



bankwest

# Online Business Banking

Product Disclosure Statement  
18 March 2025



This product is no longer available for sale

## Customer enquiries.

Please call **13 17 19** or visit **bankwest.com.au**.

Where to report lost or stolen cards or suspected unauthorised transactions (24 hours):

Within Australia **13 17 19** (cost of a local call)

Outside Australia **+61 8 9449 2840**.

# Contents

Product Schedule	3
Terms and Conditions	5
1 Interpretation	6
2 Acceptance	14
3 Using the Online Business Banking service	14
4 Access to Online Business Banking	16
5 Security Guidelines	17
6 Payments	19
7 BPAY Payments	27
8 Direct Debits	31
9 Suspicion of a Security Breach	34
10 Withdrawal of Authority of a Master User, an Administrator User or an Employee User	35
11 Records and statements	35
12 Availability of Online Business Banking	36
13 Liability for Unauthorised Transactions	37
14 Fees and Charges	41
15 Termination	42
16 Changes	42
17 Procedure for Handling Disputes	43
18 Electronic Communications	46
19 Personal Information and Privacy	46
20 Marketing and Advertising	48
21 Recording Telephone Calls	48
22 Additional Obligations	49
Withdrawn Service Packages	50
Fees and Charges	50

This Product Disclosure Statement (PDS) applies to Online Business Banking. It consists of two sections:

- section one is the **Product Schedule** which applies to Online Business Banking; and
- section two is the **Online Business Banking Terms and Conditions**.

You should read all the information in this PDS carefully before you agree to Online Business Banking.

We recommend that you print a copy of this PDS and retain it for future reference.

**If you have any queries or would like further information about Online Business Banking contact your Business Manager or call the Business Customer Support Team on 13 7000.**

# Section 1

## Product Schedule

### About Online Business Banking

Online Business Banking is an Internet-based banking application which enables businesses to conduct business banking and transact online from nominated accounts.

### Features

Online Business Banking allows you to perform a large number of business banking operations online.

The operations that can be performed with Online Business Banking are set out in clause 3.3 of the Online Business Banking Terms and Conditions.

### Risks

Unless the proper precautions are taken, there are risks of unauthorised use of Online Business Banking. There are also inherent risks associated with online transactions. Online Business Banking utilises 128-bit data encryption to ensure that access to Online Business Banking is as secure as possible, but you should be aware that the security of electronically initiated transactions can never be guaranteed. You must take responsibility for ensuring the security of your Security Token/s, passwords and other codes used to access Online Business Banking or to execute instructions via Online Business Banking.

You may be liable for unauthorised use of Online Business Banking. You should refer to the Online Business Banking Terms and Conditions for your liability for unauthorised use and ways in which you can minimise the risk of a security breach, including having up-to-date anti-virus and firewall software.

# Fees and Charges

The following table indicates the fees that apply for use of Online Business Banking:

Transaction/Service	Online Business Banking <sup>1</sup>
Monthly Maintenance Fee	\$5.00
Payment credits <sup>2</sup>	\$0.15
Recall Fee <sup>3</sup>	\$10.00 per Recall Item \$40.00 per Recall Batch
Record Fee	\$0.05 per Record Line

<sup>1</sup> Fee discounts may apply to Online Business Banking. Fees for withdrawn Online Business Banking service packages are shown in Section 3 of this PDS.

<sup>2</sup> A 'Payment credits' fee is payable:

- for Internal Transfers, BPAY and Pay AnyBody (such as payroll) payments, for each individual credit made to an Eligible Recipient Account or BPAY Biller; and
- for Direct Debits, for each individual amount debited from a third party account. Direct Debits are only available to approved customers.

<sup>3</sup> Payable for each Recall processed and charged at the time of processing the Recall. A Recall cannot be processed for Internal Transfers or BPAY payments.

You should also note the following:

- A debit created from Online Business Banking is not counted as a standard electronic transaction within the relevant Bankwest Account that is being debited.
- All fees are charged monthly on a per item basis unless otherwise specified.

# Section 2

## Terms and Conditions

### About these Terms and Conditions

These Terms replace all Online Business Banking Terms and Conditions previously issued.

These Terms apply to Bankwest's Online Business Banking Internet service. These Terms operate in conjunction with the terms and conditions applicable to account(s) you nominate to access with this service. If there is any inconsistency, these Terms prevail except in respect of access to:

- the Business Zero Transaction Account, where the Business Zero Transaction Account PDS will prevail;
- the Business TeleNet Saver Account, where the Business TeleNet Saver Account PDS will prevail; and
- the Business TD Direct Account, when Online Business Banking is used to open or manage a Business TD Direct Account, the Business TD Direct Account PDS will prevail.

The ePayments Code sets out rights and obligations in respect of certain electronic funds transfers.

We will comply with the requirements of the ePayments Code where the ePayments Code is relevant and applies to an Online Business Banking transaction.

The ePayments Code does not apply to transfers to or from an account which is designed primarily for use by a business and established primarily for business purposes.

The Banking Code of Practice applies to Online Business Banking.

Other terms and conditions may apply by operation of a relevant statute.

General descriptive information about our banking services is available on request in the form of a booklet issued by us called Banking Services Rights and Obligations. In particular, it includes information about account opening procedures, our obligations regarding the confidentiality of your information, our complaint handling procedures and, on the advisability of you reading the terms and conditions applying to our banking services and of informing us promptly when you are in financial difficulty.

Before using Online Business Banking you must apply to use it by completing the relevant Application Form (or such form as we may determine from time to time) and you must read these Terms. You must also ensure every Master User reads these Terms prior to that Master User using Online Business Banking. If you or a Master User does not understand any part of these Terms, or has any questions, please contact your Business Manager.

Accounts which are currently eligible to be accessed by Online Business Banking can be advised by your Business Manager, or by calling the Bankwest Business Customer Support Team on 13 7000.

If any provision of these Terms contemplates that we would exercise a discretion to approve, agree to or consent to any matter, unless the provision stipulates that we have sole and absolute discretion, that provision shall be interpreted so as to require us to act reasonably in the exercise of our discretion and in accordance with our legitimate interests.

## 1 Interpretation

1.1 In these Terms the following words or expressions have the following meanings:

**Account Holder** means the legal owner of a Nominated Account.

**ADI** means any bank, building society, credit union or other authorised deposit-taking institution within the meaning of the Banking Act 1959 (Cth).

**Administrator User** means a person who is authorised by a Master User to have a limited level of access to Online Business Banking and its various functions in respect of a Nominated Account as specified in a User Privileges Profile but cannot authorise Payments or Direct Debits. A Master User can delegate all or any part of the Master User's authority (including the authority to create Employee Users) to an Administrator User, apart from the authority to create other Administrator Users, or authorise Payments or Direct Debits.

**ATM** means an automatic teller machine.

**Bank Equipment** means electronic equipment controlled or provided by or on behalf of us to facilitate Online Business Banking.

**BankMail** means the Online Business Banking email service, which allows you and your employees to communicate by email with Bankwest. BankMail is a secure service which means you can send sensitive information and queries to Bankwest via Online Business Banking.

**Bank System** means an electronic system, communications system or software controlled or provided by or on behalf of us to facilitate Online Business Banking.

**Bankwest Branch** means a Bankwest-branded branch.

**Biller** means an organisation who tells you that you can make bill payments to them through the BPAY scheme.

**BPAY® business day** means any weekday, including local public holidays in Australia, but excluding public holidays observed in Sydney or Melbourne.

**BPAY Group Ltd** means BPAY Group Ltd ABN 69 079 137 518 (previously known as Cardlink Services Ltd) PO Box H124 Australia Square NSW 1215 Tel: (02) 9646 9222.

**BPAY payment** means a Payment to a Biller through the BPAY scheme.

**BPAY payment cut-off time** means, with respect to a Business Day, 4.00pm WST on that day.

**BPAY Pty Ltd** means BPAY Pty Ltd ABN 69 079 137 518, PO Box 3545 Rhodes NSW 2138. Tel: (02) 9646 9222.

**BPAY scheme** means a service which allows you to make BPAY payments electronically. We are a member of the BPAY scheme. We will tell you if we cease to be a member of the BPAY scheme.

**Bulk File** means a customised data file containing transaction and other data made available to you via Online Business Banking.

**Business Day** means any weekday, including local public holidays in Australia, but excluding holidays observed Australia-wide.

**Code** means individually and collectively a Master User's PIN, Token Code and Password.

**Daily Payment Limit** means the aggregate amount of Payments that you may instruct us via Online Business Banking to make from your Nominated Accounts on any Business Day, which is currently \$50,000.00, or an amount we advise or agree with you.

**Direct Debit** means a transfer of value from a third party account to a Nominated Account.

**Direct Debit Limit** means the aggregate amount of Direct Debits that you may instruct us via Online Business Banking to credit to your Nominated Accounts on a daily, weekly, fortnightly or monthly basis.

**Dominant Contributing Cause of the Losses** means a cause that is more than 50% responsible for the losses when assessed together with all other contributing causes.

**Eligible Account** means a Bankwest-branded account of a type that Bankwest determines from time to time is eligible to be accessed via Online Business Banking.

**Eligible Recipient Account** means an account:

- which is maintained by an ADI which is a subscriber to the ePayments Code; and
- that belongs to an identifiable individual in whose name a facility has been established by the subscriber.

**ePayments Code** means the ePayments Code issued by ASIC.

**Employee User** means a person who is authorised by a Master User or an Administrator User to have a limited level of access to a Nominated Account as specified in a User Privileges Profile but cannot authorise Payments or Direct Debits.

**Instruction** means any request or instruction to Bankwest that is effected through Online Business Banking by use of a PAN and Password.

**International transfer** means a payment to a beneficiary account at a bank overseas.

**Master User** means a person who is authorised by the Account Holder as a signatory of a Nominated Account and is authorised to create and authorise Payments and Direct Debits, create Administrator Users and Employee Users, their Secure Passwords, as well as their User Privileges Profiles. Master Users can also obtain a quote, open and manage Business TD Direct Accounts and open Business TeleNet Saver Accounts.

**Mistaken Internet Payment** means a payment initiated using the Pay AnyBody service from your account where funds are paid into an Eligible Recipient Account of an unintended recipient because a User enters or selects a BSB number and/or identifier that does not belong to the named and/or intended recipient as a result of:

- the User’s error, or
- the User being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY.

**Nominated Account** means an Eligible Account you operate with Bankwest that you nominate to be accessed, in order to transfer funds to or from it or obtain information about it, by using Online Business Banking. This includes, without limitation, an individual account, joint account, company account, trust account or a partnership account provided that if the account allows for more than one signatory to effect transactions in respect of it, the account operation method requires Instructions to be given by “any one” of a number of signatories or by “any two of them jointly”.

**Online Business Banking** means Bankwest’s Online Business Banking Internet service, which allows you to conduct your business banking and transact online on your Nominated Accounts.

This includes access to obtain account information about Nominated Accounts, to transfer funds to and from Nominated Accounts and to or from certain other accounts with Bankwest or other financial institutions.

Online Business Banking allows you to delegate banking tasks to your employees by adding them to Online Business Banking as Administrator Users or Employee Users and giving them the privileges necessary to perform the Online Business Banking tasks you need them to perform.

Online Business Banking also allows you and your employees to communicate with Bankwest using BankMail.

It also includes such other electronic or computer-based banking services that Bankwest may add to the service from time to time.

**PAN** means the individual Personal Access Number assigned to each User by us which we use to identify each User. To gain access to Online Business Banking, each User must have a PAN.

**Password** (also known as secure code) means the 10-digit code which is a combination of the four-digit PIN and six-digit Token Code to be used by the Master User to gain access to Online Business Banking and to effect an instruction for a Payment or a Direct Debit.

**Pay AnyBody** is a service available via Online Business Banking which allows a User to transfer funds from a nominated Bankwest-branded account to:

- a. another person's account held with us; or
- b. another person's account or another account held by you with another financial institution (except non-Bankwest-branded credit card accounts),  
by using the BSB number, account number and account name for the other person's account.

**Payment** means a transfer of value (including an internal transfer) from a Nominated Account to:

- c. Other Nominated Accounts (provided that the payment does not involve a transfer between two credit card accounts);
- d. Any other Bankwest-branded accounts (whether of the Account Holder or any other persons); or
- e. Non-Bankwest-branded Australian accounts (whether of the Account Holder or any other persons), except credit card accounts.

**Payment Cut-off Time** means:

- a. For an Instruction for a Payment or Direct Debit to be made to or from a non-Bankwest- branded account on the same Business Day: 3.00pm WST; and

- b. For an Instruction for a Payment or Direct Debit to be made to or from another Bankwest- branded account on the same Business Day: 8.00pm WST.

**Payment Template** means an Online Business Banking Payment Template which a User completes each time an Instruction for a Payment is given. To create or modify a Payment Template, the User must be a User with that authority for the Nominated Account from which the Payment will be made. Once a Payment Template is created it must be approved and authorised by a Master User in accordance with these Terms before the Payment can be made.

**PIN** means the Personal Identification Number chosen by a Master User, to be used in combination with the Token Code to gain access to Online Business Banking and to effect an instruction for a Payment or a Direct Debit. Each PIN must have four digits.

**Product Schedule** means the Product Schedule for Online Business Banking.

**Recall** means the process of stopping or recalling a Payment Template after it has been approved and authorised by a Master User in accordance with these Terms but before the Payment has been completed. A Recall may not be requested for an Internal Transfer or BPAY payment.

**Recall Item** means the recall of a single Instruction within a Payment Template.

**Recall Batch** means the recall of all Instructions within a Payment Template.

**Receiving ADI** means an ADI which is a subscriber to the ePayments Code and whose customer has received a payment which you have reported as being a Mistaken Internet Payment.

**Record Line** means a line of transaction data or other data contained in a Bulk File.

**Recurring Payment** means a Payment which you request be made regularly on a set day in a set period (the maximum number of recurring instances of one payment you can request is 999).

**Secure Password** means the confidential code assigned at any time to an Administrator User or Employee User by a Master User, as changed by the Master User, or if permitted by the Master User, by the Administrator User or Employee User, from time to time. All Secure Passwords must have 6-10 alphanumeric characters consisting of at least 1 alpha and 1 numeric character. To gain access to Online Business Banking, each Administrator User and Employee User must have a Secure Password.

**Security Token** means the device provided to each Master User by Bankwest which generates the Token Code. To gain access to Online Business Banking or to effect an instruction for a Payment or a Direct Debit to Online Business Banking, each Master User must have a Security Token.

**Specialist Account** means an Eligible Account you operate with Bankwest of a type that Bankwest determines from time to time is eligible to be accessed by Users via Online Business Banking on a view-only basis, with such access only being granted by Bankwest to Users also having access to one or more Nominated Accounts.

**Terms** mean these terms and conditions, as amended from time to time.

**Token Code** means a code generated by a Security Token, to be used in combination with the PIN by the Master User to gain access to Online Business Banking and to effect an instruction for a Payment or a Direct Debit. The security of a Token Code is breached if the Security Token is lost, stolen or allowed to be seen by a person other than the Master User.

**Transaction Limit** means the transaction limit that applies to the User of a Nominated Account. We may set Transaction Limits for Nominated Accounts by reference to a dollar (\$) limit per day and according to whether a transaction is a Payment or a Direct Debit. Master Users may determine Transaction Limits for Administrator Users and Employee Users within the parameters set by us.

**Unauthorised Transaction** means an Instruction given without the relevant Master User's (s') knowledge and consent.

**User** means a Master User, an Administrator User or an Employee User.

**User Privileges Profile** means the privileges profile which defines a Master User's, an Administrator User's or an Employee User's individual level of access to Online Business Banking and its various functions in respect of each Nominated Account and Specialist Account. Subject to their applicable User Privileges Profile, a Master User or Administrator User may assign and amend at any time the access privileges for other Users according to parameters permitted by us. Where the privileges profile of a User permits the User to create Payments or Direct Debits in respect of a Nominated Account, that User can also view saved Payment recipient details (including limited recipient details in connection with Payments or Direct Debits made from a Nominated Account over which the User is not appointed to create or authorise Payments or Direct Debits).

**We, us, the Bank or Bankwest** means Bankwest, a division of the product issuer Commonwealth Bank of Australia ABN 48 123 123 124 AFSL / Australian credit licence 234945 and its successors and assigns.

**WST** means Western Standard Time.

**You** means an Account Holder who has applied, in the manner we prescribe, to use Online Business Banking and who accepts these Terms; **your** has a corresponding meaning.

**1.2** Unless otherwise required by the context, words in these Terms importing the singular include the plural and vice versa.

## 2 Acceptance

You accept these Terms when you or a Master User advises us of their acceptance, or when you or a Master User uses Online Banking Business, whichever first occurs.

## 3 Using the Online Business Banking service

- 3.1 We provide a version of Online Business Banking that has been optimised for a small screen device however, some of the functions listed in clause 3.3 below are not available via this type of access while others may operate with a reduced level of functionality.
- 3.2 You should refer to your mobile telephone provider/carrier for full details about fees and charges associated with access and downloads.
- 3.3 Subject to a User's applicable User Privileges Profile, Online Business Banking can be used to:
  - a. Make a Payment from a Nominated Account;
  - b. Process a Direct Debit to a Nominated Account;
  - c. Copy an Instruction for a Payment or Direct Debit that was given within the last 90 days and re-use the data to create a new Instruction for a Payment or Direct Debit;
  - d. Postdate a Payment or Direct Debit up to 3 years in advance;
  - e. Access Nominated Account and Specialist Account information such as available account balances and transactions;
  - f. Export or download a Bulk File;
  - g. Make a BPAY payment;
  - h. Set-up Recurring Payments;
  - i. View a record of a Payment or Direct Debit;
  - j. (for some products), make International transfers in overseas currency;
  - k. Obtain the balance on a Nominated Account;
  - l. Inquire about a transaction on a Nominated Account;
  - m. Elect the method of communicating statements (electronic or paper) on a Nominated Account;

- n. Order and view a statement on a Nominated Account;
- o. View images of cheques written on a Nominated Account (where there is a chequing facility attached to that Nominated Account);
- p. View and Modify Business TD Direct Accounts
- q. Order a cheque book for a Nominated Account (where there is a chequing facility attached to that Nominated Account);
- r. Stop a cheque drawn on a Nominated Account (we must receive the stop cheque request before the cheque is paid). The fee payable for this service is set out in our "Your Guide to Banking Fees" brochure;
- s. Order a statement of interest for taxation purposes;
- t. Add new Users to Online Business Banking, as well as set up and manage each Administrator User's and Employee User's User Privileges Profile;
- u. View a record of summary information about each User's activity within Online Business Banking;
- v. Issue a Secure Password to Administrator Users and Employee Users, change a Secure Password for an Administrator User or Employee User and, allow Administrator Users and Employee Users to change their own Secure Passwords at any time;
- w. Set up nicknames to identify Nominated Account(s);
- x. Create and modify groups of Nominated Accounts; and
- y. Send emails to, or receive emails from, staff within Bankwest.

3.4 We will advise you from time to time of other transactions that you can perform using Online Business Banking.

## **4 Access to Online Business Banking**

- 4.1 Subject to clause 4.2, a User's access to Online Business Banking is subject to the terms of their User Privileges Profile and, in particular, the Nominated Accounts and Specialist Accounts they are authorised to access. For each access, Administrator Users and Employee Users must enter into the Online Business Banking system their PAN and Secure Password. For each access, Master Users must enter into the Online Business Banking system their PAN and Password. To effect an Instruction for a Payment, Recurring Payment, Direct Debit, or open and manage Business TD Direct accounts, each Master User must again enter the Password.
- 4.2 If a Nominated Account only requires one named signatory to effect transactions in respect of it, an Instruction for a Payment or Direct Debit from or to the account via Online Business Banking must be given by a person who is a Master User in respect of that account. If a Nominated Account requires more than one signatory to effect transactions in respect of it, an Instruction for a Payment or Direct Debit by Online Business Banking must be given:
- a. By any one person who is a Master User in respect of that account, if transactions in respect of the account can be effected on the instructions of any one signatory; or
  - b. Jointly by two Master Users in respect of the account, if transactions in respect of the account can only be effected on the instructions of any two signatories jointly.
- 4.3 Payments or Direct Debits from or to any Nominated Account via Online Business Banking will be subject to the Transaction Limits and, as relevant, the Daily Payment Limit or the Direct Debit Limit.
- 4.4 You agree that Bankwest may, acting reasonably, delay acting upon an Instruction or ask for more information before acting on an Instruction.
- 4.5 Where Bankwest receives Instructions for more than one Payment in respect of a Nominated Account, you agree that in the absence of specific instructions from you, Bankwest will determine the order of priority in which the Payments are made.

- 4.6 You agree that any person who enters the correct PAN, Secure Password (if applicable) and Password (if applicable) in accordance with this clause 4 will be allowed access to relevant Nominated Accounts and Specialist Accounts and that subject to these Terms, Bankwest is authorised to act on the Instruction given by that person, on the basis that we have a reasonable belief that the Instruction has been authorised by you.
- 4.7 Nothing in this section affects access by Bankwest staff to Online Business Banking or access by Bankwest staff, on your behalf, to a Nominated Account, where duly authorised in writing by a Master User in respect of that account in the manner prescribed by Bankwest. For the purposes of these Terms, a Payment or Direct Debit effected by Bankwest staff in accordance with such an "on behalf of" Payment or Direct Debit authority will be treated as if it were an Instruction for a Payment or Direct Debit.

## 5 Security Guidelines

Clause 5 contains guidelines that should be followed to guard against unauthorised use of Codes, Secure Passwords and Online Business Banking. These guidelines provide examples only of security measures and will not determine your liability for losses resulting from Unauthorised Transactions. Liability for Unauthorised Transactions will be determined in accordance with clause 14 and, if the ePayments Code is applicable, also by that code.

- 5.1 It is your responsibility to ensure that you take all reasonable steps to protect the security of your computer hardware and software. This includes, but is not limited to:
- a. Ensuring that the computer of any User is free of viruses before Online Business Banking is accessed;
  - b. Ensuring that the computer of any User is not left unattended during an active Online Business Banking session; and
  - c. Ensuring that the computer of any User is free from any form of recording program or mechanism that records the Secure Password or Password (as relevant).

- 5.2 You must also ensure that all PINs, Token Codes, Security Tokens and Secure Passwords (as relevant) are kept secure to prevent any unauthorised use. Particular care should be taken to ensure the security of Codes. PINs must never be allowed to be known and Security Tokens must never be provided to or allowed to be seen by anyone other than the relevant Master User.

Some security measures may include, but are not limited to, ensuring that:

- a. each User only logs on to Online Business Banking via our website at [bankwest.com.au](http://bankwest.com.au);
- b. each User does not tell or show their Secure Password, PIN, Security Token or Token Code (as relevant) to another person or allow them to be seen by another person (including Bankwest employees, family or friends);
- c. each User does not keep a record of any Secure Password, PIN or Token Code (as relevant) in a way which might be determined by any other person and, in particular, does not record them together with information in respect of any Nominated Account or Specialist Account;
- d. each Administrator User and Employee User changes his or her Secure Password the first time it is used to access Online Business Banking and at frequent intervals thereafter;
- e. where a change is made to a Secure Password, the numeric part of the Secure Password does not represent the relevant User's birth date, the alphabetic part of the Secure Password is not a recognisable part of the relevant User's name and the Secure Password cannot otherwise be easily identified – for example, it must not have an obvious pattern (such as 1111111a, 123456789a, abcdefghi1) or connection with the User (such as the User's telephone number, car registration, post code or the personal identification number the User may use with an ATM card);
- f. each Master User never leaves a Security Token unattended; and
- g. you maintain an up to date anti-virus software and firewall protection, to ensure your system cannot be compromised by hackers or computer viruses.

## 6 Payments

- 6.1 In the absence of any arrangements between you and Bankwest, you can only give an Instruction for a Payment up to the available balance of your selected Nominated Account including the unused portion of any credit limit relating to that account. The aggregation of any available balances or credit limits of other Nominated Accounts is not possible in determining the available balance or credit limit for the selected Nominated Account. If a Payment made in accordance with an Instruction overdraws a Nominated Account you must immediately repay the amount overdrawn.
- 6.2 To effect an Instruction for a Payment you must provide us with a Payment Template including a description of the transaction and the following information in respect of the account to which funds are to be transferred:
- The account type;
  - The account name;
  - The BSB number; and
  - The account number.
- 6.3 Unless otherwise required by law or a code we have committed to comply with, you acknowledge that we shall not be obliged to effect a Payment if:
- You do not provide us with all the information we ask for, including the Nominated Account from which the Payment is to be made, the amount to be paid and the information required by clause 6.2;
  - Any of the information you give us is incomplete or inaccurate;
  - There is a technical failure which prevents us from processing the Payment;
  - The available balance of the Nominated Account from which the Payment is to be made is insufficient to cover the Payment;
  - A hold has been placed on the Nominated Account from which the Payment is to be made; or
  - A Master User has not authorised the Payment.
- 6.4 You may only instruct us to make Payments up to your Daily Payment Limit.

- 6.5 An Instruction for a Payment given on a Business Day after the Payment Cut-off Time may not be processed until the next Business Day.
- 6.6 When the Nominated Account from which the Payment is to be made is a credit card account, we will treat that Payment as a credit card cash advance.
- 6.7 You can request a Payment to be made on a date up to 3 years into the future. If the date stipulated is not a Business Day, or is a non-existent day (for example, a Payment is scheduled for the 31st each month in months where there are only 28, 29 or 30 days), we will make the Payment on the next Business Day. However, we will only make the Payment if the available balance of the Nominated Account from which the Payment is to be made is sufficient to cover the Payment on the date you have stipulated for the Payment to be made or, if that date is not a Business Day, on the next Business Day. In the event that the available balance of the Nominated Account is insufficient on the relevant date, you will need to re-submit your Instruction for the Payment.
- 6.8 You can request that a Recurring Payment be made from a Nominated Account on a daily, weekly, fortnightly, monthly, quarterly, half-yearly or yearly basis. In the event that the available balance of the Nominated Account is insufficient to cover a Payment on the relevant date, you will need to re-submit an Instruction for the Payment.
- 6.9 You may alter or cancel a Recurring Payment or future-dated Instruction for a Payment before the stipulated date for the Payment provided your Instruction to do so is given to us prior to 12 midnight WST, the Business Day immediately prior to the stipulated date.
- 6.10 Subject to clause 6.9, you cannot stop a Payment once you have instructed us to make it. However, we will use our best endeavours to assist you in tracing and stopping a Payment if requested.

6.11 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a Payment via Online Business Banking and you later discover that:

- The amount you told us to pay was greater than the amount you intended to pay, you must tell us by calling the Bankwest Business Customer Support Team on 13 7000 (for available times search "contact us" at bankwest.com.au) or Bankwest Customer Help Centre on 13 17 19 or by calling into your nearest Bankwest Branch and you should also contact the third party to whom the Payment was made to seek a refund of the excess; or
- The amount you told us to pay was less than the amount you needed to pay, you can make another Payment for the difference between the amount actually paid and the amount you intended to pay.

6.12 A Payment will usually be treated as received by the person to whom it was directed:

- a. On the date you instructed us to make it, if we receive your Instruction before the Payment Cut-off Time on a Business Day; or
- b. On the next Business Day after you instruct us to make it.

Notwithstanding this, a delay may occur in processing a Payment because of the action or inaction of another financial institution or non-Bankwest-branded division.

6.13 If we are advised that your Payment cannot be processed by another financial institution or non-Bankwest-branded division, we will:

- Advise you of this; and
- Credit your account with the amount of the Payment.

6.14 If a Payment (not being an Unauthorised Transaction) is made to a person or for an amount which is not in accordance with the terms of an Instruction given by a Master User, and a Nominated Account is debited for that Payment, we will credit the amount to the Nominated Account.

6.15 Mistakes as to the account to which a Pay AnyBody payment is made

- a. Under the ePayments Code, there are certain processes regarding Mistaken Internet Payments that we and many other ADIs have adopted. They do not apply to transactions where the Pay Anybody service used is a service designed primarily for use by a business and established primarily for business purposes. These processes (which we agree to follow) are set out below. Subject to your rights at law and to the extent not caused by our negligence, fraud, or wilful misconduct or that of our agents, we will not otherwise have liability to you for Mistaken Internet Payments under this clause.
- b. Overview
  - i. You must report a Mistaken Internet Payment as soon as possible. For how to report a Mistaken Internet Payment, see clause 6.15(c).
  - ii. We will acknowledge each report you make and investigate whether a Mistaken Internet Payment has been made.
  - iii. If the relevant payment has been made to a Bankwest - or CBA-branded Eligible Recipient Account, but we don't agree that it was a Mistaken Internet Payment, we may (but are not obliged to) ask the consent of the recipient to return the funds to you. If consent is given, we will return the funds to you as soon as practicable.
  - iv. If a Mistaken Internet Payment has been made to a Bankwest - or CBA- branded Eligible Recipient Account held with us, we will return to you any funds we retrieve from the recipient. The process setting out how we retrieve Mistaken Internet Payments from the unintended recipient is set out in sub-clause 6.15(d).
  - v. If a Mistaken Internet Payment has been made to an Eligible Recipient Account held with another ADI, we will return to you any funds the Receiving ADI provides to us as soon as practicable. The process setting out how we retrieve Mistaken Internet Payments from a Receiving ADI is set out below in sub-clause 6.15(e).

- vi. Generally, we will return funds to you by crediting the account from which the Mistaken Internet Payment was made. If you no longer have an account with us, or if it is not practicable to credit returned funds to that account, we will return funds to you by some other means.
- vii. You may not retrieve the full value of your payment if:
  - A. we or the Receiving ADI do not think that a Mistaken Internet Payment has occurred (including because the payment you made was not to an Eligible Recipient Account); or
  - B. we or the Receiving ADI do not retrieve the full value of a Mistaken Internet Payment from the unintended recipient.
- viii. In any case, we will inform you of the outcome of your report of a Mistaken Internet Payment within 30 Business Days of you making it.
- ix. If you are not satisfied with how your report has been handled (by us or the Receiving ADI) or the outcome of your report, you can lodge a complaint with us. See clause 18 regarding how to lodge a complaint and how we will handle that complaint.
- c. You may report a Mistaken Internet Payment by:
  - i. telephoning our Customer Help Centre on 13 17 19;
  - ii. if you are overseas, telephoning us on +61 8 9486 4130. (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator)
  - iii. logging on to our website ([bankwest.com.au](http://bankwest.com.au)) and following the procedures it sets out for reporting a Mistaken Internet Payment;
  - iv. calling into any of our Bankwest Branches; or
  - v. writing to us at the address shown on the nominated account statement containing the suspected error.

We will advise you of the steps you must take so we can investigate the matter. You must give us full details of the transaction you are querying.

In order for us to investigate the payment, you must complete a Mistaken Internet Payment form and you should do so promptly. This form can be obtained from any Bankwest Branch, our website or by telephoning our Customer Help Centre on 13 17 19. We will contact you if we require further information, and you must supply this information within 10 Business Days.

- d. This sub-clause 6.15(d) applies if we have determined that a Mistaken Internet Payment has been made to a Bankwest- or CBA-branded Eligible Recipient Account.
  - i. Despite paragraphs 6.15(d)(ii) and 6.15(d)(iii) below, if the unintended recipient is receiving Services Australia income support payments or Department of Veterans' Affairs payments, we will recover the funds from the unintended recipient in accordance with the *Code of Operation: Recovery of debts from customers nominated bank accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments*.
  - ii. If the account into which the Mistaken Internet Payment was made does not have sufficient credit funds to return the full value of the payment, we (or CBA, as relevant) may debit the unintended recipient account for a partial or full amount of the Mistaken Internet Payment in accordance with the process and relevant timeframes described in 6.15(d)(iii) below. If we (or CBA, as relevant) choose to retrieve the full value of the funds from the unintended recipient account, we (or CBA, as relevant) will use reasonable endeavours to do so.
  - iii. If the account into which the Mistaken Internet Payment was made has sufficient credit funds to cover the full value of the payment, the following applies:

- A. If you have reported the Mistaken Internet Payment within 10 Business Days after the payment is made, we will return the funds to you. We will do this within 5 Business Days of determining that the payment is a Mistaken Internet Payment if practicable, although we may reasonably delay the payment up to a maximum of 10 Business Days.
  - B. If you have reported the Mistaken Internet Payment between 10 Business Days and 7 months after the payment is made, we will give the unintended recipient 10 Business Days to establish that they are entitled to the funds. If they do not establish this, we will return the funds to you within 2 Business Days after the expiry of that period.
  - C. If you have reported the Mistaken Internet Payment more than 7 months after the payment is made and the unintended recipient's account has sufficient credit funds, we will ask the recipient if they agree to the return of the funds to you. If they agree, we will return the funds to you as soon as practicable.
- e. If we have determined that a Mistaken Internet Payment has been made to an Eligible Recipient Account that is not a Bankwest- or CBA-branded account, we will follow the ePayments Code process to attempt to retrieve your funds. This process is set out below.
- i. We will send the Receiving ADI a request for the return of the funds. The Receiving ADI is required to acknowledge this request within 5 Business Days and let us know whether there are sufficient credit funds in the unintended recipient's account to cover the payment.
  - ii. Despite paragraphs 6.15(e)(iii) and 6.15(e)(iv) below, if the unintended recipient is receiving Services Australia income support payments or Department of Veterans' Affairs payments, the Receiving ADI must recover the funds from the unintended recipient in accordance with the *Code of Operation: Recovery of debts from customer nominated bank accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments*.

- iii. If the account into which the Mistaken Internet Payment was made does not have sufficient credit funds to return the full value of the payment, and the Receiving ADI agrees that a Mistaken Internet Payment has been made, the Receiving ADI may debit the unintended recipient account for a partial or full amount of the Mistaken Internet Payment in accordance with the process and relevant timeframes described in 6.15(e)(iv) below. If the Receiving ADI chooses to retrieve the full value of the funds from the unintended recipient account, they must use reasonable endeavours to retrieve the funds from the recipient for return to you.
- iv. If the account into which the Mistaken Internet Payment was made has sufficient credit funds to cover the payment, the following applies:
  - A. If you have reported the Mistaken Internet Payment within 10 Business Days after the payment is made and the Receiving ADI agrees that a Mistaken Internet Payment has occurred, the Receiving ADI is required to return the funds to us within 5 Business Days of receiving our request if practicable, although the Receiving ADI may reasonably delay the payment up to a maximum of 10 Business Days.
  - B. If you have reported the Mistaken Internet Payment between 10 Business Days and 7 months after the payment is made, the Receiving ADI has 10 Business Days to investigate whether the payment is a Mistaken Internet Payment. If the Receiving ADI agrees that a Mistaken Internet Payment has occurred, it will give the unintended recipient 10 Business Days to establish that they are entitled to the funds. If they do not establish this, the Receiving ADI must return the funds to us within 2 Business Days after the expiry of that period.
  - C. If you have reported the Mistaken Internet Payment more than 7 months after the payment is made, and the Receiving ADI agrees that a Mistaken Internet Payment has occurred, the Receiving ADI must ask the unintended recipient if they agree to the return of the funds.

- v. If the Receiving ADI doesn't agree that a Mistaken Internet Payment has occurred, it may (but are not obliged to) ask the consent of the recipient to return the funds.
- vi. If the recipient agrees to the return of the funds, the Receiving ADI must return the funds to us.

6.16 This Product Disclosure Statement does not govern International transfers made using Bankwest Online Business Banking. Instead, such International transfers are governed by the clauses relating to International transfers (including clause 4.13) of the Bankwest Account Access Conditions of Use. International transfers made using Bankwest Online Business Banking are also subject to the fees and charges set out in the Bankwest Your Guide to Banking Fees brochure.

## **7 BPAY Payments**

- 7.1 A BPAY payment is a Payment for the purposes of the Terms but, if there is any inconsistency between the provisions of clause 7 and the Terms, clause 7 prevails to the extent of that inconsistency.
- 7.2 You may use Online Business Banking to make a BPAY payment to Billers under the BPAY scheme. Bills that may be paid through the scheme display the BPAY logo and Biller reference details. The bill will also record the type of accounts the Biller will accept payment from (eg. cheque, savings or credit card).
- 7.3 When you tell us to make a BPAY payment, you must give us the information specified in clause 7.4 below. We will then debit your Nominated Account with the amount of that BPAY payment.
- 7.4 The following information must be given to us to make a BPAY payment:
  - a. The Biller code;
  - b. The Biller customer reference number;
  - c. The amount to pay;
  - d. A date if the BPAY payment is to be postdated; and
  - e. The Nominated Account to be debited for the payment.

- 7.5 We shall not be obliged to effect an Instruction to make a BPAY payment if the information is incomplete and/or inaccurate, or the available balance of the account to be debited is insufficient to cover the BPAY payment.
- 7.6 When a credit card account is nominated to pay a bill through the BPAY scheme, we will treat that payment as a credit card purchase transaction.
- 7.7 Except for postdated payments (clause 7.13) we will not accept an order to stop a BPAY payment once we have been instructed to make the BPAY payment.
- 7.8 Generally, a BPAY payment will be treated as received by the Biller to whom it is directed:
- a. On the date we are told to make that BPAY payment, if we receive the Instruction before our BPAY payment cut-off time on a BPAY business day; or
  - b. On the next BPAY business day, if we receive the Instruction after our BPAY payment cut-off time on a BPAY business day, or on a non-BPAY business day.
- 7.9 A delay may occur in processing a BPAY payment where:
- a. There is a public or bank holiday on the day after we are told to make a BPAY payment; or
  - b. A Biller, or another financial institution or non-Bankwest-branded division participating in the BPAY scheme, does not comply with its obligations under the BPAY scheme.
- While it is expected that any such delay will not continue for more than one BPAY business day, it may continue for a longer period.
- 7.10 Users must be careful to tell us the correct amount to be paid to a Biller. If the amount we were instructed to pay was greater than the amount intended the Biller should be contacted to obtain a refund of the excess. If the amount we were instructed to pay was less than the amount needed to be paid, another BPAY payment should be made for the difference between the amount actually paid to a Biller and the amount needed to be paid.

- 7.11 If we are advised that a BPAY payment cannot be processed by a Biller, we will:
- Advise you of this; and
  - Credit your account with the amount of the BPAY payment.
- 7.12 You should carefully check your Nominated Accounts and promptly report to us, as soon as you become aware of them, any BPAY payments that you think are errors or are BPAY payments that you did not authorise.
- 7.13 Postdated BPAY payments
- A BPAY payment may be requested for a date up to 3 years into the future. If the date stipulated is not a Business Day, or is a non-existent day (for example, a BPAY payment is scheduled for the 31st of each month in months where there are only 28, 29 or 30 days), we will make the BPAY payment on the next Business Day. We will only make the BPAY payment if the available balance of the Nominated Account from which the BPAY payment is to be made is sufficient to cover the BPAY payment on the date stipulated for the payment to be made or, if that date is not a BPAY business day, on the next BPAY business day. In the event that the available balance is insufficient to cover the BPAY payment, it will be necessary to re-submit the BPAY payment Instruction.
  - A future-dated BPAY payment Instruction may be altered or cancelled before its stipulated date for payment provided the Instruction to alter or cancel the payment is given before the BPAY payment cut-off time the BPAY business day immediately prior to the stipulated date.
- 7.14 We may charge a fee to correct errors on your Nominated Accounts due to incorrect BPAY Instructions.
- 7.15 You acknowledge that the receipt by a Biller of a mistaken or erroneous BPAY payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.
- 7.16 Your liability for unauthorised and fraudulent BPAY payments will be determined in accordance with clause 14.

#### 7.17 Liability for mistaken BPAY payments

If a BPAY payment (not being an Unauthorised Transaction) is made to a person or for an amount, which is not in accordance with the terms of the Instruction given to us and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you are responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it within 20 BPAY business days of us attempting to do so; you must pay us that amount.

#### 7.18 Disputed BPAY Payments

Disputes in relation to unauthorised, fraudulent or wrong BPAY payments will be handled in accordance with clause 18. When the Nominated Account from which the BPAY payment is to be made is a credit card account, no chargeback rights under credit card scheme rules are available in respect of the BPAY payment.

#### 7.19 Biller consent

If you tell us that a BPAY payment made from your account is unauthorised, you must give us your written consent addressed to the Biller who received that BPAY payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.

#### 7.20 Consequential damage and indemnity

Subject to clause 14 and, if relevant, the ePayments Code:

- a. We are not liable for any consequential loss or damage you may suffer as a result of using the BPAY scheme, other than due to any loss or damage you suffer due to our negligence or that of our employees or agents, or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent; and

- b. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
  - i. Did not observe any of your obligations under this clause 7; or
  - ii. Acted negligently or fraudulently.

## 8 Direct Debits

- 8.1 You can only give an Instruction for a Direct Debit if:
  - a. We have agreed to allow you to use Online Business Banking to give Instructions for Direct Debits;
  - b. You have entered into a **Debit User Indemnity Agreement** with us and you act in accordance with it;
  - c. You hold a current and valid **Direct Debit Request** from each third party from whose account funds are to be transferred and you act in accordance with it;
  - d. You have entered into a binding **Direct Debit Request Service Agreement** with each such third party; and
  - e. You are legally entitled, as between you and the third party, to give the Instruction for the Direct Debit.
- 8.2 To effect an Instruction for a Direct Debit you must provide us with the following information in respect of the account from which funds are to be transferred:
  - The account name;
  - The BSB number; and
  - The account number.
- 8.3 Unless otherwise required by law or a code we have committed to comply with, you acknowledge that we shall not be obliged to effect a Direct Debit if:
  - You do not provide us with all the information we ask for, including the Nominated Account to which the Direct Debit is to be credited, the amount to be debited and the information required by clause 9.2;
  - Any of the information you give us is incomplete or inaccurate;

- There is a technical failure which prevents us from processing the Direct Debit;
  - The available balance of the account sought to be debited is insufficient to cover the Direct Debit; or
  - A Master User has not authorised the Direct Debit.
- 8.4 You may only instruct us to make Direct Debits up to your Direct Debit Limit.
- 8.5 An Instruction for a Direct Debit given on a non-Business Day or after the Payment Cut-off Time on a Business Day may not be processed until the next Business Day.
- 8.6 You may alter or cancel an Instruction for a Direct Debit before the stipulated date for the Direct Debit provided your Instruction to do so is given to us prior to 12 midnight WST, the Business Day immediately prior to the stipulated date.
- 8.7 Subject to clause 9.6, you may not be able to stop a Direct Debit once you have instructed us to make it. However, we will use our best endeavours to assist you in tracing and stopping a Direct Debit if requested.
- 8.8 You must be careful to ensure that you tell us the correct amount to be debited. If you instruct us to effect a Direct Debit via Online Business Banking and you later discover that:
- The amount you told us to debit was greater than the amount you intended to debit, you must tell us by calling the Bankwest Business Customer Support Team on 13 7000 (for available times search "contact us" at [bankwest.com.au](http://bankwest.com.au)) or Bankwest Customer Help Centre on 13 17 19 or by calling into your nearest Bankwest Branch and you should also contact the third party whose account was debited and take steps to provide a refund of the excess; or
  - The amount you told us to debit was less than the amount you needed to debit, you can give another Instruction for the difference between the amount actually debited and the amount you intended to debit.

- 8.9 A Direct Debit will usually be credited to you:
- a. On the date you instructed us to process it, if we receive your Instruction before the Payment Cut-off Time on a Business Day; or
  - b. On the next Business Day after you instruct us to make it.

Notwithstanding this, a delay may occur in processing a Direct Debit because of the action or inaction of another financial institution or non-Bankwest-branded division.

- 8.10 We will promptly notify you if we are advised that your Direct Debit cannot be processed by another financial institution or non-Bankwest-branded division.
- 8.11 Where we have acted on your Instruction for a Direct Debit and your Nominated Account has been credited with the amount of the Direct Debit and either:
- a. It is found that you did not hold a current and valid Direct Debit Request from the third party whose account was debited; or
  - b. That third party, through their financial institution, rejects the Direct Debit,

we will debit your Nominated Account with the amount of the Direct Debit.

- 8.12 If a dispute arises between you and us in relation to a Direct Debit, our respective liabilities are to be determined by the terms of the Debit User Indemnity Agreement and by the terms of the procedures issued by the Australian Payments Clearing Association Limited from time to time governing participation in the "Bulk Electronic Clearing System (CS2)". Neither clause 14 of the Terms, nor the ePayments Code applies to or in relation to an Instruction for a Direct Debit.

## 9 Suspicion of a Security Breach

- 9.1 If you suspect that a person other than the relevant Master User has become aware of the relevant Master User's PIN or Token Code or gained access to a Security Token, or that any person (including a User) has gained unauthorised access to Online Business Banking, you must immediately report the matter to us by calling Bankwest Business Customer Support Team on 13 7000 (for available times search "contact us" at bankwest.com.au) or the Bankwest Customer Help Centre on 13 17 19 or by calling into your nearest Bankwest Branch and you must immediately ensure that the relevant PAN is suspended, or that the PIN is changed and/or the Security Token is deactivated (as relevant).
- 9.2 If you suspect any person has become aware of a PIN or Secure Password, or that any person (including a User) has gained unauthorised access to Online Business Banking, you must immediately report the matter to us by calling Bankwest Business Customer Support Team on 13 7000 (for available times search "contact us" at bankwest.com.au) or the Bankwest Customer Help Centre on 13 17 19 or by calling into your nearest Bankwest Branch and you must immediately ensure that the relevant PAN is suspended, or that the PIN is changed and/or the Security Token is deactivated (as relevant).
- 9.3 If you or a Master User is unable to contact us because our telephone facilities are unavailable, you will not be liable for any losses from Unauthorised Transactions which are caused by the lack of notification provided that you or the Master User notify us within a reasonable time when another means of telling us becomes available (for example by visiting or telephoning one of our Customer Services Centres when it is open). Please note, losses may not be "caused" by a lack of notification if they could have been avoided by immediately changing the relevant Secure Password and/or PIN and this is not done.
- 9.4 Please note that a Mistaken Internet Payment is not the same as a Security Breach or unauthorised access. For Mistaken Internet Payments, refer to clause 6.15.

## **10 Withdrawal of Authority of a Master User, an Administrator User or an Employee User**

- 10.1 If you wish to withdraw the authority of any Master User to access any Nominated Account or Specialist Account, for example should a Master User no longer be an authorised signatory of a Nominated Account or Specialist Account or cease to be employed by you, you should notify us immediately to cancel the Master User's access. Subject to clause 14 of these Terms and, if applicable, the ePayments Code, you agree that you will be responsible for all Instructions given to us in accordance with these Terms and which are authorised by the Master User(s) prior to any such notification including any post-dated Instructions for Payments or Direct Debits and that, if you wish to do so, it is your responsibility to seek to cancel any post-dated Instruction for a Payment or Direct Debit which was given by a Master User prior to the withdrawal of his or her authority.
- 10.2 If you wish to withdraw the authority of any Administrator User or Employee User to access any Nominated Account or Specialist Account, you should immediately delete that Administrator User's or Employee User's access to Online Business Banking and ask us to cancel the PAN for that Administrator User or Employee User (for example, should an Administrator User or Employee User cease to be employed by you).

## **11 Records and statements**

- 11.1 You must carefully and promptly check records and statements for Nominated Accounts when you receive them. If you believe that there has been a mistake in any transaction using Online Business Banking, or an Unauthorised Transaction, you must follow the steps outlined in clause 18.1
- 11.2 The terms and conditions of your Nominated Account will set out how often you are issued with statements of account. You may order a copy of a statement of account at any time.

- 11.3 Online Business Banking allows you to add “Alerts” that contain criteria specified by you. We will endeavour to ensure that these Alerts are generated as accurately as possible, however, we cannot guarantee that every Alert will be triggered as required.
- 11.4 Online Business Banking allows you to add “Reminders” that contain information specified by you. We will endeavour to ensure that these Reminders are generated as accurately as possible, however, we cannot guarantee that every Reminder will be triggered as required.

## **12 Availability of Online Business Banking**

- 12.1 You may not be able to access Online Business Banking from some parts of Australia or overseas.
- 12.2 You may not be able to access Online Business Banking from all computers or small screen devices due to hardware or software restrictions, connection limitations, the capacity of your Internet service provider, availability of a connection via your mobile telephone provider/carrier or for other reasons outside our control.
- 12.3 We will try (without any legal obligation) to provide Online Business Banking on a 24-hour continuous basis. However, circumstances may not always make this possible, such as, but not limited to, the quality of telephone lines, the type of telephone or telephone exchange or during periods of scheduled maintenance.
- 12.4 If you cannot access Online Business Banking please telephone the Bankwest Business Customer Support Team on 13 7000 (for available times search "contact us" at [bankwest.com.au](http://bankwest.com.au)).
- 12.5 Should Online Business Banking not be available you should ensure that you have contingency plans in place to effect transactions and obtain account information.

## 13 Liability for Unauthorised Transactions

13.1 Subject to clauses 14.2, 14.3 and 14.4, you are liable for losses resulting from an Unauthorised Transaction before we are notified in accordance with clause 10 of these Terms of any unauthorised use of Codes, or other unauthorised access to Online Business Banking.

However, you will not be liable for:

- That portion of the losses incurred on any one Business Day which exceeds the Daily Payment Limit;
- That portion of the losses incurred in a period that exceed the Transaction Limit applicable to that period;
- That portion of the total losses incurred on any Nominated Account(s) that exceeds the available balance of that Nominated Account(s) (including any pre-arranged credit); or
- All losses incurred on any accounts that are not Eligible Accounts.

13.2 You are not liable for losses resulting from an Unauthorised Transaction:

- a. Caused by the fraudulent or negligent conduct of any of our employees or agents or companies or person involved in the Online Business Banking network (or by their employees or agents);
- b. Relating to a forged, faulty, expired or cancelled PAN, Password, PIN or Security Token (as relevant);
- c. Caused by the same Payment being incorrectly debited more than once to the same Nominated Account;
- d. Resulting from unauthorised use of a Security Token or a Password (as relevant) before the Master User has received it;
- e. Resulting from Unauthorised Transactions that take place after we are notified in accordance with clause 10 of these Terms that a Master User's (s') Code has been breached;
- f. That would exceed the amount of your liability to us had we exercised our rights (if any) under a credit card scheme against other parties to that scheme; or
- g. Where it is clear that the Master User has not contributed to the loss.

- 13.3 Where the ePayments Code applies to an Instruction and we prove on the balance of probabilities that a Master User contributed to the losses resulting from an Unauthorised Transaction:
- a. Through the Master User's fraud;
  - b. Through the Master User voluntarily disclosing all of his/her Codes to someone else (including his/her family member) or if we prove on the balance of probabilities the Master User only voluntarily discloses one or more of the Codes but not all of the Codes and we also prove on the balance of probabilities this voluntary disclosure was, nevertheless, the Dominant Contributing Cause of the Losses;
  - c. By keeping a record of his/her PIN and Token Code (without making any reasonable attempt to protect the security of these records) on the one article (such as his/her computer terminal or desk) or on several articles which are liable for loss or theft simultaneously and leaves the Security Token unattended in the same place, or if we prove on the balance of probabilities the Master User only keeps a record of one or more of the Codes and/or leaves the Security Token unattended in contravention of this clause and we also prove on the balance of probabilities that this contravention was, nevertheless, the Dominant Contributing Cause of the Losses;
  - d. By acting with extreme carelessness in failing to protect the security of all of the Master User's Codes; or
  - e. By unreasonably delaying telling us after becoming aware the security of all his/her Codes has been breached;

you will be liable for the actual losses which occur before we are told about the breach of security of the Master User's Codes or Master User's fraud. However, in cases where only 14.3(e) applies, you will be only liable for the actual losses which occur between when the Master User became aware that his/her Codes had been breached and when we were actually notified of that breach.

However, in all cases you will not be liable for:

- That portion of the losses incurred on any one Business Day which exceeds the Daily Payment Limit;

- That portion of the losses incurred in a period that exceed the Transaction Limit applicable to that period;
- That portion of the total losses incurred on any Nominated Account(s) that exceeds the available balance of that Nominated Account(s) (including any pre-arranged credit); or
- All losses incurred on any accounts that are not Eligible Accounts.

13.4 Where the ePayments Code applies to an Instruction, if a Code is required to perform the Unauthorised Transaction and clause 14.3 does not apply, your liability for loss arising from the Unauthorised Transaction, if the loss occurs before we are notified the security of the Codes have been breached, is the lesser of:

- \$150;
- The available balance of those Nominated Account(s) (including any pre-arranged credit) from which value was transferred in the Unauthorised Transaction; or
- The actual loss at the time we are notified the security of a Master User's Codes have been breached (excluding that portion of the losses incurred on any one Business Day that exceeds the Daily Payment Limit and excluding that portion of the losses incurred in a period that exceeds the Transaction Limit applicable to that period).

13.5 Nothing in this document shall be taken to exclude liability which may not be excluded under the Australian Consumer Law. However, to the extent permitted under the Australian Consumer Law and except as otherwise specified in this document, in relation to any loss you have suffered:

- a. our liability is limited to the cost of providing the relevant services again; and
- b. we have no liability for any indirect, special or consequential loss (including loss of profits, actual or anticipated revenue).

For the purposes of this clause, 'Australian Consumer Law' means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any corresponding state based fair trading legislation.

- 13.6 Subject to clauses 14.3 and 14.4 and to the extent permitted by law:
- a. We agree to accept responsibility for losses caused by the failure of Bank Equipment or the Bank System to complete a transaction accepted by the Bank Equipment or Bank System in accordance with the Master User's Instructions if the Instruction is one to which the ePayments Code applies but not otherwise. However, if the Master User was or should have been aware that the Bank Equipment or Bank System was unavailable for use or malfunctioning then our liability is limited to correcting any errors in the Eligible Account and the refund of any charges or fees imposed on you as a result;
  - b. We will not be liable to you for, or in connection with, the failure of Online Business Banking to perform in whole or in part, any function which we specify it will perform due to a failure caused by your computer system or other equipment owned or controlled by you;
  - c. We will not be liable to you for delays or errors in the execution of any Instruction due to the failure caused by your computer system including other equipment owned or controlled by you or by you giving us incorrect details about your Nominated Account or Payment Instructions;
  - d. We will not be liable in respect of any refusal by another person to accept a Payment or Direct Debit; and
  - e. You will be liable for, and agree to indemnify us against, any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
    - i. Did not observe any of your obligations under these Terms; or
    - ii. Acted negligently or fraudulently in connection with this agreement.

## 14 Fees and Charges

- 14.1 If you use Online Business Banking to effect a transaction in respect of a Nominated Account, you may incur fees and/or government charges on the Nominated Account you access in accordance with the terms and conditions applicable to that account. Fees and charges specific to Online Business Banking are set out in the Product Schedule. Information on our fees and charges is also available on request by telephoning the Bankwest Business Customer Support Team on 13 7000.
- 14.2 You agree to pay any fee or charge imposed in accordance with these Terms and authorise us to debit its amount to the Nominated Account you access with Online Business Banking or such other account as we may ask you to stipulate for that purpose.
- 14.3 Subject to clause 14 of these Terms and any applicable law or code of conduct, you agree to pay us all costs, fees, expenses and duties including all legal costs that arise if you do not comply with these Terms.
- 14.4 As Online Business Banking operates in an online environment, there may be circumstances in which the delivery and viewing of requested pages cannot be guaranteed. Due to the set-up of the Online Business Banking system, fees will be charged to your Nominated Account at the time your request is submitted to Bankwest. However, subject to Bankwest being satisfied that the relevant pages were not delivered to you, we will refund all fees charged to your Nominated Account.

## 15 Termination

- 15.1 You may terminate your access to Online Business Banking only by calling your Bankwest Business Manager or by completing a "Request to Close Facility" form and forwarding it to your Bankwest Business Manager.
- 15.2 You may request us to suspend your access to Online Business Banking by contacting your Bankwest Business Manager during business hours or the Bankwest Business Customer Support Team on 13 7000 (for available times search "contact us" at [bankwest.com.au](http://bankwest.com.au)).
- 15.3 We may suspend your access to Online Business Banking at any time with or without notice if, in our reasonable opinion, we consider a security issue has arisen, that requires further investigation.
- 15.4 We may terminate your Online Business Banking access at any time by writing to you at the address that you last provided us for Online Business Banking.
- 15.5 We may make Payments or Direct Debits for which you have given Instructions and which are scheduled to be made after your use of Online Business Banking is terminated unless you cancel the Instructions prior to termination.

## 16 Changes

- 16.1 We may at any time change these Terms to:
  - a. Impose or increase fees or charges relating solely to the use of Online Business Banking;
  - b. Increase your liability for losses relating to an Online Business Banking transaction (subject to the ePayments Code, if applicable); or
  - c. Impose, remove or adjust a daily transaction limit or other periodic transaction limit (such as the Daily Payment Limit) applying to the use of Online Business Banking or a Nominated Account;

but we will give you notice of the change at least 30 days before the change takes effect by advertisement in the national or local media or by writing to you.

16.2 We can make any other change to these Terms at any time. Circumstances where we may make changes to the terms and conditions include but are not limited to those where there are:

- a. changes to the cost of providing the account or Online Business Banking to you;
- b. changes in legal or other regulatory requirements affecting us;
- c. changes in any system or product development or enhancement.

If you consider that you will be adversely affected by changes notified to you under this clause, you may close the account by written notice to us.

16.3 We will give you notice of other changes to these Terms by advertisement in the national or local media or by writing to you in time to comply with the requirements of any applicable law or code of conduct, but in all cases no later than the day on which the change takes effect unless:

- a. it is reasonable for us to do so to manage a material and immediate risk; or
- b. there is a change to a government fee or charge where we will tell you reasonably promptly after we are notified (unless the government publicises the introduction or change).

16.4 You must inform us immediately of any change in your details or address.

## **17 Procedure for Handling Disputes**

17.1 This clause 18 does not apply to reports of Mistaken Internet Payments under the ePayments Code, which have a separate process set out in clause 6.15. For how to report a Mistaken Internet Payment, see clause 6.15(c). However, these clauses apply to a complaint you may have regarding how we or a Receiving ADI have handled a report of a Mistaken Internet Payment.

- 17.2 If you have a concern about Online Business Banking or a transaction effected by Online Business Banking, you must tell us immediately by:
- a. Telephoning the Bankwest Customer Help Centre on 13 17 19;
  - b. Contacting your Bankwest Business Relationship Manager;
  - c. Writing to Online Business Banking Support at GPO Box E237, Perth WA 6841; or
  - d. Sending a message to us using the email facility, BankMail, available within Online Business Banking.
- 17.3 We will advise you of the steps you must take for an investigation to commence. You must give us full details of the transaction you are querying.
- 17.4 If we are unable to resolve the matter within 5 Business Days, you may lodge a complaint and we will advise you in writing of the steps we will take to investigate the matter further.
- 17.5 Within 21 days of receiving your complaint, we will advise you in writing of either:
- a. The outcome of our investigation; or
  - b. The need for more time to complete our investigation.
- 17.6 We should complete our investigation within 45 days of receipt of your complaint unless there are exceptional circumstances. If we are unable to resolve your complaint within 45 days we will write to you and let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and the likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 17.7 If required under the ePayments Code upon completion of our investigation, we will advise you in writing of the outcome and our reasons, with reference to the relevant provisions of these Terms and, if applicable, the ePayments Code.

- 17.8 If we decide that a Nominated Account has been incorrectly debited or credited, we will correct the error (including appropriate adjustments for any interest and/or charges) and advise you of the correction in writing. If we decide you are liable for the loss or part of the loss, we will give you copies of any documents and other evidence on which we based our decision. We will also advise you if there was any system or equipment malfunction at the time of the transaction.
- 17.9 We will advise you in writing that if you are not satisfied with our findings you may request a review by our senior management. You will also be advised of other ways your dispute may be resolved.

If you are still not satisfied, you can ask our Customer Care Team to review the matter. Contact them by writing to:

Manager Customer Care  
GPO Box E237, Perth WA 6841  
Telephone: Freecall 1800 650 111

You will be advised of the details (including the timeframes) of our internal dispute resolution process and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly.

We will do our best to resolve any complaint promptly and to your satisfaction.

When we advise you of our decision we will also advise you of further action you may take in respect of your complaint if you are not satisfied with our decision. For instance, you may be able to refer the matter (free of charge) to:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)

You may also be able to refer your complaint to consumer affairs departments or small claims tribunals.

## 18 Electronic Communications

You agree that the Bank may satisfy any requirement of these Terms or under any applicable law or code of conduct to provide you, or another User, with information by:

- a. Electronic communication to the User's electronic equipment;
- b. Electronic communication to an electronic address nominated by the User; or
- c. Making the information available at the Bank's electronic address for retrieval by a User (after notifying the User by electronic communication that the information is available and providing the User with the ability to retrieve the information by electronic communication).

Should we provide you with information by any of the methods outlined in this clause, the notice will be deemed to have been received by you when the electronic communication enters either your or your internet service provider's information system. You may at any time by notice to the Bank terminate your agreement to receive information by electronic communication or change a User's electronic equipment or electronic address.

## 19 Personal Information and Privacy

19.1 Personal information which you provide to us in connection with your use of Online Business Banking, whether about yourself or Users, or which identifies other third party individuals (eg. information which identifies individuals to whom Payments or Direct Debits are directed), will be used by us in order to:

- implement or execute your instructions (including in relation to the BPAY scheme);
- maintain a record of saved Payment recipient details;
- investigate a Mistaken Internet Payment,

and may be disclosed by us for those purposes to others, including to:

- a. any party nominated to receive a payment;

- b. any Users who, through Online Business Banking, have access to saved Payment recipient details;
- c. BPAY Pty Ltd and any agent appointed by it from time to time, including BPAY Group Ltd, that provides the electronic systems needed to implement the BPAY scheme;
- d. agents and contractors we may use in providing any of our services; and
- e. a Receiving ADI or unintended recipient in relation to a Mistaken Internet Payment.

- 19.2 You agree and consent to any use and disclosure of your personal information for the above purposes, even if the disclosure is to an organisation overseas and that organisation is not subject to the same privacy obligations that apply to us. You acknowledge that, in most cases, you will, upon request, be able to access and correct any personal information we hold about you subject to the payment of any fee we may charge. You can request access to information held by BPAY Pty Ltd or its agent BPAY Group Limited using the contact details supplied in clause 1.1.
- 19.3 You agree that, if you supply us with personal information about another individual (for example about a User or information which identifies a person to whom a Payment or Direct Debit is directed), you will advise that individual of the content of this clause 20 and tell him or her that:
- a. We have been provided with and are holding personal information about that person and that he or she can contact us at any of our Bankwest Branches;
  - b. The personal information collected about that person will be used for the purposes set out above in this clause and that, without that information, these purposes could not be fulfilled;
  - c. The personal information collected about that person will usually be disclosed in the manner set out above in this clause; and
  - d. That person has the right to access and correct the personal information we hold about him or her.

## 20 Marketing and Advertising

20.1 We would like to be able to contact you, or send you information from time to time, regarding other products and services.

If you do not wish to receive such direct marketing material please:

- Telephone the Bankwest Customer Help Centre on 13 17 19; or
- Write to us at Online Business Banking Support, GPO Box E237, Perth WA 6841.

You do not need to do this if you have already told us you do not wish to receive direct marketing material of this sort.

20.2 Notwithstanding clause 21.1, from time to time we may advertise our products and services on the website through which you access Online Business Banking. If you have asked us not to send you any direct marketing material (or if you do so in the future), you agree that any such request will not apply to these electronic advertisements. By continuing to access Online Business Banking, you consent to such advertising.

## 21 Recording Telephone Calls

We may record telephone calls made to Bankwest for training, transaction verification and quality control purposes.

## 22 Additional Obligations

Bankwest may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (e.g. Laws that address tax evasion). So that we may comply with our obligations under these laws or regulations, we may:

- a. require you to provide information about you or your product;
- b. disclose any information we are required to concerning you (including sending your information overseas);
- c. if required to do so, withhold an amount from a payment to you, and if we do, we will not reimburse you for the amount withheld; and/or
- d. take such other action as is reasonably required, including, for example, closing your account.

# Section 3

## Withdrawn Service Packages

The following Online Business Banking Service Packages have been withdrawn from offer:

- AgriOne Package
- Business Basic Package
- Business Regular Package
- Corporate Regular Package
- FreeB Package

## Fees and Charges

The following table indicates the fees that apply for each withdrawn Service Package.

Transaction / Service	FreeB Package	Business Basic Package	Business Regular Package	Corporate Package	AgriOne Package
Establishment Fee	\$0.00	\$15.00	\$25.00	\$125.00	\$0.00
Monthly Maintenance Fee	\$0.00	\$5.00	\$15.00	\$40.00	\$0.00
Payment credits <sup>1</sup>	\$0.00	\$0.25	\$0.15	\$0.10	\$0.00
Recall Fee <sup>2</sup>	\$0.00	\$10.00 per Recall Item \$40.00 per Recall Batch			
Record Fee	\$0.00	\$0.05 per Record Line			

1 A 'Payment credits' fee is payable:  
- for Internal Transfers, BPAY and Pay AnyBody (such as payroll) payments, for each individual credit made to an Eligible Recipient Account or BPAY Biller; and  
- for Direct Debits, for each individual amount debited from a third party account. Direct Debits are only available to approved customers.

<sup>2</sup> Payable for each Recall processed and charged at the time of processing the Recall. A Recall cannot be processed for Internal Transfers or BPAY payments.

You should also note the following:

- A debit created from Online Business Banking is not counted as a standard electronic transaction within the relevant Bankwest Account that is being debited.
- All fees are charged monthly except the Establishment Fee. All fees are charged on a per item basis unless otherwise specified.

This page has been intentionally left blank





Visit any branch.  
Call 13 17 19.  
[bankwest.com.au](https://www.bankwest.com.au)