



NAB Commercial Cards Electronic Banking Conditions

3 October 2023

NAB Commercial Cards Electronic Banking Conditions

1. What to read

(a) These Commercial Cards Electronic Banking Conditions govern the use of electronic banking facilities in connection with your Facility and Cards issued under that Facility. You should read the following documents:

- (i) Commercial Cards Facility Conditions;
- (ii) terms and conditions applying to any Nominated Account accessible by using a Card; and
- (iii) Commercial Cardholder Conditions.

You should consider these documents with your Letter of Offer. It is important that you read all the documents relevant to the Account carefully and retain them for future reference.

- (b) You should also ensure that each Cardholder is provided with a copy of these Commercial Cards Electronic Banking Conditions and the Commercial Cardholder Conditions. In respect of EFT Transactions, these Commercial Cards Electronic Banking Conditions will apply to the extent of any inconsistency with any other applicable terms and conditions relevant to your Facility. However, the Commercial Cards Facility Conditions take priority in relation to any notice of cancellation or revocation of any electronic banking facility.
- (c) Fees may apply to EFT Transactions – these are detailed in ‘A Guide to Fees and Charges - Personal banking fees’, or ‘Business Banking Fees – a guide to fees and charges’, as applicable.

2. How we will work with you

2.1 Our promise to you

We have made a number of promises to you, and made a commitment to good banking practices, which are set out in the Commercial Cards Facility Conditions. These promises and commitments also apply to your use of our electronic banking facilities.

2.2 ePayments Code promise

We promise that we will comply with the requirements of the ePayments Code for all EFT Transactions on Nominated Accounts other than Business EFT Transactions.

2.3 Electronic Banking failure – when we are liable to you

- (a) If the ePayments Code applies to you for an EFT Transaction on a Nominated Account, we are liable to you for losses you suffer caused by the failure of our Electronic Equipment or system to complete an EFT Transaction accepted by our system or our Electronic Equipment in accordance with your instructions or a Cardholder's instructions.

However, we are not liable for consequential losses where you or the Cardholder should reasonably have been aware that our Electronic Equipment or system was unavailable for use or malfunctioning. Our responsibilities in this case will be limited to the correction of errors in your Account and the refund of any charges or fees imposed on you as a result. We will also not be liable for any losses caused by the failure of our Electronic Equipment where our system or Electronic Equipment has not accepted the EFT Transaction. Consequential loss means any loss or damage suffered by a party which is indirect or consequential, loss of revenue, loss of profits, loss of goodwill or credit, loss of use, loss of data, damage to credit rating, loss or denial of opportunity, or increased overhead costs.

- (b) If the ePayments Code does not apply to you, we are not liable to you for any loss, claim, liability or outgoing, including without limitation any consequential loss or liability which you suffer because of any failure of our systems or our Electronic Equipment to complete a Business EFT Transaction.

3. Getting started

3.1 Accepting Electronic Banking terms and conditions

- (a) You must give each Cardholder a copy of these Commercial Cards Electronic Banking Conditions before any of the events referred to in this clause occur.
- (b) Clause 5.3 and the guidelines on security in clause 5.1 apply immediately when you or a Cardholder receives or selects a PIN.
- (c) You accept all other Commercial Cards Electronic Banking Conditions when any of the following first occurs:
 - (i) You or any Cardholder conducts an EFT Transaction on any Nominated Account; or
 - (ii) You or any Cardholder receives a Card or Card Account Details, whichever happens first.

3.2 EFT terms and conditions

- (a) EFT Transactions on your Nominated Accounts include, but are not limited to EFT Transactions initiated by a Cardholder:
 - (i) using a Card and PIN at any ATM;
 - (ii) at EFTPOS facilities provided by Merchants using a Card and PIN;
 - (iii) using Card Account Details through other Electronic Equipment (such as personal computer or telephone) including, for example, Merchant internet sites and by telephone or email with a Merchant;
 - (iv) where a Card is used through a 'swipe-only' device that does not require a manual signature; and

- (v) using a Card or Card Account Details at a Contactless Reader.
- (b) The processing of an EFT Transaction to a particular Account will depend on the functionality of the Electronic Equipment (for example, an overseas ATM may process a transaction to a Main Nominated Account which is a credit card account even though you sought to initiate a debit transaction on a different Nominated Account).
- (c) We accept no responsibility for this differing functionality.

3.3 Important information about Cards

- (a) Cardholders should take proper care of their Card and Card Account Details. Do not keep Cards in contact with other cards that have a magnetic strip. Magnetic strips can react with each other and if this occurs the Card may no longer operate at an ATM or EFTPOS Terminal.
- (b) Each Card is issued with validity dates denoting month and year for example 03/20 is March 2020. The commencing date is the first day of the month, the expiry date the last day of the month. Cards are not valid before or after these dates. Expired Cards must be destroyed.
- (c) Cards remain our property and must be returned to us or destroyed (by cutting it vertically in half through its magnetic strip and embedded Chip) if:
 - (i) we notify you that the Card has been cancelled;
 - (ii) all of the Nominated Accounts are closed; or
 - (iii) you revoke the authority of a Cardholder to operate your Nominated Accounts by using the Card.
- (d) Cards may be confiscated by an ATM if the Cardholder repeats invalid PIN entries. The number of additional entries allowed after the first invalid entry may be varied and is not subject to any prior notice.

4. Using Electronic Banking

4.1 Nominated Accounts

Except for Cards issued under a commercial charge card facility (for example a 'NAB Business Card Facility'), each Cardholder can nominate NAB Accounts that can be used with their Card and/or PIN (or Card Account Details) to enable transactions to be made on those NAB Accounts using our card-based electronic banking facilities. There is a limit to the number and type of accounts which can be Nominated Accounts. Some types of Electronic Equipment may not allow access to all types of accounts. For further information, Call Us.

4.2 What is a Main Nominated Account?

If a Card is a credit card, the credit card Account is the Main Nominated Account. Each Cardholder can also nominate up to two additional accounts as Nominated Accounts comprising any combination of cheque, savings and home loan accounts.

4.3 EFTPOS Transactions must be debited to a Nominated Account

Individual EFTPOS Transactions must be debited to a Nominated Account. EFTPOS Terminals permit access to the Cardholder's Nominated Account(s) and will debit an EFTPOS Transaction to one of the Cardholder's Nominated Accounts being a Card account, cheque or statement savings account.

4.4 EFT Transactions

- (a) We reserve the right to limit the amount which may be withdrawn or transferred from a Nominated Account by way of certain EFT Transactions.
- (b) A 'daily' limit applies from midnight to midnight Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable) to purchases and withdrawals of cash undertaken using a Card and PIN.
- (c) For a NAB debit card a daily limit applies to all purchases and withdrawals of cash undertaken using a Card and PIN.
- (d) A daily limit applies to all ATM cash withdrawals or to the cash component of a transaction made at an EFTPOS Terminal under clause 4.10(a).

- (e) We will advise you of the daily limit when issued a Card. Your daily limit includes the value of any transactions where Card Account Details are used through a device. We will also advise you if there is a change to the daily limit. You should advise all Cardholders of the daily limit and any changes. You are not liable for Unauthorised Transactions that exceed the daily limit - see clause 5.6(c).

4.5 NAB ATMs

- (a) Subject to the terms and conditions applying to the Cardholder's Nominated Account(s), a Card and PIN can be used at NAB ATMs as determined by us.
- (b) NAB ATMs allow Cardholders to withdraw or transfer funds between their Nominated Accounts, check account balances and (except for credit card accounts) obtain a record of recent transactions.
- (c) Some NAB ATMs may also allow Cardholders to deposit funds into a Nominated Account and to change their PIN.
- (d) Cardholders should familiarise themselves with the correct use of NAB ATMs. If a Cardholder is unsure or requires assistance in the operation of a NAB ATM, please seek assistance from our branch staff or Call Us.

4.6 ATM deposits

- (a) When making a cash deposit at an ATM, Cardholders should be aware that any cash deposit made at an ATM may not be credited to their Nominated Account immediately.
- (b) Each cash deposit made at an ATM is subject to our verification and at our discretion, acting reasonably, may not be credited to the Nominated Account until the following Business Day. Subject to our verification, deposits made at an ATM after 6.00pm will be credited to your Nominated Account within two Business Days.
- (c) If there is a discrepancy between the deposit value verified by us and the amount recorded by the ATM, we will promptly tell you the actual amount credited to the Nominated Account.

Cardholders should remember to include the ATM deposit advice card in the envelope with the deposit, as failure to do so may delay funds being credited to the Nominated Account. We reserve the right to correct or reverse any such deposit transaction.

- (d) We are responsible for the security of deposits correctly lodged at an ATM, subject to verification of the amount deposited.
- (e) You should make sure that Cardholders keep all records associated with any deposit made via an ATM until the deposit is verified and recorded on your Nominated Account statement. Where the claimed deposit is not available for verification following forceful removal of the ATM or other criminal act, we require you to reasonably substantiate the value of your claim.

4.7 Proceeds of cheques will not be available until cheques are cleared

If you or a Cardholder makes a deposit at an ATM that includes a cheque, the cheque funds are not available for withdrawal until the cheque has been cleared (this condition applies to deposits made through an ATM or at one of our branches). We will promptly tell you if there is a discrepancy between the value of cheques deposited as verified by us and your deposit claim. We reserve the right, acting reasonably, to correct or reverse any such deposit transaction.

4.8 We can place a hold on deposits that include cheques

- (a) Because of the requirements of our systems, where a deposit includes one or more cheques, we reserve the right to place a 'hold' (normally 3 Business Days) on the full amount of the entire deposit (cash and cheques) until all cheques have cleared. If you or any Cardholder expects to withdraw cash deposited at an ATM within the three-day period, then the cash should be deposited separately from the cheques - that is, make two deposit transactions.
- (b) We will not be responsible for any claim or refusal of a transaction if this condition is

disregarded. You can check your available funds online or Call Us to check if funds are clear.

- (c) Subject to clause 5.5 you, agree to indemnify us against all claims or liabilities we may incur as a consequence of collecting a cheque of which you are not the true owner, except to the extent such claims or liabilities are the result of our fraud, negligence or misconduct, or that of our related entities, our contractors or our agents.

4.9 ATMs provided by other institutions

- (a) ATMs provided by other institutions accepting Cards may allow Cardholders to withdraw funds and check their designated Nominated Account balances.
- (b) Institutions providing other ATMs accepting Cards may impose their own fees and restrictions on the operation of the Cards with their ATMs including limiting the amounts which may be withdrawn and the Accounts which may be accessed (this means that funds you attempt to withdraw from a non-NAB ATM may be processed from an Account which was not nominated at the time of withdrawal). We accept no responsibility for such fees and restrictions.

4.10 EFTPOS Transactions

- (a) EFTPOS Terminals allow Cardholders to pay for purchases and may allow the option of withdrawing extra cash from the Cardholder's designated Nominated Accounts (except a credit card account). Merchants providing EFTPOS Terminals accepting Cards or other devices may impose their own fees and restrictions on EFT Transactions using their EFTPOS Terminals including limits to the amounts which may be withdrawn. We accept no responsibility for such fees and restrictions.
- (b) If an EFTPOS Terminal malfunctions or fails, the Merchant may provide alternative manual procedures to enable a transaction to be made. Similar to paper voucher credit card transactions, Cardholders will be required to present their Card for imprinting of a transaction voucher, sign the transaction

voucher and may be required to specify one of the Nominated Accounts. We may, acting reasonably, vary the manual procedures we have with Merchants at any time.

- (c) If a Nominated Account must be specified and that account is closed or has insufficient funds available, we may redirect the debit entry to another Nominated Account (excluding a credit card account) without notice to you.

4.11 Things you and Cardholders should know about Merchants

- (a) Any complaints concerning goods and services purchased must generally be resolved with the Merchant.
- (b) Promotional material referring to our card-based electronic banking facilities that is displayed on or in any Merchant's premises, does not mean that all goods and services available at those premises may be purchased by means of an EFT Transaction. We are not liable for any refusal of any Merchant or bank to accept an EFT Transaction from a Cardholder, whether or not the Merchant displays promotional material referring to our card-based electronic banking facilities. Merchants may impose other limitations on the use of Cards and Card Account Details.

4.12 Online, telephone and electronic transactions

- (a) The Merchant or other person may impose their own restrictions on EFT Transactions using other electronic means or equipment. For example, a Merchant may:
 - (i) place restrictions on EFT Transactions conducted through an internet site or by which involve telephone or electronic mail; or
 - (ii) be unable to accept purchases using Contactless Readers. This may mean that a Cardholder cannot transact by contactless measures.

We accept no responsibility for any restrictions imposed by third parties in connection with any such transactions through Electronic Equipment.

4.13 Contactless transactions

Using Digital Wallets irrespective of the value of the purchase, Cardholders may not be required to enter a PIN in a Contactless Reader when making a Contactless Purchase using a Digital Wallet – see clause 5.1(c) for more information.

4.14 Receipts

- (a) We recommend you retain or record Receipts and recommend that Cardholders also do so to verify your statements of Account.
- (b) A Receipt issued by an EFTPOS Terminal or ATM may be accepted as evidence that the transaction has been performed by us. This does not apply to deposits lodged in ATMs – see clause 4.6.

4.15 Statements

- (a) Statements of Account are provided under the Commercial Cards Facility Conditions. Account statements for all other Nominated Accounts are provided under the terms and conditions of the Nominated Account.
- (b) For the purposes of preparing statements, we reserve the right to show an EFT Transaction as having been carried out on the next Business Day after the day the transaction was made.

5. Security and Protection

5.1 Take these steps to protect Card security

- (a) Cardholders should also comply with these requirements to protect the security of their Card, Card Account Details and PIN to help reduce the possibility of any inconvenience:
 - (i) do not permit any other person to use the Card and/or Card Account Details;
 - (ii) destroy the PIN and envelope (if any) after memorising the PIN;
 - (iii) take reasonable care when using an ATM, or EFTPOS Terminal to ensure the PIN is not disclosed to any other person; and
 - (iv) should a Cardholder require a memory aid to recall their PIN, Cardholders may make such a record, providing the record is

reasonably disguised. However, we do not consider the following examples to provide a reasonable disguise and Cardholders must not:

- (A) record the disguised PIN on their Card;
 - (B) disguise a PIN by reversing the number sequence;
 - (C) describe the disguised record as a 'PIN record' or 'Password record';
 - (D) disguise the PIN as a telephone number, part of a telephone number, postcode or date of birth; or
 - (E) disguise the PIN using alphabetical characters corresponding to numbers.
- (b) There may be other forms of disguise which may be similarly unsuitable because of the ease of another person discerning your PIN.
- (c) A PIN may not always be required as part of the authentication method when making purchases/payment via Digital Wallets (eg. on a mobile phone or wearable device) and/or through devices with integrated virtual assistants. Alternative authentication methods like a device code or biometric identifier (like fingerprint, voice and facial recognition) may be required in place of a PIN.
- (d) Please note the requirements set out in clause 5.1 are for the assistance of you and Cardholders but your liability in the case of an actual loss will be governed by the ePayments Code (if applicable) and clause 5.3 in this document. However, Cardholders should take care to meet the requirements set out in clause 5.1 as a failure to meet these may, in some circumstances, constitute an act of extreme carelessness under clause 5.3(a)(iii).

5.2 Card security

Cardholders must:

- (a) sign the Card immediately on receipt;
- (b) keep the Card in a safe place, and provide reasonable protection for the Card and Card Account Details from theft;

- (c) Call Us (or contact us by other means we make available) to let us know if the Card or Card Account Details (or any devices through which Card Account Details may be used) are lost or stolen;
- (d) use the Card in accordance with these Commercial Card Electronic Banking Conditions;
- (e) destroy an expired Card; and
- (f) if a temporary Card has been issued, destroy it upon receipt of a personalised Card.

Customers must:

- (g) Call Us (or contact us by other means we make available) to let us know if the Card or Card Account Details (or any devices through which Card Account Details may be used) are lost or stolen; and
- (h) advise any change of address - refer to the Customer Service details at the front of this document.

5.3 PIN security

- (a) If we provide a Cardholder with a PIN, the Cardholder must not:
 - (i) voluntarily disclose the PIN to anyone, including a family member or friend;
 - (ii) record the PIN on the Card or on any article carried with the Card or liable to loss or theft simultaneously with the Card; and
 - (iii) act with extreme carelessness in failing to protect the security of the PIN (for example, the Cardholder does not comply with requirements set out in clause 5.1).
- (b) If we allow a Cardholder to select a PIN or change their PIN, the Cardholder must not select:
 - (i) a numeric code which represents their birth date; or
 - (ii) an alphabetical code which is a recognisable part of their name.

Either of these selections may mean you are liable for losses caused by Unauthorised Transactions caused by a breach of a Cardholder's PIN.

5.4 Call Us if you or a Cardholder suspects security has been compromised

- (a) If you or a Cardholder believes a Card or Card Account Details (or any devices through which Card Account Details may be used) have been lost or stolen, the PIN divulged or that there has been misuse of a Card or Card Account Details, you or the Cardholder must Call Us as soon as possible. We will acknowledge receipt of this advice and you should record or retain this acknowledgement.
- (b) Once we have been notified of these matters, your liability may be limited (see clauses 5.5 below).
- (c) Where means of contacting us outlined in these Commercial Cards Electronic Banking Conditions are not available during particular periods, any losses occurring under this clause during these periods that were due to non-notification are our responsibility. However, you or the Cardholder must notify us within a reasonable time after we have reinstated those means of contacting us.

5.5 When you are not liable for Unauthorised Transactions

- (a) You are not liable for losses:
 - (i) caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
 - (ii) arising because the PIN, Card Account Details or Card is forged, faulty, expired, or cancelled;
 - (iii) arising from EFT Transactions which required the use of a Card or Card Account Details or a PIN and that occurred before you received the Card or Card Account Details or PIN;
 - (iv) caused by the same EFT Transaction being incorrectly debited more than once to the same Account;

- (v) resulting from Unauthorised Transactions occurring after notification to us that the Card or Card Account Details have been misused, lost or stolen or the security of the PIN has been breached; or
 - (vi) resulting from Unauthorised Transactions where it is clear that you or the Cardholder have not contributed to such losses.
- (b) Where you or a Cardholder notify us of an Unauthorised Transaction on a credit card or charge card account, we must exercise our rights (to the extent relevant) under the rules of the credit card or charge card scheme. If we do not do so, we will not hold you liable for any amount greater than your liability would have had if we had exercised such rights at the time you notified us.

5.6 When you are liable for Unauthorised Transactions

You are liable for losses resulting from Unauthorised Transactions if:

- (a) We can prove on the balance of probability that you or the Cardholder contributed to the losses through fraud or contravention of the security requirements in clause 5.3. You will then be liable for the actual losses which occur before we are notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.
- (b) We can prove on the balance of probability that you contributed to losses resulting from Unauthorised Transactions because you or the Cardholder unreasonably delayed notifying us after becoming aware of the misuse, or loss or theft of the Card or Card Account Details, or that the security of the PIN has been breached. You will then be liable for the actual losses which occur between the time the first of you or the Cardholder first became aware (or should reasonably have become aware in the case of a lost or stolen Card, device or Card Account Details) and when we were actually notified.

- (c) However, in relation to (a) and (b) above, you are not liable for any of the following amounts:
 - (i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
 - (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
 - (iii) that portion of the total losses incurred on any account which exceeds the balance of the account (including any prearranged credit); and
 - (iv) all losses incurred on any accounts which we have not agreed with you may be accessed using the Card or PIN.
- (d) Where a PIN was required to perform the Unauthorised Transactions and neither paragraph (a) nor (b) applies, you are liable for the least of:
 - (i) \$150; or
 - (ii) the balance of those account(s) (including any prearranged credit) from which value was transferred in the Unauthorised Transactions and which we have not agreed with you or the Cardholder may be accessed using the PIN; or
 - (iii) the actual loss at the time we are notified (where relevant) that the Card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).
- (e) You are liable for losses arising from Unauthorised Transactions that occur because you or the Cardholder contributed to the losses by leaving a Card in an ATM (as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM).

5.7 EFT Transactions

The Cardholder's use of a Card, Card Account Details or PIN through Electronic Equipment to initiate an EFT Transaction is an unchangeable order to us to process the EFT Transaction. Neither you nor a Cardholder may request us to stop or alter the EFT Transaction. However, your liability for the EFT Transaction could be limited under clause 5.5. You are generally responsible for all EFT Transactions authorised by the use of the Card and/or PIN and/or the Card Account Details or undertaken by another person with your knowledge and/or consent. Your liability for any use not authorised by you may however be limited as set out above.

5.8 Contactless transactions

When making a Contactless Purchase, Cardholders must check the correct amount of the purchase is displayed on the Contactless Reader or on the Merchant register.

5.9 Discrepancies, errors and Unauthorised Transactions

You and each Cardholder should always review Card statements of Account and bring to our attention any discrepancies, errors or Unauthorised Transactions as soon as possible. If you wish to dispute an EFT Transaction, you must Call Us.

5.10 Discrepancy in an ATM cash withdrawal

When withdrawing cash from an ATM, Cardholders should immediately check that the correct sum has been delivered. If there is a discrepancy between the amount of cash delivered by an ATM and the amount shown on the Receipt, Call Us to report this as soon as possible.

5.11 Changes we may make

We may need to make changes to these Commercial Cards Electronic Banking Conditions from time to time. We may make changes without your consent. We promise to act reasonably when we make any changes.

5.12 Types of changes we may make

For example, we may make the following types of changes without your consent:

- (a) introduce a new fee or charge (including the introduction or increase of charges relating solely to the use of your Card or PIN or Card Account Details or the issue of an additional Card or PIN or Card Account Details);
- (b) change the daily limit that can be withdrawn or transferred from your Card;
- (c) change the time during which the daily limit applies to purchases and withdrawals of cash undertaken using a Card or PIN;
- (d) increase your liability for losses relating to EFT Transactions.

We may also make other changes to these Commercial Cards Electronic Banking Conditions without your consents from time to time (for example to reflect changes in the way an Electronic Banking Facility operates).

5.13 When we will notify you of change

We will give you at least 30 days' notice of any change, except as follows:

- (a) If we reasonably consider a change (other than a change to interest rates or repayments) will be unfavourable to you and the same change is not being made to similar facilities of our other small business customers, we will give you at least 90 days' prior written notice of the change (however, we may give you a shorter notice period or no notice, if it is reasonable for us to manage a material and immediate risk);
- (b) If there is a change to, or introduction of a government charge that you pay, in which case we will tell you about it reasonably promptly after the government notifies us of it (however we do not have to notify you if it is publicised by the government);
- (c) If there is a change that reduces your obligations (for example, a reduction in a fee or charge), we may give you a shorter notice period, or no notice period, if not inconsistent with the

Banking Code. However, we will give particulars of any such change as soon as reasonably possible, even if this is after the change takes effect.

5.14 How we will notify you of change

We will notify you of changes we make by either writing to you (including by way of a statement message on your statement of Account) or putting an advertisement in national and local media. For example, where there is a new government charge or a change in an existing government charge, and this has not otherwise been publicised.

5.15 Notices and Communications

- (a) To the extent permitted by law and subject to clause 5.16(a)-(e), notices, statements, certificates, consents, approvals and other communications in connection with the terms and condition in this booklet from us, may be given electronically:
 - (i) including SMS, electronic mail to your nominated electronic address or push notification to any NAB app we may make available to you;
 - (ii) by making it available to our website;
 - (iii) if you use an online banking service provided by us (eg. NAB Internet Banking or NAB Connect), by being made available through that service; or
 - (iv) by any other means we agree with you.
- (b) Where communications are made available through our website or through our online banking service, we will let you know the information is there by sending you an SMS or email to the contact details we have on file, or by push notification from any NAB app or any other agreed method.
- (c) You can choose to receive notices or statements in paper by giving us notice. Where your product or service is designed exclusively for electronic use, paper notices and statements are only available in limited circumstances.

5.16 For the purposes of clause 5.15(a):

- (a) You may request a paper copy of a communication given electronically within six months of the electronic copy being received or made available. (or if the ePayments Code applies within 7 years of the electronic copy being received or made available).
- (b) A communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer, and is effective when received even if no person is aware of its receipt.
- (c) For purposes of communications sent by electronic mail and the *Electronic Transaction Act 1999* (Cth), the server on which the mailbox for the designated address resides is to be taken to be the recipient's designated information system.
- (d) A communication is deemed to be sent from where the sender has their place of business and is deemed to be received where the recipient has their place of business.
- (e) For the purposes of this clause:
 - (i) if the sender or recipient has more than one place of business, the place of business is the sender's or recipient's principal place of business; and
 - (ii) if the sender or recipient does not have a place of business, the place of business is the sender's or recipient's usual place.

6. Interpretation

6.1 How this document is to be understood

We have tried to make the documents governing your Facility and the Cards issued under your Facility fair and reasonable. However, if any law applies to make part of these documents inoperative then the intention is for it to be interpreted in a way which preserves as much of the relevant document and its operative effect as the law allows.

6.2 Applicable law

These Commercial Cards Electronic Banking Conditions are governed by the laws which govern the Commercial Cards Facility Conditions. If the laws of the State or Territory where you are resident (or if you are not an individual, where your business is located) include mandatory protections that are available to you (including because you are a small business or an individual), then this clause does not operate to exclude those protections.

7. Meaning of words

‘Account’ means the Customer account established by us in the name of the Customer for the purpose of the Facility and which may be accessed by a Card.

‘ATM’ means Automatic Teller Machine.

‘Banking Code’ means the version of the Banking Code of Practice as published by the Australian Banking Association which applies, or that we agree applies, to your Facility.

‘Business Day’ means a day other than a Saturday or Sunday or a day gazetted as a public holiday throughout Australia.

‘Business EFT Transaction’ means that part of a funds transfer where value is credited to or debited from an Account designed primarily for business use.

‘Call Us’ means contact us by using the telephone numbers we make available for the Commercial Cards Electronic Banking Conditions from time to time included in the table at the beginning of these Commercial Cards Electronic Banking Conditions.

‘Card’ means a debit, credit or charge card issued by us for use in relation to your Account. It may include NAB Debit Cards and Visa Cards.

‘Card Account Details’ means, in relation to a Card, the:

(a) Card number; and

(b) the Card expiry date set out on the Card,

or any representation of those details which allow a transaction to be performed.

‘Cardholder’ means (if applicable) each Person in whose name the Card or Card Account Details have been issued and may include the Customer and any persons who are authorised to use Card Account Details with a mobile phone or wearable device.

‘Chip’ means the electronic microchip embedded in a Card.

‘Commercial Cards Facility Conditions’ means the terms and conditions applying to the NAB Commercial Cards Facility provided by us to you under which Cards are issued.

‘Commercial Cardholder Conditions’ means the terms and conditions applying to the use of a Card by the Cardholder.

‘Contactless Purchase’ is a method of authorising purchases:

- (a) by waving or tapping a Card (which is capable of making a Contactless Purchase) in front of an electronic device at a Merchant without having to insert or swipe the Card; or
- (b) when available, by waving or tapping an eligible device such as a mobile phone or wearable device (which contains and is capable of transmitting Card Account Details) in front of an electronic device at a Merchant using contactless communication available on the eligible device to transmit Card Account Details, and complying with any required method of confirming your authority to make a Contactless Purchase.

‘Contactless Reader’ means an electronic device at a Merchant which can be used to make a Contactless Purchase.

‘Digital Wallet’ means an application on your electronic device (for example, a mobile phone or wearable device) or an online platform that stores your Card Account Details which allows you to make a Contactless Purchase.

‘EFTPOS Terminal’ means an Electronic Funds Transfer at Point of Sale Terminal.

‘EFTPOS Transaction’ means a funds transfer to or from a Nominated Account which is initiated through an Electronic Funds Transfer at Point of Sale Terminal using a Card or by way of a Contactless Purchase (or a combination of one or more of them).

‘EFT Transaction’ means a funds transfer to or from a Main Nominated Account or a Nominated Account which is initiated through Electronic Equipment using a Card, Card Account Details or PIN or by way of a Contactless Purchase (or a combination of one or more of them) but does not include:

- (a) Any funds transfer which is authorised by a Cardholder physically signing a document;
- (b) Any funds transfer through a NAB channel with separate Terms and Conditions, such as:
 - (i) NAB Telephone Banking;
 - (ii) NAB Internet Banking; or
 - (iii) NAB Connect.

‘Electronic Equipment’ means any Electronic Equipment which may be used in conjunction with a Card or Card Account Details including ATMs, EFTPOS Terminals, Contactless Readers, personal computers, telephones, wearable devices or devices with integrated virtual assistants to carry out an EFT Transaction.

‘ePayments Code’ means the ePayments Code issued by the Australian Securities and Investments Commission and subscribed to by **us** on 20 March 2013, as amended from time to time.

‘Facility’ means the:

- NAB Rewards Business Signature Card Facility;
- NAB Qantas Business Signature Card Facility;
- NAB Low Rate Business Card Facility;
- NAB Business Card Facility, offered to you in the Letter of Offer and includes the Account and any Cards issued to Cardholders to operate the facility.

‘Letter of Offer’ means the letter in which we offer you the Facility.

‘Main Nominated Account’ means an account specified as a ‘Main Nominated Account’ by a Cardholder as described in clause 4.2.

‘Merchant’ means a provider of goods and services.

‘Nominated Account’ means a NAB account which can be accessed by using your Card and PIN and/or Card Account Details as authorised by the Cardholder. This also includes an account that you have designated as your main account under clause 4.2.

‘PIN’ means the personal identification number allocated by us or personally selected by you.

‘Receipt’ means a record of an EFT Transaction.

‘Unauthorised Transaction’ means any EFT Transaction where:

- (a) You did not engage in or have knowledge of or consent to **the EFT Transaction even** though a Contactless Purchase was made or your Card, Card Account Details and/or the correct PIN were used to generate the disputed EFT Transaction; or
- (b) Through a technical malfunction you did use your Card, Card Account Details and/or PIN and the EFT Transaction entered in your Nominated Account differs in value from the Receipt - see clause 4.14.

‘Customer’, ‘you’, ‘your’ means the person who has established the Facility with us and has authorised us to issue the Card to the Cardholder to operate the Facility.

‘We’, ‘Us’, ‘our’, ‘NAB’ means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns.

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For more information call Business Cards

13 10 12

or visit us at nab.com.au



Hearing impaired customers
with telephone typewriters
can contact us on **13 36 77**