

QuickStream Product Terms & Conditions

Effective Date: 6 October 2026

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[westpac.com.au](https://www.westpac.com.au)

GPO Box 3433, Sydney NSW 2001

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Westpac welcomes calls through the National Relay Service. If you are deaf, hard of hearing, or have speech/communication difficulty, choose your access option detailed on the [National Relay Service](#).

Where English is a second language, contact us and a banker can arrange a language interpreter.

Visit [Westpac Access and Inclusion](#) for further information on our more accessible products and services for people with disability, who are neurodivergent or where English is a second language.

Some important things to consider

Here is a summary of some important terms to consider. This summary doesn't replace the full terms which are set out in this document, nor does it cover all your obligations. Please ensure that you still read this entire document carefully and any other documents we provide you.

- There are certain conditions that must be met before Westpac can provide a Service. These are agreed with you before the Service is established. See clause 4.1 (Conditions to use of a Service) for more information.
- Unless we agree otherwise in writing, Westpac will not validate any payment by reference to any check digit validation technique or otherwise. See clause 5.3 (Validation of payments) for more information.
- Westpac will use reasonable endeavours to respond to and resolve issues with the Services within the Service Level Expectations. See clause 5.4 (Service Level Expectation) and Schedule 1 (Service Level Expectations) for more information.
- Westpac will not have breached its obligations if Service performance or availability are impacted due to known issues which you have been notified about; or circumstances outside of Westpac's control. See clause 5.5 (Service performance and availability exclusions) for more information.
- Westpac may disable your access to Apple Pay if there is a breach of the Apple Pay Terms and Conditions or you continue to incur Excessive Fraud Rates. Westpac may also share information with Apple about your use of Apple Pay. See clause 36.2 (Apple Pay) for further information.
- Westpac may disable your access to Google Pay if there is a breach of the Google Pay Terms and Conditions. Westpac may also share information with Google about your use of Google Pay. See clause 36.3 (Google Pay) for further information.
- If you have nominated the Scheme Tokenisation option for one or more Card Schemes, each party's liability in connection with Scheme Tokenisation is subject to the limitation and exceptions in clause 36.10. See clause 36.10 (Scheme Tokenisation) for further information.
- If you have nominated the PayTo or PayID Biller functionality, Westpac may suspend, cancel and/or terminate your use of these functionalities if you fail to comply with the relevant terms and conditions. See clause 36.6 (PayTo) and clause 36.7 (PayID Biller) for further information.

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SECTION A

Terms and Conditions that apply to all Services

1. Introduction

These terms and conditions apply to the following Services:

- (a) **QuickBatch Service** means the facility that enables you to submit batch files to Westpac for processing payment transactions by Card, Bank Account and, where enabled, PayTo.
- (b) **QuickGateway Service** means the API-based service that allows straight through processing of Card Payments made to you through an IVR System, Website or other systems.
- (c) **QuickStream REST API Service** means the API-based service that connects your systems with Westpac's systems to enable the processing of Card, Bank Account, Apple Pay, Google Pay, PayTo and PayID Biller transactions and related payment-processing functionality;
- (d) **QuickTerminal Service** means the facility that allows you to collect Card and Bank Account transactions and, where enabled, PayTo transactions, and receive real-time authorisation through the QuickStream Website hosted by Westpac and accessed via your desktop, smartphone or tablet.
- (e) **QuickVoice Service** means the IVR System technology that allows your Payers to make Card and Bank Account payments over the phone, and enables related transaction reporting; and
- (f) **QuickWeb Service** means the facility that allows your Payers to view and pay amounts owing to you using Card and/or Bank Account payment methods through a secure website hosted by Westpac.

If you are subject to CPS 230 and notify Westpac in writing that a Service is relevant to your CPS 230 framework, the CPS 230 provisions in clauses 5.4, 11, 14, 16, 23 and 27 apply to that Service. You remain responsible for your own CPS 230 compliance, including classifying Westpac and the Service, and for your own business continuity, operational resilience and exit planning and management of any person acting on your behalf.

2. Overview

2.1 QuickBatch Service overview

A QuickBatch Service is a service by which you (or your third party service provider):

- (a) may, at times or intervals agreed between you and Westpac, transmit to Westpac electronic files containing Instructions to process:
 - (i) specified requests received from Payers (through a website, IVR System or other means) authorising the payment of moneys to you by:
 - a. Specified Credit Card; or
 - b. other credit cards agreed between you and Westpac from time to time; or
 - c. Direct Debit; and/or

- (ii) for purposes of Matched Refunds, refunds by Direct Credits to a Payer's bank account, and for purposes of Matched Merchant Refunds, refunds or reversals to a Payer's credit card; and

- (a) will receive reports of all such payments made or attempted in a manner which may be customised to your requirements.

2.2 QuickGateway Service overview

A QuickGateway Service is a service by which:

- (a) an API is set up between your systems (or those of your third party service provider) and those of Westpac so as to enable processing in real time of requests received into your (or your third party service provider's) systems from your Payers (through a website, IVR System or other means) authorising the payment of moneys to you by:
 - (i) Specified Credit Card; or
 - (ii) other credit cards agreed between you and Westpac from time to time; and
- (b) you will receive reports of all payments made in a manner which may be customised to your requirements.

2.3 QuickStream REST API Service overview

A QuickStream REST API Service is a service by which:

- (a) (a) an API is set up between your systems (or those of your third party service provider) and those of Westpac so as to enable processing of requests received into your (or your third party service provider's) systems from your Payers (through a website or other means) authorising:
 - (i) the payment of moneys to you by:
 - a. Specified Credit Card;
 - b. other credit cards agreed between you and Westpac from time to time;
 - c. Direct Debit from the Payer's account with a financial institution;
 - d. (for the purposes of refunds only) Direct Credit from your Nominated Account;
 - e. Apple Pay; or
 - f. Google Pay;
 - g. PayTo; and
 - h. PayID Biller
 - (ii) the tokenisation of credit card and/or bank account details in accordance with the following process:
 - a. the credit card and/or bank account details are passed through the Westpac gateway and tokenised; and
 - b. the tokenised credit card number is passed back to you and, via an automated process, the tokenised credit card details are processed through the Westpac gateway effecting the payment;
 - c. if Scheme Tokenisation is enabled, the credit card details are passed through to the Card Schemes and a Scheme Token is returned to the Westpac gateway by the Card Schemes;
 - d. the Scheme Token details are processed through the Westpac gateway effecting the payment through the relevant credit card; or

- e. the Westpac gateway stores the Scheme Token (if Scheme Tokenisation is enabled) and it is passed back to you via an automated process; and

- (iii) you will receive reports of all payments made in a manner which may be customised to your requirements.

2.4 QuickTerminal Service overview

A QuickTerminal Service is a service by which:

- (a) you (or your third party service provider) can use a computer with an internet connection to access a Westpac hosted website to send Instructions to Westpac (or its third party service provider) to process, in real time, requests received from your Payers (through a website, IVR System or other means) authorising the payment of moneys to you by:
 - (i) Specified Credit Card; or
 - (ii) other credit cards agreed between you and Westpac from time to time; or
 - (iii) Direct Debit; and/or
- (b) you can process, for purposes of Matched Refunds, refunds by Direct Credits to a Payer's bank account, and (for purposes of Matched Merchant Refunds) refunds or reversals to a Payer's credit card; and
- (c) you will receive reports of all such payments made or attempted in a manner which may be customised to your requirements.

2.5 QuickVoice Service overview

A QuickVoice Service is a service by which:

- (a) persons wishing to pay money to you may:
 - (i) be advised by the IVR System of amounts payable by them to you; and
 - (ii) make payment to you using the IVR System by:
 - a. Specified Credit Card;
 - b. other credit cards agreed between you and Westpac from time to time; and
 - c. Direct Debit from the Payer's account with a financial institution; and
- (b) you may use the IVR System to record the fact that you have physically received cash or cheque payment from a Payer prior to you depositing that money to the Nominated Account; and
- (c) you will receive reports of all such transactions in a manner which may be customised to your requirements.

2.6 QuickWeb Service overview

A QuickWeb Service is a service by which:

- (a) persons wishing to pay money to you may:
 - (i) view details on the Website of amounts payable by them to you; and
 - (ii) make payment to you using the Website by:
 - a. Specified Credit Card;

- b. other credit cards agreed between you and Westpac from time to time; and
- c. Direct Debit from the Payer's account with a financial institution; and

(b) you will receive reports of all such transactions in a manner which may be customised to your requirements.

2.7 Nomination of options within a QuickStream Service

- (a) Each Service has optional components, and you must nominate which options you wish to use by completing an onboarding form. If you select an option, additional terms and conditions may apply as set out in Section B.
- (b) Additional options addressed in Section B for:
 - (i) QuickStream REST API Service includes 3-D Secure, FraudGuard, Apple Pay, Google Pay, Merchant Choice Routing Online, PayID Biller, PayTo, QuickVault, Scheme Tokenisation and Webhooks.
 - (ii) QuickBatch Service includes Merchant Choice Routing Online, PayTo, QuickVault, Scheme Tokenisation and subscription notifications through Webhooks.
 - (iii) QuickTerminal Service includes Merchant Choice Routing Online, PayTo and matching from Open Items Files.
 - (iv) QuickWeb Services include 3D-Secure, FraudGuard, QuickVault, QuickWeb Recurring Transactions and matching from Open Items Files.
 - (v) QuickVoice Service includes QuickVault, matching from Open Items Files and the recording of cash or cheque receipts.
 - (vi) QuickGateway Service includes FraudGuard, Merchant Choice Routing Online and QuickVault.
- (c) You may:
 - (i) give further nominations but must satisfy any of the conditions set out in Section B relevant to that option to the satisfaction of Westpac before it will be made available; and
 - (ii) cancel an option, but maintain access to other nominated options, by giving not less than 30 Business Days' written notice to Westpac.
- (d) Each nomination and cancellation must be signed on your behalf by your authorised officer.

3. Interpretation

In this Agreement, unless the context requires otherwise, the singular includes the plural and vice versa, and other grammatical forms of a defined word or phrase have corresponding meanings. References to any document, agreement, or legislation include amendments, replacements, or re-enactments thereof, and the term "including" is not limiting. Writing encompasses electronic communications, headings are for convenience only and do not affect interpretation, and all times referred to are in Sydney time.

The following terms, when used in this Agreement, have the meanings set out below, unless the context requires otherwise.

3-D Secure means an application for authenticating cardholders during an online purchase, including the "Visa Secure", "Mastercard Identity Check" and "American Express Safekey" identification protocols.

ADFI means an Australian domiciled financial institution which accepts electronic payments in the ordinary course of its business for clearing and settlement through the BECS by it or by a Representative appointed by it.

Agreement means the agreement between you and Westpac comprising these Product Terms, the Pricing Agreement and any other document forming part of or incorporated into those terms.

AML Requirements means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and corresponding Rules together with all Guidance Notes, Rulings and other publications issued from time to time by the Australian Transaction Reports and Analysis Centre ("Austrac") and the AML/CTF Program adopted from time to time by Westpac in accordance with these.

API means Application Programming Interface.

Apple Pay means the Apple Pay payment method made available through the QuickStream REST API Service in accordance with the Apple Pay Terms and Conditions.

Apple Pay Terms and Conditions means the "Apple Pay Web Merchant Terms and Conditions" which are available at <https://developer.apple.com/terms/apple-pay-web/> (or any successor URL), including as amended or updated from time to time.

Authorised PayTo Payment Agreement means an agreement that has been authorised by the End Customer and stored in the Mandate Management Service, authorising a PayTo Payment, in accordance with its terms.

Bank Account means an account held by you with Westpac or another financial institution that is capable of being credited or debited for the purposes of processing transactions under this Agreement.

BECS means the Bulk Electronic Clearing System (CS2) from time to time adopted by Australian Payments Network Limited ABN 12 055 136 519.

BECS Rules means the regulations and procedures governing the BECS from time to time.

Biller PayID means the PayID which must be used exclusively for the PayID Biller service.

Business Day means any day other than a Saturday or a Sunday on which Westpac is open for the type of business required by an Agreement in the place to which an Instruction is required to be sent and in the place at which the Service is required to be made available.

Business Hours means 07:00 to 18:00, Sydney, Australia time on any day other than a Saturday or a Sunday or a day which is a public holiday in all Australian States.

Card means a valid transaction card issued by a member or affiliate of Visa on which the Visa marks appear, a valid transaction card issued by a member or affiliate of Mastercard® on which the Mastercard marks appear; or any other valid transaction card issued by another entity which we request you honour and you agree to honour.

Card Schemes means the Visa, Mastercard, American Express schemes and any other similar schemes that Westpac is a member of or participates in.

Customer, you or your means the customer who is entering into this Agreement, and where the context requires, a person authorised by the Customer to act on behalf of the Customer.

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 means the business, technical, implementation, testing and other conditions reasonably required by Westpac and agreed with you that must be satisfied before a Service or option within a Service is established or made available to you.

Confidential Information means all information of a party of which the other party becomes aware as a result of, or in connection with, this Agreement, which is by its nature confidential, is designated by the disclosing party to be confidential, or the receiving party knows is confidential, including information relating to any Service, System or your systems. It includes the terms of this Agreement and the fact of the commercial relationship between the parties.

CPS 230 means Prudential Standard CPS 230 Operational Risk Management.

Credit Card Payment Approver means, in respect of each credit card, the issuer of that credit card or other person authorised from time to time by the issuer to approve drawings on that credit card. In the case of each Specified Credit Card it means Westpac.

Direct Credit means a 'Credit Item' as defined in the BECS Rules.

Direct Debit means a 'Debit Item' as defined in the BECS Rules.

Disaster means an event, including an event described in clause 15.1, that causes or is likely to cause a material adverse effect on Westpac's performance of its obligations under this Agreement and cannot be managed within normal operating procedures, including an interruption, destruction or other loss of operational capacity.

Electronic Communication means a communication sent, received or made available electronically, including by email, SMS, electronic file, API, Webhook, Website, IVR System, System, QuickStream Portal, hosted solution or any other electronic method agreed between you and Westpac.

End Customer means the customer of a PayTo User or a PayID Biller User (as applicable).

Excessive Fraud Rates means, with respect to Apple Pay transactions initiated through your website, average chargeback rates (excluding adjustments and merchandise returns) exceeding two percent (2%) over a thirty (30) day moving period.

External System means a System provided by a person other than Westpac, including a payment, clearing, settlement or card-processing system used in connection with a Service.

FraudGuard means an application that helps to manage fraud by putting a number of checks in the transaction process which a payment must pass before being approved.

Fourth Party means a person Westpac relies on in providing a Service, including a subcontractor of Westpac.

Google Pay means the Google Pay payment method made available through the QuickStream REST API Service in accordance with the Google Pay Terms and Conditions.

Google Pay Terms and Conditions means the "Google Pay API Terms of Service" which are available at <https://payments.developers.google.com/terms/sellertos> (or any successor URL), including as amended or updated from time to time.

GST has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Instruction means an instruction given by you to Westpac in relation to a Service or System.

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 these QuickStream Product Terms & Conditions.

IVR System means the Westpac sponsored Interactive Voice Response (IVR) system through which you may receive payments under this Agreement.

Ledger FI means a 'Ledger FI' as defined in the BECS Rules.

Mandate Management Service means the central, secure database operated by NPP Australia Limited. Authorised PayTo Payment Agreements must be recorded in the Mandate Management Service to process NPP payments.

Matched Merchant Refund has the meaning given to it in clause 10.

Matched Refund means a payment by you to the Payer which represents a refund of an amount originally paid to you by the Payer and which is matched against the original transaction when processed.

Merchant Choice Routing Online means the functionality that allows you to select the Card Scheme through which an eligible online transaction made using a multi-network debit card is processed.

Nominated Account means an account or accounts of you advised to Westpac by you and agreed by Westpac from time to time as a Nominated Account.

NPP means the New Payments Platform operated by NPP Australia Limited or its successor.

NPP Payment means electronic payments cleared and settled by participating financial institutions via the NPP.

NPP Procedures and/or Regulations means those documents by the same name which are published by the NPP and updated from time to time.

NPP Transaction means an NPP Payment, or a refund or other transaction processed through the NPP in connection with an NPP Payment.

Open Items File means an electronic file maintained by you on your computer system containing details about its Payers.

PAN means the cardholder's Primary Account Number and identifies the card issuer and funding account of the cardholder.

Payee Customer means a payee customer of an NPP participant (or its sponsored identified institution).

Payer means a person that makes or wishes to make payments to you.

PayID means a unique email identifier created by Westpac for you that is used to receive PayID payments only to your Westpac bank account/s, including their reconciliation, and that can't be used for any other purpose that hasn't been authorised by Westpac (e.g. for sending and receiving emails).

PayID Biller means the service provided by Westpac that allows you to receive PayID payments using the PayID created for this service.

PayID Biller Payment means an NPP Payment, or a series of NPP Payments, to be made from the End Customer's account to a PayID Biller User's account.

PayID Biller Terms and Conditions means the agreement entered into between you and Westpac governing your use of PayID Biller, as amended or replaced from time to time.

PayID Biller User means a Payee Customer or a Payment Initiator who is authorised and approved by an NPP participant, or its sponsored identified institution, to use the Mandate Management Service.

Payment means any amount remitted to or instructed to be remitted to you by a Payer using BECS, a Card or NPP Payments.

Payment Initiator means a payer customer of an NPP participant (or its sponsored identified institution).

Payment Source Details means the details required for payment from a Payer's credit card under a Service.

PayTo means a service which enables:

- (a) a PayTo User to request, and the End Customer/s to pre-authorise an NPP Payment, or a series of NPP Payments, in accordance with an Authorised PayTo Payment Agreement;
- (b) an End Customer to amend, suspend, unsuspend, port and cancel Authorised PayTo Payment Agreements.

PayTo Payment means an NPP Payment, or a series of NPP Payments, to be made from the End Customer's account to a PayTo User's account.

PayTo User means a Payee Customer or a Payment Initiator who is authorised and approved by an NPP participant, or its sponsored identified institution, to use the Mandate Management Service.

PayTo Biller Terms and Conditions means the terms and conditions entered into between you and Westpac that govern your use of PayTo, as amended or replaced from time to time.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Pricing Agreement means the pricing sheet accompanying these Product Terms, as amended by the parties in writing, or as supplemented in relation to a particular Service or System, from time to time setting out the fees payable by you to Westpac for the relevant Service and/or a System and for other services supplied by Westpac.

Product Terms means these QuickStream Product Terms & Conditions, including the schedules.

QuickStream Portal means the QuickStream Portal accessed through the QuickStream Website with your username and password.

QuickStream Service means each of the QuickBatch Service, QuickGateway Service, QuickStream REST API Service, QuickTerminal Service, QuickVoice Service and QuickWeb Service.

QuickStream Website means the website hosted by Westpac or its service provider through which you may access and use the QuickTerminal Service.

QuickVault means an option whereby Westpac provides a Token (or the Card Schemes provide a Scheme Token) which can be used to effect a payment made through the QuickStream Service. The Token or Scheme Token will be returned to you by an agreed means so that it can be used by you to effect future payments.

QuickWeb Recurring Transactions means an option within the QuickWeb Service which allows a Payer to establish a recurring payment to you on a regular basis.

Recurring Biller PayID means a Biller PayID created with the functionality to make more than one payment.

Reference Lending Rate means Westpac's Reference Lending Rate published on Westpac's website from time to time.

Related Body Corporate has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth).

Reports means the reports provided under this Agreement and includes, where the context allows, reports printed or exported by you using any search and export capability available as part of a Service.

Sanctioned Jurisdiction means a jurisdiction listed at westpac.com.au/osaccess.

Scheme Token means a token issued by Card Schemes that replaces PANs and other card details.

Scheme Tokenisation means the process to exchange card PANs and other card details with a Scheme Token provided by the Card Schemes.

Service means each of the services identified in clause 1 and described in clause 2 and includes any option within that Service nominated by you under clause 2.7.

Service Level Expectations means the service level expectations specified in Schedule 1.

Single Use Biller PayID means a Biller PayID created with the functionality to only make a single payment.

Specified Credit Card means a credit card nominated by Westpac from time to time as a Specified Credit Card for the purposes of this Agreement and, at the date of this Agreement, includes Visa, MasterCard, American Express and UnionPay.

System means each system provided by Westpac to enable the provision of a Service.

Token means an alpha and/or numeric representation created by Westpac or its service provider of Payment Source Details that are: (1) located on the Website; or (2) transmitted by you to Westpac by an agreed means.

Transaction Information means Customer payment account information, billing address, merchant identifier and other transaction details required to process the Google Pay transactions.

Webhook means an HTTP request, triggered by an event in a source system and sent to a destination system, often with a payload of data.

Website means the web site operated by you through which a Payer may register Payment Source Details or a Westpac hosted web site operated on your behalf through which you may receive payments under this Agreement.

Westpac means Westpac Banking Corporation ABN 33 007 457 141.

Westpac Group means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714, and its related bodies corporate. St. George Bank, BankSA and Bank of Melbourne are all divisions of Westpac Banking Corporation.

4. Establishment Procedure

- (a) Before you may use a Service or an option within a Service, you must satisfy all Conditions Precedent reasonably required by Westpac.
- (b) The specific Conditions Precedent required may differ between Services and options and will be agreed with you before the relevant Service or option is established.
- (c) You acknowledge:
 - (i) that you are responsible, during the implementation phase and subsequently, for assessing and communicating to your Westpac Relationship Manager or Westpac Representative the likely demand for the Service and each option, including (amongst other things) potential transaction volumes to be processed, data to be stored and variations in these over time;
 - (ii) that as a Condition Precedent to your use of a Service or any option within a Service, you and Westpac will agree, and document in writing, the capacity and usage thresholds applicable to that Service or option;
 - (iii) that Westpac or its service provider may allocate available resources and capacity and make plans for provision of the Service or option, based on your assessment and agreed thresholds. Westpac is not obliged to accept or process Instructions, transactions, files or data volumes that exceed the agreed thresholds; and
- (d) You and Westpac will review a Service or option if actual demand varies significantly from your assessment or the agreed thresholds. Westpac is not obliged to provide additional resources or capacity. If you and Westpac agree that additional resources or capacity are required, Westpac may require you to pay additional fees and charges as a condition of

providing them.

5. Operating procedure

5.1 Instructions

- (a) You may only direct Westpac to provide a Service by sending an Instruction complying with the applicable specifications, and with all mandatory fields completed, by the agreed means of communication including through the hosted solutions that Westpac or its service providers offer.
- (b) You acknowledge that, due to the rules and procedures of the payment 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).
- (c) Where you wish to revoke an Instruction, you must contact your Service contact or relationship manager, 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.

5.2 Processing of Instructions

Subject to this Agreement, Westpac agrees, on receipt of a Compliant Instruction from you requesting:

- (a) payment to you by credit card for which Westpac is the Credit Card Payment Approver, to:
 - (i) determine, in accordance with its normal criteria, whether to approve the debit;
 - (ii) advise you of the result through the agreed means, so that it may be communicated by you to the Payer; and
 - (iii) if the debiting is approved and, where required for the relevant Service, you advise Westpac (in the manner agreed between Westpac and you), that the Payer has confirmed the debt and payment:
 - a. provide a receipt number for the transaction to you in the manner agreed between Westpac and you for disclosure to the Payer;
 - b. arrange for the specified amount to be debited to the Payer's nominated credit card; and
 - c. credit the bulk amount of all payments from credit cards for which Westpac is the Credit Card Payment Approver to the Nominated Account;
- (b) payment to you by credit card for which Westpac is not the Credit Card Payment Approver, to:
 - (i) seek approval from the Credit Card Payment Approver for the debit to be made;
 - (ii) advise you of the result through the agreed means so that it may be communicated by you to the Payer; and
 - (iii) if the debiting is approved by the Credit Card Payment Approver and, where required for the relevant Service, you advise Westpac (in the manner agreed between Westpac and you) that the Payer has confirmed the debt and payment:
 - a. advise you, in the manner agreed between Westpac and you, for disclosure to the Payer, of the approval and a receipt number for the transaction as supplied by the Credit Card Payment Approver; and
 - b. instruct the Credit Card Payment Approver to make the payment from the Payer's nominated credit card; and
 - c. when the Credit Card Payment Approver settles with you through the Nominated Account, credit the bulk amount of all the payments received to the Nominated Account. Westpac does not guarantee settlement.

Advice of approval of an amount to be debited is not a guarantee of prompt settlement by the Credit Card Payment Approver;

- (c) payment by debiting an account with an ADFI, subject to clause 6, to:
 - (i) accept the Instruction for later processing as a Direct Debit;
 - (ii) forward the Instruction to the appropriate address and in the appropriate format in accordance with the requirements of the BECS for processing by or on behalf of the ADFI with which a Payer's account is conducted; and
 - (iii) credit the bulk amount of the proceeds received to the Nominated Account; and
 - (iv) advise you of the transaction and a receipt number in the Reports;
- (d) for the purposes of a Matched Refund, payment by you to a Payer's bank account, to:
 - (i) accept the Instruction for later processing as a Direct Credit;
 - (ii) forward the amount debited to the appropriate address and in the appropriate format in accordance with the requirements of the BECS for processing by or on behalf of the ADFI with which the Payer's account is conducted;
 - (iii) debit the bulk amount of all Direct Credits requested to the Nominated Account; and
 - (iv) advise you of the transaction and a receipt number in the Reports;

5.3 Validation of payments

Westpac will not validate any payment by reference to any check digit validation technique or otherwise, except to the extent agreed in writing with you, which may be by comparing specified details included in Instructions with specified details included within Open Items Files relating to you.

5.4 Service Level Expectations

- (a) In Part 1 of Schedule 1 (Service Level Expectations) Westpac has set out Service Level Expectations for some of the operations a QuickStream Service performs, and in Part 2 of Schedule 1, Westpac has set out how it will work to resolve problems that may impair the operation of a Service. Westpac's obligations to achieve the Service Level Expectations are met if it makes reasonable endeavours to achieve those expectations.
- (b) These "reasonable endeavours" limits on its standard of contractual duty are in addition to any other limits in this Agreement or any other agreement between the parties, or at law on its obligations or liability.
- (c) Where the CPS 230 provisions apply:
 - (i) Westpac will maintain and, at least annually, test business continuity, operational recovery and disaster recovery plans for the relevant Service, together with the people, resources, technology and arrangements required to implement them following a Disaster. Westpac will also test those plans following a material change to its business operations or as required by law.
 - (ii) Westpac acknowledges that APRA or a government agency may establish or update tolerance levels for the Service, including recovery time, recovery point and recovery level objectives, and that Westpac has established and provided to APRA any such tolerance levels relating to the Service.
 - (iii) Westpac will use reasonable endeavours to notify you, or your authorised representative where applicable, as soon as reasonably practicable after determining that a material incident has affected the Service, in accordance with its standard incident management processes. The timing and content of the notice may reflect the nature of the incident, available information and relevant security, confidentiality, privilege, legal, regulatory and operational

considerations. Westpac is not required to provide incomplete root cause analysis, information concerning another customer, or information or materials that are confidential, privileged, security-sensitive, commercially sensitive or may compromise its systems, controls or security posture, including internal investigation materials or regulator correspondence. Westpac is not responsible for determining whether you must report an incident to a regulator.

5.5 Service performance and availability exclusions

Westpac's undertakings with respect to the Service's performance and availability are not breached where any lack of performance or availability is connected with any of the following circumstances:

- (a) Known Service operational and design limits, including:
 - (i) where Westpac has advised you of relevant problem prioritisation criteria and targets for resolution of Service and System problems, any problem to which Westpac responded in accordance with those criteria and targets, even if not resolved; or
 - (ii) downtime while scheduled maintenance or required repairs are being performed.
- (b) Circumstances outside of Westpac's control, including:
 - (i) failure of, or an issue with, the performance or availability of a transmission service, for example, the public internet, a private network, or a virtual private network or your systems; or
 - (ii) Service performance and access issues to the extent not caused by Westpac and not a reasonably foreseeable consequence of a breach by Westpac of this Agreement.
- (c) Circumstances relating to you, including:
 - (i) where the actual demand for a Service or System requirements vary significantly from your assessment or the information you provided; or
 - (ii) if Westpac is prevented from, or delayed in, performing its obligations under the Agreement because of any act, or omission or delay on your part, or because of issues with your systems.

5.6 Merchant Choice Routing Online

If you have nominated the Merchant Choice Routing Online option for a Service, you acknowledge and agree that:

- (a) Merchant Choice Routing Online allows you to select your preferred Card Scheme to process an eligible online transaction made using a multi-network debit card. When Merchant Choice Routing Online is enabled for that Service, you may nominate to:
 - (i) process all eligible multi-network debit transactions through the eftpos network rather than through the Visa or Mastercard networks; or
 - (ii) set a monetary threshold and process transactions at or below that threshold through one Card Scheme and transactions above that threshold through another Card Scheme;
- (b) refunds of eligible transactions are processed through the same Card Scheme through which the original transaction was processed; and
- (c) surcharges are included when applying a nominated routing threshold.

6. Direct Debits

- (a) This clause applies only where Direct Debit is available as part of, and has been nominated for, the relevant Service. In this

clause, Debit User, DDR Service Agreement and Direct Debit Request have the meanings given to those terms in the BECS Rules.

- (b) Westpac will only accept Instructions to debit a Payer's account if:
- (i) the account is an Australian domiciled Australian dollar account conducted with an ADFI;
 - (ii) Westpac is reasonably satisfied that:
 - A. you understand and can comply with your obligations as a Debit User in relation to the Service;
 - B. you have entered into a DDR Service Agreement with the Payer in accordance with the arrangements under which Westpac has sponsored you as a Debit User as modified (if at all) in respect of this Agreement; and
 - C. you have obtained a valid Direct Debit Request from the Payer which authorises you to debit the Payer's account through BECS, including through the Website or IVR System where applicable, and you have obtained Westpac's prior approval to obtain any Direct Debit Request electronically or by telephone; and
 - D. for any Direct Debit Request made by telephone, you provide the Payer with written confirmation of the Direct Debit Request and the applicable DDR Service Agreement within seven days, in accordance with the BECS Rules and Westpac's sponsorship arrangements; and
 - E. Westpac has received sufficient notice, prior to the first occasion on which such debiting is required, to reasonably satisfy itself on the above matters and make any necessary changes to enable the payment to be requested through the relevant Service.
- (c) By sending an Instruction, you represent and warrant to Westpac that each item in the Instruction has been properly authorised by a DDR Service Agreement and Direct Debit Request in accordance with the BECS Rules and the arrangements under which Westpac has sponsored you as a Debit User.

7. Direct Debit Returns

- (a) This clause applies only where the relevant functionality is available as part of, and has been nominated for, the relevant Service.
- (b) You acknowledge that:
- (i) acceptance of an Instruction by Westpac to debit an account with a financial institution does not constitute any assurance by Westpac that the Direct Debit will not be returned by the financial institution with which the account is conducted (including Westpac) or that the details contained in the Instruction are sufficient for the relevant financial institution or account to be identified or debited; and
 - (ii) Westpac will deal with any Direct Debit which is returned to it or unable to be processed for any reason in accordance with the BECS Rules and the arrangements under which Westpac has sponsored you as a Debit User.

8. Refunds by Direct Credit

- (a) This clause applies only where the relevant functionality is available as part of, and has been nominated for, the relevant Service.
- (b) You must ensure that each Instruction for a Direct Credit that you send to Westpac is for a Matched Refund.
- (c) Westpac will only accept Instructions to credit a Payer's account if:

- (i) the account is an Australian domiciled Australian dollar account conducted with an ADFI;
- (ii) you are making a Direct Credit in cleared funds to the Payer which represents a Matched Refund of an amount paid under the original Direct Debit; and
- (iii) the time period under the BECS Rules within which the Ledger FI may advise that the original Direct Debit cannot or will not be paid has elapsed without such advice being given by the Ledger FI.

9. Credit Card Refunds or Reversals

- (a) This clause applies only where the relevant functionality is available as part of, and has been nominated for, the relevant Service.
- (b) Where you send Instructions to Westpac to initiate a credit card refund or reversal in accordance with this Agreement, Westpac will only process such credit card refunds or reversals:
 - (i) if you are making a refund or reversal to a Payer's credit card which represents a refund or reversal of an amount originally paid to you by the Payer and which is matched against an initial valid transaction on the same credit card (Matched Merchant Refund); and
 - (ii) if you initiate the credit card refund or reversal to the same credit card originally used by the Payer to make a payment to you.
- (c) You must ensure that each Instruction for a credit card refund or reversal that you send to Westpac is for a Matched Merchant Refund.

10. Reports

- (a) Westpac will make the Reports specified below available to you for the relevant Service, at the times and by the means specified below or otherwise agreed with you, unless, in any case, you elect in writing not to receive them. Reports stated to be included are included in the base fee for the relevant Service. Reports specified as "optional" are available only if Westpac has agreed to provide that Report and a fee for that report has been agreed. Unless otherwise agreed, Reports will be substantially in the form set out in the appendices to the file specifications.
- (b) Westpac's obligation to make a Report available is subject to the conditions that apply to the use of the relevant Service generally, including agreement as to the applicable Report, report form, delivery method and frequency, satisfaction of technical requirements and agreement as to communication lines.

Name of Report	Content of Report	Availability and delivery
Reconciliation Summary	The total of all payments attempted, the total of all payments declined and the difference, being the net settlement value	Emailed to you after 10.00pm each Business Day unless no transactions have occurred since the last summary. Provided as part of the relevant Service.
Cash Applied File or ReCall File	Details of all approved transactions recorded since the previous report (and, if requested by you, all declined transactions in that time)	Transmitted to you after 10.00pm each day, 7 days a week, or earlier if agreed with you, where this Report is available for the relevant Service and Westpac has agreed to provide it.

- (c) Where the CPS 230 provisions apply, you may monitor the relevant Service using the information, statements, Reports, notices, confirmations and other materials Westpac makes available under this Agreement or its standard processes. Westpac is not required to provide bespoke reporting, customised metrics, control testing, service credits, performance dashboards or operational resilience reporting unless separately agreed in writing.

11. Search and export capability

- (a) Westpac will retain details of all approved and declined transactions in the System for a period of 365 days.
- (b) You may conduct searches of the retained data by accessing the QuickStream Portal and keying in the username and password allocated to you by Westpac. Results of those searches may be printed by you or exported to your systems or to files in CSV format.
- (c) You acknowledge that you are solely responsible for backing up your data.

12. Help and technical support

- (a) Westpac will make a help desk available to you during the hours of 8.00 am to 6.00 pm (Sydney time) on each Business Day for assistance with technical issues relating to the Service.
- (b) If requested by you, Westpac may also agree to provide further support outside normal business hours for up to 24 hours a day and 7 days a week at an additional cost to be agreed with you.

13. Fees and Charges

- (a) You must pay to Westpac the fees and charges referred to in the Pricing Agreement, and any other fees, charges, costs and amounts payable by you under this Agreement, when due.
- (b) Unless otherwise stated in this Agreement or the Pricing Agreement, you authorise Westpac to debit those amounts from a Nominated Account when due. Where the CPS 230 provisions apply, you are not required to pay fees for a Service to the extent it is not provided as a result of a Disaster.
- (c) Fees and charges payable under this Agreement are additional to any fees and charges payable under any separate agreement for a product, service or system used in connection with a Service.
- (d) If you fail to pay an amount payable under this Agreement when due and that amount has not been debited from a Nominated Account or made subject to another payment arrangement agreed with Westpac, you must pay interest on that amount from and including the due date until the date of actual payment. Interest accrues daily at the Reference Lending Rate, or another rate that reasonably reflects Westpac's cost arising from the late payment, is calculated using the actual number of days elapsed and a 365-day year, compounds daily and is payable on written demand.
- (e) Westpac may charge you its reasonable costs of responding to a request under the CPS 230 provisions that is outside ordinary product servicing or requires material time, resources, third-party costs or legal review.

14. QuickVault operating procedure

- (a) If you have nominated the QuickVault option for a Service, Westpac will:
 - (i) determine, acting reasonably and in accordance with its usual criteria, whether to approve Payer requests to register Payment Source Details through the relevant Service;
 - (ii) advise you of its decision by the agreed means for you to communicate to the Payer through the Service; and
 - (iii) provide you with a Token or, where applicable, a Scheme Token by an agreed means, so that it may be stored and used for future payments.
- (b) Westpac will not validate any registered Payment Source Details and is not responsible for their accuracy or completeness.
- (c) When QuickVault for a Service ends, Westpac will securely delete the credit card data you provided for QuickVault in accordance with its applicable data retention and deletion processes, except to the extent Westpac is required to retain it

under applicable law or Card Scheme requirements, or you have requested, and Westpac has agreed, to transfer that data to another payment service provider. Any agreed transfer will be completed in accordance with Westpac's applicable security and operational processes before the data is deleted.

15. Liability and indemnities

15.1 Uncontrollable events

Neither party is liable for any loss or damage, or is in default under this Agreement, to the extent its failure or delay in performing an obligation is caused by an event or circumstance that could not, with reasonable diligence, have been controlled or prevented by it, including natural events, government action, pandemic, terrorism, industrial disputes, war, sabotage, utility failures or sudden and unexpected telecommunications, clearing or other system failures.

15.2 Excluded loss

Unless this Agreement expressly provides otherwise, each party is liable to the other only for direct loss resulting from its breach of contract or negligence, including direct loss recoverable under an indemnity. Neither party, nor its employees, agents or subcontractors, is liable for any special, indirect or consequential loss; any loss of profits, indirect economic loss, or loss or corruption of data; any loss claimed on the basis that it was reasonably contemplated or a probable result of a breach or other wrong, even if its possibility was disclosed; or any loss to the extent caused by the other party or its employees, agents or subcontractors, a failure by the other party to take reasonable steps to mitigate its loss, or an event or circumstance described in clause 15.1.

15.3 Your indemnity

- (a) To the full extent permitted by law, you indemnify and hold harmless Westpac and its employees, agents and subcontractors against any liability, loss, reasonable cost or expense, including legal costs on a full indemnity basis and GST, arising directly from:
 - (i) any untrue representation by you, failure by you to comply with a duty imposed by law in relation to this Agreement, or negligence, misrepresentation, omission or fraud by you or your employees, agents or subcontractors in connection with this Agreement, a Service or a System;
 - (ii) Westpac reasonably relying on an Instruction;
 - (iii) any unlawful, inaccurate or misleading information in an Instruction, or any information or data in an Instruction that infringes a third party's Intellectual Property Rights;
 - (iv) any unauthorised use of or access to a System through an access method assigned to you;
 - (v) any third-party claim concerning anything properly done or omitted by Westpac in connection with an Instruction or the provision of a Service; or
 - (vi) any API established, at your request or with your authority, between Westpac's systems and those of your third-party service provider.
- (b) To the extent permitted by law, Westpac is not liable for any loss, whether direct or indirect, suffered by you as a result of an API described in clause 15.3(f).
- (c) The indemnity in this clause does not apply to the extent the relevant liability, loss, cost or expense is caused by the fraud, wilful misconduct or negligence of Westpac or its employees, agents or subcontractors.

15.4 Westpac indemnity

Subject to clause 15.6, to the full extent permitted by law, Westpac indemnifies and holds harmless you and your employees, agents and subcontractors against any liability, loss, reasonable cost or expense, including legal costs on a full indemnity basis and GST, arising directly from any untrue representation by Westpac, any failure by Westpac to comply with a duty imposed by

law in relation to this Agreement, or any negligence, misrepresentation, omission or fraud by Westpac or its employees, agents or subcontractors in connection with this Agreement, a Service, a System or Westpac's performance of its obligations or exercise of its rights under this Agreement, except to the extent caused by your fraud, wilful misconduct or negligence or that of your employees, agents or subcontractors.

15.5 System malfunction

If a System fails to complete a transaction because it does not accept an Instruction, Westpac is not liable to you or your employees, agents, Payers or subcontractors for any resulting loss, except to the extent caused by Westpac's negligence or fraud. If the System accepts the Instruction while malfunctioning and you were, or should have been, aware of the malfunction, Westpac's liability is limited to refunding any fees or charges imposed on you while the System was malfunctioning, and Westpac is not liable for any other resulting loss except to the extent caused by its unreasonable delay in identifying or rectifying the malfunction. A System is malfunctioning if an experienced user would recognise the circumstances as indicating a malfunction.

15.6 Non-excludable liability

- (a) Nothing in this clause excludes or limits liability that cannot lawfully be excluded or limited.
- (b) Nothing in the CPS 230 provisions increases Westpac's liability or changes any exclusion or limitation of liability, indemnity, warranty disclaimer or other risk allocation under this Agreement.

16. Suspension or termination

Either party may terminate this Agreement or a Service by giving the other party at least 30 days' prior written notice. Termination of a Service does not terminate this Agreement or any other Service unless the notice states otherwise.

16.1 Suspension or termination for cause

- (a) Without limiting Westpac's other rights under this Agreement or at law, Westpac may suspend or terminate a Service, or terminate this Agreement, if:
 - (i) you commit a material breach of this Agreement or another agreement required for your use of the affected Service and:
 - (ii) the breach cannot be remedied; or
 - (iii) you do not remedy the breach within 14 days after Westpac gives you written notice requiring you to do so;
 - (iv) Westpac reasonably believes, on reasonable grounds, that you may be unable to meet your payment obligations under this Agreement and that this creates a material risk of loss to Westpac, except where prohibited by law;
 - (v) Westpac has reasonable grounds to suspect that a person accessing or using a Service on your behalf is not authorised to do so;
 - (vi) Westpac has reasonable grounds to suspect that you have fraudulently processed transactions or knowingly allowed fraudulent transactions to be processed through a Service;
 - (vii) Westpac is required, or reasonably considers it necessary, to do so to comply with applicable law, AML Requirements, an order, instruction or request of a government agency, or an applicable payment system or Card Scheme requirement; or
 - (viii) Westpac reasonably believes that your access to or use of a Service causes, or creates a material risk of, disruption, damage, a security incident or material degradation to a Service or System.
- (b) Where reasonably practicable, Westpac will notify you before taking action under clause 16.1(a). Otherwise, Westpac will notify you as soon as reasonably practicable afterwards, unless prohibited by law, inconsistent with

AML Requirements, or notice could prejudice a fraud, security, regulatory or financial crime investigation.

- (c) Where reasonably practicable, Westpac will limit the action taken under clause 16.1(a) to the affected Service or functionality. If the reason for a suspension can be remedied, Westpac will restore access within a reasonable time after that reason no longer exists.

16.2 Inactivity

Westpac may terminate a Service if you have not used that Service for a continuous period of at least 12 months. Westpac will give you at least 14 days' written notice before doing so. Westpac will not terminate the Service if you contact Westpac within that period and confirm that you still require it.

16.3 Consequences of termination

On termination of this Agreement or a Service:

- (a) Westpac will disconnect your access to the terminated Service or Services and relevant Systems;
- (b) Westpac will cease processing Instructions and transactions for the terminated Service or Services, but may continue to process any settlement, adjustment, return, rejection, reversal, chargeback or other entry arising from an Instruction or transaction submitted before termination;
- (c) you must promptly reconcile your Nominated Accounts, Reports and transaction records and notify Westpac of any discrepancies;
- (d) if that reconciliation identifies a discrepancy or an amount that may be owing by either party, the parties must work together to resolve it and any amount agreed or determined to be properly owing by either party must be paid in accordance with this Agreement; and
- (e) you must stop using and promoting the terminated Service or Services and relevant Systems and, where applicable, notify Payers that they are no longer available through you.

16.4 Accrued rights and survival

Termination of this Agreement or a Service does not affect any accrued right, remedy, liability or obligation of either party. Any provision which by its nature is intended to survive termination continues in force, including provisions concerning fees and amounts payable, confidentiality, intellectual property, privacy, liability, indemnities, set-off, compliance with law, AML Requirements and governing law.

17. Feedback and complaints

17.1 Contacting us.

If you have a complaint or concern about a Service, you may contact Westpac using the details in the "We're here to help" section of these Product Terms. Further information is available on Westpac's website by searching "Feedback and complaints" or by contacting your Relationship Manager or Westpac Representative.

17.2 How we handle complaints.

Westpac will aim to resolve the complaint within 5 Business Days. Where possible, Westpac will resolve the complaint at the first point of contact. If Westpac needs more time, Westpac will let you know and provide updates on progress. If the complaint cannot be resolved at the first point of contact, Westpac may refer it to an appropriate team for review.

17.3 Australian Financial Complaints Authority (AFCA).

If you are not satisfied with Westpac's response, or with how Westpac has handled the complaint, you may contact the Australian Financial Complaints Authority (AFCA).

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

AFCA's contact details are:

- **Online:** www.afca.org.au
- **Email:** info@afca.org.au
- **Phone:** 1800 931 678
- **Post:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

18. Changes to these Product Terms

We may change these Product Terms at any time. We'll let you know if, for any reason, the Product Terms change. Advance notice may not be given where a change is necessitated by an immediate need to restore or maintain the security of our systems, product or service, or where you cannot be reasonably located. Notwithstanding any other provision in these Product Terms, we may give a shorter notice period or no notice if it is reasonable for us to manage a material or immediate risk. You agree that we may notify you of changes as set out in the following table:

Type of change	Timeframe for notice	Method of notice
New fee or increase to a fee relating solely to your use of a Service	30 days in advance	In writing or electronically
Changes increasing your liability for losses relating to transactions	30 days in advance	
A new or varied government charge that directly or indirectly affects you	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been published by a government agency, government or representative body	
Any other change to a term or condition that is required to be in these Product Terms.	As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect.	

Advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts or facilities or where you cannot reasonably be located. This includes suspension or limiting your access to any of the Services. We can also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

19. Notices

(a) Unless otherwise specified in these Product Terms, we may give you notices in relation to this Agreement:

- (i) by post to your nominated address;
 - (ii) electronically, including to your nominated email address or phone number; or
 - (iii) by publishing the notice on our website or on any online platform you use to access a Service and directing you to that notice.
- (b) Where we provide a notice electronically, we will provide it in a format that you can readily retrieve and retain, for example by printing or saving it.
- (c) A notice we give you is taken to be received:
- (i) if sent by email, including where the email specifies an external address for accessing information, when the email enters the email server associated with your email address;
 - (ii) if sent by SMS, 3 hours after we send it;
 - (iii) if published on our website or on an online platform you use to access a Service, 3 Business Days after the later of publication and the date we send you a direction to that notice; or
 - (iv) if sent by post, 6 Business Days after posting.
- (d) A notice we are required to give you, including a notice about changes to this Agreement, may be given to any person you have authorised to receive notices. Any notice given to that person is taken to have been received by you.
- (e) You may give us a notice under this Agreement by post or email to your Westpac representative, or by contacting us using the details in the We're here to help section of these Product Terms.

20. Change to your details

- (a) You must notify Westpac promptly of any change to information you have provided to Westpac, or any change to your details or circumstances that may affect this Agreement, a Service or Westpac's ability to provide a Service, including any change to:
- (i) your name, legal entity name or other identifiers, including any Direct Entry user preferred specification name, user ID, merchant ID, PayID, Biller PayID or similar identifier;
 - (ii) your legal status, structure or capacity, including any change of trustee, partnership, office holders, ownership or control;
 - (iii) your authorised representatives, account signatories, authorised users, administrators or other persons authorised to access or use a Service;
 - (iv) your address, email address, phone number or other contact details, including operational, technical, security and escalation contacts;
 - (v) any licence, authorisation, registration or regulatory status relevant to your use of a Service; or
 - (vi) any insolvency or analogous event, including bankruptcy, deregistration, winding up, dissolution, administration, receivership or liquidation.
- (b) We may require you to provide supporting information or evidence of any change.
- (c) If a change requires implementation by Westpac, including a change to an account, identifier, authorised user,

technical configuration or Service setup, you must give us at least 3 Business Days' prior written notice.

- (d) To the extent permitted by law, we are not responsible for any loss, delay, error, failed transaction or misdirected payment to the extent caused by:
 - (i) your failure to notify us of a change;
 - (ii) your failure to provide adequate prior notice of a change; or
 - (iii) any incorrect, incomplete or out-of-date details provided by you.

21. Goods and services tax

- (a) Unless otherwise expressly stated in this Agreement, the amounts payable to Westpac under this Agreement do not include any GST.
- (b) To the extent that anything done or to be done by Westpac under or in connection with this Agreement constitutes a taxable supply for the purposes of any GST legislation, the amounts expressed in this Agreement as payable or to be provided in relation to that supply will, unless specifically expressed to include GST, automatically increase to include an additional amount on account of GST. That additional 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 Westpac to you. If the GST rate changes, any amount expressed in this Agreement to include GST will change accordingly.
- (c) 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 Westpac 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 Westpac repaying to you the amount of the overpayment or by you paying to Westpac the amount of the underpayment, as the case may be.

22. Confidentiality

- (a) Subject to this clause, the parties will treat as confidential and will not disclose any Confidential Information which comes into their possession under or in connection with this Agreement.
- (b) The obligation of confidentiality in clause 22(a) will not apply to any Confidential Information where the Confidential Information:
 - (i) is disclosed with the consent of the party who supplied the Confidential Information, such consent not to be unreasonably withheld;
 - (ii) is or comes lawfully into the public domain;
 - (iii) is required to be disclosed by any legislation or legal process;
 - (iv) is disclosed to the operator of an External System, to the extent necessary to give effect to a party's obligations or exercise its rights under this Agreement, including to comply with scheme rules or for reporting purposes; or
 - (v) is disclosed to a party's Related Body Corporate, officers, employees, contractors, agents, legal or financial advisers or auditors, whether in Australia or overseas, to the extent reasonably necessary for the purposes of performing its obligations or exercising its rights under this Agreement, provided that the disclosing party ensures that such persons are subject to obligations of confidentiality or are otherwise bound by professional or statutory duties of confidentiality.
- (c) Where the CPS 230 provisions apply:

- (i) Westpac will, on your reasonable written request, provide reasonable cooperation to assist with your CPS 230-related information requirements for the relevant Service. If APRA or another regulator with lawful authority over you requests access to information, documents, data, premises, systems or personnel concerning your use of the Service, you must promptly notify Westpac. Westpac will provide reasonable cooperation to the extent the request is directly relevant to the Service and Westpac is legally and operationally able to comply, and will not knowingly impede APRA in exercising its prudential supervision functions concerning your use of the Service. Any access is subject to reasonable confidentiality, privacy, legal privilege, information security, operational resilience, financial crime, regulatory, customer and third-party confidentiality controls. Nothing in this clause gives APRA, another regulator or any third party a right under this Agreement.
 - (ii) Westpac will not disclose a regulator's request to a third party except with your consent, as required or permitted by law or regulation, or as reasonably necessary to respond to the request or obtain advice or support. Before you disclose Westpac Confidential Information to a regulator, you must notify Westpac unless prohibited by law, and must ensure the information is used only for the purpose for which it is disclosed and kept confidential.
 - (iii) Westpac may provide records evidencing that it maintains, implements, manages and monitors an information security management system aligned with industry best practice, covering technical, operational, physical, network, logical access, change and incident management, computer operations, business continuity, communications and personnel security measures, including safeguards against destruction, loss, misuse, unauthorised access, interference, modification or disclosure of customer data, and measures to identify, assess, manage and report technology risks, and that it regularly undertakes penetration testing demonstrating the integrity and efficacy of its data security. You will not have access to Westpac's premises or systems. Any records access will be supervised by Westpac, limited to records relevant to your use of the Service, exclude records relating to another customer, and be subject to the controls in this clause. You may take a summary only with Westpac's prior agreement and only to the extent reasonably required to evidence your compliance to APRA or another regulator with lawful authority over you.
 - (iv) You may use information provided by Westpac under the CPS 230 provisions only for your CPS 230 compliance and disclose it only to your officers, employees, professional advisers and auditors who need it for that purpose, to APRA or another regulator with lawful authority over you where required by law or regulatory requirement, or with Westpac's prior written consent. You must ensure that each recipient keeps the information confidential and uses it only for the purpose for which it was disclosed.
- (d) Nothing in this clause permits a party to disclose information where that disclosure would breach any applicable privacy law, banking secrecy obligation or other law.
 - (e) This clause 22 continues after termination of this Agreement.

23. Intellectual property

- (a) Each party retains ownership of all Intellectual Property Rights it owned before entering into this Agreement or develops independently of this Agreement.
- (b) Nothing in this Agreement transfers any Intellectual Property Rights between the parties except as expressly stated in this Agreement.
- (c) All Intellectual Property Rights arising directly or indirectly from Westpac's performance of its obligations under this Agreement, or from any modification or change made by Westpac to technology relating to a Service or System, other than an External System, vest in Westpac upon creation.

24. Privacy

- (a) 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 calling us through your Relationship Manager or Westpac Representative. Our Privacy Statement

also provides information about how you can access and correct your personal information and make a complaint. 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.

- (b) 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.

25. Privacy Obligations

- (a) This section applies if personal information, including personal information of any staff or authorised users of a Service, is provided to Westpac by you or on your behalf, or collected directly by Westpac in relation to any Service (**Services PI**).
- (b) With respect to Services PI, in addition to complying with your own obligations under the Privacy Act 1988 (Cth), you must:
 - (i) 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 Relationship Manager or Westpac Representative; and
 - (ii) with respect to any incident or data breach involving Services PI:
 - A. immediately notify Westpac in writing through your Relationship Manager or Westpac Representative; 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.
- (c) 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. If you engage in activities in a jurisdiction other than Australia, you must also comply with the applicable privacy laws in that jurisdiction.

26. External service providers

- (a) Westpac may subcontract any of its rights or obligations under this Agreement to another person in Australia or overseas. Westpac will remain responsible for the performance of any subcontracted obligations and for the acts and omissions of each subcontractor, sub-subcontractor or Fourth Party in performing those obligations as if they were the acts or omissions of Westpac.
- (b) Westpac may disclose or share with any such person any information you provide to Westpac, to the extent reasonably necessary for that person to perform the subcontracted rights or obligations. Where that information includes personal information, the Westpac Privacy Statement contains details of the countries in which overseas recipients are likely to be located, where practicable. The Westpac Privacy Statement is available at westpac.com.au/privacy/privacy-statement and may be updated from time to time.
- (c) Any disclosure by Westpac of Confidential Information under this clause is subject to clause 22 (Confidentiality).
- (d) Where the CPS 230 provisions apply, Westpac will take reasonable steps to manage risks arising from its reliance on Fourth Parties by reviewing and monitoring their financial position, operating performance and risk

management, requiring prompt reporting to Westpac of incidents and risk management systems, and appropriately addressing relevant dependencies or updates to Westpac's risk management frameworks. On your reasonable written request, Westpac may provide information about relevant Fourth Party dependencies where it considers appropriate and is legally, operationally and contractually able to do so.

27. The Banking Code of Practice

- (a) Westpac has adopted the Banking Code of Practice (Banking Code). The Banking Code sets out standards of practice and service for banks when dealing with certain customers.
- (b) If Westpac provides you with a **Banking Service** and you are an individual or a **Small Business**, as defined in the Banking Code, the relevant provisions of the Banking Code apply to that Banking Service and prevail to the extent of any inconsistency with this Agreement.
- (c) You can obtain a copy of the Banking Code from Westpac's website or any Westpac branch. You may contact Westpac if you would like to discuss whether the Banking Code applies to you or a Service.
- (d) Westpac recommends that you:
 - (i) inform Westpac promptly if you are experiencing financial difficulty; and
 - (ii) carefully read the terms and conditions applying to each Banking Service.

28. Anti-Money Laundering and Counter-Terrorism Financing

28.1 When we may delay or refuse transactions

- (a) In some circumstances, including where Westpac considers it reasonably necessary to meet its regulatory and compliance obligations, including obligations relating to the AML Requirements, or to manage associated risk, Westpac may, without giving you notice:
 - (i) delay, block, freeze, refuse or return a transaction, Payment or Instruction; or
 - (ii) suspend or restrict your access to or use of a Service.
- (b) Examples of when Westpac may take these measures include where Westpac has reasonable grounds to believe that:
 - (i) a transaction, Payment or Instruction may breach Australian law or sanctions, or the law or sanctions of another country;
 - (ii) a transaction or Payment involves a payment to, from or through a Sanctioned Jurisdiction;
 - (iii) an account or Service is being used in a manner Westpac reasonably considers unsatisfactory, fraudulently or in a way that might cause you or Westpac or another person to lose money; or
 - (iv) you do not provide Westpac with any document or information Westpac reasonably requests.
- (c) Westpac may take these measures for as long as it reasonably considers necessary. Westpac and its correspondents are not liable for any loss you suffer, including consequential loss, in connection with Westpac taking these measures.

28.2 Your undertakings

- (a) You provide Westpac with the following undertakings and indemnify Westpac against any loss arising from your breach of these undertakings:

- (i) you must not initiate, engage in or effect a transaction, Payment or Instruction that may breach Australian law or sanctions, or the law or sanctions of another country, or that involves a payment to, from or through a Sanctioned Jurisdiction;
- (ii) the underlying activity for which any Service is being provided does not breach any Australian law or sanctions, or the law or sanctions of another country; and
- (iii) you will not access or use a Service in a Sanctioned Jurisdiction.

28.3 Identification and information requirements

- (a) You acknowledge that:
 - (i) Westpac may be required to identify you, your authorised representatives, authorised users and any person authorised to give Instructions before providing a Service or processing a transaction, Payment or Instruction;
 - (ii) if any relevant person does not satisfy Westpac's identification requirements, Westpac may refuse to provide, suspend, restrict or terminate a Service until those requirements are satisfied;
 - (iii) Westpac may require additional information from you to assist it to comply with its regulatory and compliance obligations or to manage associated risk;
 - (iv) acting reasonably, Westpac may suspend or remove the authority of any person authorised to access or use a Service if Westpac considers that continuing that person's authority may cause loss to you, Westpac or another person, or expose Westpac to legal, regulatory, fraud or security risk; and
 - (v) Westpac may monitor transactions, Payments, Instructions and use of the Services and, where legally permitted, disclose information or report activity to regulatory or law-enforcement agencies, other banks, other members of the Westpac Group, service providers or other third parties.

29. Electronic Instructions

- (a) An Instruction, confirmation or other information in connection with this Agreement may be sent by Electronic Communication, in the format and by the means agreed between you and Westpac.
- (b) If an Electronic Communication appears on its face to be genuine, Westpac has no obligation to verify its authenticity or accuracy unless Westpac knows or has reasonable grounds to believe that the Electronic Communication is not authentic or inaccurate.
- (c) Westpac may, in its reasonable discretion, defer acting on the whole or any part of any Instruction provided by Electronic Communication pending further enquiry or confirmation from you.

30. Waiver

- (a) 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. A waiver is only effective if it is in writing.
- (b) Westpac may elect not to charge a fee, or other amount payable, under this Agreement. Any failure by Westpac to charge a fee or other amount payable does not constitute a waiver of that fee or amount, or Westpac's right to charge or recover that fee or amount.

31. Severability

If any part of this Agreement is void, voidable, unenforceable, illegal or invalid, then that part of this Agreement is severed

from this Agreement and the remainder of this Agreement continues in effect.

32. Set-off

- (a) To the extent permitted by law, Westpac may at any time and without prior notice set-off any amount you owe us against any amount we owe you. Westpac may also combine or consolidate any accounts you hold with us (whether or not matured and whether or not denominated in different currencies) to satisfy any amount you owe us. If we combine or consolidate accounts, we will notify you promptly. We may convert currencies using our usual procedures set out on our website.
- (b) You must not set-off any amounts we owe you against amounts you owe us.

33. Transfer of Rights and Obligations

- (a) You may not assign, novate or otherwise transfer any of your rights or obligations under this Agreement without Westpac's prior written consent, which consent shall not be unreasonably withheld.
- (b) Westpac may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without your prior consent. Westpac may disclose information about you relevant to those rights or obligations for that purpose.

34. Governing law

This Agreement is governed by the laws of New South Wales, Australia and the parties accept the non-exclusive jurisdiction of the courts having jurisdiction there.

SECTION B Terms and Conditions that apply to specific Services

35. QuickStream REST API Service

This clause sets out the additional terms and conditions that apply to the QuickStream REST API Service.

35.1 Website Requirements

You must ensure that any material on the Website does not contain, comprise or involve anything that:

- (a) breaches the Intellectual Property Rights or privacy of any person;
- (b) breaches any law;
- (c) is defamatory, libellous, threatening or constitutes harassment;
- (d) is obscene or indecent; or
- (e) contains any viruses, Trojan horses, worms or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information.

35.2 Apple Pay

If you have nominated the Apple Pay option, you acknowledge and agree that:

- (a) you must accept and agree to the Apple Pay Terms and Conditions before Westpac will make Apple Pay available as a payment method through the QuickStream REST API Service;
- (b) your use of Apple Pay through the QuickStream REST API Service is governed by this Agreement and the Apple Pay Terms and Conditions (including as amended or updated from time to time);
- (c) you must comply with the “Apple Pay Web Guidelines”, “Apple Pay HI Guidelines”, “Apple Pay Best Practices Guide” and “Apple Marketing Guidelines” as published and amended by Apple from time to time;
- (d) you must notify Westpac immediately (and no later than 12 hours) after becoming aware of:
 - (i) any breach or potential breach of the Apple Pay Terms and Conditions; or
 - (ii) Excessive Fraud Rates;
- (e) you must use best efforts to ensure that any matter notified under clause 35.2(d) above is investigated, remediated and mitigated as soon as possible. At Westpac’s reasonable request, you must work in good faith with Westpac to

conduct periodic security reviews of your fraud systems and policies;

- (f) subject to clause 16, Westpac may, acting reasonably, disable your access to or use of Apple Pay, including where you have breached or remain in breach of the Apple Pay Terms and Conditions or continue to incur Excessive Fraud Rates;
- (g) when using Apple Pay, you must not, in the course of using the Apple Pay platform, misrepresent, make false claims, mislead or engage in any unfair or deceptive conduct in connection with the promotion or sale of goods or services; and
- (h) Westpac may provide Apple with information about your use of Apple Pay in reports required by Apple (Apple Pay Reports). You consent to Westpac including information about you and your use of Apple Pay in the Apple Pay Reports, providing those reports to Apple, and Westpac and Apple using that information to provide and improve Apple Pay and the related user experience.

35.3 Google Pay

If you have nominated the Google Pay option, you acknowledge and agree that:

- (a) you must accept and agree to the Google Pay Terms and Conditions before Westpac will make Google Pay available as a payment method through the QuickStream REST API Service;
- (b) your use of Google Pay through the QuickStream REST API Service is governed by this Agreement and the Google Pay Terms and Conditions (including as amended or updated from time to time);
- (c) you must comply with the “Google Pay APIs Acceptable Use Guidelines” and the “Google Pay API Brand Guidelines”, as published and amended by Google from time to time;
- (d) you must notify Westpac immediately, and no later than 12 hours, after becoming aware of:
 - (i) any breach or potential breach of the Google Pay Terms and Conditions; or
 - (ii) any actual or reasonably foreseeable unauthorised loss, destruction, disclosure of, or access to, Personal Information, Transaction Information or Confidential Information for which you are responsible;
- (e) you must use best efforts to ensure that any matter notified under clause 35.3(d) above is investigated, remediated and mitigated as soon as possible;
- (f) subject to clause 16, Westpac may, acting reasonably, disable your access to or use of Google Pay, including where you have breached or remain in breach of the Google Pay Terms and Conditions;
- (g) when using Google Pay, you must not, in the course of using the Google Pay platform, misrepresent, make false claims, mislead or engage in any unfair or deceptive conduct in connection with the promotion or sale of goods or services; and
- (h) Westpac may provide Google with information about your use of Google Pay in reports required by Google (Google Pay Reports). You consent to Westpac including information about you and your use of Google Pay in the Google Pay Reports, providing those reports to Google, and Westpac and Google using that information to provide and improve Google Pay and the related user experience.

35.4 FraudGuard and 3-D Secure

If you have nominated FraudGuard or 3-D Secure, you acknowledge and agree that:

- (a) you may enable and use 3-D Secure and/or FraudGuard with the QuickStream REST API Service;

- (b) Westpac will not provide 3-D Secure or FraudGuard unless you nominate the relevant feature and continue to pay any applicable fee; and
- (c) while 3-D Secure and FraudGuard may reduce unauthorised and fraudulent transactions, these features may not eliminate all unauthorised and fraudulent transactions. You remain responsible for using your own judgment before supplying goods or services in connection with a payment processed using the relevant feature.

35.5 Merchant Choice Routing Online

If you have nominated the Merchant Choice Routing Online option for the QuickStream REST API Service, clause 5.6 applies to your use of that option.

35.6 PayTo

- (a) If you have nominated PayTo, the PayTo Biller Terms and Conditions apply to your use of PayTo and form part of this Agreement. If there is any inconsistency between these Product Terms and the PayTo Biller Terms and Conditions in relation to PayTo, the PayTo Biller Terms and Conditions prevail to the extent of the inconsistency.
- (b) PayTo allows:
 - (i) the creation, amendment and sending of an NPP Payment under an Authorised PayTo Payment Agreement;
 - (ii) Authorised PayTo Payment Agreement(s) to be authorised by the End Customer and stored in the Mandate Management Service;
 - (iii) NPP Payments initiated by a PayTo User to be settled in real time in accordance with NPP Procedures and/or Regulations;
 - (iv) NPP Payment data to be used to identify the maximum matched refund amount for an NPP Transaction processed through QuickStream; and
 - (v) NPP Payments can be requested and processed on an ad-hoc or recurring basis in accordance with any Authorised PayTo Payment Agreement.
- (c) Subject to clause 16, Westpac may suspend or terminate your use of PayTo if you fail to comply with the PayTo Biller Terms and Conditions.

35.7 PayID Biller

- (a) If you have nominated PayID Biller, the PayID Biller Terms and Conditions apply to your use of PayID and form part of this Agreement. If there is any inconsistency between these Product Terms and the PayID Biller Terms and Conditions in relation to PayID, the PayID Biller Terms and Conditions prevail to the extent of the inconsistency.
- (b) PayID Biller allows:
 - (i) the registration and deregistration of Single Use and Recurring Biller PayIDs and receipt of NPP Payments to Biller PayIDs;
 - (ii) NPP Payments initiated by a Payer to be settled in real time in accordance with NPP Procedures and Regulations; and
 - (iii) NPP Payment data to be used to identify the maximum matched refund amount for an NPP Transaction processed through QuickStream.
- (c) Subject to clause 16, Westpac may suspend or terminate your use of PayID Biller if you fail to comply with the PayID Biller Terms and Conditions.

35.8 Subscription notifications

If you have nominated the Subscription notifications option, you agree that:

- (a) the Service may send subscription notifications through Webhooks;
- (b) each Webhook is scoped to the application for which it is registered;
- (c) a Webhook may notify you of events that are or are not associated with a payment flow, depending on the subscription type; and
- (d) you may modify your Webhook subscription settings using the functionality Westpac makes available.

35.9 Software Development Kit

You acknowledge and agree that any access to, downloading, installation or use of any Software Development Kit (SDK) provided by Westpac in connection with the QuickStream REST API Service constitutes your agreement to be bound by, and comply with, the Westpac SDK Terms and Conditions (SDK Terms). The SDK Terms are set out in Schedule 2 to these Terms and Conditions and form part of this Agreement. You must not access, download, install or use the SDK unless you agree to be bound by the SDK Terms.

35.10 Scheme Tokenisation

- (a) If you have nominated the Scheme Tokenisation option for one or more Card Schemes, then you agree that:
 - (i) each party's liability to the other party for any claim arising out of, or in connection with, Scheme Tokenisation, other than liability covered by clause 16.5 (System malfunction), is limited to proven direct loss not exceeding US\$100,000 in aggregate; and
 - (ii) for the avoidance of doubt, this clause does not apply to liability covered by clause 16.5 (System malfunction).
- (b) Westpac may replace Scheme Tokens with PANs.

36. QuickGateway Service

This clause sets out the additional terms and conditions that apply to the QuickGateway Service.

36.1 FraudGuard

If you have nominated FraudGuard for the QuickGateway Service, clause 35.4 applies to your use of that option.

36.2 Merchant Choice Routing Online

If you have nominated Merchant Choice Routing Online for the QuickGateway Service, clause 5.6 applies to your use of that option.

36.3 QuickVault

If you have nominated QuickVault for the QuickGateway Service, clause 15 applies to your use of that option.

37. QuickTerminal Service

This clause sets out the additional terms and conditions that apply to the QuickTerminal Service.

37.1 Open Items File

- (a) You may nominate the Open Items File option. If that option is enabled, any amount owing by a Payer recorded on the currently available Open Items File will be displayed to you when the Payer's reference number is entered into the System. You may then select whether payment of that amount is required in full or in part.

- (b) You authorise Westpac or its service provider to access and use the Open Items File for payment matching under this Agreement. You must ensure that access to and use of the Open Items File does not breach any privacy or confidentiality obligation, applicable law or applicable industry standard.

37.2 Merchant Choice Routing Online

If you have nominated the Merchant Choice Routing Online option for the QuickTerminal Service, clause 5.6 applies to your use of that option.

38. QuickVoice Service

This clause sets out the additional terms and conditions that apply to the QuickVoice Service.

- (a) You authorise Westpac to host, or arrange for its service provider to host, the required IVR System for you subject to this Agreement and the arrangements agreed between you and Westpac from time to time. As host, Westpac or its service provider will act as an independent contractor and not as your agent, partner or employee. You agree that the IVR System will only be used for the collection and processing of Instructions as set out in this Agreement and not for any other purpose without Westpac's prior written consent.
- (b) Except to the extent otherwise agreed, the IVR System will operate using a recorded or digitally generated voice to which a Payer may respond by pressing keys on a digital telephone. The IVR System will be located on a computer system controlled by Westpac or its service provider which may also be used for other purposes. Subject to this Agreement and any contrary arrangement agreed between Westpac and you, the IVR System is intended to be accessible twenty four hours a day and seven days a week to third parties by dialling a telephone number arranged in accordance with the arrangements agreed between you and Westpac. It is intended that the IVR System will be scripted so that it appears and operates as if the Payer were calling you directly.
- (c) If you have nominated the "enable matching from Open Items File" option and a Payer accessing the IVR System complies with the relevant security requirements agreed between you and Westpac, Westpac will:
 - (i) arrange for the IVR System to disclose the amount owing to you by that Payer, as derived from the Open Items File then available to Westpac and based on the Payer reference number entered; and
 - (ii) give the Payer the option of paying that amount or another amount.
- (d) If agreed with you, Westpac may also disclose any other information agreed between you and Westpac.
- (e) You acknowledge that Westpac will have no prior knowledge of the content of any Open Items File or its application to, or intended use by, the person to whom any part of it is disclosed. Except to the extent agreed between you and Westpac, Westpac is not required to monitor the Open Items File or determine whether information in it should be disclosed, provided that Westpac acts in accordance with this Agreement and the security requirements and other arrangements agreed between you and Westpac. You must ensure that you are authorised to provide the information in each Open Items File to Westpac and to have that information disclosed through the IVR System, and that its provision, use and disclosure do not breach any privacy or confidentiality obligation, applicable law or applicable industry standard.
- (f) You acknowledge that the IVR System is hosted by Westpac or its service provider for you as part of the QuickVoice Service. An instruction entered by a Payer through the IVR System is given by the Payer to you. You authorise Westpac or its service provider to transmit that instruction to Westpac for processing in accordance with this Agreement. An instruction transmitted in accordance with this clause is an Instruction for the purposes of this Agreement.

39. QuickWeb Service

39.1 Website Hosting

This clause sets out the additional terms and conditions that apply to the QuickWeb Service.

- (a) Authority to Host
- (i) You authorise Westpac to host, or arrange for its service provider to host, the required Website for you, subject to this Agreement and the arrangements agreed between you and Westpac from time to time. As host, Westpac or its service provider will act as an independent contractor and not as your agent, partner or employee.
 - (ii) You agree that the Website will only be used for the collection and processing of Instructions as set out in this Agreement and not for any other purpose without Westpac's prior written consent.
- (b) The Website will be located on a server controlled by Westpac or its service provider, which may also be used for other purposes. Subject to this Agreement and any contrary arrangement agreed between Westpac and you, the Website will be accessible to Payers through the internet by activating a link from your website, or by another access method agreed between you and Westpac, while that access method is available. It is intended that the Website will be designed and maintained so that it appears and operates as part of your website. Westpac will apply the security and authentication controls agreed between you and Westpac.
- (c) If you have nominated enable matching from Open Items Files option and a Payer accessing the Website complies with the relevant security requirements agreed between you and Westpac, Westpac will:
- (i) arrange for the Website to disclose the amount owing to you by that Payer, as derived from the Open Items File then available to Westpac and based on the Payer reference number entered; and
 - (ii) give the Payer the option of paying that amount or another amount.
 - (iii) If agreed with you, Westpac may also disclose information agreed between you and Westpac.
 - (iv) You acknowledge that Westpac will have no prior knowledge of the content of any Open Items File or its application to, or intended use by, the person to whom any part of it is disclosed. Except to the extent agreed between you and Westpac, Westpac is not required to monitor the Open Items File or determine whether information in it should be disclosed, provided that Westpac acts in accordance with this Agreement and the security requirements and other arrangements agreed between you and Westpac. You must ensure that you are authorised to provide the information in each Open Items File to Westpac and to have that information disclosed through the Website, and that its provision, use and disclosure do not breach any privacy or confidentiality obligation, applicable law or applicable industry standard.
- (d) You must ensure that any material on your website does not contain, comprise or involve anything that:
- (i) breaches the Intellectual Property Rights or privacy of any person;
 - (ii) breaches any law;
 - (iii) is defamatory, libellous, threatening or constitutes harassment;
 - (iv) is obscene or indecent; or
 - (v) contains any viruses, Trojan horses, worms or other computer programming routines intended to damage, interfere with, intercept or expropriate any system, data or personal information.
- (e) You acknowledge that the Website is hosted by Westpac or its service provider for you as part of the QuickWeb Service. An instruction entered by a Payer through the Website is given by the Payer to you. You authorise Westpac or its service provider to transmit that instruction to Westpac for processing in accordance with this Agreement. An instruction transmitted in accordance with this clause is an Instruction for the purposes of this Agreement.

39.2 QuickWeb Recurring Transactions

If you have nominated the QuickWeb Recurring Transactions option:

- (a) the Website may allow a Payer to establish a recurring payment to you on a regular basis by Card or direct debit to a bank account;
- (b) each recurring payment will be processed as a Payment under this Agreement using the payment method selected by the Payer;
- (c) if a recurring payment by Direct Debit is scheduled for a day that is not a Business Day, the bank account will be debited on the next Business Day;
- (d) clauses 6 and 7 apply to a recurring payment processed by Direct Debit;
- (e) you must advise the Payer to check with the Payer's financial institution whether the Bank Account permits Direct Debits; and
- (f) you must advise the Payer that, if the Payer wishes to change the date, amount or frequency of recurring payments, the Payer must instruct you to arrange that change.

39.3 Fraud Guard and 3-D Secure

If you have nominated FraudGuard or 3-D Secure for the QuickWeb Service, you acknowledge and agree that:

- (a) you may enable and use 3-D Secure and/or FraudGuard with the QuickWeb Service;
- (b) Westpac will not provide 3-D Secure or FraudGuard unless you nominate the relevant feature and continue to pay any applicable fee; and
- (c) while 3-D Secure and FraudGuard may reduce unauthorised and fraudulent transactions, these features may not eliminate all unauthorised and fraudulent transactions. You remain responsible for using your own judgment before supplying goods or services in connection with a payment processed using the relevant feature.

40. QuickBatch Service

This clause sets out the additional terms and conditions that apply to the QuickBatch Service.

40.1 Merchant Choice Routing Online

If you have nominated the Merchant Choice Routing Online option for the QuickBatch Service, clause 5.6 applies to your use of that option.

40.2 PayTo

If you have nominated PayTo for the QuickBatch Service, clause 36.6 applies to your use of PayTo through the QuickBatch Service.

40.3 Subscription notifications

If you have nominated the Subscription notifications option for the QuickBatch Service, clause 35.8 applies to your use of that option.

40.4 Scheme Tokenisation

If you have nominated the Scheme Tokenisation option for the QuickBatch Service, clause 35.10 applies to your use of that option.

Schedule 1 – Service Level Expectations

Westpac agrees in the Product Terms clause “Service Level Expectations” to use reasonable endeavours to achieve the following Service Level Expectations. The Service Level Expectations are subject to clauses 5.4, 5.5, 15 and 16 and do not create guaranteed service levels, service credits, rebates, liquidated damages or any automatic right to terminate.

Part 1 – Operations

QuickStream transaction processing and settlement operational information is available on Westpac’s website, as updated from time to time, at: <https://quickstream.westpac.com.au/docs/general/transaction-settlement/>. That information does not amend this Agreement unless incorporated by a change made under clause 18 or otherwise agreed in writing.

Part 2 – Problem resolution

Westpac’s help desk staff will use reasonable endeavours to update you periodically in accordance with the following table, and Westpac will use reasonable endeavours to work to resolve a problem during its normal Business Hours. All times in this table assume that Westpac and your personnel only work during Westpac’s normal Business Hours and that problem advice and information is provided using the agreed methods of contact. Where you experience issues with its own systems, and its own environment you need to resolve those issues itself, including making a decision about activating business continuity processes or its own disaster recovery solution. Your system issues are not part of Westpac’s categorisation of problem importance. All measures of System performance and time that Westpac might use are taken from Westpac’s Systems.

The response, resolution and update times in the table are targets only and are not guaranteed timeframes.

Priority	Importance	Definitions	Response (in hrs of operation)	Resolution	Update	Method of Contact
P1	Critical	System is down or fails to function. No work around is possible. You have complete loss of service and work cannot reasonably continue; or You experience data loss or corruption; or You are unable to use an essential part of the Service.	1 hour	1 day	2 hours	Telephone 1300 726 370
P2	Major	Selected features are missing or fail to perform. A problem affects the functionality of the system but can be circumvented so that the system can be used.	4 hours	2 days	8 hours	Email
P3	Average	Selected features perform slowly or incorrectly. You can circumvent the problem and use the system with only slight inconvenience.	8 hours	3 days	12 hours	Email As for P2

Priority	Importance	Definitions	Response (in hrs of operation)	Resolution	Update	Method of Contact
P4	Minor	General questions on functionality or training or cosmetic defects. You notes a condition that does not affect the functionality of the System or impede the use of the System in a slow way.	8 hours	4 days	1 day	Email As for P2
P5	Bug	You believes there is a problem with current functionality and it should be investigated as a possible application 'bug'; or You believes an enhancement could be made to existing or new functionality.	8 hours	Will be advised after investigation	5 days	Email As for P2

Schedule 2 – Westpac SDK Terms and Conditions

1. Introduction

- (a) These Westpac SDK Terms and Conditions govern access to and use of the SDK by individuals or organisations who access, download, install or otherwise use the SDK (“**you**” or “**your**”).
- (b) By accessing, downloading, installing or using the SDK, you agree to these Westpac SDK Terms and Conditions as a binding contract between you and us.
- (c) If you do not accept and comply with these Westpac SDK Terms and Conditions, then you must not use the SDK.

2. Interpretation

2.1 Definitions

The following words have these meaning in these Westpac SDK Terms and Conditions unless the contrary intention appears:

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 these Westpac SDK Terms and Conditions.

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

Open Source Software means any software which, as a condition of its use, modification or distribution, requires that such software, any modification to that software or any other software with which such software is combined or distributed be:

- (a) disclosed or distributed in source code or object code form;
- (b) licensed for the purposes of making modifications; or
- (c) redistributable,

to any third parties.

Product Terms means the QuickStream Product Terms & Conditions, including the schedules.

QuickStream means the Westpac QuickStream Services, as described in the Product Terms.

SDK means the software development kit to be used in connection with QuickStream which is made available by us at [\[https://www.npmjs.com/\]](https://www.npmjs.com/).

System means 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 the SDK and includes elements and systems owned or operated by others but which are utilised by Westpac or to which Westpac provides access for you to enable the provision of the SDK.

Transaction means any transaction which involves the transfer of funds between you and a client of yours using the SDK and/or QuickStream.

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

2.2 Interpretation

- (a) These Westpac SDK Terms and Conditions are to be read with the Product Terms.

- (b) If there is any inconsistency in or between these Westpac SDK Terms and Conditions and the Product Terms, to the extent that the inconsistency has arisen from the use of the SDK, these Westpac SDK Terms and Conditions will prevail to the extent of the inconsistency.

2. Term

- (a) These Westpac SDK Terms and Conditions begin when you first access, download, install or otherwise use the SDK and continue until the earlier of:
 - (i) all of the Product Terms that you are a party to:
 - a. expire; or
 - b. are terminated;
 - (ii) you cease using the SDK; or
 - (iii) these Westpac SDK Terms and Conditions are terminated under clause 1.10.

3. Access and use

- (a) For the term of these Westpac SDK Terms and Conditions, we grant you a non-exclusive, non-transferable, royalty-free and revocable licence to:
 - (i) install, operate and use the SDK for the sole purpose of using QuickStream in accordance with the Product Terms; and
 - (ii) make necessary copies of the SDK for back-up, disaster recovery and security purposes only.
- (b) You must not, and must not enable or allow any third party to:
 - (i) use the SDK in any way or for any purpose other than as specifically contemplated by these Westpac SDK Terms and Conditions;
 - (ii) use the SDK for any illegal, inappropriate or improper purpose;
 - (iii) sell, distribute, sublicense or otherwise transfer all or any part of the SDK to any other person;
 - (iv) attempt to disassemble, decompile or otherwise reverse engineer the SDK (or any part of it);
 - (v) alter, change, remove or obscure any notices or other indications (including copyright notices) as to the ownership of the SDK;
 - (vi) attempt to circumvent or break any encryption, decryption or other security device or technology measure contained in the SDK that controls access to or use of the SDK;
 - (vii) attempt to interfere with, disrupt, tamper with or hinder the operation of the SDK; and
 - (viii) introduce any harmful code, virus, or other computer program that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, exfiltration, destruction or corruption of information or data to the System as part of your access to the SDK.
- (c) You acknowledge and agree that:
 - (ix) the SDK may only be used in conjunction with the React Native software framework;
 - (x) the SDK is provided on a free of charge basis;

- (xi) unless otherwise agreed in writing by us, you are solely responsible for providing, supporting and maintaining (at your own cost) all work, hardware, equipment, software, internet access and any other thing necessary to access and use the SDK;
- (xii) we do not control the transfer of data over the internet and that access to the SDK and its underlying functionality (for example, connectivity to the QuickStream application programming interface) may be subject to limitations, delays and other problems inherent in the use of the internet;
- (xiii) the SDK is provided by us “as-is” and you use the SDK entirely at your own risk;
- (xiv) we have no responsibility for:
 - a. your use or misuse of the SDK; and
 - b. any loss, corruption, interception or delay of information or data uploaded, downloaded, hosted or otherwise communicated using the SDK; and
- (xv) we may monitor your use of the SDK by collecting certain information, including your device information and IP address.

4. Intellectual property

We are the owner or licensee of all Intellectual Property Rights subsisting in the SDK. Nothing in these Westpac SDK Terms and Conditions assigns or transfers ownership of those Intellectual Property Rights.

5. Open source

- (a) You acknowledge and agree that:
 - (i) the SDK may contain, or require you to gain access to, certain Open Source Software in order for the SDK to function as intended;
 - (ii) any such Open Source Software is licensed under the license terms for that Open Source Software; and
 - (iii) it is your sole responsibility to:
 - a. obtain access to Open Source Software; and
 - b. correctly reference that Open Source Software in the SDK as required by that Open Source Software’s license terms,
 to the extent required for the SDK to function as intended.
- (b) The details of any Open Source Software contained in, or required to use, the SDK are identified in the readme.md file which is included with the SDK.

6. Updates

- (a) We may from time to time add, supplement, remove, update or otherwise modify features of the SDK and may, in our sole discretion, provide such updates to you, but we are under no obligation to do so.
- (b) The provision by us to you of such updates, enhancements and/or modifications to the SDK is subject to all conditions of these Westpac SDK Terms and Conditions, including, but not limited to, the restrictions on your use of the SDK.
- (c) You acknowledge and agree that you are solely responsible for:
 - (i) ensuring that you are using the most up to date version of the SDK; and

- (ii) any additional integration or development costs which are required to enable you to access and use a version of the SDK modified under clause 1.6(a).

7. Exclusions

- (a) To the fullest extent permitted by Law, we exclude all warranties, representations, implied terms and guarantees not expressly stated in these Westpac SDK Terms and Conditions, including any warranty or representation that the SDK will be:
 - (i) fit for any particular purpose;
 - (ii) free of any viruses or disruptive code; or
 - (iii) error-free or its availability will be uninterrupted.

8. Liability

- (a) 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.
- (b) You acknowledge that our liability for breach of any condition, right, guarantee or warranty that cannot be excluded from these Westpac SDK Terms and Conditions by Law is limited to, at our reasonable discretion, either the re-supply of the supplied services or the cost of having those services provided again.
- (c) Subject to this clause 1.8, to the maximum extent permitted by Law, our total maximum aggregate liability to you for any loss or damage you incur in connection with these Westpac SDK Terms and Conditions or your use of the SDK is limited to the lesser of:
 - (i) the total amount that we have charged you for your use of QuickStream to the extent the liability arises from your use of the SDK with QuickStream; and
 - (ii) \$500.
- (d) Notwithstanding clause 1.8(c), to the extent permitted by Law, we will not be liable to you or persons claiming through you for:
 - (i) loss of business, profits or income whether actual or anticipated; and
 - (ii) any disruption caused by:
 - a. a malfunction of the SDK; or
 - b. any period when the SDK is unavailable.

9. Suspension

- (a) We may suspend your access to the SDK without notice to you if we:
 - (i) reasonably consider that we could suffer a loss as a result of your continued access to the SDK;
 - (ii) reasonably consider that we could be subject to fraud if we continue to provide you with access to the SDK;
 - (iii) have reasonable grounds to suspect fraudulent activity in relation to the SDK;
 - (iv) are unable to contact you to discuss a material matter relating to your use of the SDK; or
 - (v) have reasonable grounds to suspect that you are not using the most up to date version of the SDK that we have made available.

- (b) We will inform you as soon as practicable after we suspend your access to the SDK under this clause.
- (c) Whilst your access to SDK is suspended, you must not:
 - (i) use the SDK in any way; and
 - (ii) submit Transactions for processing using QuickStream and we will not process any Transactions you do submit.
- (d) Whilst we will use all reasonable endeavours to act promptly to restore access to the SDK when we are reasonably satisfied that the cause of the suspension no longer exists, you acknowledge and agree that we will not be liable or responsible to you in any way if there is any reasonable delay in restoring access to the SDK when a suspension has been lifted.

10. Termination

- (a) We may at any time and in our absolute discretion, by not less than 30 days' prior notice to you terminate these Westpac SDK Terms and Conditions.
- (b) You may terminate these Westpac SDK Terms and Conditions immediately by ceasing your use of the SDK.
- (c) Either party may terminate these Westpac SDK Terms and Conditions immediately by giving written notice to the other party if the other party:
 - (i) breaches a material provision of these Westpac SDK Terms and Conditions and fails to remedy it within 7 days of receiving a notice from the party not in breach detailing the breach and requesting that it be rectified;
 - (ii) breaches a material provision of these Westpac SDK Terms and Conditions which is incapable of remedy; or
 - (iii) enters or threatens to enter into bankruptcy, liquidation or other type of insolvency, administration, management or receivership, or ceases or threatens to cease to conduct business to properly give effect to these Westpac SDK Terms and Conditions.
- (d) Your licence to access and use the SDK immediately ceases on the termination or expiry of these Westpac SDK Terms and Conditions.