account (for clarity, this does not include where the BPAY Payment was initiated by you or anybody with your knowledge or consent); or
 - (iii) think that you have been fraudulently induced to make a BPAY Payment.
- (c) We will attempt to rectify any such matters in relation to your BPAY Payments, including those that are the subject of Batch Payer Directions, in the way described in this clause.
- (d) You must provide us such assistance as may be reasonably necessary to conduct investigations in respect of any mistaken, unauthorised or fraudulent payments.
- (e) The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

8.3 **Mistaken BPAY payments.**

- (a) If a BPAY Payment, including a payment which is the subject of a Batch Payer Direction, 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 BPAY Payment, we will credit that amount to your Account.
- (b) However, if you were responsible for a mistake resulting in that BPAY Payment (e.g. due to entering the wrong details as part of a payment direction or Batch Payer Direction) and we cannot recover the amount of that BPAY Payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

8.4 **Unauthorised BPAY payments.**

- (a) If a BPAY Payment is made in accordance with a payment direction, including a BPAY Payment made in accordance with a Batch Payer Direction, which appeared to us to be from you or made on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. This does not include a BPAY payment where the payment direction or Batch Payer Direction (as applicable) was made by you or by anybody with your knowledge or consent. Further, in all cases, you must pay us the amount of an unauthorised payment if the payment was made as a result of you not complying with our prescribed security procedures.
- (b) If we are able to recover part of the amount of that BPAY payment from the person who received it, you must only pay us the amount of that BPAY payment that we are not able to recover.
- (c) If you tell us that a BPAY payment made from your Account, or your End Client's (as the case may be) is unauthorised, you must give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about you, or the relevant End Client's account with that biller or the BPAY payment, including your Customer Reference Number and such information as we reasonably require to investigate the BPAY payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment.

8.5 Fraud.

- (a) If a BPAY payment is made as a result of you being fraudulently induced into making that BPAY Payment, including a BPAY Payment which is the subject of a Batch Payer Direction, and any other person involved in the BPAY Scheme committed, had actual knowledge of, or with reasonable diligence should have detected, the fraud, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss.

8.6 If there is more than one reason for the payment.

- (a) If an unauthorised BPAY Payment mentioned in clause 8.4 of this Schedule is also affected by a mistake mentioned in clause 8.3 of this Schedule or fraud as described in clause 8.5 of this Schedule, we will resolve it under the unauthorised BPAY payments regime in clauses 8.4 of this Schedule. If a BPAY payment that is not an unauthorised BPAY payment is affected by both a mistake mentioned in clause 8.3 of this Schedule and fraud as described in clause 8.5 of this Schedule, we will resolve it under the rules for fraud induced payments under clause 8.5 of this Schedule.

8.7 No “chargebacks”.

- (a) Except where a BPAY Payment is a mistaken payment referred to in clause 8.3 of this Schedule, an unauthorised payment referred to in clause 8.4 of this Schedule, or a fraudulent payment referred to in clause 8.5 of this Schedule, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you, or your End Clients (as the case may be), have a dispute with the Biller about any goods or services you, or your End Clients, may have agreed to acquire from the Biller. This is the case even where your Payment, including any Payment made by Batch Payer Direction, has been made using a credit card account or a charge account card, no chargeback rights will be available for BPAY. Any dispute must be resolved with the Biller.

8.8 Consequential loss.

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

9. Use of BPAY Marks.

9.1 Licence to use BPAY Marks.

- (a) If you make BPAY Payments on behalf of End Clients and wish to make it known to those End Clients that BPAY Payments will be made using the BPAY Scheme, then:
- (i) you must submit all proposed uses of the BPAY Marks to BPAY for its approval (such approval may be withheld in BPAY's absolute discretion);
 - (ii) if your proposed use is approved by BPAY, we grant to you a non-exclusive, revocable licence to use the BPAY Marks in accordance with this clause 9 and the BPAY Payments Identity Standards Manual (**Standards Manual**) solely for the purposes of advertising your participation in, and promotion of, BPAY Payments in the approved manner; and
 - (iii) we will provide you with a copy of the Standards Manual along with BPAY's contact details and notify you each time there is a change to the Standards Manual or BPAY's contact details.

9.2 Termination of licence.

- (a) You acknowledge that our ability to licence the BPAY Marks under clause 9.1 of this Schedule is subject to our own arrangements with BPAY. Accordingly, where we grant you a licence to use the BPAY Marks under clause 9.1 of this Schedule, we may terminate such licence if:
- (i) we are directed or required to do so under the BPAY Scheme Documents;
 - (ii) you cease to be a person to whom a sublicense may be granted under the BPAY Scheme Documents; or
 - (iii) our right to sub-licence the BPAY Marks ceases for any reason.
- (b) Any licence granted to you under clause 9.1 in this Schedule will otherwise terminate immediately on termination or expiry of this Agreement or your rights under this Schedule in respect of the BPAY Scheme.

9.3 Licence conditions.

- (a) We may assess your use of the BPAY Marks and compliance with the requirements of this clause 9 of this Schedule and the Standards Manual. You must provide us with any information and documents that we reasonably require in order to assess your compliance with these requirements.
- (b) Any use of the BPAY Marks by you which is not in compliance with the requirements of this clause 9 of this Schedule and the Standards Manual, and which is not promptly discontinued following written notice from us to discontinue such use, will be regarded as adequate ground for termination of these Batch Payer Terms.
- (c) Where we grant you a licence to use the BPAY Marks under clause 9.1 of this Schedule:
- (i) you agree that BPAY owns the BPAY Marks and further agree to:
 - not contest or in any way impair any rights of BPAY to the BPAY Marks; and
 - at any time at our request, include a statement on any packaging, promotional or advertising materials used in connection with BPAY Payments, including in electronic form, that the BPAY Marks are being used by you under the control of and with the authorisation of BPAY and acknowledging BPAY's ownership of the BPAY Marks;
 - (ii) you must not licence or assign to any third party the right to use any of the BPAY Marks whether by sale, consolidation, merger, amalgamation, operation of law or otherwise;
 - (iii) you must use the appropriate denotation or legend of trademark registration or ownership in connection with the BPAY Marks, as required or consented to by us from time to time;

- (iv) if you wish to use a denotation or legend of trade mark registration or ownership in connection with any mark (other than the BPAY Marks), but used in association with or on the same printed matter as the BPAY Marks, you may do so provided that:
 - such use will not adversely affect the rights of BPAY in the BPAY Marks; and
 - the specification for such use is notified in writing to us, and we provide to you our written approval to that specification prior to such use;
- (v) you must not use the BPAY Marks in such a way that would or would likely create an impression that the goods or services which you offer are sponsored, produced, offered or sold by us or BPAY. (You must not adopt “BPAY” or any other BPAY Mark as any part of the name of your business or apply them to any goods or services which you offer for sale); and
- (vi) you consent to the use of your name and main trading logo in lists published by us, BPAY or other financial institutions who take part in BPAY Payments which identify entities who use the Batch Payer Direction functionality of BPAY Payments.

9.4 **Infringement.**

- (a) You must notify us immediately on becoming aware of any infringement or potential infringement of the BPAY Marks (including any infringements by your End Clients).
- (b) If any claim is asserted or legal proceedings commenced against you for alleged infringement of any rights held by a third party in respect of the BPAY Marks, you must:
 - (i) provide us with prompt written notice of such claim or proceedings when you become aware of that claim or legal proceedings; and
 - (ii) keep us informed of all developments in respect of the claim or proceedings.
- (c) BPAY may take over the defence of such any third-party claim or proceedings referred to in clause 9.4(b) of this Schedule You must provide all reasonable assistance required by BPAY to enable BPAY to defend the claim or proceedings.

10. **BPAY tools and functionality.**

- (a) From time to time, BPAY may provide you with access to tools and functionality (such as software plug-ins and application programming interfaces) which facilitate submission of Batch Payer Directions.
- (b) You acknowledge that the use of such tools and functionalities may be subject to separate terms and conditions entered into directly with BPAY or its licensors.

11. Suspension.

11.1 Suspension and Termination events.

- (a) You may terminate your ability to submit Batch Payer Directions at any time by giving us at least 7 days' notice.
- (b) We may suspend or terminate your right to participate in BPAY Payments at any time in the circumstances set out in this clause 11.1. Where possible, we will give you advance notice of any suspension or termination of your right to participate.
- (c) We may suspend or terminate your right to participate in BPAY Payments if:
 - (i) we, or BPAY, suspect on reasonable grounds that you, your End Clients, or a person acting on your behalf is:
 - being fraudulent;
 - in breach, or will cause you to be in breach, of this agreement;
 - using BPAY Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY Payments, the BPAY Scheme, or the quality of services offered to you or other customers;
 - using BPAY Payments in connection with any activities which are unlawful; or
 - (ii) we are required to do so under the BPAY Scheme Documents or otherwise are requested to do so by BPAY or any regulatory authority;
 - (iii) our membership to the BPAY Scheme or our subscription to BPAY Payments or BPAY View is suspended, ceases or is cancelled for any reason;
 - (iv) you breach any obligation under this agreement which is capable of remedy and do not remedy that breach within 20 Banking Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
 - (v) you breach any obligation under this agreement which is incapable of remedy;
 - (vi) you suffer an Insolvency Event.

11.2 Consequences of termination.

- (a) Termination or suspension of your right to use BPAY Payments does not:
 - (i) prejudice any claims either party may have against the other in respect of any then subsisting breaches of these terms; or
 - (ii) otherwise affect the accrued rights or remedies of either party.

12. Your Information.

- 12.1 We will make reasonable efforts to keep any information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 12.2 In order to provide you with access to BPAY Payments, we may need to disclose information relating to you (including updates to Personal Information notified to us under clause 12.5 of this Schedule), to BPAY and/or other BPAY Participants. If we do not disclose information relating to you, to BPAY or other BPAY Participants, we will not be able to provide you with services under BPAY Payments.
- 12.3 Accordingly, you agree to our disclosing to BPAY, its Service Providers and such other participants involved in BPAY Payments such information relating to you as is necessary to facilitate the provision of BPAY Payments to you.
- 12.4 If you make Batch Payer Directions on behalf of End Clients, you agree to make any disclosures to, and obtain any consents from, those End Clients that are necessary to enable us to disclose information and Personal information relating to your End Clients to BPAY, its Service Providers and such other participants involved in BPAY Payments to facilitate the provision of BPAY Payments to you and your End Clients.
- 12.5 You must notify us, if any of your Personal information, or Personal Information relating to your End Clients, changes.
- 12.6 You must notify us if any of your information changes and you consent to us disclosing your updated information to all other participants in the BPAY Scheme as necessary.
- 12.7 You can request access to your information held by us by contacting us in accordance with the procedures set out in the Westpac Privacy Statement, which can be found at westpac.com.au/privacy/privacy-statement or obtained by contacting your Westpac Representative.

13. BPAY dispute resolution.

For any disputes in connection with a matter arising under the terms and conditions in this Schedule, please promptly notify us and we will attempt to resolve your dispute through our dispute resolution process. For information on our contact details and feedback and complaints process, see clause 35 of the PaymentsPlus Terms and Conditions.

Schedule 3 – Osko Flex

1. Osko Flex Module – Terms

1.1 Description of Service

Osko Flex is a PaymentsPlus payment module that enables you to submit payment files for processing using the Osko payment service with an automated fallback to Direct Entry. Westpac will determine, for each payment instruction, the fastest available payment rail, being (in order):

- (a) Osko;
- (b) Direct Entry.

1.2 Automatic Fallback

Where a payment instruction submitted through Osko Flex cannot be processed via Osko for any reason (including where the receiving account is not NPP-reachable or where the Osko service or an NPP participant is unavailable), Westpac will automatically process that payment instruction as a Direct Entry payment. The same payment instruction identifier will be used for both the Osko attempt and the fallback Direct Entry transaction.

1.3 File Processing and Reporting

- (a) You must submit Osko Flex payment files in the format prescribed by Westpac.
- (b) Files will be debulked and each payment instruction processed individually.
- (c) Westpac (via Qvalent) will provide you with a consolidated response file containing the final status of all payment instructions, including those processed via fallback.

1.4 Fees and Charges

A single Osko Flex item type fee applies per processed transaction, regardless of whether the transaction is ultimately processed via Osko or Direct Entry. Standard Osko and Direct Entry item types remain available to you where Osko Flex is not selected.

1.5 Liability and Limitations

1.5.1 Westpac does not guarantee that any payment instruction will be processed using the Osko service. You acknowledge that fallback to Direct Entry may affect settlement timing. Westpac is not liable for delays arising from:

- (a) NPP participant outages;
- (b) account product eligibility constraints; or
- (c) a Force Majeure Event.

1.5.2 Where a payment instruction is processed using the Osko service, you will be able to include a payment reference of 256 characters. However, where the payment is automatically processed as a Direct Entry payment pursuant to paragraph 1.2 above, a maximum of 18 characters may be used in the payment reference.

1.6 Customer Obligations

You must:

- (a) ensure payment files comply with Westpac's formatting and validation requirements;
- (b) obtain all payee authority for the initiation of payments;
- (c) notify Westpac of any errors in response files without delay.

1.7 **Suspension**

Westpac may suspend access to Osko Flex where:

- (a) required for system maintenance or security, including a Planned Outage;
- (b) misuse is detected; or
- (c) required to comply with regulatory or financial crime obligations.

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