

# PaymentsPlus

## Recipient Terms and Conditions

Effective as at 14 March 2011

This PaymentsPlus website ("this website") is presented by St.George Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714 ("St.George").

### **Access to this site**

Access to this website is available to recipients of payments ("Recipients") being made by St.George customers via the PaymentsPlus product.

The Recipient's access to this website is subject to these terms and conditions ("Terms of Use"). St.George reserves the right to change these terms and conditions at any time by providing 14 days notice to the email address provided in the Recipient registration process.

Recipients must read and comply with these Terms of Use and must only use the online remittances for their intended purpose.

### **Availability**

St.George will make reasonable efforts to ensure that this website is available to the Recipient at all reasonable times, but accepts no liability if this website is not available.

St.George may stop, suspend or alter the Recipient's access to this website without notice.

### **Login and Passwords**

Once the Recipient registration process has been completed to the satisfaction of St.George in its absolute discretion, the Recipient will be issued with a temporary Password, unique Recipient Code and a User ID.

Each Recipient will be prompted to change their temporary Password as part of their first logon to this website.

Once a Recipient has changed their Password, he or she must memorise this and use it with the Recipient's Code and their User ID to access this website.

The Password each Recipient chooses must be a minimum of 8 characters and must include at least 1 letter and 1 number. It may also include some special characters and spaces. This will be that person's own confidential Password to access this website.

### **Safety of Passwords**

The Recipient (and any subsequent recipient user accounts created) must ensure that it does:

- \* take steps to reasonably safeguard their Password;
- \* NOT allow anyone to observe them entering their Password;
- \* NOT disclose or allow their Password to become known to anyone else, including family or those in apparent authority such as management, the Police or St.George staff;
- \* NOT write down, record or store their Password anywhere in written or electronic form; and

\* choose a Password that is unique and/or is not the same as or similar to passwords used for any other services, equipment or cards the Recipient or they may use, including any non-banking services.

If the Recipient believes for any reason that their Password could be known or accessible by someone else, or discovers any unauthorised use of their Recipient Code, User ID or Password has taken place; the Recipient must change the affected Password immediately or disable the login.

Each Recipient may change their Password at any time.

There is no legitimate reason for the Recipient to disclose his or her Password to anyone.

## **Using this website**

Each Recipient is responsible for the security of their User ID and Password.

Anyone accessing this website or using the Recipient's Code, any User ID and Password will have access to information about your payments and related transactions. St.George will have no obligation to verify or take any steps to verify any instruction received from the Recipient or appearing to be sent by the Recipient via this website.

## **Links**

St.George is not responsible for the information on any other website accessed via this website; that information is the responsibility of the owner of that website. St.George has no control over it. Links to other websites are provided for convenience only and do not represent any endorsement by St.George of the services offered by the site owner.

## **Payer knowledge**

The Recipient acknowledges that the Payer (the one responsible for initiating the payment to you) will be able to view the status of their payments uploaded on to the website.

## **No warranty and Limitation of Liability**

Information on this website relating to payments is uploaded by the Payer and St.George takes no responsibility and accepts no liability for such information or absence of such information. Except as expressly provided otherwise in this agreement, and to the extent permitted by law, all warranties, representations, terms, conditions and undertakings, whether express, implied, statutory or otherwise arising out of or relating to this website, are expressly excluded and, in particular, St.George does not represent or warrant to the Recipient that use of this website will be secure, error-free or uninterrupted. These Terms of Use must be read subject to certain statutory provisions in force from time to time in Australia which imply warranties or conditions or impose obligations on St.George that cannot be excluded, restricted or modified, or cannot be excluded, restricted or modified, except to a limited extent. If those statutory provisions apply, then to the extent to which St.George is able to do so, St.George's liability for breach of those provisions will be limited, at St.George's option, to the supplying of the services again, or payment of the cost of having the services supplied again. To the extent permitted by law, St.George will not be liable to the Recipient for any loss of profits, revenue, interest or goodwill or any loss of or corruption to data or for any indirect, incidental, special or consequential damages, from any cause, whether in contract, negligence or other tort, under statute, in equity or otherwise, arising out of or relating to this website or these Terms of Use even if St.George had been advised in advance of the possibility of such loss or damage.

Except as expressly provided otherwise in these Terms of Use and to the extent permitted by law, St.George's cumulative liability to the Recipient for all claims made by the Recipient arising out of or relating to this website or these Terms of Use (including under any indemnities provided by St.George in this agreement), whether in contract, negligence or other tort, under statute, in equity or any other basis, will not exceed in the aggregate, \$1,000.

### **Governing Law**

Use of this site in relation to payments received by Recipients shall be governed by the laws of New South Wales, in Australia.

### **Privacy**

The St.George Privacy Statement is available on the St.George website ([www.stgeorge.com.au](http://www.stgeorge.com.au)) and is incorporated into these Terms of Use.