

PaymentsPlus

Terms and Conditions

Effective as at 14 March 2011

Important information

These Terms and Conditions, together with your PaymentsPlus Legal Agreements and any other supplementary terms and conditions or notice we give you form the governing terms of PaymentsPlus. Terms and Conditions specific to your facility via PaymentsPlus may also apply. You should carefully read and consider these documents before making a decision about whether or not this product is suitable for you.

Unless we advise you otherwise, PaymentsPlus is provided to you by:

Westpac Banking Corporation

275 Kent Street

Sydney NSW 2000

Australian Financial Services Licence No. 233714

If there's anything in this document that you'd like to know more about, simply contact us in one of the following ways:

- Contact your Westpac Group representative
- PaymentsPlus

1. Introduction

1.1 What is PaymentsPlus?

PaymentsPlus is an Internet based electronic platform that allows you to make payments to third parties and provides access to you and Recipients of payments, information throughout the payment process.

1.2 What does PaymentsPlus allow you to do?

Please read the Product Information on the Website to read about the latest list of PaymentsPlus features. If you need assistance to activate or deactivate any of these features please contact your Westpac representative.

Some features listed in this document may not be made available to you. Please read the Product Information for more details.

2. Before you use PaymentsPlus

2.1. Technology requirements

To ensure the highest level of security and to optimise your PaymentsPlus experience, we recommend you access PaymentsPlus using the browser and connectivity requirements that have been tested and are supported by us. A list of these can be accessed via the PaymentsPlus sign in page, on the PaymentsPlus Website.

You must ensure that staff who access PaymentsPlus are adequately skilled to operate the software and equipment required to access PaymentsPlus.

2.2. Set up Administrators

You must nominate Administrators who will be responsible for the administration of your online facility.

2.3. Set up Users

In order for a new User to be fully activated, the User must be created and fully authorised by an Administrator. Authority levels assigned to individuals can be limited by you against a specific set of criteria allowed by PaymentsPlus.

We will act upon any Instructions given by a User prior to their access being withdrawn. We will be entitled to act on the Instruction or on notification by the Administrators (subject to the authorisation model nominated within PaymentsPlus and our requirements). If any functionality needs to be changed for a specific User, the Administrators must address this requirement on a User basis.

We reserve the right to suspend a User's access if we suspect that verification has not been conducted in accordance with our requirements.

If you wish to change the Administrators, you must provide us with notification in accordance with our requirements.

You must ensure that all users set up by an administrator comply with the terms and conditions stated in this document.

2.4 Application of User Guides

Ensure each User reads the User Guides. You agree to comply with the User Guide requirements that apply to your use of PaymentsPlus.

3. Fees and charges

Our fees and charges for the use of PaymentsPlus are detailed in the PaymentsPlus Legal Agreements. You authorise us to debit your nominated Billing Account for the fees (including any Government duties, taxes, fees and charges) payable when they fall due as set out in the legal agreement or as we notify you. We are entitled to increase or decrease fees or introduce new fees but we will notify you if this occurs in accordance with the provisions within the PaymentsPlus Legal Agreements.

3.1 How do we invoice you?

A breakdown of your PaymentsPlus fees and charges will be provided to you via monthly Billing Statements.

If you have any questions or concerns in regards to the fees and charges please contact your Westpac Group representative.

4. PaymentsPlus Website use

You acknowledge that other than for the purpose of using the PaymentsPlus Website in accordance with the User Guides or other instructions on the site, you must not modify, adapt, delete or replace any pages, material or other data on, or accessible from, the PaymentsPlus Website or link or append any material or other data to the site, or data contained on it.

5. Payments Information available on PaymentsPlus

5.1 Westpac Group Payments Information

We will attempt to make Payments information available to you as soon as possible. Payments information will be available from the time set out in the User Guides.

5.2 Payment Information received from an Alliance Bank

Access to Payment information received for non-Westpac Group bank accounts will be available once we have received the data from the financial institution. Payment Information received from Alliance Banks

will be made available progressively each Business Day and on weekends, from the time set out in the User Guides.

We are not responsible for the delivery of Account information from external sources to Westpac.

Note: Some Account information is not available on an intraday basis.

5.3 Accuracy of Payment Information

We make no guarantees that the Payment information provided onscreen is accurate at the time you are viewing it. Dishonours will be reflected within industry standards and the status of an individual payment may change based on receipt of dishonour information.

5.4 Storage and back up of Payment Information

You must ensure that you back up all data once it is received from us, including exporting any data in the online format provided. You acknowledge that Payment information will only be stored on PaymentsPlus 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.

6. Receiving Instructions and making Transactions on PaymentsPlus

6.1 Instructions

We are not obliged to accept your Instructions or to enter into Transactions with you. However, subject to you complying with the Agreement, the relevant User Guides and other documents as provided by us from time to time, we will use our reasonable endeavours to do so.

Instructions that are not correctly created and/or authorised may not be processed. We may refuse to accept Instructions or requests to effect Transactions from Users who have insufficient access assigned to them or if your Users are not available to complete the task. Should this occur, you will be required to complete the Instruction or Transaction via an alternate method.

You represent and warrant to Westpac Group that:

..the Users have been legally appointed in the capacity stated in the relevant Instruction; and
..the Users providing Instructions have the power and authority to give their Instruction on your behalf, and to bind you in accordance with their Instruction.

6.2 Deemed authority

You agree that:

- (a) We are authorised to act upon all Instructions and requests to effect Transactions given through PaymentsPlus using your User names;
- (b) We are authorised to treat any Transaction effected through PaymentsPlus by the use of your user name as a Transaction that is undertaken with your authority without us being required to verify your authority in any case;
- (c) We are not required to check the accuracy of any Instructions, requests to effect Transactions, notifications or requests; and
- (d) In consideration of us so acting you release us from all actions, suits, proceedings, claims, costs and demands that may be made, brought or incurred by or against us arising from any unauthorised or incorrect Instructions or requests to effect Transactions.

6.3 Providing incorrect information

If we provide information in relation to a Transaction that is clearly incorrect you must notify us as soon as practicable of the error.

You must ensure all information you input into PaymentsPlus is correct before you provide your Instructions.

We are not liable for any failure on your part either to follow procedures correctly or to input correct information into PaymentsPlus.

7. Payments

7.1 Future dated payments

You can ask us to make a domestic Payment and BPAY Payment at some time in the future in accordance with the User Guide and any other terms we provide you. A Payment may not be processed if there are insufficient funds or the Payment is drawn from an invalid account. A Payment may not be able to be processed if the payment details are invalid when the Payment is due.

7.2 Authorisation

Payments must be fully authorised before the Cut-Off Time on a Banking Day to be processed for the same day Value Date.

All Payment Instructions created and authorised before the Cut-Off Time will be processed with the Value Date you have selected, subject to any special cut-off times specified in legal agreements with you (e.g. Cheques and remittances will not be processed until the first Business day after the Cut Off Time).

7.3 Cut-Off Times and Transaction Limits

Payment Instructions or Files (including Stop Cheque requests) received after a Cut-Off Time may not be processed until the next Banking Day. For Cut-Off Times for Payment types refer to our SLA's section of the PaymentsPlus Legal Agreements. We may vary Cut-Off Times and Transaction Limits at any time in our legals with you. Any Payment or File that is processed after Cut-Off Time may not be released until later in the evening or on the next Banking Day.

7.4 Delay in Processing

We will attempt to process Payment Instructions promptly but will not be liable for any loss associated with any delay in processing a Payment.

Please note: a Payment may take longer to be credited to a Beneficiary if another participant in the appropriate payment system does not process a Payment as soon as they receive the details.

8. Stop Cheque Requests

All stop cheque requests must be created and authorised in accordance with the User Guides.

9. Unauthorised access of PaymentsPlus

Anyone who has a User name can access PaymentsPlus, so you must ensure that you protect your User names.

Users must only access the PaymentsPlus site using appropriate logins. We are entitled to act on the advice of the Administrators as conclusive evidence that you or a User received the user names and we are not obliged to take any further steps to confirm this.

9.1 Changing User names and logins

Users must change their User names and logins in accordance with the User Guides.

9.2 Users responsibilities

User responsibilities to ensuring security are:

..Always sign out to prevent unauthorised persons from assuming your identity and gaining access to PaymentsPlus.

..Never reveal Password and user name details to anyone.

..Ensure that all Users of PaymentsPlus protect their passwords.

..Maintaining security is important, as you may be liable for operations on your Account where incorrect user names have been used.

Extreme caution should always be exercised when using public computers (e.g. at cybercafés) for any purpose. There are also a number of steps your organisation should take to protect its computers, systems and networks.

9.3 Protecting your User name and password

You must keep all elements of your user name and password secure and protected from unauthorised use. Once we provide log in details to you we will not be obliged in any circumstances to enquire whether an act done using that user name in connection with PaymentsPlus is a proper act in accordance with your authority.

Your Administrator must ensure that each User is made aware of their security obligations relating to User names.

10. General provisions

10.1 Changes to terms and conditions

We may change the terms and conditions that apply to PaymentsPlus at any time and will notify you of any changes.

Advance notice 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 reasonably be located.

Unless we have given you instructions otherwise regarding the notice period and form of notices to be provided, you agree that we may notify you of changes as set out in the table below. Use of PaymentsPlus after notification of changes to these terms and conditions will constitute acceptance of those changes.

10.2 Electronic Communication to you and communicating with us

By “electronically”, we mean:

..electronic communication to your nominated electronic address (ie e-mail address);or

..making particulars of changes available on our website and sending to your nominated electronic address a notification that the changes can be retrieved from the PaymentsPlus sign in page, on the Westpac Website.

We may use your e-mail address to advise you of any enhancement or change to PaymentsPlus which may alter our delivery of, or your ability to use PaymentsPlus. We may also use your e-mail address to send regular communications to advise of system down times and system upgrades. You need to keep your e-mail address current. You may update your e-mail address by advising PaymentsPlus Support. If you do not wish to receive communications via email or by notice on the PaymentsPlus website, then please let us know by calling PaymentsPlus Support.

10.3 Changes to User Guides

We will make the User Guides available within the PaymentsPlus Website. User Guides contain rules and manuals in which Instructions must be given, the times during which Instructions may be affected and other relevant information to Users. We may vary the User Guides from time to time therefore we recommend that Users read the User Guides on a regular basis.

10.4 What happens if your details change?

Please notify us promptly of any changes to your name, authorised signatories, or your contact details. If you need to make any changes, all requests need to be made in writing and will be actioned by Westpac within agreed timeframes.

Such changes need to be made online (where possible), or through your Westpac Representative. We will not be responsible for any errors or losses associated with this facility where we have not received adequate prior notice.

10.5 Code of Banking Practice (‘Code’) (New Zealand and Australia)

The New Zealand and Australian self-regulatory Code have been adopted and are complied with by the respective Westpac entities operating in those countries. Each Code sets standards of good banking practice for banks to follow.

In Australia, we actively comply with the Code in as far as it applies to PaymentsPlus when used by small businesses (as defined in the Code) and is an extension of your contract with us. Copies of the Code are available on request. Please contact us for information about:

..account opening procedures;

..our obligations regarding the confidentiality of your information;
..complaint handling procedures;
..bank cheques;
..the advisability of you informing us promptly when you are in financial difficulty; and
..the advisability of you reading the terms and conditions applying the relevant banking service.

10.6 Privacy and confidentiality

Westpac Group is committed to the protection of your personal information and observes all relevant privacy laws. The personal information collected from you will be held securely by Westpac Group and its related companies. This information will be used now and in the future to make available to you the full range of services offered by Westpac Group and its related companies. You have the right to access and correct this information subject to the provisions of the legislation that binds Westpac Group. This information may be used to update other information about you by any member of the Westpac Group. You should be aware that certain statutes require us to disclose confidential customer information. We may do this without telling you.

10.7 Waiver

No delay, neglect or forbearance by either party in enforcing its rights at law or any provision of the Agreement against the other party shall be a waiver or in any way prejudice any right of either party, unless expressly stated in writing.

10.8 Severability

If any part of this Agreement is void, voidable or unenforceable then that part of this Agreement is severed from this Agreement and the remainder will continue to be enforceable.

10.9 Survival

All representations and warranties in this Agreement survive the execution and delivery of the Agreement.

10.10 Set Off

If you do not pay an amount when due, Westpac Group may apply any money in your accounts (whether or not matured) in payment of any amount payable under the Agreement. Westpac Group need not do so at its discretion.

10.11 Liability

A. Limitation

You acknowledge that PaymentsPlus may malfunction or become temporarily unavailable due to a computer malfunction or network congestion. We will have in place reasonable procedures to avoid unintended interruption of PaymentsPlus.

We will have the right to suspend the service at any time to perform certain administrative tasks and scheduled maintenance and if, in our opinion, a serious threat is posed to any part of the system supporting PaymentsPlus.

B. Liability and indemnity

Subject to any express or implied rights that cannot under applicable laws be excluded by agreement between the parties:

- (a) We make no warranties, either express or implied, as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to the goods or services supplied under the Agreement; and
- (b) We exclude all liability in contract, tort (including negligence) or otherwise relating to or resulting from use of PaymentsPlus and for any Loss incurred by you directly or indirectly including, without limitation, as a result of or arising out of:
 - (i) any inaccuracy, error or delay in or omission from any information provided to you under the Agreement;
 - (ii) any delays, failures or inaccuracies in the transmission of any information to you, transmission of your Instructions

or any other communications;

(c) any Loss or liability arising from the acts or omissions or fraud of third parties or your agents and employees, such as your computer systems, internet service provider (ISPs) and other service providers, including other parties involved in processing Instructions or Payments.

Our liability shall in any event be limited to the re-supply of the service.

You indemnify us and all of our employees, agents, related parties and associates for and against any Loss:

(a) incurred as a result of your use or your Users of PaymentsPlus, us relying upon and acting in accordance with any Instruction provided by you or where your Username is used (whether by electronic communication or otherwise), your failure to settle any Transaction by the due date or because you did not observe any of your obligations under this Agreement; and

(b) suffered due to any claim, demand or action of any kind brought against us or incurred by us, arising directly or indirectly, because you or your User acted negligently or fraudulently in connection with this Agreement.

10.12 Termination

If you:

(a) Become Insolvent;

(b) Fail to pay applicable fees when due;

(c) Otherwise fail to perform or observe any obligation under the Agreement; or

(d) Are involved, or we suspect that you are involved in any fraudulent activity or misuse of PaymentsPlus; we are entitled to immediately terminate the Agreement either by notifying you in writing or by ceasing to provide PaymentsPlus to you.

A. Termination by either party

Either party may terminate the entire Agreement by 30 days' written notice to the other party.

B. Continuing rights

Termination will not affect your right or our right to take action for breaches that have occurred before termination including our right to recover fees from you.

10.13 Governing Law

Unless we advise you otherwise, this Agreement is to be governed and construed in accordance with the laws of Australia and the parties submit to the non-exclusive jurisdiction of the courts in New South Wales.

11. Definitions

Account means any eligible account nominated by you for access via PaymentsPlus.

Administrator means the person or persons you authorise, amongst other things, to:

..identify, add, amend and delete Users;

..reset passwords, lock and unlock Users;

..add and delete accounts or services for you to access;

..assign features to Users. This may incur additional fees and charges;

..amend PaymentsPlus access to services; accessible through PaymentsPlus.

Where this functionality is not available Westpac Group will perform these services.

Agreement includes these Terms and Conditions, the Fees and Charges Information Sheet, PaymentsPlus Legal Agreements and any separate conditions or notice we have given to you.

Alternative Payment Process means the process that may be made available to you when PaymentsPlus is not operable as set out in the User Guide, which may include:

..importing files;

..generating files from saved templates; or

..ad hoc creation of files in the alternative payment process.

Authoriser is a User whose authority level allows them to authorise a task performed by a User within PaymentsPlus.

Banking Day means, unless we advise otherwise, where your Account is domiciled in Australia – any day when we are open for business in any State or Territory of Australia. If our offices are closed in your State or Territory but open in every other State and Territory then we will still regard that day as a Banking Day in every other State and Territory.

Beneficiary means the final recipient of a credit transfer as indicated by you in your Instructions. This may be you or a third party.

Billing Account means your accounts with us, nominated by you in writing from time to time, from which fees and charges may be debited in accordance with clause 3 of this Agreement.

Billing Statement means, unless we tell you otherwise, either your Australian Account Analysis and Fee Statement (Statement and/or Tax invoice) or your New Zealand PaymentsPlus Fee Statement (Statement and/or Tax invoice) itemising the fees charged for banking services used in the previous month.

Business Day means a day other than a Saturday or Sunday or a public holiday or bank holiday at the place where an act is to be done or may be done.

Creator is a User whose authority level allows them to perform a task within PaymentsPlus.

Cut-Off Time means the time, as set out in the legal agreements, at which we will not be able to process your Instructions.

GST has the same meaning, unless we advise you otherwise in your supplementary terms and conditions, as that given in A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time.

Insolvent means, unless we advise you otherwise in supplementary terms and conditions, an insolvent or an insolvent under administration (each as defined in the Corporations Act 2001 if you are in Australia), a bankrupt, having a receiver, receiver and manager or administrator, official assignee or statutory manager appointed, in liquidation or provisional liquidation, being wound up or dissolved or subject to any arrangement or composition.

Instruction means an instruction that you give us using PaymentsPlus in accordance with the User Guides.

Office means a grouping within the organisation in a PaymentsPlus setup, for example, a department. An organisation may have multiple Offices.

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.

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.

PaymentsPlus Legal Agreements means the legal agreements provided to you by Westpac in relation to PaymentsPlus.

Product Information means the information brochure about PaymentsPlus and its features available on the PaymentsPlus website.

Recipients mean third parties who you make payments to via PaymentsPlus.

Transaction means any Payments transaction, whereby using PaymentsPlus you instruct and authorise us to carry out a transaction.

Transaction Limit means the maximum value that you may authorise for each Transaction.

User means a person nominated by the Administrators to access PaymentsPlus 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 PaymentsPlus as amended from time to time. These are available within the PaymentsPlus Website. To the extent of any inconsistency with these terms and conditions, this Agreement will apply.

Value Date means the date that you have nominated within the payment to be the day the beneficiary bank pays the beneficiary, or where the beneficiary bank is a bank other than Westpac, the date that the beneficiary bank actually pays the beneficiary.

Westpac Group means Westpac and its related companies.

PaymentsPlus Website means the web site notified by us to you from time to time as the web site through which you may access PaymentsPlus.

We, Westpac, our, us means the Westpac entity named in the PaymentsPlus legal agreements.

You, your means you, the other party to the Agreement with us, and where the context requires includes any person using the Usernames to access PaymentsPlus.