

PayTo Biller Terms and Conditions

Effective date: 1 November 2024



Accessibility support.

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

PayTo Biller Terms and Conditions

Definitions.

BECS means the system known as the Bulk Electronic Clearing System from time to time adopted by AusPayNet for the purpose of co-ordinating, facilitating and protecting the conduct and settlement of electronic exchange between participating institutions.

Direct Debit has the meaning given to the term 'Direct Debit Request' in the BECS Procedure available at auspaynet.com.au/resources/direct-entry.

Documentation has the meaning given in clause 7.11.

End Customer means the customer of a PayTo User.

Insolvent Event means:

- (a) the PayTo User is unable to pay its debts as and when they fall due;
- (b) the PayTo User has made a valid assignment, composition or other arrangement for the benefit of its creditors generally;
- (c) a liquidator, receiver, receiver and manager or voluntary administrator has been appointed in respect of the PayTo User or any of its assets;
- (d) the PayTo User has become subject to statutory management;
- (e) an application or order has been made for compulsory winding up of the PayTo User or an effective resolution has been passed for voluntary winding up of the PayTo User which is not merely for the purpose of reconstruction or amalgamation;
- (f) an arrangement binding on all creditors of the PayTo User has been sanctioned by a court of competent jurisdiction; or
- (g) the existence of conditions which in the reasonable opinion of us are substantially equivalent in effect to any of the above.

Mandate Management Service (MMS) means the central, secure database operated by NPP Australia Limited of PayTo Payment Agreements.

Migrated DDR Mandates mean existing Direct Debit arrangements which have been converted into PayTo Payment Agreements in order to process payments under those arrangements via the NPP rather than BECS.

NPP means the New Payments Platform operated by NPP Australia Limited.

NPP Payments 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.

Our Intellectual Property has the meaning given in clause 7.12.

Payment Initiator means a payment service provider, such as a payment processor, who, whether acting on behalf of a payer customer or a payee customer, is authorised by the payer customer to initiate payments from the payer customer's account.

PayTo means a service which enables:

- (a) PayTo User to request, and the End Customer to pre-authorise an NPP Payment, or a series of NPP Payments, to be made from the End Customer's account to a PayTo User's account (except where the PayTo User is a Payment Initiator; in this instance the payment is paid directly to the payee customer's account), in accordance with the PayTo Payment Agreement;
- (b) End Customer to amend, suspend, unsuspend, and cancel authorised PayTo Payment Agreements.

PayTo Payment Agreement means:

- (a) a PayTo payment agreement created by a PayTo User for authorisation by the End Customer for PayTo payment(s) to be made from the End Customer's account to a PayTo User's account (except where the PayTo User is a Payment Initiator; in this instance the payment is paid directly to the payee customer's account), in accordance with its terms; or
- (b) a PayTo payment agreement that has been authorised by the End Customer and stored in the Mandate Management Service, authorising an NPP Payment, or a series of NPP Payments, to be made from the End Customer's account to a PayTo User's account (except where the PayTo User is a Payment Initiator; in this instance the payment is paid directly to the payee customer's account), in accordance with its terms.

For the purposes of clauses 7 (Your responsibilities), 8 (Our responsibilities) 9 (Indemnity), 11 (Termination), and 13 (Privacy), 'PayTo Payment Agreement' means both of the above.

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

We, us, our and **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.

you and **your** means PayTo User.

1. Approval and ongoing conditions for PayTo Users.

- 1.1 To be eligible, and continue to be eligible to be a PayTo User, you must satisfy our eligibility requirements as communicated to you from time to time, including in relation to:
- (a) your organisational, administrative and financial capabilities;
 - (b) your ability to comply with applicable laws and regulatory requirements;
 - (c) your governance, privacy and data protection arrangements;
 - (d) security, user access management, fraud and risk arrangements;
 - (e) operational arrangements;
 - (f) contact details such as email address for enquiries and PayTo Payment Agreement claims; and
 - (g) the type of business you operate.

As well as being able to satisfy the above eligibility requirements in respect of itself, a Payment Initiator must ensure that their payee customers can also satisfy the eligibility requirements.

You will promptly provide updated information to us if any of the information previously provided to us in relation to the above ceases to be true and accurate.

2. Creating a PayTo Payment Agreement for End Customers.

- 2.1 Once you have agreed the terms upon which you will engage with the End Customer, you must request the End Customer to provide their account number and BSB, or PayID. Any data provided to you by the End Customer will be provided in accordance with your privacy policy and terms and conditions, including any retention, deletion or distribution rights. You will be solely responsible for any data provided to you by the End Customer.
- 2.2 You will instruct us to produce a PayTo Payment Agreement based on the information you provide us about the End Customer, which we will include on the Mandate Management Service. The Mandate Management Service will notify the financial institution of the End Customer of the PayTo Payment Agreement at which point the End Customer will receive a notification to either authorise or decline the PayTo Payment Agreement.
- 2.3 The End Customer is required to authorise or decline the PayTo Payment Agreement within the period of time specified by you, otherwise the PayTo Payment Agreement will lapse. Such period of time must not exceed 5 calendar days, (unless you and the End Customer are expecting a “real-time” response, in which case the End Customer(s) are required to respond to the PayTo Payment Agreement within 5 minutes). For clarity, where the End Customer does not authorise or decline the PayTo Payment Agreement within the specified period of time, you can recall the PayTo Payment Agreement yourself or it will be deemed to have been declined.
- 2.4 If the End Customer declines a PayTo Payment Agreement because they do not believe that it reflects the terms of this agreement that the End Customer has entered into with you, the End Customer is required to contact you to resubmit the PayTo Payment Agreement (with or without changes).
- 2.5 Once a PayTo Payment Agreement has been authorised by the End Customer, the End Customer’s financial institution will update the Mandate Management Service with this information and the PayTo Payment Agreement becomes authorised and active. You and/or we may recall a PayTo Payment Agreement at any time up until the point at which the End Customer authorises that PayTo Payment Agreement, or the PayTo Payment Agreement expires.
- 2.6 PayTo Users must not submit any more PayTo Payment Agreements to an End Customer than is deemed reasonable and appropriate for its intended purpose and circumstances. We may decline or restrict these PayTo Payment Agreements as per clause 8.3 (Our Responsibilities). You acknowledge that it is your sole responsibility to ensure the accuracy of data and information provided to you by the End Customer used in a PayTo Payment Agreement and for ensuring that instructions comply with all technical and procedural requirements of the NPP. We will not validate any aspect of a PayTo Payment Agreement.

3. Migration of Direct Debit arrangement for End Customers.

- 3.1 Where PayTo Users are existing “BECS Debit Users”, we may authorise such PayTo Users to create PayTo Payment Agreements for any existing Direct Debits (Migrated DDR Mandates). To create Migrated DDR Mandates, PayTo Users must inform the End Customer of their decision to process future transactions under the relevant Direct Debit arrangement through PayTo at least 30 days before the new payment arrangements come into effect.
- 3.2 You confirm and will ensure that you have:
- (a) an authorised payment agreement in place, or permission for the creation of a Migrated DDR Mandate against the End Customer, with authorisation to collect, use and store name and account details (among other information) of the End Customer, and the details of their payment agreement(s) and Migrated DDR Mandate in the Mandate Management Service; and
 - (b) consent that these details may be disclosed to us, the financial institution or payment processor for the merchant or Payment Initiator, for the purposes of:
 - (i) creating payment instructions and messages, and
 - (ii) enabling payments from the End Customer account.

- 3.3 Any data provided to a PayTo User by the End Customer, historical or otherwise, will be provided in accordance with the PayTo User's privacy policy and terms and conditions. The PayTo User will be responsible for any data provided to it by the End Customer. The PayTo User shall not provide the Payment Initiator with any personal information other than in accordance with the relevant Migrated DDR Mandate.
- 3.4 You acknowledge that you hold, and are able to produce evidence upon request, of each of the End Customers':
- (i) existing Direct Debit authorisations to be migrated to PayTo;
 - (ii) all notices pursuant to clause 3.1 (notifying the End Customer).
- 3.5 If agreed with us, we may accept a Migrated DDR Mandate request, produced by you, which will be created on the Mandate Management Service. Transactions in connection with Migrated DDR Mandates may be processed through PayTo from the date that is 5 calendar days after the date of creation of the Migrated DDR Mandate on the Mandate Management Service (provided that this is consistent with any authorisation instruction provided by the End Customer), at which point the Migrated DDR Mandate becomes an authorised PayTo Payment Agreement. For clarity, all Migrated DDR Mandates reports provided by you will be validated through us and may be rejected should such validation not be met.
- 3.6 You acknowledge that existing Direct Debit authorisations do not automatically cease in BECS once the Migrated DDR Mandate becomes an authorised PayTo Payment Agreement and it is your responsibility to cancel these existing Direct Debit authorisations.
- 3.7 We may reject a Migrated DDR Mandate if we reasonably determine it to be incomplete or if we are unable to validate the details of the Migrated DDR Mandate.
- 3.8 In the event the PayTo User has been issued multiple Direct Debit User IDs, the PayTo User should ensure that the correct Direct Debit User ID is provided to avoid rejection of the Migrated DDR Mandate.
- 3.9 A PayTo User must not submit any more Migrated DDR Mandates to an End Customer than is deemed reasonable and appropriate for its intended purpose and circumstances.

4. Amending an authorised PayTo Payment Agreement.

- 4.1 From time to time, the terms of the agreement between a PayTo User and each End Customer may be amended which will then need to be captured in the relevant authorised PayTo Payment Agreement. The amendment of an authorised PayTo Payment Agreement must be initiated by the PayTo User. You must obtain consent from each End Customer to any changes to the terms of your PayTo Payment Agreement with those customers before initiating an amendment to an authorised PayTo Payment Agreement.
- 4.2 You acknowledge that you hold, and are able to produce evidence upon request, of each End Customer's consent obtained in relation to creating or amending a PayTo Payment Agreement.
- 4.3 You must instruct us to process an amendment to the authorised PayTo Payment Agreement in the Mandate Management Service on your behalf. The Mandate Management Service will notify the End Customer's financial institution of the amendment request at which point the End Customer is required to either authorise or decline the amendment request.
- 4.4 The End Customer is required to authorise or decline the amendment request within the period of time specified in the PayTo amendment request, otherwise the amendment request will lapse. Such period of time must not exceed 5 calendar days, (unless you and the End Customer are expecting a "real-time" response, in which case the End Customer is required to respond to the amendment request within 5 minutes). For clarity, where the End Customer does not authorise or decline the amendment request within the specified period of time, you can recall the amendment request yourself or it will be deemed to have been declined after 6 calendar days.
- 4.5 If the End Customer declines the amendment request because they do not believe that it reflects the updated terms of this agreement that it has with the PayTo User, the End Customer must contact the PayTo User and have them resubmit the amendment request with the correct details.
- 4.6 Once an amendment request has been authorised by the End Customer, the End Customer's financial institution will promptly update the Mandate Management Service with this information. The updated authorised PayTo Payment Agreement will apply from the date that is specified in the agreement between the End Customer and the PayTo User.
- 4.7 You must not submit any more than a reasonable number of requests to amend a PayTo Payment Agreement to an End Customer within a 24-hour period.

5. Suspending and unsuspending an authorised PayTo Payment Agreement.

- 5.1 Subject to the terms of the agreement between the PayTo User and each End Customer (or where a PayTo User is a Payment Initiator, the payee customer or the End Customer), the PayTo User may instruct us to suspend and unsuspend an authorised PayTo Payment Agreement. Any suspension or unsuspending of an authorised PayTo Payment Agreement will generally be effective immediately. The Mandate Management Service will promptly notify the End Customer's financial institution of the suspension or unsuspending, who will in-turn promptly notify the End Customer.
- 5.2 Similarly, subject to the terms of the agreement between the PayTo User and each End Customer, the End Customer may suspend and unsuspend an authorised PayTo Payment Agreement. We will promptly notify you of any such suspension and unsuspending.

6. Cancelling an authorised PayTo Payment Agreement.

- 6.1 Subject to the terms of the agreement between the PayTo User and each End Customer (or where a PayTo User is a Payment Initiator, the payee customer or the End Customer), the PayTo User may cancel an authorised PayTo Payment Agreement. Any cancellation of an authorised PayTo Payment Agreement will generally be effective immediately. The Mandate Management Service will promptly notify the End Customer's financial institution of the cancellation, who will in-turn promptly notify the End Customer.
- 6.2 Similarly, subject to the terms of the agreement between the PayTo User and each End Customer, the End Customer may cancel an authorised PayTo Payment Agreement. We will promptly notify you of any such cancellation.

General.

7. Your responsibilities.

- 7.1 You are responsible for the accuracy of the information that you provide to us in connection with all PayTo Payment Agreements. You will be liable for any loss that we suffer in connection with any incorrect information provided by you.
- 7.2 You must notify us immediately if you no longer own, or have authority to use or direct payments to, the bank account to which a payment under a PayTo Payment Agreement has been or will be made.
- 7.3 You must promptly respond to any notification that you receive from us regarding the suspension of a PayTo Payment Agreement for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- 7.4 You are responsible for ensuring that you comply with the terms of any agreement that you have with End Customers.
- 7.5 You are responsible for ensuring that all Migrated DDR Mandates are valid, meet the terms of the existing Direct Debit request, and evidence of the End Customer's existing Direct Debit request authorisation can be provided if requested.
- 7.6 You must ensure that any billing notices are issued to End Customers in accordance with the terms of the agreement with the relevant End Customer, or where a PayTo User is a Payment Initiator, in accordance with the terms of the agreement with the payee customer or the End Customer.
- 7.7 If you experience any activity that appears suspicious or erroneous, you must report such activity to us immediately.
- 7.8 From time to time you will receive a notification from us via email requiring you to confirm that all of your PayTo Payment Agreements are accurate and up to date. You must promptly respond to this notification.
- 7.9 You must not use PayTo for fraudulent or improper purposes, which includes (but is not limited to) where you contravene clause 4.7 of this agreement, or where you create, amend, cancel or suspend a PayTo Payment Agreement without a lawful basis.
- 7.10 Once a PayTo Payment Agreement has been established, your payment details, or in the case of Payment Initiators, the payee customer's payment details, may only be amended by us following a request from you. You may not request us to amend the payment details of another party.
- 7.11 We may provide you with separate documentation to assist you in using PayTo including product terms and modules, manuals and guides, whether in an electronic form or otherwise (**Documentation**). You must comply with all terms in such Documentation that apply to you, or to the payee customer as the case may be where you have been appointed as their Payment Initiator.
- 7.12 All intellectual property, including but not limited to the PayTo trademarks, Westpac trademarks, and all Documentation, remains our property, or that of our licensors (**Our Intellectual Property**). We grant to you a royalty free, non-exclusive licence (or where applicable, sub-licence), for the term of this agreement, to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement, within Australia.
- 7.13 Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
- (a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
 - (b) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
 - (c) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of the PayTo); and
 - (d) your failure to use Our Intellectual Property in accordance with this agreement.
- 7.14 You must comply with all applicable laws and with the obligations in the NPP Procedures and/or Regulations as applicable in connection with your use of PayTo and not do anything that will cause us to breach any law, NPP Procedures and/or Regulations as applicable.
- 7.15 You must act promptly in relation to any instructions that you receive from End Customers.

- 7.16 You confirm that you are either required to comply with the *Privacy Act 1988* (Cth), or if you are not required to comply with the *Privacy Act 1988* (Cth), you confirm that you will comply with the *Privacy Act 1988* (Cth) as if you are an “APP entity” (as that term is defined in the *Privacy Act 1988* (Cth)).
- 7.17 You must notify us within 24 hours of an Insolvency Event. In the context of a Payment Initiator, this includes an Insolvency Event which impacts the Payment Initiator and/or the payee customer of the Payment Initiator.
- 7.18 You must notify us immediately if there is a change to the type of business or the industry your business is operating in. You are responsible for ensuring that you comply with relevant legal obligations in that industry.
- 7.19 You must ensure that your use of PayTo, particularly where you as the PayTo User are a Payment Initiator acting on behalf of payee customers, must not result in the facilitation of remittance or correspondent banking services.

8. Our responsibilities.

- 8.1 We will accurately reflect the information provided by you in connection with a PayTo Payment Agreement in the Mandate Management Service.
- 8.2 We may monitor your PayTo Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us suspending all or some of your PayTo Payment Agreements if we reasonably suspect misuse, fraud or security issues relating to you, or in the context of a Payment Initiator, you or your payee customer(s). We will promptly notify you by email of any such action to suspend a PayTo Payment Agreement. You agree to work with us to resolve any of the issues identified and rectify them within a reasonable period of time.
- 8.3 Acting reasonably, we may temporarily or permanently restrict your use, or in the context of a Payment Initiator, you or your payee customer(s) use, of PayTo and the Mandate Management Service, if you fail to meet the material requirements of this agreement, breach a law or regulation including NPP Procedures and/or Regulations relevant to PayTo (or you are reasonably suspected of breaching such a law or regulation), or except to the extent that such rights are limited by law, you suffer an Insolvency Event.

9. Indemnity.

- 9.1 You indemnify us and agree to keep us indemnified, and hold us harmless from and against all losses, claims, liabilities, damages, costs, demands, actions, suits and proceedings, charges and expenses, including legal fees, disbursements and other expenses that we may suffer or incur, or which may be made against us (Losses) directly relating to or directly arising from or in connection with:
- (a) the debiting to the account of any End Customer and the payment to you, or in the case of a Payment Initiator, the payment to the Payment Initiator’s payee customer, of any sum or sums of money the debiting of which you knew, or reasonably ought to have known acting diligently and prudently, was not at the time authorised by such End Customer under a PayTo Payment Agreement or to which you, or the Payment Initiator’s payee customer, were not then legally entitled;
 - (b) the making of any payment at your instruction not in accordance with the terms of a PayTo Payment Agreement;
 - (c) the failure to make any payment in accordance with the terms of any PayTo Payment Agreement where failure is due to circumstances within your reasonable control but you failed to take reasonable care;
 - (d) your failure to comply with your obligations and responsibilities under this agreement (including your responsibilities as set out at clause 3), or any fraudulent, negligent or wilful act or omission by you or any person acting on your behalf in relation to this agreement;
 - (e) any misuse, material error, negligence or fraud relating to the use of the Mandate Management Service by you or any person acting on your behalf;
 - (f) you initiating payments in reliance on incorrect account information provided by an End Customer, or in the context of a Payment Initiator, incorrect information provided by a payee customer or an End Customer, where you knew, or reasonably ought to have known, acting diligently and prudently, that that account information was incorrect;
 - (g) any dispute in relation to a PayTo Payment Agreement between you and an End Customer, or in the context of a Payment Initiator, any dispute between you and a payee customer or between you and an End Customer, where that dispute was caused or contributed to by your wrongful actions or inactions;
 - (h) fraudulent information, or incorrect information where you know, or reasonably ought to have known, acting diligently and prudently, that information provided as part of your eligibility criteria as set out at clause 1.1 of this agreement was incorrect; and
 - (i) any failure by you to pay any charges or fees payable by you under this agreement.
- 9.2 Each indemnity given by you under this agreement is a continuing obligation and continues after this agreement ends.
- 9.3 This indemnity is limited in each case to our reasonable Losses actually incurred and which you have caused or contributed to. This indemnity does not apply to the extent that the indemnified Losses were caused or contributed to by us (including though our officers, employees, contractors or agents).
- 9.4 Any payments made by you pursuant to an indemnity given under this clause must be automatically increased by the amount of any GST liability incurred by us in respect of those payments.

10. Accounts.

- 10.1 Where reasonable, you authorise us, from time to time, to debit your eligible Westpac Group account in respect of:
- (a) any fees, fines or penalties that we are required to pay to the NPP, under the NPP Procedures and/or Regulations as applicable, as a direct or indirect result of your failure to observe your material obligations under this agreement including any procedures set out in the Documentation;
 - (b) any other money you owe us under this agreement;
- 10.2 If we debit your eligible Westpac Group account and it contains insufficient funds, then the payment may be reversed, and you will be regarded as not having made the payment. If this occurs, you must make the payment to us as soon as possible once we notify you that the payment is required. Although, such notification does not prevent us from attempting the debit again (under this section).
- 10.3 You will pay on demand the amount of any debt you owe us under this agreement which remains unpaid. Should you fail to pay any debt you owe us, we may also set-off any amount due for payment by you to us against any amount due for payment by us to you.
- 10.4 You acknowledge that we may automatically combine your eligible Westpac Group accounts, that is, transfer sufficient money which is kept in any other account with us, held in your name(s), to clear the debt. If we do this, the balance of your eligible Westpac Group account from which we have transferred money will reduce by the amount owed for this purpose. If we exercise our right to combine accounts, we will notify you promptly in writing at the address shown in our records.
- 10.5 We may withhold release of the funds in your eligible Westpac Group account, or withhold or suspend payment of any money that would otherwise be owing to you under this agreement until further notice, if we have reasonable concerns about your solvency (including your ability to pay off your debts or meet your financial obligations).

11. Termination.

- 11.1 Notwithstanding any other rights to terminate under this agreement, we may terminate this agreement at any time with 30 days' prior written notice where it is reasonable or necessary for us to do so. You may terminate this agreement at any time with 30 days' prior written notice.
- 11.2 We may also terminate this agreement or use of PayTo and the MMS for the following reasons:
- (a) we have reasonable grounds for concerns about your solvency, the solvency of your business, or in the context of a Payment Initiator, the solvency of your payee customer(s);
 - (b) we have reasonable grounds for concerns about your ability to meet or repay the amounts of any debts due to us;
 - (c) we have reasonable grounds to suspect that there is misuse, fraud or security issues with your PayTo Payment Agreements which you have contributed to, or in the context of a Payment Initiator, which your payee customer(s) has/have contributed to;
 - (d) you have, or we suspect on reasonable grounds that you have, breached a material term of this agreement.
- 11.3 Where practicable, we will give you reasonable notice of our intention to terminate for the reasons listed in (a) to (d) above, but we do not have to give you verbal or written notice before we terminate this agreement on the basis of the reasons listed in (a) to (d) above where it is reasonable or necessary to terminate with immediate effect. However, we will use reasonable endeavours to give you prompt subsequent written confirmation that this agreement has been terminated.
- 11.4 Upon termination or expiry of this agreement, clauses 7.7, 7.11, 7.14, 7.17, 9.1, 9.2, 9.3 and 9.4 survive.

12. Variation and communications.

- 12.1 We may change the terms and conditions that apply to the PayTo service at any time where it is reasonable or necessary for us to do so and will notify you of any changes in writing. Advance notice may not be given in some instances, for example, where a change is necessitated by an immediate need to restore or maintain the security of our or NPPA 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.
- 12.2 Unless you and we agree otherwise, we may notify you of changes to a term or condition or any material change to a matter required by law to be in this agreement 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.
- 12.3 You consent to us communicating electronically with you about PayTo.

We will communicate with you through email to the email address that you have provided to us, making a notice available for you to access on our website at westpac.com.au, through an advertisement in a major newspaper, through statements we send to you and/or ordinary mail to your postal address on our records.

Notices sent by us will be considered to have reached you:

- (a) either when it is left at the relevant address using standard post or 5 business days after being deposited in the post (whichever happens earlier);
- (b) if by registered post, when recorded as being delivered;
- (c) if by SMS, when it is received by you or 3 hours after it has been sent by us (whichever happens earlier); or

- (d) if by email (including where an email specifies an external address for accessing information) when the email enters the email server associated with your email address.

If your contact details change, please notify us as soon as possible.

13. Privacy.

13.1 You:

- (a) confirm, and where requested promptly produce evidence, that you have obtained all necessary privacy consents for use, collection, distribution and storage from End Customers (including payee customers in the context of a Payment Initiator arrangement), to provide the End Customers' personal information when initiating a PayTo Payment Agreement; and
- (b) authorise us and any any End Customer's financial institution (including payee customer's financial institutions in the context of a Payment Initiator arrangement), to collect, store and use your personal information (amongst other information) in connection with PayTo, including for the purposes of constructing NPP Payment messages and, except in the case of Payment Initiator arrangements, enabling us to receive NPP Payments in your account.

14. Dispute Resolution.

14.1 If you're ever unhappy about something we've done - or perhaps not done - please give us the opportunity to put things right. Our aim is to resolve your complaint within 5 working days, however, where possible we will resolve your complaint on the spot. If we need some additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will refer the complaint to our dedicated Customer Solutions team. Our Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint. Your complaint will be reviewed in line with our FAIRGO principles. Find out more at westpac.com.au/contact-us/feedback-complaints/fairgo We will apply our Legal Dispute Resolution Guidelines where there are legal proceedings. These Guidelines are based on model litigant principles. The Westpac Group also has a Customer Advocate whose role is to advise and guide our complaints team on how best to resolve a complaint and also to listen to customers and recommend changes be made to bank policies, procedures and processes. Find out more at westpac.com.au/contact-us/your-customer-advocate

The Australian Financial Complaints Authority (**AFCA**) provides a free and independent service to resolve complaints that fall within AFCA's terms of reference. The contact details for AFCA are set out below:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

15. The Banking Code of Practice.

15.1 The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals. The relevant provisions of the Banking Code apply to the banking services referred to in this agreement. This means that we will comply with the Banking Code, where it applies to the banking services provided to you. You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.



Westpac acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.

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