

PaymentsPlus

Website Terms and Conditions

Effective as at 14 March 2011

Important information

You should carefully read and consider this document before agreeing to its terms. If there's anything in this document that you'd like to know more about, simply contact us on paymentsplus@stgeorge.com.au

1. Introduction

1.1 What is PaymentsPlus?

PaymentsPlus is an Internet based electronic platform that either allows you to make and view payments to third parties or provides access to view payments made to you.

1.2 What does PaymentsPlus allow you to do?

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

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 secure browser and connectivity arrangements. You must ensure that you are adequately skilled to operate the software and equipment required to access PaymentsPlus.

2.2 Application of User Guides

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

3. 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.

Authority levels assigned to you can be limited by your Administrator against a specific set of criteria allowed by PaymentsPlus. We will act upon any Instructions given by you prior to your access being withdrawn.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 the Administrators must address this requirement on a per use basis.

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

St George may change the Administrators subject to an appropriate request.

4. Payments Information available on PaymentsPlus

4.1 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.

4.2 Payment Information received from 3rd Party Financial Institutions

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 3rd party financial institutions 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 St. George.

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

4.3 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.

4.4 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.

5. Receiving Instructions and making Transactions on PaymentsPlus

5.1 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 you if you have insufficient access assigned to you. 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 you have been legally appointed and have the power and authority to give each the relevant Instruction.

5.2 Deemed authority

You agree that:

- (a) We are authorised to act upon all Instructions and requests to effect Transactions given through PaymentsPlus using your Access Codes;
- (b) We are authorised to treat any Transaction effected through PaymentsPlus by you 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.

5.3 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.

6. Payments

This clause only applies if you are using PaymentsPlus to make payments.

6.1 Future dated payments

You can ask us to make a domestic 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.

6.2 Authorisation

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

6.3 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. 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.

6.4 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.

7. Unauthorised access of PaymentsPlus

You agree to ensure that you protect your Access Codes.

You must only access the PaymentsPlus site using appropriate logins. We are entitled to act on your agreement to this Agreement as conclusive evidence that you have received the Access Codes and we are not obliged to take any further steps to confirm this.

7.1 Changing Access Codes and logins

You must change your Access codes and logins in accordance with the User Guides.

7.2 Your responsibilities

Your responsibilities to ensuring security are:

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

- Never reveal your Access Codes details to anyone.
- Maintaining security is important, as you may be liable for operations on your Account where incorrect Access Codes 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.

7.3 Protecting your Access Codes

You must keep all elements of your Access Codes 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 those Access Codes in connection with PaymentsPlus is a proper act in accordance with your authority.

8. General provisions

8.1 Changes to terms and conditions

We may change the terms and conditions that apply to PaymentsPlus at any time. You must agree to the changes each time you access the PaymentsPlus portal.

8.2 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 you. We may vary the User Guides from time to time therefore we recommend that you read the User Guides on a regular basis.

8.3 What happens if your details change?

As a Payer please notify us promptly of any changes to your name, or your contact details. If you need to make any changes, all requests need to be made in writing and will be actioned by St. George as soon as practicable.

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

As a Recipient you will need to notify your payer of any changes.

8.4 Code of Banking Practice ('Code')

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 (if applicable);
- 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.

8.5 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.

8.6 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.

8.7 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.

8.8 Survival

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

8.10 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 of PaymentsPlus, us relying upon and acting in accordance with any Instruction provided by you or where your Access Codes are 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 acted negligently or fraudulently in connection with this Agreement.

8.11 Termination

We may terminate this Agreement if you or the Payer breach any one of the conditions of the PaymentsPlus product. Your access will cease immediately.

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 our right to take action for breaches that have occurred before termination including our right to recover damages from you.

8.12 Governing Law

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.

9. Definitions

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

Access code means your user login and Password

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 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.

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.

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.

Cut-Off Time means the time, we determine as to when we will not be able to process your Instructions.

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

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.

Payer means a third party who makes payments via PaymentsPlus and has granted you access to the Payment Plus Website.

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 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, St. George, our, us means St. George Bank- A Division of Westpac Banking Corporation
275 Kent Street
Sydney NSW 2000
Australian Financial Services Licence No. 233714

You, your means the other party to the Agreement with us, the person accessing the PaymentsPlus Website.