

Employee benefits card.

**Part 1: Facility Terms and Conditions.
Part 2: Cardholder Product
Disclosure Statement.**

Effective as at: 11 November 2019.

[Apply for a Salary Packaging Card here
after reading the cardholder Product
Disclosure Statement and Fee Schedule in
Part 2 of this document](#)



Banking for generations

General information.

This document provides important information about:

- the terms and conditions of the Facility provided by Westpac to the Provider (see Part 1 – Facility Terms and Conditions); and
- the terms and conditions that apply to the Card, including significant features, benefits and risks, and the Cardholder’s rights and obligations involving the use of the Card (see Part 2 – Cardholder Product Disclosure Statement).

The document has been prepared without taking into account your objectives, financial situation or needs. Because of this, you should, before acting on this information, consider its appropriateness, having regard to your objectives, financial situation and needs.

It is important that you speak to us if you have any questions.

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ABN 33 007 457 141
Australian Financial Services Licence
and Australian credit licence 233714

Postal address.

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Part 1: Facility Terms and Conditions.

1.0 Introduction.

The Provider has opened a Card facility (the 'Facility') with the Bank, under which Employee Benefits Cards will be issued:

- to each Primary Cardholder nominated by the Provider; and
- to each Additional Cardholder nominated by a Primary Cardholder.

The Provider's agreement with the Bank in relation to the Facility is contained in:

- the Bank's letter to the Provider confirming the availability of the Facility (the "Employee Benefits Card Program Establishment Letter"); and
- the Employee Benefits Card Pricing Schedule and any other letter from the Bank to the Provider relating to pricing of the Facility.

Together, these are referred to as the "Agreement".

Unless the Provider has previously accepted the relevant Agreement, any use of an Employee Benefits Card by a Primary Cardholder or an Additional Cardholder will be taken as the Provider's agreement to comply with the relevant Agreement.

Expressions used in the relevant Agreement will have the meaning given in Appendix 1 of this document or the other documents that form the Agreement.

2.0 Product Disclosure Statement.

The Provider confirms to the Bank that it has provided each Primary Cardholder and Additional Cardholder with a copy of the Product Disclosure Statement at or before the time the Provider offered the Facility to a potential Cardholder.

The Provider therefore acknowledges that the Bank has reasonable grounds to expect that all Cardholders have received a PDS.

The Provider confirms that it has obtained from each Cardholder a signed "Employee Benefits Card - Cardholder Request".

The Provider undertakes that it will:

- securely hold and maintain the original “Employee Benefits Card – Cardholder Request” form for a period of no less than seven (7) years from the date of termination of the Facility ;
- upon written request by the Bank, provide to the Bank copies of the “Employee Benefits Card – Cardholder Request” forms (or the originals of those forms where these are requested by the Bank); and
- permit the Bank to review the Provider’s compliance with these provisions and to provide the Bank and any auditor appointed by the Bank with access to any premises, personnel, documents, records and systems reasonably necessary to carry out the review of the Provider’s compliance with these terms and conditions.

3.0 Card Issuance and Cancellation.

Employee Benefits Cards will only be issued on the written request to the Bank by the Provider. The Bank is under no obligation to issue any Employee Benefits Cards in response to such requests. Employee Benefits Cards will be issued by the Bank in its absolute discretion. Other than where the Bank and the Provider have entered into an agreement to the contrary, the Bank may cease issuing Cards at any time on written notice to the Provider given in accordance with these Facility Terms and Conditions.

If the Provider requires an Employee Benefits Card to be cancelled, it must tell the Bank immediately by telephone or electronic means agreed to by the parties. A request by telephone may need to be confirmed in writing. The Bank’s contact numbers are those specified at the front of this document or such other number as the Bank has notified to the Provider.

4.0 Transaction Restrictions.

The Provider may elect to place restrictions on the types of transactions that may be undertaken by the use of the Employee Benefits Cards and any such restriction must be notified to the Bank who must use its reasonable endeavours to impose those restrictions.

The Provider agrees to notify each Cardholder of any restrictions that apply to the use of the Employee Benefits Cards. There may be instances where the restrictions placed on an Employee Benefits Card may not be effective. This is usually where electronic approval of transactions is not available (e.g. at paper credit card merchants or where electronic authorisation networks

may not be fully functioning). In these circumstances, it may be possible for a Cardholder to perform a transaction that would otherwise be restricted.

The Provider agrees that in no circumstances will the Bank be liable to the Provider, because any transaction proceeds notwithstanding a restriction nominated by the Provider.

5.0 Terminating the Facility.

The Bank may terminate the Facility at any time by written notice to the Provider and the Primary Cardholder(s). The Provider may request by notice in writing to the Bank that the Bank terminate the Facility. Any such request must not specify a date for termination which is earlier than 30 days from the date of the request.

If the Facility is terminated by the Bank, all Employee Benefits Cards will be immediately cancelled and no further transactions will be permitted on the Facility.

Any transactions that have been made prior to the cancellation of the Card, will be posted to a Card Account after the Card has been cancelled. Because a Card may still be used for store purchases below Floor Limits where no electronic approvals are in place, the Provider must ensure that all Employee Benefits Cards are destroyed as soon as practicable after receiving notification of the termination of the Facility.

6.0 Card Accounts.

A Card Account will be established for each Employee Benefits Card issued to a Primary Cardholder under the Facility. The Provider will periodically transfer to each Card Account by electronic means an amount agreed by the Provider and the Primary Cardholder.

Any credit balance on a Card Account remaining on termination of the Card Account or cancellation of a Card shall be refunded by the Bank to the Provider.

7.0 Account Statements and Reports.

For each Statement Cycle a consolidated report will be issued within 14 days of the Statement Date (in arrears) if there have been any amounts debited or credited to the Facility during the relevant period.

All transaction details will be expressed in Australian currency. The Bank may supply the Provider with software to facilitate transaction reporting and electronic provision of transaction details. Use of that software is governed by the license agreement and manuals provided by the Bank with the software.

8.0 Fees and Charges.

Subject to all applicable laws and the PDS (including any Fee Schedule), the Provider will pay all fees or charges which apply to the Facility from time to time.

The Provider should check the Employee Benefits Card Pricing Schedule (available on request by contacting us on the contact details provided at the front of this document) and any other correspondence from the Bank relating to fees and charges to work out which fees are applicable to the Facility.

Subject to any legitimate exemption, the Provider must pay any stamp duty payable in respect of the Facility on demand made by the Bank.

If the Provider is exempt from stamp duty, an appropriate exemption authority issued by the appropriate government authority must be provided to the Bank by the Provider (at the Provider's expense) to enable the Bank to apply the exemption to the Facility.

Unless specifically defined as including GST, all fees are quoted as excluding GST which, if applicable, will be added to the amount payable.

If GST applies to a fee expressed excluding GST, you must pay an additional amount equal to the GST payable on the supply (GST Amount). The GST Amount is payable at the same time as the GST exclusive fee.

9.0 Representations and Warranties.

The Provider makes the following representations and warranties to the Bank:

- the Agreement is valid, binding and enforceable in accordance with its terms.
- each financial statement and all other information given by it or on its behalf to the Bank is true and correct in every particular.
- there has been no material change in its operations since the date to which the relevant information relates.
- there is no litigation, tax claim, dispute or administrative or other proceeding current or, to its knowledge, threatened, which may have a material adverse effect on it or its ability to perform its obligations under the Agreement.
- it does not hold any asset as the trustee of any trust except as disclosed in writing to the Bank.
- these representations and warranties continue for as long as the Facility is in place.
- that any "tax agent service" as defined in section 90-5 of the *Tax Agent Services Act 2009* provided by or on behalf of the Provider will only be provided by entities that are "registered tax agents" as that

expression is defined under the *Tax Agent Services Act 2009*.

- that the Provider has sought independent tax advice on potential fringe benefit tax issues from entities that are “registered tax agents” as that expression is defined in the *Tax Agent Services Act 2009*.

10.0 Acknowledgements regarding Fringe Benefits Tax (“FBT”).

The Provider acknowledges that:

- the distribution of the Employee Benefit Cards to employees may create FBT liability for the Employer;
- it is the responsibility of the Provider to take reasonable steps to ensure that any potential taxation risks are mitigated through the provision of clear employee guidelines and regular review of Card use;
- the Bank is not liable for any FBT or any other tax-related costs, penalties or incidental liabilities that become payable due to incorrect use of the Cards;
- the Provider is liable for any such costs or penalties; and
- the indemnity described in paragraph 17.0 below extends to an indemnity for all loss, cost and expense (including legal costs on a full indemnity basis) incurred by the Bank as a result of the Provider being in breach of this paragraph.

11.0 Anti-Money Laundering and Counter-Terrorism Financing Act.

The Provider will obtain and provide to the Bank accurate account information, identification information and other signatory information in respect of each Cardholder the Bank reasonably requests from time to time for the Bank to carry out its identification and ongoing obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act.

12.0 Facsimile/Email Service.

Where the Provider has indicated on the application form in relation to the Facility that the Provider wishes to communicate with the Bank by facsimile and/or email, the Provider agrees as follows:

- Each facsimile instruction will be signed in accordance with the Provider’s current authorities held by the Bank and will be in a form satisfactory to the Bank. Emails shall also be accepted from those authorities when the email originator is the same.
- Provided a facsimile or email instruction appears on its face to be genuine, the Bank will have no obligation to verify the authenticity or accuracy

of any facsimile or email instruction received from the Provider or purporting to have been sent by the Provider.

- The Bank may act on any directions contained in a facsimile or email instruction from a nominated facsimile number or email address, regardless of by whom the actual or purported instructions were transmitted or by what means any signature may have been affixed to the instruction and notwithstanding that such instruction may have been initiated or transmitted in error or fraudulently or may otherwise have been altered or distorted prior to or in the course of transmission.
- The Bank may, in its absolute discretion, defer acting in accordance with the whole or any part of a facsimile or email instruction pending further enquiry to or confirmation by the Provider but the Bank will not be under any obligation to do so in any case.
- It releases the Bank from and indemnifies the Bank against all losses and liabilities arising from any payment or action the Bank may make based on any instruction (even if not genuine) that the Bank receives by facsimile or email bearing the Facility reference details, Card number and (where applicable) signature(s) apparently that of an authorised signatory on the Facility. The Provider also agrees that neither the Provider nor anyone claiming through the Provider has any claim against the Bank in relation to these payments or actions.

Please be careful! There is a risk that fraudulent facsimile or email instructions may be made by someone who has access to the Facility reference details, Card numbers and a copy of the signature of an authorised signatory on the Facility.

13.0 Variations.

Acting reasonably, the Bank may vary the terms of each Agreement at any time. If we do, we will notify you in writing or by advertisement in a newspaper 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 you at least 30 days notice.

The Provider is responsible to advise each Primary Cardholder and Additional Cardholder of any variation.

The Bank will usually give the Provider prior notice of a variation however the Bank may make a variation without prior notice where the variation is necessary

for reasons such as security or regulatory compliance. We can also give a shorter notice period (or no notice) if we believe doing so is reasonably necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss.

14.0 Notices.

The Bank may be flexible about how notices are given to the Provider.

Notices might be provided in writing including by statement of account, by facsimile or email, or by newspaper advertisement depending on the nature of the notice.

The Provider may give the Bank a notice by posting it in a prepaid envelope to the address mentioned at the front of this document or by transmitting a facsimile to the number in this document.

15.0 Set off – No deduction.

If the Provider has money in any account with the Bank, the Bank may, but need not, use it to pay amounts owing under the relevant Agreement.

To the maximum extent allowed by law, the Provider forfeits any right to set off any amounts that it believes the Bank owes it (for example, credit balances in the Provider's or third party providers accounts) against amounts the Provider owes under the relevant Agreement or any security for it.

The Provider must pay all money that becomes due and payable under the relevant Agreement without deducting amounts it claims are owing to the Provider by the Bank or any other person.

16.0 Assignment.

The Bank may assign, novate, or otherwise deal with its interest in the Facility, and may disclose personal information for this purpose. The Provider must not assign or otherwise deal with its interests without prior written consent from the Bank, which will not be unreasonably withheld. To the maximum extent allowed by law any transfer by the Bank will be free of any set-off, equity or cross claim which the Provider would have had against the Bank or any transferee but for this paragraph.

17.0 Indemnity and Costs.

The Provider agrees to pay to the Bank at the end of the Statement Cycle and on termination of the Card

Account or cancellation of the Card, any debit balance outstanding on a Card Account that is not paid by the Primary Cardholder.

Nothing in this paragraph imposes any obligation on the Bank to pursue payment of outstanding balances by the Primary Cardholder. The Provider shall nominate an account with the Bank from which the Bank can recover any amounts due to the Bank under this paragraph and authorises the Bank to make deductions from that account to discharge the obligations of the Provider.

The Provider agrees to indemnify the Bank for all loss, cost and expense (including legal costs on a full indemnity basis) it incurs as a result of the Provider failing to observe or perform any term of the Facility or the actual or contemplated enforcement of the Bank's rights under the Facility.

18.0 No Waivers.

If the Bank does not take some action when it is allowed to, it does not mean it is giving up the right to take that action and cannot do it later.

19.0 Enforceability and Validity.

If any provision of the relevant Agreement is unenforceable in any jurisdiction that does not invalidate the remaining provisions of the relevant Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

20.0 Governing Law.

Each Agreement is governed by the laws of New South Wales.

21.0 Foreign Tax Residents.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign

tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

22.0 Banking Code of Practice.

We have adopted the Banking Code of Practice (2019) (Banking Code). The Banking Code sets out the standards of practice and service for Australian bank to follow when dealing with certain customers.

If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and prevail to the extent of any inconsistency with, this document.

You can obtain a copy of the Banking Code from our website or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out on page 2.

Part 2: Employee Benefits Card Product Disclosure Statement.

1.0 Introduction.

This Product Disclosure Statement (“PDS”) is dated 11 November 2019 and contains important information about your Card. It sets out the terms and conditions that apply to the Card, including significant features, benefits and risks, and sets out your rights and obligations involving the use of the Card.

This PDS is issued by Westpac Banking Corporation, ABN 33 007 457 141, Australian Financial Services Licence and Australian credit licence 233714. You may contact us within Australia on 1300 650 107, and outside Australia on +61 2 9374 7082.

Westpac is a member of the Visa and the Mastercard card schemes, and is responsible for issuing, and settling transactions made with the Card.

The Fee Schedule (if applicable) forms part of this PDS.

The information set out in this PDS is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this, you should, before acting on this information, consider its appropriateness, having regard to your objectives, financial situation and needs.

We do not intend to provide any financial or taxation advice. You should read the PDS and seek independent expert advice before making a decision about whether or not this Card is right for you.

It is important that you speak to us if you have any questions.

If you have received this PDS electronically, we will give you a paper copy on request, without charge. To obtain a copy, refer to the contact at the front of this document. If you wish to cease receiving PDSs electronically, please contact us.

1.1 When this PDS takes effect.

By signing the “Employee Benefits Card – Cardholder Request”, you will be taken to have agreed to be bound by the terms and conditions in this PDS.

1.2 About the Employee Benefits Card.

This Card is available to you because your Employer has entered into a salary sacrifice arrangement with you.

The Card should only be used for specific purchases as advised by the Provider.

Under the arrangement, the funds salary sacrificed by each Primary Cardholder are deposited by the Provider in an account with us, for us to then allocate (pre-load) the relevant salary sacrificed amount(s) on the Card Account. Cardholders will be able to transact on the Card Account up to the amount allocated to the Card Account which will be verified by the Bank's Card Management System **(CMS)**.

1.3 Online Banking.

If your Card is issued under a Facility where you obtain electronic statements, the Primary Cardholder must register or be registered for Online Banking to hold a Card. To complete your registration, please contact Commercial Cards Customer Service on 1300 650 107. You must also supply us with a valid email address to receive communications in relation to the Card Account.

1.4 Significant benefits.

The significant benefits associated with the Employee Benefits Card include:

- The Card is either a Visa or Mastercard, depending on the card scheme chosen by the Provider and accepted at merchants and terminals in Australia and overseas.
- The Card is the method to access salary sacrificed amounts loaded to the Card Account (it is not a credit card).
- Online Banking provides access to transaction information and statements and allows for the payment of bills using BPAY®.

1.5 Significant risks.

The significant risks associated with the Employee Benefits Card include:

- Unauthorised transactions can happen if the Card is lost or stolen, if your personal identification number **(PIN)** or Codes are revealed to an unauthorised person, as a result of fraud, or if you breach the Card terms and conditions outlined in this PDS.
- The available balance is not backed by a deposit account with us. In the unlikely event that we were to become insolvent, your available balance will not be protected by the Financial Claims Scheme.

- Changes to FBT rules could affect the salary sacrificed amounts that can be loaded to a Card Account or change how a Card may be used.
- The Card could be lost, destroyed or stolen.
- The Provider may cancel your Card at any time. If so, you will need to resolve any unused balance with the Provider.
- You might not be able to get your money back if unauthorised BPAY transactions or mistaken BPAY transactions occur.

1.6 Banking Code of Practice.

We have adopted the Banking Code of Practice (2019) (Banking Code). The Banking Code sets out the standards of practice and service for Australian bank to follow when dealing with certain customers.

If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply to the banking service described in this PDS.

You can obtain a copy of the Banking Code from our website or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out on page 2.

1.7 ePayments Code.

The ePayments Code governs certain electronic payments to or from your Card Account where you are an individual. We will comply with this Code where it applies. You may view a copy of the ePayments Code by visiting the Australian Securities and Investments Commission website.

1.8 Anti-Money Laundering and Counter-Terrorism Financing Obligations.

You should be aware and you agree that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused, we and our correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your use of the Card;

- we may from time to time require additional information from you to assist us in the above compliance process, and you must provide that information;
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country), and
- the underlying activity/product for which the Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

2.0 Using the Card.

2.1 When can you use your Card?

Your Card may only be used if the Card Account is in credit, due to the transfer of funds by the Provider to the account.

Your Card is valid only if it has been signed by you and is used during the validity period shown on the face of the Card.

You must destroy the Card when it is no longer valid, by immediately cutting it into several pieces and disposing of them securely.

You must only:

- use your Employee Benefits Card (Meal Entertainment) to pay for meal entertainment expenses, within the meaning given to that expression in the FBTAA;
- use your Employee Benefits Card (Meal & Accommodation) to pay for meal entertainment and entertainment facility leasing expenses, within the meaning given to those expressions in the FBTAA;
- use your Employee Benefits Card (Everyday Purchases) to pay for goods or services permitted by the Provider.

You must not:

- use the Card for any unlawful purpose;
- use the Card to obtain cash or to pay any fines incurred by you, including, but not limited to, parking fines or traffic infringement notices. You may use the Card to pay bills except where doing so would constitute obtaining cash or a cash equivalent (e.g. purchasing foreign currency) or to repay debt (eg. repaying credit or another card); or
- use the Card to set up any recurring payments or any standing payment orders.

2.2 Where can you use your Card?

You can use your Card in Australia and most overseas countries.

You can use your Card at any Merchant directly or by mail, telephone order or through the internet or at any financial institution or Electronic Banking Terminal displaying the Visa and Mastercard scheme sign.

You may use your Card at any Electronic Banking Terminal as follows:

- at automatic teller machines for balance enquiries;
- at selected Westpac automatic teller machines in Australia for an ATM mini statement listing up to the last 10 entries and the available balance of your Card Account;
- at point of sale (“POS”) terminals in Australia to pay for goods or services provided by a Merchant;
- Online Banking for BPAY® payments, balance and statements.

You may not use your Card at any Electronic Banking Terminal to obtain cash.

In the event that an EFTPOS or POS terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative manual procedures to enable a transaction to be made. You will then be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to your account.

You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by Merchants or financial institutions, or use your Card at a Contactless Terminal and before you enter your PIN at Electronic Banking Terminals. By signing a voucher or transaction record or entering your PIN or otherwise using your Card at an Electronic Banking Terminal, you indicate your agreement that the transaction amount is correct.

When using your Card at an EFTPOS or POS terminal, we will not be held responsible, unless required by law, for:

- Merchant refusing the Card;
- any goods or services provided by a Merchant.

You must resolve any disputes involving goods or services directly with the Merchant.

2.3 Card acceptance.

We are not responsible if a Merchant or financial institution refuses to accept a Card. Subject to any applicable law, we are not responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the Merchant.

Card promotional material displayed on any premises is not a warranty by us, by any other financial institutions or by Merchants carrying on business there that all goods and services available at those premises may be purchased with your Card.

Where your Card is being used to purchase goods or services from a Merchant, you should disregard any representation, warranty or statement which may be made in connection with the use or operation of the Card by the Merchant, its employees, agents or contractors.

2.4 Processing date.

A transaction at our Electronic Banking Terminals may be processed to your account on the day that you made the transaction or the following Business Day.

If you use your Card in an Electronic Banking Terminal which is not owned by us, we will process the transactions to your account as soon as we receive them.

2.5 Transaction records.

When you complete a transaction through an Electronic Banking Terminal you will receive a printed transaction record. Check your record carefully and retain it to aid in reconciling account statements. On occasion where a transaction record is unavailable, you will be notified prior to the completion of the transaction and given the choice of proceeding.

2.6 Transaction limits.

We reserve the right, acting reasonably, to limit or change the amount which may be debited to your Card Account by use of a Card.

Transaction limits (as notified to you) apply to the use of a Card to make a Contactless Transaction at a Contactless Terminal.

2.7 Transaction Information.

To facilitate the processing of Card transactions and Cirrus automatic teller machine transactions, information relating to your Card details and transaction details may be processed by Visa or Mastercard International Incorporated in countries other than Australia. By making a purchase with your Card or by making a Cirrus automatic teller machine transaction with your Card, you acknowledge and agree that information regarding the transaction may be processed outside Australia.

2.8 Do transactions have to be authorised?

Certain transactions on the Card Account may need to be authorised by us before they can proceed. Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction. We may not authorise a transaction if the transaction would either cause the Card Account to go into debit balance, or increase the amount of any existing debit balance. Once an authorisation is obtained, it will reduce the amount of available funds in the Card Account. If the purchase or other transaction is not completed, the amount of available funds in the Card Account may continue to be reduced for up to four Business Days after the authorisation is obtained.

We reserve the right, acting reasonably, to decline an authorisation for any transaction on the Card Account.

2.9 How much can you spend on the Card?

Transactions made by you must not exceed the credit balance of the Card Account as available from time to time, following the transfer of funds to the account by the Provider. Refer to subparagraph 6.1(c) below for more information.

2.10 How much cash can you obtain?

You are prohibited from using your Card to obtain cash, or a cash equivalent.

2.11 Card validity and expiry.

Your Card is valid only if it has been signed by you and is used during the validity period shown on the face of the Card.

You must destroy any Card that is no longer valid, by immediately cutting it into several pieces and disposing of them securely.

2.12 Selection/Issue of PIN.

You may be required to select a PIN for your Card or we will allocate a PIN to you when the Card is first issued or a lost or stolen Card is replaced. You can change your PIN at any time. Visit westpac.com.au to find out how. If the record of the PIN is lost or stolen, you can select a new PIN or we may issue you with a new PIN and, in some circumstances, we may issue you with both a new Card and PIN.

2.13 Additional Cards.

Until 6 January 2020 any Primary Cardholder can ask their Provider to give an additional Card to any person the Primary Cardholder nominates as their agent to operate on the Card Account. Beyond 6 January 2020 additional Cards will only be issued in limited circumstances where the Provider has made special arrangements with the Bank. You will be notified separately if you are eligible to request the issue of an additional Card beyond that date. The Bank will reject any application for an additional Card where the Primary Cardholder is not eligible to request the issue of an additional Card.

An Additional Cardholder must also comply with this PDS.

Where an additional Card has been issued:

- you authorise us to give the Additional Cardholder information about the Card Account for the purpose of their use of the additional Card. In addition, you authorise us to act on the instructions of the Additional Cardholder in relation to the Card Account, except for termination of the Card Account or the replacement of the additional Card following cancellation of that Card by you;
- you are responsible for the use of the additional Card and you must pay for all transactions made by the Additional Cardholder;
- you can cancel the additional Card by cutting it into several pieces and disposing of the pieces securely. You must also inform us in writing to confirm cancellation of the Card. If you cannot destroy the Card, you should ask us to put a stop on the Card Account;
- you should be careful in cases where you cannot destroy the additional Card because, although a

stop may have been placed on the Card Account, the additional Card may still be used in some circumstances (for example, for store purchases below Floor Limits where no electronic approvals are in place).

You will not be responsible for the continuing use of the additional Card from the later of the date you advise us that you want the additional Card cancelled, and when you have taken all reasonable steps to have the additional Card destroyed.

What constitutes taking all reasonable steps to have the additional Card destroyed depends upon the particular circumstances. At a minimum, it will require you to contact the Additional Cardholder, if at all possible, and request them to surrender the additional Card to you.

On your death, any authority that you have given to the Additional Cardholder is automatically cancelled, and the additional Card can no longer be used to access the Card Account. On receipt of notification of your death, we will cancel all Cards.

2.14 Card reissue.

We may issue a new Card to you at any time. We reserve the right not to reissue a Card.

2.15 All Cards remain our property.

You agree that your Card remains the property of the Bank and agree to return the Card to us on:

- our request;
- cancellation of your Card;
- closure of the Card Account; or
- termination of your authority to operate the Card Account.

3.0 The Card Account.

3.1 Amounts that are debited to the Card Account.

The Card Account will be debited with, and accordingly the Primary Cardholder is required to pay us:

- the amount for goods and services bought directly from a Merchant or by mail, telephone order or through the internet; and
- the fees and charges set out in the Fee Schedule (if applicable).

3.2 Foreign Transactions.

Foreign Transactions incur the Foreign Transaction Fee.

We will charge the Foreign Transaction Fee on any Foreign Transaction which we debit to your Card Account.

The components of any statement entries for purchases depends on the relevant card scheme and the type of transaction.

A Foreign Transaction Fee charged for Foreign Transactions is incorporated into the Australian dollar amount of the transaction shown on your statement.

Transactions made in a currency other than Australian dollars with a Merchant or financial institution located outside Australia.

The Card Account will be charged with, and accordingly the Primary Cardholder is required to pay us, the Australian dollar equivalent of the amount of any purchases which are denominated in a currency other than Australian dollars (a “foreign currency”).

Any Card Account statement entries for Foreign Transactions made in a foreign currency will include the foreign currency amount converted into Australian dollars by the applicable card scheme, and the Foreign Transaction Fee.

The method of conversion is as follows:

If a Visa card is used to make a transaction in a foreign currency on your Card Account, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a transaction in a foreign currency into US dollars prior to converting it into Australian dollars.

If a Mastercard card is used to make a transaction in a foreign currency on your Card Account, Mastercard converts the transaction into Australian dollars at the conversion rate or rates Mastercard applies when it processes the transaction.

Note: Foreign exchange rates quoted by Westpac from time to time are not used to convert Foreign Transactions made in a foreign currency to Australian dollars.

Transactions made in Australian dollars with a Merchant or financial institution located outside Australia.

Foreign transactions may be conducted in Australian dollars, or converted into Australian dollars by the Merchant or financial institution processing the payment. In each case, Westpac will charge a Foreign Transaction Fee on the Australian dollar amount of the Foreign Transaction.

Note: the Foreign Transaction Fee may be charged in circumstances where you may not be aware that the Merchant or entity processing the transaction is located outside Australia.

Refunds and chargebacks of Foreign Transactions.

Any refund or chargeback relating to a Foreign Transaction made in a foreign currency will be converted to Australian dollars by Visa International or Mastercard in accordance with paragraph 3.2 above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign Transaction was initially processed.

A Foreign Transaction Fee charged on a Foreign Transaction will be reversed if a chargeback is applied to the transaction.

Foreign Transactions which are refunded by the Merchant other than via a chargeback process will still incur the Foreign Transaction Fee on the original transaction. No Foreign Transaction Fee will be charged on the refund transaction.

4.0 The Statements.

4.1 How do you know how much you have spent?

A statement for the Card Account will be issued each Statement Cycle for the Primary Cardholder.

We will issue a statement to you on the Statement Date for each Statement Cycle if there are any amounts owing by you or to you; or there have been any amounts debited or credited to the Card Account during the Statement Cycle.

Amounts shown on your statement will be expressed in Australian currency. Any outstanding balance must be settled in Australia in Australian currency. There is no facility for payment to be made overseas.

You should keep all vouchers and transaction records given to you or to any Additional Cardholder by Merchants and financial institutions, or issued by Electronic Banking Terminals, to help you check entries on the Card Account statement.

Each Statement Cycle you (the Primary Cardholder) will receive a statement for the Card Account. The statement will be sent by post, unless we have agreed to issue you electronic statements.

If we have agreed to issue you electronic statements, paper statements will not be available, and you will receive a statement for the Card Account through Online Banking. In order to maintain a Card Account you must be registered for Online Banking and supply us with a valid email address. You must also keep your nominated email address current and let us know if you cannot access your email or Online Banking for any reason.

We will send an email to the Message Centre in Online Banking, advising that your statement is available. It is your responsibility to check for these notifications and to access your statement promptly following our notification.

4.2 If you think there is a mistake.

You agree that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services to which that voucher or transaction record relates.

You should check each statement carefully as soon as you receive it. If you wish to dispute an amount charged to the Card Account you must provide us with written notice of your dispute before the due date shown on your statement. If you do not dispute an amount shown on a statement by the due date, our ability to obtain a refund (if applicable) may be restricted under Visa or Mastercard scheme rules. Please read paragraph 8.2 below to obtain details of your liability where unauthorised transactions are made on the Card Account. Please refer to paragraph 13.0 below for details of how to notify us of disputed transactions. This provision only applies to disputed transactions which involve Manual Signature Comparison. Otherwise, your obligations and liability are set out under 'Liability for Unauthorised Transactions' in paragraph 8.2 below.

In some circumstances, card scheme rules allow us to charge a transaction on the Card Account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of

transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the Card Account. If it is available, we will claim a chargeback right for a transaction on your Card Account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback, within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

4.3 Statement of account.

You must check your account statements as soon as you receive them. You must also keep all vouchers and transaction records given to you by Merchants, financial institutions and Electronic Banking Terminals to help you to check your statement.

5.0 Fees and charges.

5.1 Fees and charges.

The Fee Schedule sets out the fees and charges that we may charge the Card Account. The Fee Schedule accompanies this document. You may also obtain a copy of the Fee Schedule from Westpac at no charge. Information on current standard fees and charges is available on request.

The Card Account may be charged with an annual or monthly fee from the date the Card Account is established. The fee amount and frequency will be set out in the Fee Schedule.

The Provider may charge fees in addition to those set out in the Fee Schedule.

Annual Fee

If an annual fee applies, the fee is charged:

- (a) on the first occurring Statement Date after the Card Account is established; and
- (b) on the first occurring Statement Date after each anniversary of the establishment of the Card Account.

Monthly Fee

If a monthly fee applies, the fee is charged at the end of each Statement Cycle.

5.2 Government charges.

Subject to any applicable law, the Card Account will be charged with:

- all or any contract stamp duty payable in respect of your Card; and
- any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions debited or credited to the Card Account, whether or not you are primarily liable for such duties, taxes, rates or charges.

5.3 GST.

Unless specifically defined as including GST, all fees are quoted as excluding GST which, if applicable, will be added to the amount payable.

If GST applies to a fee expressed as excluding GST, you must pay an additional amount equal to the GST payable on the supply (GST Amount). The GST Amount is payable at the same time as the GST exclusive fee.

6.0 Payments to the Card Account.

6.1 How is payment made?

An amount as agreed with the Primary Cardholder's Provider will be transferred to the Card Account on the basis agreed between you and the Provider. Purchases made with the Card and other fees and charges debited to the Card Account will reduce the amount available to spend on the Card. Transactions made by you must not exceed the available balance of the Card Account from time to time. Any unspent balances at the end of each Statement Cycle will be available for spending in the next Statement Cycle.

Any transaction made and processed during a Statement Cycle will be discharged with the funds available during that Statement Cycle.

If the Card Account goes into debit balance (for example, if your purchases exceed the amount of funds available to you), the balance is payable immediately by the Primary Cardholder by way of a direct debit authority held by the Bank for this purpose.

6.2 How we apply payments.

All funds (including any payments) made to the Card Account will be applied in the following order:

- Bank fees and charges incurred to date;
- Government duties, taxes, rates and charges incurred to date;
- purchases shown on any statement; and
- purchases not shown on any statement.

7.0 Security and liability.

7.1 Protecting your Card and Codes including your PIN.

To protect your Card you must:

- sign it as soon as you receive it;
- carry it with you whenever you can;
- regularly check that you still have your Card;
- not give your Card to anyone else, including a family member or friend.

If you make a record of your PIN you must keep it separate and well away from your Card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your Card.

To protect your Codes including your PIN you must:

- try to memorise it;
- destroy our letter telling you your PIN (if applicable) and any documentation we issue to you containing a Code;
- make sure that nobody watches or hears you when you enter your pin or use your Codes at Electronic Banking Terminals;
- be ready to make a transaction when you approach an Electronic Banking Terminal;
- make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an Electronic Banking Terminal;
- notify the Bank immediately if your PIN mailer has not been received intact or if a PIN change request has taken place without being requested.

To protect your Codes including your PIN you must not:

- write your PIN on your Card, even if it is disguised;
- keep a record of your PIN with or near your Card;
- tell anyone your Codes, including family members, friends and our staff;
- (if you select your own Codes) select a number or word that can be easily guessed, such as consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you (e.g. your date of birth, part of your name, telephone number, driver's licence number).

If you select your own Codes, for security reasons you should endeavour to change it at regular intervals (say, every two years).

If you make a record of your Codes you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise a Code if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the Code;
- record the Code as a telephone number with the Code in its correct sequence anywhere within the telephone number;
- record the Code as a telephone number where no other telephone numbers are recorded;
- disguise the Code as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your Code.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, notwithstanding the obligations listed above.

8.0 Loss, theft or misuse of a Card, PIN or other Code.

8.1 How to report the loss, theft or misuse of a Card, PIN or other Code.

What to do.

You must immediately notify us if your Card PIN or Code record is lost or stolen or misused or you suspect that unauthorised transactions have been made on the Card Account. We will give you a notification number or some other form of acknowledgement which you should retain as evidence of the date and time of your report. Where your report is made by telephone, we may require you to confirm it at one of our branches and complete certain documentation.

How to tell us.

If any Card is lost or stolen in Australia or overseas, the best way to contact us is to telephone us using the emergency numbers listed at the front of this document. You may call in at one of our branches in Australia, but we prefer that you telephone us immediately so that we can put a stop on your Card straight away.

If your Card is lost or stolen overseas, you may report the loss to:

- Visa Global Service or Mastercard; or
- any financial institution displaying the Visa or Mastercard scheme sign.

If you can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your Card which could have been prevented if you were able to contact us by phone.

You must however, tell us of the loss or theft of your Card within a reasonable time from the re-establishment of our telephone reporting facilities.

8.2 Your liability for unauthorised transactions.

When the Account Holder is not liable.

The Account Holder will not be liable for losses resulting from unauthorised transactions where it is clear that the User has not contributed to the loss.

The Account Holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
- require the use of the Card and/or PIN and happen before the User receives their Card and/or PIN (including a replacement or reissued Card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when their Card is first issued; or
- happen after we have been notified that a Card has been misused, lost or stolen or that PIN security has been breached; or
- are made with a Card, PIN or Identifier that is forged, faulty, expired or cancelled (as applicable); or
- are the result of the same transaction being incorrectly debited more than once to the same account; or
- are Electronic Transactions able to be made using an Identifier without a Code or Device; or
- are eCommerce Transactions and you have notified us of the unauthorised transaction by the due date shown on the Card Account statement; or
- are Electronic Transactions able to be made using a Device and not a Code, provided the Account Holder did not unreasonably delay in reporting the loss or theft of the Device.

When the Account Holder is liable.

The Account Holder will be liable for losses resulting from transactions which are carried out by the User, or by another person with the User's knowledge and consent.

The Account Holder will be liable for actual losses resulting from unauthorised transactions caused by the User or an Additional Cardholder:

- engaging in fraud; or
- voluntarily disclosing their PIN to anyone, including a family member or friend; or
- keeping a record of their PIN:
- without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
- in a way that it could be lost or stolen with their Card; or
- writing their PIN on their Card; or
- selecting a PIN which represents their birth date, or being an alphabetical PIN which is a recognisable part of their name, after we have asked them not to select such a PIN and told them of the consequences of doing so; or
- leaving a Card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM); or
- acting with extreme carelessness in failing to protect their PIN.

The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying us of the misuse, loss or theft of their Card, or of their PIN becoming known to someone else. The Account Holder's liability will only extend to losses which occur between the time when the User became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

The Account Holder's liability is subject to the Bank proving on the balance of probability that the User contributed to the losses in one or more of the ways listed above.

The Account Holder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed any daily transaction limit applicable to the Card;
- that portion of the losses incurred which exceed the credit balance of their Card Account;

- losses incurred on any accounts which the Account Holder and the Bank had not agreed could be accessed using the Card and PIN;
- losses occurring after we have been notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.

When limited liability applies.

The Account Holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a PIN was required to perform the transaction and it is unclear whether the User contributed to the loss. The Account Holder's liability in such cases will be the least of:

- \$150; or
- the credit balance of the Card Account; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

You will not be liable for losses resulting from an unauthorised Electronic Transaction made using your Card to the extent they exceed what the Account Holder's liability would have been had we exercised any rights we had under the rules of the relevant card scheme at the time you reported the unauthorised transaction to us against other parties to the scheme.

9.0 Our Responsibilities and liabilities.

9.1 Electronic banking access.

We will maintain electronic banking access to the Card Account at all times unless:

- an Electronic Banking Terminal malfunctions or is unavailable for use as described in paragraph 9.2 below;
- a Merchant refuses to accept your Card as described in paragraph 2.2 above;
- the account is overdrawn or will become overdrawn, or is otherwise considered out of order by us.

In any of these circumstances, electronic access to the Card Account may be denied or withdrawn without prior notice to you.

We reserve the right at any time to alter the types of accounts which may be operated, or the types of transactions which may be undertaken, or the types of Electronic Banking Terminals which may be accessed, using the Card or Card and PIN.

9.2 What happens if an Electronic Banking Terminal does not work?

We will be responsible to you for any loss which occurs because an Electronic Banking Terminal accepts your instructions but fails to carry out the transaction requested.

If you are aware that the Electronic Banking Terminal is unavailable for use or not operating properly we will only be responsible for correcting the relevant account and refunding any fees or charges.

We will not be responsible if an Electronic Banking Terminal does not accept your instructions or your Card fails to work in the terminal.

10.0 BPAY.

10.1 Introduction.

The terms and conditions set out in this section apply when you make a payment through the BPAY Scheme. We are a member of the BPAY Scheme.

The BPAY terms and conditions set out in the Online Banking Terms and Conditions are incorporated into this PDS. To obtain a copy at no charge, visit westpac.com.au or contact us by referring to the contact details at the front of this document. You will need to accept the Online Banking Terms and Conditions the first time you sign in to Online Banking.

In relation to your use of BPAY, if there is any inconsistency between the BPAY terms and conditions set out in the Online Banking Terms and Conditions, and any other terms and conditions in this PDS, then the BPAY terms and conditions will apply to the extent of that inconsistency.

10.2 What you can do with BPAY.

When you see the BPAY symbol on a bill, you can pay that bill through Online Banking should the biller accept payments from Cards.

You can:

- schedule payments in advance.
- using BPAY.
- register for BPAY View and pay bills.
- and receive your bills with BPAY View.
- obtain a receipt number.
- register with BPAY 'View Billers' to receive online access to bills.

10.3 Getting started.

You don't need to register for BPAY bill payment facility, however you do need to have Online Banking.

All you need to do is sign in to Online Banking and provide the biller code and reference number (and possibly other information) that appears on the bill or invoice.

10.4 Security Device.

In order to make certain BPAY payments, you'll need to be registered for a security device. Once you're registered you may need to enter the security code. For example for a new BPAY payment (i.e. a BPAY payment using a biller code and reference number combination that you have not previously used for a BPAY payment).

10.5 Payment cut-off times and daily limits.

Billers participating in the BPAY Scheme will treat BPAY payments you make as received according to the BPAY payment cut-off times. BPAY payment cut-off times are set out in the BPAY processing cut-off times in the Online Banking terms and conditions.

If there aren't sufficient cleared funds in the Card Account at the time you tell us to make a BPAY payment, we may decline to make the payment, or use our discretion to honour the payment.

10.6 BPAY biller daily limits.

To increase the security of your BPAY service, a daily limit is applied to a certain group of billers. If the daily limit for your BPAY service is exceeded, further BPAY payments will be rejected.

A daily limit won't be implemented for billers related to payments of your utilities; e.g. electricity or phone bills.

Please be aware that a BPAY biller may also set limits on the amount of a BPAY payment they'll accept.

10.7 Suspension.

We may suspend your right to participate in the BPAY Scheme at any time.

The circumstances in which we may suspend your right to participate are:

- you're in breach of the Online Banking Terms and Conditions or the terms in this Product Disclosure Statement;
- you or someone acting on your behalf is suspected of engaging in fraudulent conduct; or

- you're engaging in conduct that is in our sole opinion disruptive to the operation of Online Banking and or BPAY.

10.8 Stopping or altering payments.

If you believe that you have made a mistake in a BPAY payment, you must contact us as soon as possible so that we can locate the transaction and take action. We can't accept a request to stop or alter a BPAY payment, other than a BPAY payment that is not a scheduled payment after you have instructed us to make it.

You may stop or alter a BPAY payment that is a Scheduled payment. Refer to stopping or altering payments in the Online Banking Terms and Conditions.

10.9 Liability.

We attempt to rectify any mistaken or unauthorised BPAY payments as outlined in the BPAY section in the Online Banking Terms and Conditions. If the ePayments Code applies to an unauthorised BPAY transaction, liability for that transaction will be determined in accordance with the provisions of ePayments Code.

Other than as set out below (and subject to the ePayments Code) we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

No refunds will be provided through the BPAY Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

10.10 Mistaken BPAY payments.

Please tell us promptly if you're aware if a BPAY payment is made to a person or for an amount which is not in accordance with your instructions. If the Card Account was debited for the amount of that mistaken payment, we will credit that amount back to that Card Account.

However, if you were responsible for a mistake resulting in that payment and we cannot recover it within 20 Business Days of us attempting to do so, the amount of that payment from the biller who received it, you will be liable to pay us that amount.

10.11 Unauthorised BPAY payments.

You should tell us promptly if you become aware that a BPAY payment that you didn't authorise has been made from your Card Account.

You won't be liable for loss of funds if a BPAY payment is made in accordance with a payment direction which appeared to be from you or on your behalf but for which you did not give authority. If the Account was debited for the amount of that unauthorised payment, we will credit that amount back to that Account.

However, you must pay us the amount of that unauthorised payment if:

- we cannot recover that amount within 20 Business Days of us attempting to do so from the biller who received it; and
- the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

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. We are not obliged to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.

10.12 Fraud.

If you make a BPAY payment because of the fraud of a person involved in the BPAY Scheme (e.g. a biller), then that person should refund the amount of the fraud induced payment. If you aren't able to obtain a refund, then please advise us and we'll inform you of other rights of recovery you may have under the BPAY Scheme rules.

10.13 If there is more than one reason for the payment.

If an unauthorised BPAY payment was made by mistake or fraud as described above, we will resolve it under the unauthorised BPAY payments paragraph set out above. If a BPAY payment that is not an unauthorised BPAY payment is affected by both a mistake and fraud, we will resolve it under the rules for fraud induced payments under paragraph 10.12, above.

10.14 Consequential loss.

We're not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence 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.

You indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because a User did not observe any of their obligations under these terms and conditions or acted negligently or fraudulently in connection with the use of the BPAY Scheme.

This paragraph "10.14" doesn't apply to the extent that it's inconsistent with or contrary to any applicable law or other code of practice to which we have subscribed. If those laws or that code would make this paragraph illegal, void or unenforceable or impose an obligation or liability prohibited by those laws or that code, this paragraph is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

10.15 Fees.

We charge no fees if you make a BPAY payment. Please check with the biller for any associated fees.

10.16 BPAY View.

BPAY View enables you to receive bills from participating billers nominated by you through Online Banking. The BPAY View section of the Online Banking terms and conditions outline the full details of BPAY View including set up and use of BPAY View. There are no fees for use of BPAY View.

10.17 Privacy.

If you use the BPAY Scheme (including BPAY View), you agree to our disclosing to billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme. If you

nominate to receive bills through BPAY View, to billers nominated by you to verify that you can receive bill and statements electronically using BPAY View (or telling them if you cease to do so);

- such of your transactional information as is necessary to process your BPAY payments and your use of BPAY View. Your BPAY payments information will be disclosed by BPAY Pty Ltd, through its agent, to the biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the biller; and
- that a BPAY payment was unauthorised and you have consented to us to contact the biller as described in the Unauthorised BPAY payments section above.

You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme as necessary.

You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY payment or use of BPAY View.

11.0 Cancellation and termination.

11.1 Cancellation and termination.

Where a Card has been cancelled by us, or you (or the Provider) have terminated the Card Account under this paragraph:

- you agree to immediately cut the Card into several pieces and destroy it securely;
- other fees and charges will continue to be debited to the Card Account until the balance is paid in full.

Any unspent amounts on cancellation of your Card or termination of the Card Account will be refunded to the Primary Cardholder's Provider. You have no entitlements to the credit balance of the Card Account following such cancellation or termination.

11.2 Cancellation of Card.

We reserve the right to cancel any Card at any time without prior notice if we believe that continued use of the Card may cause a loss to either you or us.

We also reserve the right to cancel any Card by providing you 30 days' notice.

Once you are notified of the cancellation, you must not use your Card, and must destroy it. The Primary Cardholder must pay any outstanding balance of the Card Account in full to the Provider.

11.3 Termination of Card Account.

The Primary Cardholder may terminate the Card Account at any time by:

- giving us written notification; and
- paying any outstanding balance of the Card Account.

We may terminate the Card Account if you did not comply with the Card terms and conditions under this PDS or if we are notified to do so by the Provider.

You will remain liable for transactions debited to the account which were made prior to termination pursuant to use of your Card number for mail, telephone and internet transactions which have not been cancelled by you prior to termination.

You may have to pay reasonable enforcement expenses, including any amount reasonably incurred by the use of our staff and facilities, in the event of a breach of the Card terms and conditions in this PDS.

12.0 Variations.

We'll always let you (Primary Cardholder) know if, for any reason, the Card terms and conditions of your account change. However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities. We can also give a shorter notice period (or no notice) if we believe doing so is reasonably necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss. We may notify you of changes as set out in the following table:

Type of Change	Time Frame	Method of Notification
New fee or charge or increase in fee or charge for performing electronic transactions, or issuing or replacing a device used to conduct electronic transactions	30 days in advance.	In writing or electronically*.
Other new fee or charge or increase to a fee or charge	30 days in advance.	In writing, electronically* or through media advertisement.
Changes increasing your liability for electronic transactions	30 days in advance.	In writing or electronically*.
Government charges.	In advance of the change, or reasonably promptly after a government agency, government or representative body notifies us, unless the change has been publicised by a government agency, government or representative body	In writing, electronically* or through media advertisement.

Type of Change	Time Frame	Method of Notification
Any other change to a term or condition.	As soon as reasonably possible (which may be before or after the change) or, if we believe the change is unfavourable to you, we will give you notice 30 days in advance.	In writing, electronically* or through media advertisement.

* Please refer to paragraph 14.1 below in relation to electronic communication and notices.

12.1 Other changes.

Subject to clause 12.0, we may also make any other changes to this PDS without your consent at any time:

- as a result of any change or anticipated change in:
 - circumstances relating to the account or product or service such as, for example, changes in technology or our systems; or procedures or product mix or changes to the risks of, or the features or benefits of, the account or product or service; or
 - our structure or financial position, including our cost of funds and liquidity; or
 - industry, market or best practice; or
- for prudential reasons; or
- if we reasonably think the change should be made:
 - to meet our legal obligations or as a result of any change or anticipated change to a relevant law, code of guidance; or
 - to reflect judgments of any court or tribunal or guidance or views of any regulator or external dispute resolution service of which we are a member; or
 - to correct errors, inaccuracies or ambiguities; or
 - to streamline the administration of the account or product or service; or
 - on the basis that it is impractical for us to continue without the change; or
 - for reasons of security; or
- to make them clearer or simpler.

Provided that the change is not materially adverse to you, we may not issue a supplementary PDS, and may update this PDS. We will make our updated PDS available on Westpac.com.au/ebcard. You may find the latest version at any time on Westpac.com.au/ebcard. You may also request a free paper or electronic copy of any updated information by contacting us using the contact details at the front of this document.

13.0 What to do if you have a problem or dispute.

If you have a complaint, we aim to resolve it at your first point of contact.

You can contact us by:

Telephone: 1300 650 107, from anywhere in Australia.

E-mail: Go to our website, westpac.com.au, click on 'Contact Us' and then 'Customer Feedback'.

Fax: 1300 655 858.

Mail: Reply Paid 5265, Sydney NSW 2001.

If you are not satisfied with our response, you may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA's contact details are:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

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

Please note that if you haven't first tried to resolve your complaint with us, the external dispute resolution scheme will generally direct your complaint to us and we'll provide you with a response under our internal dispute resolution process.

14.0 Other.

14.1 Notices.

We may give you, or serve any notice or disclosure that we are required to give or serve you electronically to your last known email address or other electronic contact details. We may also or instead give you paper notices. You agree to regularly check your email and electronic devices for our communication. If for any reason you are not able to receive or store electronic communication, you must notify us immediately, otherwise we are entitled to assume that you agree to receive electronic communication. Please keep your contact details, including your email address given to the Bank up to date. You can update your details using Online Banking or by contacting us using the contact details at the front of document.

14.2 Your Privacy.

We manage your personal information in accordance with our Privacy Policy, which is available at westpac.com.au/privacy/. Due to the nature of this card product, your transaction history will be available to the Provider.

14.3 Marketing Consent.

We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers.

Please:

- call us on 132 032;
- write to us at GPO Box 3433, Sydney, NSW 2001; or
- call in at any Westpac branch,

if you do not wish to receive marketing communications from us.

14.4 Change of name or contact details.

You agree to promptly notify us of any change to your name or contact details.

14.5 Certificate of balance.

A certificate signed by one of our officers stating the balance of the Card Account will be sufficient evidence of the amount of the Primary Cardholder's liability to us at the date of issuing that certificate.

14.6 Exercising our rights.

If we fail to exercise or delay in exercising any of our rights under this PDS, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under the PDS at any time, despite any previous failure or delay on our part.

14.7 Governing law.

This PDS is governed by the laws of New South Wales.

14.8 Non-Assignment.

You may not assign your rights under this contract to another person.

The Bank may, acting reasonably, assign, novate or otherwise transfer this contract to someone else. In doing so, it may disclose your personal information to prospective or actual transferees. If the Bank transfers this contract, the contract will apply to the transferee as if it were the Bank.

14.9 Foreign Tax Residents.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

Appendix 1: Definitions

- (a) **Account Holder** means in relation to your Card Account, the Primary Cardholder, in whose name the account is conducted and who is responsible for all Electronic Transactions on that account.
- (b) **Additional Cardholder** means the person(s) being at least 18 years of age, who from time to time, has/have been issued with an additional Card for use on the Card Account at the request of the Account Holder.
- (c) **Agreement** means an agreement entered into between a Provider and Westpac to provide a Facility and as further described in Part 1 of this document.
- (d) **Bank, Westpac, our, we, us** means Westpac Banking Corporation ABN 33 007 457 141 Australian Financial Services Licence and Australian credit licence 233714.
- (e) **BPAY** and **BPAY View** are registered trademarks of BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street, Sydney NSW – Telephone (02) 9646 9222.
- (f) **BPAY Payment** is a payment made via the BPAY Scheme through Online Banking.
- (g) **Business Day** means a day that is not a Saturday, Sunday, or a national public holiday in Australia.
- (h) **Card** means your Employee Benefits Card.
- (i) **Card Account** or **Account** means any of the following cards issued to you:
- Employee Benefits Card (Everyday Purchases) card;
 - Employee Benefits Card (Meal Entertainment) card; and/or
 - Employee Benefits Card (Meal & Accommodation) card.
- A Card that has been issued to an Additional Cardholder has been issued on the one account.
- (j) **Cardholder** means the person(s) being at least 18 years of age, who from time to time, has/have been issued with a Card for use on the Card Account at the request of the Provider or in the case of an Additional Cardholder, the request of the Account Holder.
- (k) **Code** means a PIN, Online Banking password or any similar information which may be required in order to make Electronic Transactions to or from your Card Account and which the User is required to keep secret.
- (l) **Contactless Terminal** means an Electronic Banking Terminal which can be used to make a Contactless Transaction.

- (m) **Contactless Transaction** means a transaction made by holding your Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal and without having to insert or swipe the Card.
- (n) **Device** means an article we give to a User to perform Electronic Transactions.
- (o) **eCommerce Transaction** means a Card transaction between a Primary Cardholder and a Merchant over the internet or other networks using a personal computer or other access device. Mail and telephone orders are excluded from this definition.
- (p) **Electronic Banking Terminal** means any authorised terminal or device in which you can use your Card or your Card and PIN.

This includes:

- Westpac branch terminals in Australia;
 - Westpac, St.George, Bank of Melbourne and BankSA automatic teller machines in Australia;
 - Automatic teller machines of other selected financial institutions in Australia;
 - Automatic teller machines overseas bearing the Mastercard® or Visa logo;
 - Automatic teller machines overseas bearing the Cirrus logo;
 - Electronic funds transfer at point of sale (EFTPOS) terminals; or
 - Any other authorised terminal or device connected to the Bank's electronic banking system from time to time.
- (q) **Electronic Equipment** includes Electronic Banking Terminals, computers, televisions and telephones.
- (r) **Electronic Transaction** means payment transactions that are initiated on your Card Account using Electronic Equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.
- (s) **Employee Benefits Card** means any or all of the Card Accounts.
- (t) **Employee Benefits Card (Everyday Purchases)** means a Card that may be used to pay for goods or services from any Merchant permitted by the Provider, subject to the restrictions set out in Part 2, paragraph 2.1.
- (u) **Employee Benefits Card (Meal Entertainment)** means a Card that may only be used to pay for meal entertainment expenses, within the meaning given to that expression in the FBTA, subject to the restrictions set out in Part 2, paragraph 2.1.

- (v) **Employee Benefits Card (Meal & Accommodation)** means a Card that may only be used to pay for meal entertainment and entertainment facility leasing expenses, within the meaning given to those expressions in the FBTA, subject to the restrictions set out in Part 2, paragraph 2.1.
- (w) **Employer** means an employer who is subject to the provisions of section 57A or section 65J of the FBTA.
- (x) **Facility** means an Employee Benefit Card facility provided by Westpac to a Provider pursuant to an Agreement and as further described in Part 1, paragraph 1.0 of this document.
- (y) **FBT** means fringe benefit tax as that expression is defined in the FBTA.
- (z) **FBTA** means the Fringe Benefits Tax Assessment Act (Cth) 1986.
- (aa) **Fee Schedule** means the document entitled "Employee Benefit Card Fee Schedule" accompanying this document.
- (bb) **Floor Limits** means a limit applicable to a sales merchant on a case by case basis, under which the merchant can process transactions without requiring their merchant acquirer to approve the transaction.
- (cc) **Foreign Transaction** is any transaction made using the Card:
- in a currency other than Australian dollars; or
 - in Australian dollars or any other currency with a Merchant located outside Australia; or
 - in Australian dollars or any other currency that is processed by an entity located outside Australia.
- Note:** It may not always be clear to you that the Merchant or entity processing the transaction is located outside Australia.
- (dd) **Foreign Transaction Fee** is a fee charged to you by Westpac, calculated as a percentage of the Australian dollar value of a Foreign Transaction. The percentage may vary depending on the applicable card scheme.
- (ee) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (ff) **Identifier** means information that a User knows and must provide to perform an Electronic Transaction but is not required to keep secret.
- (gg) **Manual Signature Comparison** means a method of authenticating your authority to make a transaction on the Card Account, involving verification by comparison of your manual signature with a written specimen signature, such as the signature that appears on your Card.

- (hh) **Merchant** means a provider of goods or services whose premises has an Electronic Banking Terminal.
- (ii) **Online Banking** means Westpac Online Banking, the online banking service registered in the name of an individual to manage their banking online. Online Banking is governed by separate Terms and Conditions located at westpac.com.au.
- (jj) **PDS** means the product disclosure statement in Part 2 of this document.
- (kk) **PIN** means the personal identification number or word which has been selected by you, or which has been allocated to you by us, for use with your Card in any Electronic Banking Terminal.
- (ll) **Primary Cardholder** means the person, being an employee who is nominated by the Provider to be issued with an Employee Benefits Card.
- (mm) **Provider** means either:
- the Employer; or
 - a salary packaging provider commissioned by the Employer to manage the Employee Benefits Card facility.
- (nn) **Statement Cycle** means:
- the period commencing the day after a Statement Date, ending on the next Statement Date, or
 - if there is no Statement Date, a period commencing the day of the first use of an Employee Benefits Card, ending on the next Statement Date.
- (oo) **Statement Date** means:
- the 27th day of a calendar month that is a Business Day; or
 - if the 27th day of a calendar month is not a Business Day, the last Business Day immediately prior to the 27th day of the month.
- (pp) **Unauthorised transaction** means any transaction made without your knowledge or consent.
- (qq) **User** means the person(s) authorised by the Account Holder to perform Electronic Transactions on the Card Account.
- (rr) **Westpac Group** means Westpac and its related bodies corporate.
- (ss) **You** and **your** means either the Primary Cardholder or Additional Cardholder as the context requires.

Appendix 2: Direct Debit Request Service Agreement.

1.0 Our Commitment to You.

We will notify you in writing of changes as soon as reasonably possible and at least 14 days before the change is made, unless we believe the change is unfavourable to you in which case we will give you at least 30 days' notice.

We will keep all information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution.

If you have a debit balance on your card, but then make a payment onto your card that places your card into credit or results in a zero balance at the due date, no direct debit repayment transaction will take place.

If however, you have a debit balance on your card, and fail to make an adequate additional payment to your card account that brings your card to a zero or positive balance by the end of each Statement Cycle, you authorise and instruct us to perform a direct debit of your nominated bank account on or after the end of the respective Statement Cycle to return your card balance to a zero or positive balance.

2.0 Your Commitment to Us.

Please ensure that your nominated account is correctly provided, and that it can accept direct debits. If you are unsure, please contact your financial institution.

Please ensure that there are sufficient cleared funds available in the nominated account, on the due date, to cover the direct debit.

You need to let us know as soon as possible, if the nominated account is transferred or closed, or your account details change.

If your direct debit arrangements are cancelled for any reason, you will need to arrange an alternative account for making the repayment.

Please ensure that the Direct Debit Request form is signed in accordance with the signing authority for the account to be debited.

3.0 Can you change the Direct Debit arrangements?

Any changes that you would like to make are subject to the PDS. You need to give us seven (7) days notice before your next scheduled repayment for any of the following:

- Stopping an individual payment;
- Deferring a repayment;
- Suspending future repayments;
- Cancelling the repayments immediately; or
- Altering the repayment amount or repayment cycle.

You can make all of these changes by calling us on 1300 650 107, or contacting your financial institution.

If you consider a direct debit repayment has been initiated incorrectly, or if you don't understand any aspect of the direct debit procedure, you should contact us on the number above.

4.0 Other Information.

If your date for a card repayment falls on a weekend or a National Public Holiday, we will automatically direct debit the repayment on the next Business Day after the weekend or National Public Holiday. Please contact your financial institution with processing enquiries.

If there is any debit balance at all on the repayment due date, the full amount of the repayment will take place.

If your financial institution cannot withdraw the nominated amount from your account (for example there's not enough money in your account) they may dishonour the withdrawal. Please check the Terms and Conditions of your account to see whether dishonour fees apply.



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MANAGEMENT SYSTEMS

Employee Benefits Card Fee Schedule.

This is the Fee Schedule referred to in the Product Disclosure Statement issued by Westpac Banking Corporation ABN 33 007 457 141 Australian Financial Services Licence and Australian credit licence 233714 effective 11 November 2019.

Schedule of Fees		
Description	Frequency	Amount
Transaction fee	Per transaction	0.00%
Foreign Transaction fee*	Per transaction	3.00%
Interest on purchases	Per transaction	0.00%
Annual Fee	Yearly	Nil
Monthly Fee	Monthly	Nil

* Foreign Transaction Fee is a fee charged to you by Westpac, calculated as a percentage of the Australian dollar value of a Foreign Transaction. The percentage may vary from time to time depending on the applicable credit card scheme:

- Visa and Mastercard: 3.0%

Example 1: If you make a Foreign Transaction that converts to the amount of \$100 in Australian dollars, and the Foreign Transaction Fee is 3.00%, then the Foreign Transaction Fee for this Foreign Transaction will be \$3.00.

Example 2: If you make a Foreign Transaction that converts the amount of \$1000 in Australian dollars, and the Foreign Transaction Fee is 3.00%, then the Foreign Transaction Fee for this Foreign Transaction will be \$30.00.

For further information about the Foreign Transaction Fee, please refer to section 3.2 of the Product Disclosure Statement.

This page has been left blank intentionally.

For more information:



Within Australia

1300 650 107

Overseas

Ring the operator in your current locality and book a reverse charge call to Australia.

+61 2 9374 7082



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