

Customer Banking Agreement

Westpac PNG



July 2024



The Customer Banking Agreement governs the relationship between you and the Bank in respect of all your Accounts and Services you open and operate with us. It applies to each Account and Service from the earliest of the following to occur:

- your first use of an Account or Service once you have been notified this Customer Banking Agreement forms part of your contract with the Bank and applies to each existing Account and Service and any subsequent Account and Service, and you have not requested the Bank to close your Accounts and Services or terminate your access; or
- your first use of an Account or Service; or acceptance of an Account or Services Terms and Conditions after the effective date of this Customer Banking Agreement; or
- by an act or event as otherwise stated in the Account or Service Terms and Conditions.

Changes to Terms and Conditions

We may make changes to the Terms and Conditions that apply to your Account or Service as outlined in the relevant Terms and Conditions. You have deemed to accept any changes to those relevant Terms and Conditions through your continued use of the Account or Service.

In the event you do not agree to any change to the Terms and Conditions, please contact the Bank immediately in writing at the address specified in those Terms and Conditions or at the address for your country listed at the back of this document.

The Bank may be required to close your Account or Service in the event you do not agree to any changes to the Terms and Conditions. Refer to the clause “Closure of your Account or Service by the Bank” (page 8) for further information on the Bank’s course of action.

Privacy Statement and Consent Request

All personal information and credit-related information (where applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at <https://www.westpac.com.pg/privacy/> or by calling us on (675) 322 0888 or visit us in branch.

Our Privacy Statement also provides information about how you can access and correct your personal information and make a complaint. You do not have to provide us with any personal information or credit information (where applicable), but if you don't, we may not be able to process your application.

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can let us know using the contact details in our Privacy Statement <https://www.westpac.com.pg/privacy/> or follow the opt-out instructions in the message.

Further Acknowledgements and Consents

You acknowledge and agree that:

- a. you will accept any consequences flowing from the dissemination or disclosure of Personal Information by the Bank in accordance with the Privacy Statement, and will indemnify the Bank against any related loss or claim;
- b. this clause shall survive the closing, pursuant to the Terms and Conditions, of any Account and or Service, and your continued use of the Account or Service, subject to the relevant Terms and Conditions constitutes your consent to the disclosure described;
- c. your consent, the Bank's ability to use or disclose information, and all the provisions of the Privacy Statement and this clause apply to any current Account and Services and any subsequent Account or Services including but not limited to, disclosure of your beneficial interest in the Account and Services provided in connection with the Account or facility which you may hold with the Bank; and
- d. the Bank may cancel a third party (i.e. a signatory's) right to operate an Account at any time.

Other Acknowledgements

- We may confirm the details of the information you provide in your application(s).
- Your application(s) is/are not an offer or acceptance of credit.

Credit Information

We may provide credit information to a credit reporting agency to assess your credit application and manage your product or facility with the Bank. This information includes identification, that credit has been applied for and the amount; details of payments which become overdue for more than 60 days and for which collection actions have commenced; that payments are no longer overdue; details of any cheques drawn which have been dishonored more than once; that in the Bank's opinion you have committed a serious credit infringement; and that the credit provided to you by the Bank has been paid or discharged.

We will obtain certain credit information to enable the Bank to assess your application for personal or commercial credit. You authorise the Bank to obtain from a credit reporting agency, a credit report containing personal or commercial information about you in relation to personal or commercial credit provided to you; and from a business which provides information about the commercial credit worthiness of a person, information about your commercial activities or commercial credit worthiness.

We may exchange credit information with other credit providers. You authorise the Bank to give and obtain from other credit providers named either in your application or in a credit report issued by a credit reporting agency any information about your credit worthiness, credit standing, credit history or credit capacity. This information may be used to: assess your application for credit and/or your creditworthiness; assist you to avoid defaulting your credit obligations, and notify other credit providers of a default.

Sanctions/Anti-Money Laundering and Counter- Terrorism Financing Obligations

You should be aware, and agree that:

- a. we may from time to time require additional information from you to assist us in compliance obligations, or where we in our absolute discretion consider it appropriate, necessary or advisable to collect additional information to meet broader disclosure requirements;
- b. where legally obliged to do so, we will disclose any information gathered to any of the Bank's branches, head offices, representatives or Related Members and any authority (including without limitation, any central bank, or other fiscal or monetary authority, or a tax authority), regulator, or government agency (enforcement or otherwise) in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary and advisable;
- c. you provide the Bank with the following undertakings and indemnify the Bank against any potential losses arising from any breach by you of such undertakings:
 - i. you will not initiate, engage in or effect a transaction that may be in breach of any relevant law or sanctions (including those of any jurisdiction); and
 - ii. any activity underlying any transaction does not breach any relevant laws or sanctions (including those of any jurisdiction).

Closure of your Account or Service by the Bank

On rare occasions we may exercise our discretion to close an Account/(s) or Service (and cancel any linked cards) due to unsatisfactory conduct or for any other reason we deem (in our sole discretion) appropriate, such as (while not an exhaustive list)

- where your account is designed for domestic or personal use by you as a personal customer and is being used for business purposes; or
- where you hold an account that has been designed to promote your interests as an account holder who is under 18 years of age, and in our reasonable opinion, the account is being used for purposes that do not benefit you or are not in your interests as an account holder who is under 18 years of age; or
- where we reasonably believe the use of an account has caused harm (for example financial abuse) to another person.
- you do not provide us with any document or information we reasonably request from you; or
- you do not agree to any changes to the Terms and Conditions.

If this happens, we will notify you in writing at the address shown on our records and will also make a direct deposit to an alternative nominated account for the net credit balance of the closed Account.

In certain circumstances we may not provide you with any prior notice. When we do so, we will act fairly and reasonably towards you.

The closure of your Account or Service by the Bank in these circumstances is not considered to be a breach of the Terms and Conditions or any other contract that exists between you and the Bank. The Bank will not be liable for any consequential loss or damage you suffer as a result either directly or indirectly from the closure of your Account or Service.

We reasonably consider it necessary to comply with our policies, laws or sanctions (or the law or sanctions of any other country), or to comply with our regulatory and compliance obligations and manage associated risk.

The Customer Banking Agreement is governed by the applicable laws in the country in which your Account has been established and you agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

Account	means any and all of the Accounts you open, operate and/or maintain with the Bank and includes but is not limited to any lending or deposit facilities.
Personal Information	has the meaning given to that term in the Australian Privacy Act 1988 (Cth), as amended from time to time, until such time as local legislation provides a specific definition
Related Members	means (as appropriate): Fiji - has the meaning of 'related body corporate' as that term is defined in the Companies Act 2015, Fiji as amended from time to time; and Papua New Guinea - has the meaning of 'related company' and 'related corporation' under the Companies Act 1997.
Relevant Jurisdiction	means (as appropriate): <ul style="list-style-type: none"> • Fiji; and or • Papua New Guinea.
Service	means the services provided by the Bank to operate an Account and includes but not limited to card access and Electronic Banking Services or any banking or trading facility that you open or operate with the Bank.

the Bank, Our, Us, We, or Westpac	means Westpac Banking Corporation. Westpac branch locations in Fiji and Westpac Bank – PNG – Limited.
You	means any person (including an individual or legal entity) who has or will open, operate or have access to an Account or Service issued by the Bank or a Related Member. This includes any account holder, cardholder, signatory, associated party user or guarantor.

We're here to help

Our Customer Care team is ready to assist between the hours of 8am-6pm on business days.



(675) 322 0888



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www.westpac.com.pg

