

PayID

Terms and Conditions.

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Issuer

Westpac Banking Corporation ABN 33 007 457 141 Australian Financial Services
Licence No. 233714 and Australian credit licence 233714.



Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register by visiting infrastructure.gov.au/national-relay-service

Visit westpac.com.au/web-accessibility for further information on our accessible products and services for people with disability.

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Background

- (a) A PayID® is a unique identifier that can be used to receive and make payments by linking the identifier to an eligible account.
- (b) You either:
 - (i) wish to engage Westpac Banking Corporation (Westpac) to create and maintain a PayID on your behalf; or
 - (ii) wish to continue using a PayID you previously registered using Online Banking but have since deregistered your Online Banking profile.
- (c) Westpac has agreed to create and maintain a PayID for you, subject to the below terms and conditions.

1. Definitions and interpretations

1.1 Definitions.

New Payments Platform or NPP means the payments infrastructure that facilitates real-time, data-rich payments (including payments to PayIDs).

NPP Australia Limited means the company registered under ABN 68 601 428 737 that is responsible for the governance of the New Payments Platform.

Online Banking means Westpac Live Online Banking, the online banking service registered in the name of an individual or business to manage their banking online. Online Banking is governed by separate terms and conditions located at westpac.com.au.

PayID means a unique identifier that can be used to receive and make payments from accounts held with participating financial institutions.

PayID Requirements means the requirements set out in the NPP contractual framework governed by NPP Australia Limited to which Westpac is a party.

Pricing Agreement means the pricing sheet provided to you by Westpac containing PayID fees and charges, as amended in writing or as supplemented from time to time setting out the fees payable by you to Westpac for services supplied by Westpac.

1.2 Interpretation.

- (a) All headings in these terms and conditions have been inserted for the purpose of ease of reference only. They do not affect the meaning or interpretation of it.
- (b) In these terms and conditions unless the contrary intention appears:
 - (i) a reference to these terms and conditions includes any variation or replacements;
 - (ii) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them;
 - (iii) the singular includes the plural and vice versa;
 - (iv) a reference to any one gender includes the other gender (as the case may require);
 - (v) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
 - (vi) a reference to a person includes a reference to the person's employees, agents, administrators, successors, legal personal representatives, and permitted assigns;
 - (vii) an acceptance of these terms and conditions on the part of, or in favour of, two or more persons binds or is for the benefit of them or any one or more of them jointly and severally;
 - (viii) a reference to a party means a person who is named as a party to, and is bound to observe the provisions of these terms and conditions;
 - (ix) a reference to any time is Sydney time.

2. The service

2.1 PayID service.

- (a) A PayID is a unique identifier that can be used to receive and make payments from accounts held with participating financial institutions.
- (b) You are able to request Westpac to create certain types of PayIDs on your behalf. Please refer to [westpac.com.au](https://www.westpac.com.au) for further information regarding the PayID types that may be available to you from time to time. Creating a PayID is optional, and we will not create a PayID for you without your consent.

2.2 Creating a PayID.

- (a) A PayID is created by linking a unique identifier to an eligible account.
- (b) A PayID can only be registered with a single participating financial institution, and linked to only one account. You can create separate PayIDs for each of your eligible accounts, and multiple PayIDs can be created for the same account, provided each PayID is unique and you hold an eligible account type.
- (c) In order to create and maintain a PayID on your behalf, Westpac needs to be reasonably satisfied that:
 - (i) you are authorised to use the identifier you select as a PayID;
 - (ii) the identifier has not been registered by another party;
 - (iii) the identifier and your PayID name are compliant with the PayID Requirements;
 - (iv) the linked account is an eligible account; and
 - (v) you are authorised to operate on the linked account.
- (d) Your PayID must reasonably represent the identity of your business. Your PayID should not mislead a payer into sending you NPP Payments intended for another payee.
- (e) Your PayID (and the details linked to it) will be held in a central register by NPP Australia Limited that will be accessible to participating institutions. Your PayID name will be displayed to people who use your unique identifier to address a payment using the PayID service. Your PayID details may also be used for payment screening and investigations.
- (f) If your identifier has already been registered by another party and you believe the other party is not entitled to use the PayID, you may ask Westpac to initiate a request to dispute the existing registration of the PayID.

2.3 PayID access via Online Banking.

- (a) If you create or maintain PayIDs via Online Banking, the terms and conditions that apply to Online Banking govern your use of those PayIDs.
- (b) These terms and conditions apply to a PayID only if you:
 - (i) maintain the PayID outside of the Online Banking channel; or
 - (ii) are no longer able to access Online Banking because your use of Online Banking has been terminated.

2.4 PayID maintenance.

- (a) You need to contact Westpac if you wish to change your PayID status, update your PayID details or change the linked account. If you have access to Online Banking, you may be able to use Online Banking to change the linked account.
- (b) A PayID can be transferred to another participating financial institution. If you ask Westpac to transfer your PayID to another financial institution and that financial institution does not process the transfer request by creating a new PayID for you within 14 days, your transfer request will be cancelled (and your PayID will remain linked to your Westpac account). Please note, you are responsible for registering your PayID with that financial institution during the 14-day period (starting from the day we receive your instruction).
- (c) To transfer an existing PayID to Westpac, you first need to contact the financial institution where your PayID is currently registered and tell them to transfer your PayID to Westpac (Westpac cannot transfer it for you).

- (d) If you request Westpac to transfer, lock, close or update the linked account for a PayID, the current linked account will remain able to receive and make payments to the PayID until the processing of your PayID request is completed.
- (e) When a PayID is locked or closed you will not be able to receive and make payments to it, update your PayID or transfer it to another financial institution.
- (f) Your PayID name will be made available to parties who use the PayID service and will be derived from the information we hold for you (e.g. organisation name). Changes to the name for the linked account may impact the PayID name.
- (g) We will typically give effect to your instructions to transfer, lock, close or update your PayID within 24 hours.

3. Your obligations

- (a) You must:
 - (i) only create and maintain a PayID if you are entitled to use the PayID;
 - (ii) notify Westpac immediately if you suspect unauthorised use of the PayID;
 - (iii) close the PayID if you are no longer authorised to use it;
 - (iv) be able to demonstrate entitlement to use the PayID if reasonably requested by Westpac from time to time;
 - (v) keep the PayID details (including your unique identifier, your business name and your linked account) with Westpac up to date and notify Westpac immediately if your details change; and
 - (vi) keep your customers and payers apprised of any changes related to the PayID (including a change in your PayID name or status).
- (b) If you use the PayID logo for commercial purposes, you must use it in accordance with the brand standards made available by NPP Australia Limited from time to time.

4. Westpac's right to lock or close the PayID

Westpac may, acting reasonably, lock or close your PayID at any time, including because:

- (a) Westpac reasonably suspects that you may not be entitled to use the PayID;
- (b) there is a conflict or dispute over the PayID;
- (c) Westpac reasonably considers it has been induced to create or register a PayID by fraud;
- (d) you no longer have authority to access or operate the linked account;
- (e) your linked account is blocked, suspended or otherwise unable to receive and make payments;
- (f) Westpac reasonably suspects your PayID is being used fraudulently;
- (g) Westpac reasonably believes the PayID is being used in a way that may cause loss to you, Westpac or a third party; or
- (h) Westpac reasonably believes the PayID has become inactive as set out in your linked account terms and conditions.

5. Fees and charges

- (a) If there are fees and charges applicable to the PayID services you have requested, Westpac will disclose these to you in the Pricing Agreement.
- (b) You authorise Westpac to debit your nominated account for the amount payable by you in accordance with the terms of the Pricing Agreement. Information on current standard fees and charges is available on request.

6. Indemnity

You indemnify Westpac against any loss (which includes reasonable costs and expenses incurred by Westpac) for which Westpac may become liable as a result of acting in accordance with your request.

7. Force majeure

Neither party will be liable to the other for any loss or damage, nor be in default under the terms of these terms and conditions, for failure to observe or perform any provision of these terms and conditions for any reason or cause of whatever nature which could not with reasonable diligence be controlled or prevented including, without limitation, strikes, demonstrations, lockouts, labour disputes, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure; sudden or unexpected system failure or disruption by war, sabotage or inability to obtain sufficient labour, raw material, fuel or utilities.

8. Assignment

Neither party may assign or otherwise deal with any part of its rights or obligations under these terms and conditions without the prior written consent of the other which shall not be unreasonably withheld.

9. Severability

- (a) If any provision of these terms and conditions is void, unenforceable or illegal for any reason the remainder of these terms and conditions shall remain otherwise in full force and effect apart from such a provision which shall be deemed deleted. This will not affect the validity or enforceability of that provision in any other jurisdiction.
- (b) This clause has no effect if the severance alters the basic nature of these terms and conditions or is contrary to public policy.

10. Waiver

- (a) The waiver by a party of a breach of any provision of these terms and conditions shall not be construed as a waiver of any succeeding breach of the provision nor as a waiver of the provision itself.
- (b) The failure of a party, at any time, to require performance by the other party of any provision hereof shall not affect the party's right to require such performance at any time thereafter.
- (c) No failure to exercise and no delay in exercising any right, power or remedy under these terms and conditions 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.
- (d) Waivers must be in writing.

11. Entire agreement and variation

11.1 Variation.

- (a) Westpac may change the terms and conditions that apply to the PayID service at any time and will notify you of any changes in writing or by advertising in the national or local media.
- (b) Advance notice may not be given where a change is necessitated by an immediate need to restore or maintain the security of Westpac's systems, or where you cannot reasonably be contacted. We can also give a shorter notice period (or no notice) if it is reasonable for Westpac to manage a material and immediate risk.
- (c) Westpac may notify you of changes as follows:
 - (i) new fee or variation of a fee - 30 days in advance;
 - (ii) the introduction or change to a government charge - in advance of the change or reasonably promptly after a government, government agency or representative body notifies us unless the change has already been published by a government, government agency or representative body;

- (iii) any other change to a term or condition or any material change to a matter required by law to be in these terms and conditions – 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, we will give notice 30 days in advance.
- (iv) where you do not agree to a change in the terms and conditions, you may close your PayIDs and terminate this agreement. You may contact Westpac to do this.

12. Relationship

Westpac's relationship with you is that of an independent contractor, and nothing in these terms and conditions will be taken as constituting either party a servant or agent or employee of the other party.

13. Governing law

These terms and conditions are governed by the laws in force in New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that State.

14. The Banking Code of Practice

- (a) We have adopted the Banking Code of Practice (Banking Code). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.
- (b) If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and prevail to the extent of any inconsistency with, these terms and conditions.
- (c) You can obtain a copy of the Banking Code from our website or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you.
- (d) Westpac recommends that its customers:
 - (i) inform Westpac promptly if they are in financial difficulty; and
 - (ii) carefully read the terms and conditions applying to each banking service including these PayID terms and conditions

15. Privacy obligations

This clause applies if personal information (including of any staff or authorised users of the PayID service) is provided to Westpac by you or on your behalf or collected directly by Westpac in relation to the PayID service provided to you (Services PI).

With respect to Services PI, in addition to complying with its own obligations under the Privacy Act you must:

- (a) 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;
- (b) with respect to any incident or data breach involving Services PI:
 - (i) immediately notify Westpac in writing to your Relationship Manager; or
 - (ii) 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).

To the extent that it applies, you must comply with the *Privacy Act 1988* (Cth) in relation to any personal information it provides to Westpac in connection with this Agreement, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

16. Privacy Statement

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. 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.

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.

17. Your privacy consent

When a person uses your PayID, they will be able to view your PayID and certain details linked to it (your name or business name). This is to help reduce the chances of mistaken payments. By applying to register for PayID, you consent to us collecting and storing your personal information in accordance with our Privacy Statement. You also consent to the disclosure and use of your personal information by, and to, participating financial institutions, users of PayID payment services, and the providers of the PayID payment facilities (including NPP Australia Limited and BPAY®) and their service providers. If you do not agree, we will not be able to offer PayID payment facilities to you.

By applying to register for PayID you also consent to the disclosure and use of your personal information by, and to, participating financial institutions, users of PayID payment services, and the providers of the PayID payment facilities (including NPP Australia Limited and BPAY) and their service providers for the purposes of processing and monitoring payments and PayID activity and to meet our obligations as an NPP participant. If you do not agree, we will not be able to offer PayID payment facilities to you.

18. External service providers

We may subcontract any of our rights and obligations under these terms and conditions to another person in Australia or overseas, although we will remain responsible for the performance of those obligations.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the Westpac Privacy Statement which is available at westpac.com.au/privacy/privacy-statement (as updated from time to time).

