



NAB BUSINESS PAYMENTS CARD FACILITY

**Terms and Conditions
Effective 1 November 2018**

LOST/STOLEN CARD REPORTING

In Australia

Free call, 24 hours per day

1800 033 103

Overseas

Call Visa reverse charges, 24 hours per day

+1 443 641 2004

CUSTOMER SERVICES

- For telephone enquiries please call our Business Cards team on **13 10 12**.
- If you are registered for NAB Internet Banking, please send us your enquiry via the Secure Messaging Service. Your query will be responded to by the next business day.
- For written correspondence concerning cards use the following postal address:

Commercial Cards

GPO Box 9992

Melbourne Vic 3001

Facsimile **1300 656 521**

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NAB BUSINESS PAYMENTS CARD FACILITY

TERMS AND CONDITIONS

Effective 9 November 2016

Part A Terms and Conditions

1 Definitions and interpretation

1.1 **'account'** means **NAB account** established in the name of the **Customer** for the purpose of the **Facility** and which **cardholders** are authorised to operate as agents of the **Customer**.

'agreement' means, in connection with the **Facility** these Terms and Conditions, the **Offer Letter**, and, where the **card** is used to operate the **account** through an **extra facility**, the terms and conditions of the **extra facility**, each as amended from time to time.

'business day' means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

'card' means a **NAB card** issued under the Facility.

'card account details' means:

- (a) Your credit card number; and
- (b) Your credit card expiry date, as set out on your credit card or any representation of those details which allow a contactless purchase to be performed; or as otherwise defined in the Conditions of Use for Electronic Banking (card based).

'cardholder' means a person nominated by the **Customer** from time to time and accepted by **NAB** pursuant to 2 as a **cardholder**.

'cash advance' means each amount:

- (a) of cash supplied by use of a **card**, on the **account**, including each such amount converted in accordance with 6;
- (b) transferred from the **account** by use of a **card**, or otherwise arising from use of an **extra facility** on the **account** where the transfer is to an **account** with **NAB** or another **financial institution** and, in the latter case, includes both a transfer which is successfully completed and a transfer which is unsuccessful for any reason;
- (c) charged by a supplier of cash, cash substitutes or bill payment services where such items are authorised by use of a **card** or otherwise arising from use of an **extra facility** on the **account**, including each such amount converted in accordance with 6, except for BPAY® transactions which are **purchases**; or

(d) treated by **NAB** as a **cash advance** under 8.3.

‘**chip**’ means the electronic microchip embedded in a **card**.

‘**contactless purchase**’ is a method of authorising **purchases** by waving or tapping a **card** (which is capable of making a contactless purchase) in front of a **contactless reader** without having to insert or swipe the **card**.

‘**contactless reader**’ is an electronic device at a merchant which can be used to make a **contactless purchase**.

‘**Conditions of Use**’ means the Conditions of Use which apply to use by a **cardholder** of a **card** provided to the **Customer** within this document.

‘**credit limit**’ means the credit limit **NAB** applies to a **card**.

‘**Customer**’ means the Customer detailed in the **Offer Letter** and includes that person’s successors and assigns.

‘**cycle date**’ means the date specified in the **Offer Letter** except:

- (a) where a **cycle date** would otherwise fall on
 - (i) a Saturday; or
 - (ii) on a non **business day** where the previous calendar day was a **business day**, it will be on the previous **business day**; or
- (b) where a **cycle date** would otherwise fall on
 - (i) a Sunday; or
 - (ii) on a non **business day** where the previous calendar day was not a **business day**, it will be on the next business day; or
- (c) where **NAB** notifies the **Customer** of another **cycle date** in writing.

‘**due date**’ means the number of calendar days (up to 5 days) after each **cycle date** which the customer nominates or such other date as **NAB** may separately agree, except that where the due date falls on a non **business day** it will be on the next **business day**.

‘**electronic banking facility**’ means each banking facility available through the internet or by telephone from **NAB** including **contactless readers** and any other electronic banking facility advised to the **Customer** by **NAB** from time to time.

‘**extra facility**’ means any banking facility offered by **NAB** from time-to-time and available for **use** in connection with a **card**, and which permits a **cardholder** to **use a card** or charge amounts to the **account**. This includes **NAB’s electronic banking facilities**.

‘Facility’ means the Business Payments Card Facility that is offered to the Customer in the **Offer Letter** and includes the **account** and any **cards** issued to **cardholders** to operate the **Facility**.

‘Facility Limit’ is the amount described in 4.

‘financial institution’ means:

- (a) a ‘bank’ within the meaning of the Banking Act 1959;
- (b) a corporation:
 - (i) that is registered or incorporated as a building society or credit union under a law relating to such organisations that is in force in a State or Territory of Australia; or
 - (ii) a substantial part of whose business or undertaking is the provision of credit; or
- (c) a person who is not a corporation and in relation to whom paragraph (b)(ii) would apply if the person were a corporation.

‘GST’ has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

‘insolvent’ means being **insolvent** under administration or **insolvent** having a controller appointed (each as defined in the Corporations Act – such as being bankrupt), in receivership and management, in liquidation, under administration, wound-up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts as and when they fall due.

‘NAB’ means National Australia Bank Limited ABN 12 004 044 937.

‘Nominated Account’ means the account with NAB, nominated by the Customer for the purpose of this Facility to facilitate payment under 8.1 and 9.

‘Offer Letter’ means the letter designated as NAB Business Payments Card Facility – Letter of Offer in which **NAB** offers the **Customer** the **Facility**.

‘overlimit amount’ means, in relation to the account, the amount by which the balance of the **account** exceeds its **Facility Limit**.

‘personal information’ means information or an opinion (including information or an opinion forming part of a database), whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

‘purchase’ means each amount charged by a supplier for the supply of any goods or services purchased by the use of a **card** (including BPAY transaction), including each such amount converted in accordance with 6, except for amounts which are **cash advances**.

‘statement period’ means the period specified on a statement of account as the statement period, and is the period to which the statement of account relates.

‘use’ in relation to a **card** means any physical use of the **card**, and any notification or use of the **card** number or any other identifying number or password issued by **NAB** in relation to the **card** or the **account** or to enable the **card** or the account to be used through an **extra facility**, and the making of any payment to the **account**. Some examples of use of a **card** are:

- (a) physical use of the **card** in an automatic teller machine or other terminal device or by waving or tapping a **card** at a terminal device including a **contactless reader**;
- (b) physical use of the **card** in an imprinter in a manually processed transaction;
- (c) providing the **card** number to a merchant by telephone;
- (d) nominating the **card** number in a mail order or other authority to a merchant;
- (e) entering the **card** number or an identifying number issued in relation to the **account** under **NAB’s** Telephone Banking facility into a device connected to that **facility**; and
- (f) any transaction conducted on the **account** through **NAB’s** Internet Banking facility.

1.2 Where the **Customer** constitutes more than one party, the liability of each party under the **Facility** is joint and several.

2 Cardholders

2.1 The **Customer** may from time to time make a written request to **NAB** for the issue of a **card** to a **cardholder** to operate the **account**. Any such request shall nominate the name of the intended **cardholder** and shall be signed in accordance with the NAB Business Payments Card – Add a Cardholder form.

2.2 **NAB** reserves the right in its reasonable discretion to decline to accept any request made by the **Customer** pursuant to 2.1.

2.3 **NAB** may temporarily block the **use** of a **card** or the **account** where it reasonably suspects unauthorised or unlawful activity on a **card** or the **account**. **NAB** will endeavour to contact the **Customer** in this event.

- 2.4 The **Customer** is responsible for the security of any **card** issued to the **Customer** or any **cardholder**. Any **card** issued to the **Customer** or any **cardholder** is for the respective **cardholder's** use only. The **Customer** is responsible for keeping any **card** in a safe place and providing protection for the **card** from theft and misuse.

3 The Facility

- 3.1 The first **use** of the **account** or a **card** issued under the **Facility** will be taken as the **Customer's** acceptance of NAB's offer to provide the **Facility** on the basis that it is subject to these Terms and Conditions.
- 3.2 The **Facility** enables a **cardholder** as an agent of the **Customer** to operate the **account**.
- 3.3 Each **card** provided to a **cardholder** shall be subject to **Conditions of Use** provided with the **card** to the **cardholder**. The **Customer** agrees to be bound by, and undertakes to ensure that each **cardholder** complies with, the **Conditions of Use** as amended by **NAB** from time to time.
- 3.4 Each **cardholder** may apply to **use** their **card** in **NAB's electronic banking facilities** without the need for the **Customer** to consent.

Upon receipt of the **card** or Card Account Details (as defined in the 'Conditions of Use for Electronic Banking (card based)'), whichever is received first, the use of the **card** and Card Account Details will be subject to the Conditions of Use for Electronic Banking (card based). However, 6.5 and the guidelines on security in 6.6 in the Conditions of Use for Electronic Banking (card based) apply immediately upon receipt of the Personal Identification Number ('PIN'). The **Customer** agrees to be bound by and undertakes to ensure that each **cardholder** complies with the Conditions of Use for Electronic Banking (card based). The **Customer** acknowledges receiving a copy of the Conditions of Use for Electronic Banking (card based) and understands that 1.5 of the Conditions of Use for Electronic Banking (card based) provides that it is the **Customer's** obligation to ensure that each **cardholder** is provided with a copy of the **Conditions of Use** for Electronic Banking (card based). In the event of a conflict between the Conditions of Use and the Conditions of Use for Electronic Banking (card based), the Conditions of Use for Electronic Banking (card based) shall prevail. For the purposes of 2.1 of the Conditions of Use for Electronic Banking (card based), the **cardholder** may nominate the **account** together with any cheque or savings or other acceptable account which the **cardholder** is solely authorised by **NAB** to operate.

4 Facility Limit and credit limits

- 4.1 The **Facility Limit** is the amount determined by **NAB** from time to time. The initial **Facility Limit** is advised to the **Customer** when **NAB** offers the **Facility** to the **Customer**.
- 4.2 The **Customer** must ensure that:
- (a) the outstanding balance of the **account** does not exceed the **Facility Limit** without the prior approval of **NAB**; and
 - (b) the **credit limit** applicable to a **card** is not exceeded.
- 4.3 Each **card** issued under the **Facility** may, subject to approval by **NAB**, have a **credit limit** up to the **Facility Limit**.
- 4.4 Where the aggregate **credit limit** of all **cards** issued under the **Facility** and approved by **NAB** exceeds the **Facility Limit**, the amount of credit available on a **card** at any time will be limited to the available credit in the **account** or the amount of credit available on the **card** at that time, whichever is less. This may result in transactions being declined even though the **credit limit** on a **card** is not fully utilised, as the aggregate outstanding balance of the **account** at any time must not exceed the **Facility Limit**.
- 4.5 Any **overlimit amount** is immediately due and payable by the **Customer**.
- 4.6 **NAB** may reduce the **facility limit** or **credit limit** on a **card** at any time without the **Customer's** consent. Examples of when **NAB** may do this include where the **Customer** is in default, where **NAB** believes on reasonable grounds the **facility limit** is more than the **Customer** can service without financial difficulty and where the **account** is inactive. These examples are for guidance only and do not limit the ability of **NAB** to reduce the **facility limit** or **credit limit**. Unless the **Customer** is in default, **NAB** will give the **Customer** notice as soon as practicable after it does so. If the **Customer** is unhappy with the reduced **facility limit** or **credit limit**, the **Customer** can terminate their credit contract by paying **NAB** the balance of the **account**, together with all applicable fees, charges and interest.

5 Customer liability

- 5.1 Subject to 11 and 12, the **Customer** is liable for:
- (a) any credit extended by **NAB** on the **account**, even if the amount of credit exceeds the applicable **credit limit** for any **card** or the **Facility Limit**;
 - (b) any interest charges, fees and charges and government charges, taxes or duties described in 9 and 10; and
 - (c) the **cardholder's** compliance with the **Conditions of Use** and the Conditions of Use for Electronic Banking (card based).

These liabilities apply even if the **cardholder** was acting outside the authority the **Customer** granted them or did not comply with the **Conditions of Use** or the Conditions of Use for Electronic Banking (card based) or if the **cardholder** has acted in breach of these Terms and Conditions.

- 5.2 The **Customer** agrees that amounts shown on the relevant sales voucher or **cash advance** voucher or any other transaction evidence shall be prima facie evidence of the cash price of the goods and/or services to which the applicable transaction relates.
- 5.3 A **card** must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law in the **cardholder's** jurisdiction.

6 International transactions

- 6.1 For the purposes of 6.1, "International transactions" are transactions where the merchant, financial institution or entity processing the transaction is located outside Australia. These transactions are either:

'single currency' or 'multi currency' international transactions

- a 'single currency international transaction' is where the transaction is made in Australian dollars (AUD)
- a 'multi currency international transaction' is where the transaction is made in a currency other than Australian dollars (AUD)

The way international transactions are processed and appear on your statement of account depends on the Visa card scheme and the type of transaction.

Single currency international transactions – Visa

By your agreement with the merchant, purchases are converted to Australian dollars (AUD) by the merchant at the point of sale using exchange rates provided by a third party.

A **NAB** International Transaction Fee, described in the Offer Letter, is charged to the cardholder in accordance with 9. This fee includes a fee charged by Visa to **NAB** (and on charged by **NAB** to you), calculated on the Australian dollar amount.

Should the cardholder request a refund of the transaction the merchant will convert a refund using exchange rates applicable at the date the refund is processed. This means the refund may be converted using a different exchange rate to the one used for the original purchase.

Multi -currency international transactions – Visa

Purchases, cash advances, refunds and other charges incurred at the time of the transaction in currencies other than Australian dollars (AUD) are converted to AUD by the Visa card scheme. The converted AUD amount appears on your statement of account as the transaction amount.

The conversion rate is either:

- Selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date. Note: This rate may vary from the rate Visa receives.
- Mandated by a government or governing body and in effect for the applicable processing date.

A **NAB** International Transaction Fee, described in the Offer Letter, is charged in accordance with 9 for purchases and cash advances. This fee includes a fee charged by Visa to **NAB** (and on charged by **NAB** to the Customer), calculated on the converted Australian dollar amount.

Note: Refunds incurred in currencies other than AUD are converted to AUD by the credit card schemes using exchange rates applicable at the date of processing by the credit card scheme. This means the refund may be converted using a different exchange rate to the one used for the original purchase.

7 Statement of account and transaction information

- (a) **NAB** will issue a monthly statement of account in respect of the **account** on the **cycle date** expressed in Australian currency unless:
 - (i) no amount has been debited or credited to the **account** during the **statement period** and the amount outstanding is zero or below \$10.00; or
 - (ii) **NAB** wrote off the balance of the **account** during the **statement period** and no further amount has been debited or credited to the account during the **statement period**; or
 - (iii) enforcement proceedings have been commenced by **NAB**; or
 - (iv) the **Customer** is in default under the **Facility**.
- (b) Statements of account will be forwarded to the address or other service nominated by the **Customer** for receipt of statements.
- (c) The statement of account will include a statement of transactions applicable to the use of each **card** during a **statement period**.

8 Payment required

- 8.1 The payment required, as shown on a statement of account, is due on the **due date**. Such payment must be satisfied by a payment method approved by **NAB**.
- 8.2 **NAB** will credit payments as soon as practicable after receipt of payment. However, **NAB** reserves the right not to increase the available credit by the amount of payment until **NAB** receives value for the payment (for example when a cheque is cleared).

- 8.3 Where a payment has been credited to the **account**, but **NAB** does not receive value for it (for example, if a cheque or direct debit is dishonoured), **NAB** will debit the payment amount to the account. **NAB** may reverse the application of the original payment or treat any part of the payment as a **cash advance**.
- 8.4 The balance owing of the **account** from time to time including fees and charges shall be payable by the **Customer** to **NAB** promptly on demand.

9 Fees and charges

9.1 Government charges

- (a) To the extent allowed by law, **NAB** may charge the **account** with any government charges, taxes or duties, paid or payable in respect of this **agreement**, a related transaction or the relevant **account**.
- (b) These charges and duties are payable whether or not the **Customer** is primarily liable for such charges and duties.

9.2 NAB fees and charges

- (a) The initial fees and charges payable under the **Facility** are described in the **Offer Letter** and are subject to change under 17.
- (b) **NAB** will be entitled to debit any such fees and charges to the **account** or **Nominated Account** (if applicable) at monthly intervals, or such other intervals as **NAB** may reasonably determine from time to time in accordance with its legitimate business interests, and the **Customer** must pay such fees and charges in accordance with these Terms and Conditions.

10 Interest

10.1 Interest rate

The current interest rate is as described in the **Offer Letter** and is subject to change under 17.

10.2 Interest calculation

Interest charges will be calculated on a **cash advance** by applying the daily percentage rate for **cash advances** to the aggregated balance.

The aggregated balance is calculated by adding together the daily unpaid balance of the **cash advance** for each day from and including the date assigned to the **cash advance** until and including the **cycle date**.

Interest charges will be debited to the **account** on that **cycle date**.

Payments that are dishonoured and treated by **NAB** as a **cash advance** under 8.3 will attract the **cash advance** interest rate until the amount is paid.

11 Lost/stolen cards

11.1 Notification procedure

If a **card** is lost or stolen the **customer** must immediately notify **NAB** using the telephone number referred to on the inside leaf of the front cover of these Terms and Conditions, or any other means **NAB** makes available. Where requested, the **Customer** must give **NAB** all the information the **Customer** or any **cardholder** has about how the loss occurred.

11.2 Customer liability

The **Customer** remains liable for any **cash advance** or **purchase** made by any other person before the **Customer** notifies **NAB** of the loss or theft up to a maximum of:

- (a) in relation to all the **uses** of the **card** through an **extra facility** – the amount determined under the terms and conditions for the **extra facility** (if any);
- (b) in relation to all other uses of the **card** – a total amount of \$150.

11.3 Despite notifying **NAB** of an event described in 11.1, the **Customer** remains liable for any **cash advance** or **purchase** made by a **cardholder** or any person authorised by a **cardholder**.

12 Disputed transactions

12.1 A disputed transaction may include:

- (a) an unauthorised transaction – a transaction which the **Customer** believes was not authorised by use of the **card** or **account** by a **cardholder**. This includes any unauthorised mail, telephone or internet orders or any other unauthorised transaction on the **account**.
- (b) general dispute – a transaction which the **Customer** wishes to dispute. This may include a transaction which has been processed to the **account** more than once, or a transaction which was authorised by the use of a **card** or the account which the **Customer** wishes to dispute.

Despite notifying **NAB** of a disputed transaction the **Customer** remains liable for any **cash advance** or **purchase** made by a **cardholder** or any person authorised by a **cardholder**.

12.2 Notification procedure

The **Customer** should immediately notify **NAB** of any disputed transaction.

NAB recommends that the **Customer** promptly reads the statement of account.

Use the telephone number printed on the statement of account to report the disputed transaction. The **Customer** must give **NAB** all the information the **Customer** or any **cardholder** has about how the disputed transaction occurred. **NAB** may require the **Customer** or **cardholder** to confirm details in writing.

12.3 Chargeback rights

Visa card scheme has a dispute resolution process that is contained in their operating rules. This process sets out specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a **cardholder's** behalf. This is referred to as a 'chargeback right'.

NAB's ability to investigate any disputed transaction on the **account**, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of Visa.

12.4 Timeframes for notifying NAB

The ability of **NAB** to dispute a transaction on the **Customer's** behalf (where a chargeback right exists) may be lost if the **Customer** does not notify **NAB** within the required timeframes.

For this reason, it is in the **Customer's** interest to report any disputed transaction to **NAB** immediately and certainly no later than the **due date** shown on the statement of account.

Where it can be shown that the **Customer** has unreasonably delayed notifying **NAB**, the **Customer** may be liable for the loss on any disputed transaction.

12.5 Timeframes for NAB to process a chargeback right

NAB will only process a chargeback for the **Customer** (where such a right exists) where the **Customer** has notified **NAB** of the disputed transaction within the required timeframe, as described in 12.4.

The timeframes for **NAB** to process a chargeback (where a chargeback right exists) vary between 75 days and 120 days depending on the type of disputed transaction.

NAB will not accept a refusal of a chargeback by a merchant's **financial institution** unless it is consistent with the Visa scheme rules.

12.6 Electronic transactions

If the ePayments Code is applicable to a disputed transaction, the timeframes as specified in 12.4 may not apply in certain circumstances.

The procedures for resolving disputed electronic transactions are set out in the terms and conditions of the **extra facility**.

NAB recommends that the **Customer** notifies **NAB** as soon as possible of any disputed transaction.

13 Cancellation of cards

13.1 Cancellation of a card by NAB

- (a) **NAB** may at any time without prior notice, cancel a **card**. Examples of when **NAB** may do this include, but are not limited to, where the **Customer** is in default under this agreement or another **facility** that the **Customer** has with **NAB**, where **NAB** believes on reasonable grounds that the continued operation of the **account** or **card** may cause loss to the **Customer** or **NAB**, where the **account** is inactive. These examples are for guidance only and do not limit the ability of **NAB** to cancel the **card**.
- (b) Upon receipt of advice of such cancellation, the **Customer** will use its best endeavours to cause the **card** to be returned to **NAB** at the earliest possible date. Before being returned the card should be cut (including any chip on the card) diagonally in half.

13.2 Cancellation of a card – Customer request

The **Customer** can revoke the authority of a **cardholder** to operate the **account** if the **Customer**:

- (a) gives **NAB** a notice requesting the authority be revoked or otherwise advise **NAB** in a manner acceptable to **NAB** that the **Customer** wishes this to be done; and
- (b) takes all reasonable steps to return any current **card** to **NAB** or otherwise destroy the **card** by cutting (including any chip on the card) it diagonally in half. If the **Customer** requests **NAB** to revoke the authority of a **cardholder**, the **Customer** must immediately notify the **cardholder** of this request.

13.3 If the **Customer** makes a request to revoke the authority of a **cardholder** to operate their **card** in accordance with 13.2, the **Customer** is responsible for:

- (a) transactions generated by use of the **card** until the **Customer** has made the request; and
- (b) transactions generated by use of the **card** which are processed to the account after **NAB** receives the **Customer's** request.

13.4 Periodical payments

If a **card** is cancelled or the **account** is closed under 13.1, 13.2 or 16, the **Customer** must cancel any periodical debits authorised to be made to the **card** or **account** by direction to the merchant.

14 Security

14.1 Where **NAB** holds, or during the term of the **Facility** acquires, security of any description securing any other liabilities of the **Customer** to **NAB**, the **Customer's** liability under the **Facility**, will also form part of the monies secured by that security.

15 Review of Facility

15.1 **NAB** may conduct an annual review of the **Customer's** operation of the **Facility** and the **Customer's** financial position, and the **Customer** must provide **NAB** with any information **NAB** requires for that purpose.

16 Termination

16.1 Subject to 16.2:

- (a) the **Customer** may end this **agreement** at any time by giving **NAB** 60 days' notice; and
- (b) **NAB** may end this **agreement** at any time by giving the **Customer** 30 days' notice.

16.2 **NAB** may end this **agreement** immediately if:

- (a) the **Customer** breaches their obligations under this **agreement** and have not rectified the breach within seven days of receiving written notification from **NAB**;
- (b) **NAB** considers the **Customer** is or may be insolvent or unable to pay their debts as and when they fall due;
- (c) there is a change in the **Customer's** ownership or control;
- (d) any other event or circumstance arises, financial or otherwise, which in **NAB's** reasonable opinion is likely to materially and adversely affect the **Customer's** ability to perform or meet any of their obligations under this **agreement**.

16.3 The ending of this **agreement** or any part of it does not affect any of the **Customer's** or **NAB's** rights and obligations that arose before it ended.

16.4 If this **agreement** is ended for any reason all **cards** will be immediately cancelled by **NAB**. The **Customer** must destroy each **card** as set out in clause 13.1(b) and return them to **NAB** immediately.

16.5 Upon termination of this **agreement** the whole of the unpaid balance (including fees and charges) on the **account** will become immediately payable to **NAB**. The **Customer** is also liable to pay any amounts subsequently debited to the **account**, whether the amounts are accrued or charged before or after cancellation of **cards** or closure of the **account** on termination.

17 Variation of Terms and Conditions

17.1 NAB may make changes

NAB may change:

- the **due date**;
- the interest rate;
- the amount, frequency or time for payment of the fees and charges applicable to this **agreement** or impose a new fee or charge;
- the amount, frequency or time for payment of the repayments required under this **agreement**; and
- any of the other provisions of this **agreement**.

17.2 Notification of change

NAB will notify the **Customer** of any unilateral change by **NAB** to an interest rate, and in the amount of any fees and charges (including the introduction of a new fee or charge) not later than:

- (a) in the case of a change to an interest rate – the date the change takes effect; and
- (b) in the case of a change to a fee or charge – 30 days before the change takes effect.

If notice of a change is provided by advertising, **NAB** will also give the **Customer** particulars of the change before or when the next statement of account is sent to the **Customer** after the change takes effect. **NAB** will notify the **Customer** of any other change that **NAB** may make unilaterally by giving the **Customer** notice of the change not later than 30 days before the change takes effect.

17.3 NAB may agree to change this **agreement** or defer or waive any of the Terms and Conditions of this **agreement** without creating a new contract.

17.4 If the **Customer** is not happy with any change **NAB** makes, the **Customer** can terminate this agreement by paying the outstanding balance, together with applicable fees, charges and interest. In such case, the **Customer** must also arrange to cancel any direct debits or periodical payments made from the **account**.

18 Notices

18.1 (a) A notice must be in writing.

- (b) If the **Customer** wishes to give **NAB** a notice, the **Customer** may send it by post, facsimile transmission or some other form of electronic transmission to the address stated in the **Offer Letter**, or any other address **NAB** tells the **Customer**, or leave it with an officer of **NAB**.

- (c) If **NAB** wishes to give the **Customer** a notice, **NAB** may:
 - (i) deliver it personally to the **Customer** at the latest address of the place of residence or business recorded with **NAB** (or in relation to statements of account, the address or other service nominated by the **Customer** for the provision of statements of account); or
 - (ii) leave it at, or send it by post, facsimile transmission or some other form of electronic transmission to the address of the place of residence or business of the **Customer** last known to **NAB**; or
 - (iii) by newspaper notice published in the metropolitan daily press.
- (d) For the purposes of this **agreement** a notice is taken to be given:
 - (i) in the case of a notice given personally – on the date it bears or on the date it is received by the addressee, whichever is the later;
 - (ii) in the case of a notice sent by post – on the date it bears or the date it would have been delivered in the ordinary course of post, whichever is the later; or
 - (iii) in the case of a notice sent by facsimile transmission or some other form of electronic transmission – on the date it bears or the date on which the machine from which the transmission was sent produces a report indicating that the notice was sent to the number of the addressee, whichever is the later; or
 - (iv) in the case of a communication by newspaper advertisement – the date it is first published.
 - (v) by making it available on a **NAB** service.
- (e) **NAB** may notify the **Customer** that information is available electronically (including SMS or electronic mail). The **Customer** must check electronic communications regularly. The **Customer** may change their nominated electronic address or withdraw their agreement to receive notices by electronic mail means by giving **NAB** notice.

19 Instructions

19.1 **NAB** is authorised to act upon any Instructions **NAB** receives in relation to the **Facility** which appear to **NAB**, in its reasonable opinion, to be properly created and sent by the **Customer's** Personnel, and in doing so will not be liable to the **Customer** for effecting those Instructions. In these circumstances **NAB** is under no duty to make any inquiry whatsoever as to whether those Instructions have been in fact so issued by the **Customer** or with the **Customer's** authority. **NAB** will also not be liable to the **Customer** if **NAB** acts on Instructions which are the result of forgery, fraud, or error or are given in excess of authority of the **Customer's** Personnel issuing the same.

19.2 **NAB** will act on instructions issued by the **Customer's** Personnel if the correct authorisation code/s or authorisation password/s (if any) have been entered and used. **NAB** is not obliged to act upon any Instructions which appear, in **NAB's** reasonable opinion, to be contrary to any applicable law, regulation, government, court or regulatory body's order, rule, or direction, or in circumstances which **NAB** reasonably considers it inadvisable to effect such Instructions.

19.3 In this clause:

Personnel includes the **Customer's** agents, contractors and employees.

Instruction means any instruction in connection with the **Facility** and includes without limitation cancellation of a **card**, request for PIN/s and replacement **cards**, and applications for new or additional **cards** and any other instructions that **NAB** may deem appropriate from time to time.

20 Advertising

20.1 The **Customer** agrees to allow **NAB** to use the **Customer's** business name in any of **NAB's** advertising or marketing material for **card** and related products.

20.2 **NAB** agrees that without the **Customer's** consent any such use of the **Customer's** name will disclose no more than the fact that the **Customer** uses or has used **NAB's card** products.

21 GST

21.1 If **GST** is imposed on any supply made by **NAB** to the **Customer** under or in connection with this **agreement**, where any amount or consideration payable or to be provided by the **Customer** under or in connection with this **agreement** in relation to that supply is exclusive of **GST** ('**GST**-exclusive consideration'), **NAB** may in addition to that **GST**-exclusive consideration, recover from the **Customer** an additional amount on account of **GST**.

This additional amount shall be calculated by multiplying the **GST**-exclusive consideration for the relevant supply by the **GST** rate prevailing when the relevant supply is acquired by the **Customer**. This clause does not apply to a supply where the consideration is inclusive of **GST**.

22 Code of Banking Practice

22.1 **NAB** has adopted the Code of Banking Practice and relevant provisions of the Code apply to this **Facility** if the **Customer** is an individual or a small business customer (as defined by the Code).

The **Customer** can obtain from **NAB** upon request:

- (a) information on **NAB's** current interest rates and standard fees and charges relating to this **Facility**;

- (b) general descriptive information concerning **NAB's** banking services including:
 - for accounts with cheque access, general descriptive information about cheques;
 - account opening procedures;
 - **NAB's** obligations regarding the confidentiality of the **Customer's** information;
 - complaint handling procedures;
 - bank cheques;
 - the advisability of the **Customer** informing **NAB** promptly when the **Customer** is in financial difficulty;
 - the advisability of the **Customer** reading the terms and conditions applying to each banking service **NAB** provides to the **Customer**;
- (c) general descriptive information about:
 - the identification requirements of the Anti-Money Laundering and Counter Terrorism Financing Act 2006;
 - the options available to the **Customer** under the tax file number legislation; and
- (d) a copy of the Code of Banking Practice.

23 Waiver

- 23.1 (a) If **NAB** does not exercise a right or remedy fully or at a given time, **NAB** can still exercise it later.
- (b) **NAB** is not liable for loss caused by the exercise or attempted exercise or failure to exercise or delay exercising a right or remedy.

24 Exercise of discretion

Where this agreement confers a right or discretion on **NAB**, **NAB** will exercise that right or discretion reasonably after having regard to its legitimate business interests.

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PART B

GENERAL EXPLANATORY INFORMATION

This section does not form part of the **Customer's** agreement with **NAB**. It contains descriptive information, designed for the **Customer** to gain a general understanding of common banking practices and procedures in relation to **cards** issued in connection with a Business Payments Card Facility. It is not a complete statement of the relevant law or practice. Further information on any matter covered in this section can be obtained by contacting any outlet of **NAB** or your banker.

A Regular payment arrangements and mail order authority

The Customer is encouraged to keep a record of any Regular Payment Arrangement that the Customer elects to enter into with a merchant. If the **Customer** wishes to cancel or make alternate regular payment arrangements (eg insurance premiums) or outstanding mail-order authorities on this **account**, the **Customer** should notify this to the merchant. The **Customer** is not able to cancel an authority to a merchant for these types of transactions merely by notifying **NAB**. **NAB** cannot redirect transactions subject to an authority to a new **account**, even where the **Customer's** existing **account** has been closed.

For changes to regular payment arrangements, the **Customer** should notify the merchant at least 15 days prior to the next scheduled repayment. If possible, the **Customer** should retain a copy of the change/cancellation request. Should the merchant fail to act in accordance with these instructions, the **Customer** may have rights to a dispute. Should the **Customer's card** number be changed, for example as a result of a lost or stolen **card**, the **Customer** must request that the merchant change the details of the **Customer's** existing "Regular Payment Arrangement" to ensure arrangements continue. If the **Customer** fails to undertake this activity, the **Customer's** "Regular Payment Arrangement" either may not be honoured by the financial institution or the merchant may stop providing the goods and/or services.

Again, **NAB** may have rights against a merchant after a particular transaction has been processed, if there is a dispute. The **Customer** should notify **NAB** in writing of disputes as soon as possible.

B Unclaimed credit balances

If the **Customer** has not operated the **account** for three years (for example, by making transactions), the **account** may be closed and the balance transferred to the Commonwealth Government as unclaimed money. **NAB** will notify the **Customer** at the last known address at least 30 days before any such variation takes effect.

C Complaint investigation procedures

If the **Customer** has a complaint, they should promptly notify the Card Centre or their banker. The **Customer** may be required to confirm details of the complaint in writing and to provide supporting material.

NAB will try to resolve the matter immediately to the Customer's satisfaction.

However, if **NAB** is unable to do this, it will acknowledge receipt of the **Customer's** claim and investigate the matter further after obtaining from the **Customer** any additional information that is reasonably necessary.

Within 21 days **NAB** will advise the **Customer** in writing of:

- the outcome of its investigation – and including the reason for its decision and the specific part of the contract that was applied; or
- the need for more time to complete its investigation.

NAB will endeavour to complete its investigation within 45 days of receiving the complaint unless there are exceptional circumstances of which it will advise the **Customer**. On completing its investigation, **NAB** will promptly advise the **Customer** in writing of the outcome and the reasons for this outcome.

The Australian Financial Complaints Authority

If your concerns haven't been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA):

Website: afca.org.au

Email: info@afca.org.au

Telephone: **1800 931 678** (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001

AFCA is an external dispute resolution (EDR) scheme to deal with complaints from consumers in the financial system. AFCA provides fair and independent financial services complaint resolution that's free to consumers.

D Disclaimer

The information in this General Explanatory Information is general and descriptive and should not be taken as a complete statement of the relevant law or practice.

NAB strongly suggests that the **Customer** reads the Terms and Conditions in full.

The **Customer** should obtain legal advice or consult AFCA before relying upon any rights they think they may have as a customer of **NAB**.

NAB BUSINESS PAYMENTS CARD CARDHOLDER CONDITIONS OF USE

Effective 9 November 2016

These Cardholder Conditions of Use apply to you if you have been issued with a NAB Business Payments Card.

Some words used need some explanation:

Account is the account in the name of the Customer under the **Facility Terms and Conditions**.

Card is the card which has been issued to you.

card account details means:

- (a) Your credit card number; and
- (b) Your credit card expiry date, as set out on your credit card or any representation of those details which allow a contactless purchase to be performed; or as otherwise defined in the Conditions of Use for Electronic Banking (card based).

Contactless purchase is a method of authorising **purchases** by waving or tapping a **card** (which is capable of making a contactless purchase) in front of a **contactless reader** and without having to insert or swipe the card.

Contactless reader is an electronic device at a merchant which can be used to make a **contactless purchase**.

Customer is the customer described in the **Facility Terms and Conditions** and who has established a **Facility** with **NAB** and authorised **NAB** to issue this **Card** to you to operate the **Facility**. The **Customer** may also be described as the “Facility Owner” in other material that you may receive in connection with your **Card**.

Facility is a NAB Business Payments Card Facility.

Facility Terms and Conditions means NAB Business Payments Card Facility Terms and Conditions.

NAB is National Australia Bank Limited ABN 12 004 044 937.

You/your means the Cardholder and may include the **Customer**.

Issue of a card

- 1 This **Card** has been issued to you by **NAB** to access the **Account** as agent of the **Customer** in accordance with these Cardholder Conditions of Use. The **Card** is issued on the understanding that each time you present the **Card** for payment constitutes a request by the Customer for credit to be extended to the **Customer** by **NAB** in accordance with the **Facility Terms and Conditions**.

2 **NAB** may at times issue a new **Card** to you which will also be subject to these Cardholder Conditions of Use.

3 You agree the **Card** is the property of NAB.

Use of a card

4 A **Card** will not be accepted unless it carries your signature and is used during the period shown on the **Card**.

- 5 (a) A **Card** will normally be honoured by banks and merchants displaying the Visa scheme sign.
- (b) However, Visa card scheme promotional material displayed on any premises does not mean that all goods and services available at those premises may be purchased with your **Card**. **NAB** is not liable for any refusal of any merchant or bank to accept or honour your **Card**.
- (c) Subject to any applicable law, **NAB** will not be responsible for goods or services supplied to you. Any complaints must be resolved with the merchant. In some circumstances **NAB** may be able to lodge a claim to request or refund for you under the Visa scheme rules for disputed transactions. Details about chargeback rights and the procedures for disputing transactions are in the Facility Terms and Conditions. You should contact **NAB** immediately about any disputed transaction.
- (d) A **cash advance** cannot be made using a **Card** at a **contactless reader**.

6 The minimum amount of a **cash advance** may vary from bank to bank and in accordance with Visa scheme requirements. Transaction limits apply to use of a **Card** to make a purchase at a **contactless reader**. **NAB** will notify you of any such limit if your **Card** is capable of making **contactless purchases**.

7 Your **Card** may only be used until such time as **NAB** cancels your **Card**, which it may do at any time without notice. Examples of when **NAB** may do this include but are not limited to where **NAB** believes on reasonable grounds your continued use of your **Card** may cause loss to the **Customer** or **NAB**, or the **Customer** is in default of the Facility Terms and Conditions. These examples are for guidance only and do not limit the ability of **NAB** to cancel your **Card**. Upon being notified that **NAB** has cancelled your **Card**, you undertake to return that **Card** to **NAB** or to the **Customer**. From the date of notice of cancellation the **Card** may not be used and no further credit applicable to the **Card** will be extended by **NAB** to the **Customer** on the **Account**.

8 (a) You may apply to **use** your **Card** in **NAB's electronic banking facilities** without the need for the **Customer** to consent. Upon receipt of the **Card** or **Card Account** Details (as defined in the Conditions of Use for Electronic Banking (card based)), whichever is received first, the **use** of the **Card** and **Card Account** Details will be subject to the Conditions of Use for Electronic Banking (card based). However, 6.5 and the guidelines on security in 6.6 in the Conditions of Use for Electronic Banking (card based) apply immediately upon receipt of the Personal Identification Number ('PIN').

(b) In the event of a conflict between the Conditions of Use and the Conditions of Use for Electronic Banking (card based) the Conditions of Use for Electronic Banking (card based) shall prevail. For the purposes of 2.1 of the Conditions of Use for Electronic Banking (card based), you may nominate the **Account** together with any cheque or savings or other acceptable **account** which you are solely authorised by **NAB** to operate.

9 A **Card** must not be used for any unlawful purpose, including the **purchase** of goods or services, prohibited by local law in the **cardholder's** jurisdiction.

International transactions

10 For the purposes of 10, "International transactions" are transactions where the merchant, financial institution or entity processing the transaction is located outside Australia. These transactions are either:

'single currency' or 'multi currency' international transactions

- a 'single currency international transaction' is where the transaction is made in Australian dollars (AUD)
- a 'multi currency international transaction' is where the transaction is made in a currency other than Australian dollars (AUD)

The way international transactions are processed and appear on your statement of account depends on the Visa card scheme and the type of transaction.

Single currency international transactions – Visa

By your agreement with the merchant, purchases are converted to Australian dollars (AUD) by the merchant at the point of sale using exchange rates provided by a third party.

A **NAB** International Transaction Fee, as notified to the **Customer** by **NAB**, is charged to your card in accordance with the **Facility Terms and Conditions**. This fee includes a fee charged by Visa to **NAB** (and on charged by **NAB** to you), calculated on the Australian dollar amount.

Should you request a refund of the transaction the merchant will convert a refund using exchange rates applicable at the date the refund is processed. This means the refund may be converted using a different exchange rate to the one used for the original purchase.

Multi -currency international transactions – Visa

Purchases, cash advances, refunds and other charges incurred at the time of the transaction in currencies other than Australian dollars (AUD) are converted to AUD by the Visa card scheme.

The converted AUD amount appears on your statement of account as the transaction amount.

The conversion rate is either:

- Selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date. Note: This rate may vary from the rate Visa receives.
- Mandated by a government or governing body and in effect for the applicable processing date.

A **NAB** International Transaction Fee, as notified to the **Customer** by **NAB**, is charged to your card in accordance with the **Facility Terms and Conditions**. This fee includes a fee charged by Visa to **NAB** (and on charged by **NAB** to you), calculated on the converted Australian dollar amount.

Note: Refunds incurred in currencies other than AUD are converted to AUD by the credit card schemes using exchange rates applicable at the date of processing by the credit card scheme. This means the refund may be converted using a different exchange rate to the one used for the original purchase.

Credit limit

- 11 The credit limit applicable to the **Card** issued to you to access the **Account** is the amount notified to you by **NAB** or the **Customer**. You must not exceed the credit limit applicable to the **Card**.

Lost and stolen cards, and unauthorised use of cards

- 12 (a) If your **Card** is lost or stolen within Australia you must immediately notify **NAB** by calling 1800 033 103. If your **Card** is lost or stolen outside Australia **You** must call +61 3 8641 9083, or use any other means **NAB** makes available, or notify a bank displaying the Visa scheme sign. In either case, you must also notify the **Customer**.
- (b) Where requested, **you** must give **NAB** all the information you have about how the loss occurred.
- (c) You acknowledge that the **Customer** may have liability for transactions made by use of the **Card** until **NAB** receives notice from you or the **Customer**.
- 13 You should immediately notify the **Customer** of any unauthorised mail, telephone, or internet order arising from the **use** of the **Card**.

Variation

- 14 Subject to any applicable law or industry code of conduct, the **Facility Terms and Conditions** and Conditions of Use for Electronic Banking (card based) may be varied by **NAB** by notice in writing to the **Customer** or to you as agent of the **Customer** or by advertisement in **NAB** or local press no later than the day the variation takes effect.

NAB ELECTRONIC BANKING (CARD BASED)

Effective 9 November 2016

Product Disclosure Statement including Conditions of Use for electronic banking (card based)

This document forms part of the Product Disclosure Statement (PDS) for NAB's card based electronic banking facilities, along with the following document:

- A Guide to Fees and Charges – Personal (if you are a Personal Customer); or
- A Guide to Fees and Charges – Business (if you are a Business Customer).

If you have not already received a copy of the applicable document, please contact NAB. This PDS sets out important information about NAB's card based electronic banking facilities. By using this PDS you will be able to understand:

- significant characteristics and features of NAB's card based electronic banking facilities;
- the benefits and risks associated with NAB's card based electronic banking facilities.

It is important that this PDS is read thoroughly before making a decision to acquire NAB's card based electronic banking facilities.

Any advice in this PDS has been prepared without taking into account your objectives, financial situation or needs. Before acting on any advice in this PDS, NAB recommends that you consider whether it is appropriate for your circumstances.

NAB's card based electronic banking facilities are issued by National Australia Bank Limited ABN 12 004 044 937. You can contact NAB by visiting **nab.com.au** or any branch, or calling **13 22 65**.

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PART A

GENERAL INFORMATION

Summary of Important Information

Lost/stolen cards/compromised PINs

If you believe your card has been lost/stolen and/or your PIN divulged, please contact us on the below number or any other means **NAB** makes available. The **Customer** must give **NAB** all the information the **Customer** or any **cardholder** has about how the loss occurred.: Freecall **1800 033 103** (24 hours a day).

Unauthorised transactions

If you believe there has been an unauthorised transaction using your card and/or card account details, please notify NAB using one of the following methods:

- Complete a 'Credit Card Purchases Disputed Transaction Advice' form located on **nab.com.au** OR call **13 22 65** and select the option to speak to a Customer Service Representative.

If you believe there has been an unauthorised transaction using your card and/or PIN, please notify NAB:

- Call **13 22 65** and select the option to speak to a Customer Service Representative.

Customer service

If you require further information regarding your account, please call **13 22 65** and select the option to speak to a Customer Service Representative.

Personal Identification Number ('PIN')

You may change your PIN as frequently as you wish at selected NAB automatic teller machines ('ATMs') or automatic deposit machines ('ADMs'). Refer to clause 6.5 of Part B of this PDS for further guidance on PIN selection. For a complete list of ATM and ADM locations, please contact NAB by:

- Visiting **nab.com.au** or
- Call **13 22 65** and select the option to speak to a Customer Service Representative.

ATM/ADM emergency

To report an ATM or ADM breakdown or malfunction, or alternatively to query a current ATM or ADM transaction (such as a card not returned by ATM or ADM or incorrect cash disbursement), please contact NAB:

- Call **13 22 65** and select the option to speak to a Customer Service Representative;
- After hours, Freecall **1800 036 066**.

Note As part of NAB's security procedures, transactions conducted at ATMs/ADMs may be photographed.

Features and benefits

Welcome to the convenient world of NAB's card based electronic banking facilities. You now have access to card based electronic banking facilities, which make it easier and more convenient to undertake common banking transactions and to purchase many goods and services by accessing your accounts electronically.

NAB's card based electronic banking facilities include NAB Debit Card, American Express®, MasterCard®, Visa and Deposit Only Cards.

Risks associated with NAB's card based electronic banking facilities

It is important to safeguard your card, card account details, PIN and any other passwords, equipment or software required for your operation of NAB's card based electronic banking facilities. If you do not, then you may be liable for unauthorised transactions and other amounts as set out below.

You may also have other liabilities, and NAB's liability may be limited, as described below.

There is a risk of unauthorised or mistaken transactions being made through NAB's card based electronic banking facilities. In certain circumstances, NAB's liability in respect of unauthorised or mistaken transactions is limited.

In some circumstances NAB may not be liable for losses caused by equipment or system failure (including consequential losses).

You may be liable for amounts (including losses or damages suffered by NAB) arising in relation to a cheque collected by NAB where you are not the true owner of the cheque.

The amount that may be transferred or withdrawn using NAB's card based electronic banking facilities may be limited.

In some cases the way in which an EFT Transaction is processed will depend on the functionality of the equipment used.

For further information on each of these risks see the Conditions of Use in Part B of this PDS.

Significant taxation implications

You may be liable for government charges and taxes relating to transactions carried out through NAB's card based electronic banking facilities. See NAB's brochure 'A Guide to Fees and Charges – Personal' or 'A Guide to Fees and Charges – Business' (as applicable) included in this PDS and available from NAB from time to time.

How can I get more information?

You can obtain more information about NAB's:

- Card based electronic banking facilities;
- Current interest rates;
- Standard fees and charges; or
- Banking with NAB;

or by visiting **nab.com.au** or any branch, or calling **13 22 65**.

What do I do if I have a problem or dispute relating to my account?

Please refer to the Summary of important information for contact numbers in relation to lost/stolen cards, compromised PINs, unauthorised transactions on your accounts or ATM/ADM problems.

For information about resolving problems or disputes, contact NAB on **1800 152 015**, or ask at any NAB branch.

If you subsequently feel that an issue has not been resolved to your satisfaction, you may be able to raise your concerns with the Australian Financial Complaints Authority.

Are commissions payable on these products to staff members of NAB?

Staff members are salaried employees of the National Australia Bank Limited and do not receive any proportion of any fees or commissions paid to NAB in connection with the products detailed in this PDS.

Staff members may be entitled to receive additional monetary or non-monetary benefits and/or rewards resulting from participation in programs conducted by NAB. Monetary benefits or rewards may include an annual bonus the level of which may depend on the overall performance of NAB group of companies. Non-monetary benefits or rewards for staff members and their partner may include gift vouchers, film tickets, restaurant meals, attendance at an annual conference or other functions.

Whether staff members receive any such benefits and rewards depend on a number of performance related factors including the level of remuneration generated for NAB from sales of products as a consequence of the staff member's advice.

It is not possible to determine at any given time whether a staff member will receive such benefits or rewards or to quantify them. They are generally not directly attributable to any particular product that the staff member has given advice on.

Updating information

Information in Part A of this PDS that is not materially adverse information may change from time to time, and may be out of date at the time this PDS is given. Information in Part A of this PDS may be updated by making a notice containing the updated information available through:

- Contacting NAB on **13 22 65**
- Visiting NAB at **nab.com.au** or
- Visiting any branch.

You can find out details of changes to Part A of this PDS through any of these channels. A paper copy of any updated information for such changes may be obtained without charge on request.

After the product is issued you will be notified of any material change to, or significant event affecting, the information in this PDS. Changes to terms and conditions will be notified as set out in Part B of this PDS.

Meaning of words

Words defined in Part B of this PDS have the same meaning in Part A.

PART B

CONDITIONS OF USE FOR ELECTRONIC BANKING (CARD BASED)

Introduction

These Conditions of Use for electronic banking (card based) replace NAB's Conditions of Use for electronic banking and all references to that document should now be read as referring to these Conditions of Use.

The rights and obligations outlined in these Conditions of Use comply with the ePayments Code as revised by the Australian Securities and Investments Commission and with the Code of Banking Practice.

1 Application of these Conditions of Use

When do the Conditions of Use apply?

- 1.1 These Conditions of Use are binding on You from whichever of the following first occurs:
- (a) in relation to a Card which is not a credit card, by applying for the Card to be issued and linked to any Nominated Account; or
 - (b) the Accountholder or any Cardholder conducts an EFT Transaction on any Nominated Account; or
 - (c) subject to clause 1.1(d) any Cardholder receives their Card; or
 - (d) in relation to a credit card, upon receipt of the Card or Card Account Details, whichever is received first.

However, note clause 6.5 and the guidelines on security in clause 6.6 apply immediately upon receipt of the PIN.

Application of Conditions of Use

- 1.2 These Conditions of Use apply to EFT Transactions on Your Nominated Accounts. These include, but are not limited to:
- (a) EFT Transactions initiated by You at NAB ATMs or ADMs using Your Card and PIN;
 - (b) EFT Transactions initiated by You at ATMs provided by other institutions using Your Card and PIN;
 - (c) EFT Transactions initiated by You at EFTPOS facilities provided by Merchants using Your Card and PIN;

- (d) EFT Transactions initiated by You using Your Card Account Details through other Electronic Equipment (such as personal computer or telephone) including for example Merchant Internet sites and by telephone or e-mail with a Merchant;
- (e) EFT Transactions initiated by You where a credit card is used through a 'swipe-only' device that does not require a manual signature; and
- (f) EFT Transaction initiated by You where a credit card capable of making Contactless Purchases is used at a Contactless Reader.

Conditions of Use do not apply

1.3 These Conditions of Use do not apply to transactions (including transactions involving Nominated Accounts linked to Your Cards) undertaken over the following channels:

- NAB Internet Banking;
- NAB Telephone Banking;
- NAB Online Corporate; and
- NAB Online Business.

These channels have separate terms and conditions of use.

Other terms and conditions

1.4 Separate terms and conditions exist for:

- (a) credit cards issued by NAB and for the credit account which may be used in conjunction with these credit cards; and
- (b) any of the Nominated Accounts which can be accessed using Your Card.

Unless otherwise stated in these conditions, the Conditions of Use do not change or amend any of the existing rules, regulations, terms and conditions and disclosures pertaining to these Cards or Nominated Accounts. Where the conditions in this document conflict with other agreements governing Cards or Nominated Accounts, these Conditions of Use will prevail in respect of EFT Transactions, except for notice of cancellation, or revocation of service issued under credit card terms and conditions.

Accountholder to ensure distribution

1.5 Accountholders must ensure that each Cardholder is provided with a copy of this Conditions of Use document before any of the events referred to in clause 1.1 occur.

2 Limits on EFT transactions

Nominated accounts

- 2.1 Your Card and PIN (or Your Card Account Details) enable transactions to be made on those bank accounts which have been nominated for use with NAB's card based electronic banking facilities. When Your Card is a credit card, the credit card account is a Nominated Account. Other Nominated Accounts are identified on the reminder card accompanying the initial advice of NAB allocated PIN.

Please note clauses 3.2, 3.3 and 3.4 for other limits on EFT Transactions.

Number and type of accounts

- 2.2 There is a limit to the number and type of accounts which can be accessed by means of NAB's card based electronic banking facilities.

The Main Nominated Accounts comprise:

- Two main cheque accounts or two main statement savings accounts (including home and personal loan accounts but excluding credit card accounts) or one of each; and
- If a Card is a credit card, the credit card account.

Furthermore, three additional accounts of either or both of the above account types (excluding credit card accounts) may be accessed by each Card.

However, some types of Electronic Equipment may not allow access to all types of accounts.

EFTPOS terminals permit access to one only of the Nominated Accounts (being either a cheque or savings account) You have designated as a 'main account' for each transaction. (That is, an individual EFTPOS transaction must be debited to one account, although a separate transaction may be debited to another designated 'main account'.)

Amounts withdrawn or transferred

- 2.3 NAB reserves the right to limit the amount which may be withdrawn or transferred from a Nominated Account by way of certain EFT Transactions.

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.

You will be advised of these specific limits when issued with a Card, and You will be subsequently advised of any change to these limits. The limits advised by NAB are not an undertaking by NAB to so limit the amounts withdrawn or transferred by use of NAB's card based electronic banking facilities. However, the advised limit does limit Your liability for Unauthorised Transactions (see clause 6).

Valid and irrevocable authority

- 2.4 Your use of a Card, Card Account Details or PIN through Electronic Equipment to initiate an EFT Transaction is an unchangeable order to NAB to process the EFT Transaction. Neither a Cardholder nor an Accountholder may request NAB to stop or alter the EFT Transaction. However, the Accountholder's liability for the EFT Transaction could be limited in terms of clause 6.3.

3 Card based electronic banking facilities

NAB ATMs and ADMs

- 3.1 Subject to the terms and conditions applying to Your Nominated Account, Your Card and PIN enable You to use NAB's ATMs and ADMs as determined by NAB.

NAB's ATMs allow You to withdraw or transfer funds between all Nominated Accounts, obtain a record of recent transactions (not available for a credit card account), order a repeat statement (not available for a credit card account) and check Your account balances. Some NAB ATMs may also allow You to deposit funds into a Nominated Account and to change Your PIN.

NAB's ADMs allow You to deposit funds into Nominated Accounts using a Deposit Only Card and PIN.

It is Your responsibility to familiarise Yourself with the correct use of ATMs and ADMs. If You are unsure or require assistance in the operation of the ATM or ADM, please seek assistance from NAB's branch staff or contact NAB using the customer service enquiry details in the Summary of important information at the front of this document.

ATMs provided by other institutions

- 3.2 ATMs provided by other institutions accepting Cards may allow You to withdraw funds and check Your designated Main Nominated Account balances. Institutions providing other ATMs accepting Cards may impose their own restrictions on the operation of the Cards with their ATMs including limits to 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). NAB accepts no responsibility for such restrictions.

EFTPOS Terminals provided by merchants

- 3.3 EFTPOS Terminals allow You to pay for purchases and may allow the option of withdrawing extra cash from Your designated Main Nominated Account at certain locations (but not from a credit card account). Merchants providing EFTPOS Terminals accepting Cards may impose their own restrictions on the operation of the Cards with their EFTPOS Terminals including limits to the amounts which may be withdrawn. NAB accepts no responsibility for such restrictions.

Other transactions through electronic equipment

- 3.4 (Such as using a Merchant Internet site on a computer or by communicating through telephone or electronic mail with a Merchant). The Merchant or other person may impose their own restrictions on these EFT Transactions.

(Such as a purchase at a Merchant using a contactless reader.) Contactless readers give you the option of making purchases up to limit notified to you by NAB. NAB has no control over whether a Merchant will accept this form of Contactless purchase. The Merchant or other person may impose their own restrictions on these EFT Transactions.

NAB accepts no responsibility for any such restrictions in connection with any such transactions through electronic equipment.

Functionality

- 3.5 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).

NAB accepts no responsibility for this differing functionality.

Fees

- 3.6 Fees may apply to any EFT Transaction You undertake with NAB's card based electronic banking facilities, the amount and nature of which are detailed in NAB's brochures:
- 'A Guide to Fees and Charges – Personal', or
 - 'A Guide to Fees and Charges – Business', as applicable.

4 Operation of card based electronic banking services

Receipts

- 4.1 (a) It is desirable for You to retain or record Receipts to verify Your account statements;
- (b) The issuing of a Receipt by an EFTPOS Terminal or ATM may be accepted as evidence that the transaction has been performed by NAB in terms of the Receipt. This condition does not apply to deposits lodged in ATMs or ADMs (see clauses 5.1 and 5.2).
- (c) When making a Contactless purchase you must check the correct amount of the purchase is displayed on the Contactless reader or on the merchant register.

Statements

- 4.2 (a) Credit card account statements are provided in terms of the credit card's specific terms and conditions. For other Nominated Accounts NAB will provide You with a statement at least every 6 months. You may request more frequent statements if You wish. To request a change to the frequency of Your statement, please contact NAB using the customer service enquiry details in the Summary of important information at the front of this document.
- (b) For all Nominated Accounts a statement of account may also be requested at other times with information to the date of the request.
- (c) For the purposes of preparing statements, NAB reserves the right to show an EFT Transaction as having been carried out on the next Business Day after the day the transaction was made.

Review statements of account

- 4.3 You should always review Your statements of account and bring to NAB's attention any discrepancies, errors or Unauthorised Transactions as soon as possible. If You believe there is an error or discrepancy in a statement of a Nominated Account/s, or You wish to dispute an EFT Transaction, You must report this to NAB. Please refer to the customer service enquiry details in the Summary of important information at the front of this document.

Discrepancies in cash delivered by an ATM

- 4.4 When withdrawing cash from an ATM, You 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, report the facts as soon as possible to NAB. Please refer to the customer service enquiry details in the Summary of important information at the front of this document.

Cards

- 4.5 Remember to take proper care of Your Card and Card details. Do not keep Your Card in contact with other cards that have a magnetic strip. Magnetic strips can react with each other and if this occurs Your Card may no longer operate an ATM, ADM or EFTPOS terminal.
- (a) Your Card is issued with validity dates denoting month and year e.g. 01/10 is January 2010. 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.
 - (b) You agree that Your Card remains the property of NAB. You further agree to return the Card to NAB or destroy the Card by cutting it vertically in half through its magnetic strip upon:
 - (i) Notice from NAB cancelling Your Card; or
 - (ii) Closure of all Your Nominated Accounts; or
 - (iii) Revocation of authority to operate Your Nominated Accounts by means of Your Card.
 - (c) Your Card may be confiscated by an ATM or ADM should repeated entry of an invalid PIN occur. The number of additional entries allowed after the first invalid entry may be varied at NAB's discretion and is not subject to any prior notice.

EFTPOS malfunction

- 4.6 In the event of an EFTPOS Terminal malfunction or failure, the Merchant may provide alternative manual procedures to enable a transaction to be made. You will be required to present Your Card for imprinting of a transaction voucher, indicate one of the Main Nominated Accounts, and sign the transaction voucher. (The procedure is similar to that used for paper voucher credit card transactions.) NAB reserves the right to vary the manual procedure at any time.

If You have indicated on the paper voucher that a Main Nominated Account is to be debited, and that account is closed or has insufficient funds available, NAB may redirect the debit entry to the other Main Nominated Account (excluding a credit card account) without notice to You.

Merchants

- 4.7 NAB will not be liable for the refusal of any Merchant to accept a Card, or Card Account Details and will not be responsible for the goods and services supplied by a Merchant subject to:
- (a) Any rights You may have against NAB in relation to goods or services purchased by use of Your Card or Card Account Details if the transaction is covered by the Australian Securities and Investments Commission Act 2001 or the Trade Practices Act 1974; and
 - (b) Any other applicable law.

Any complaints concerning goods and services purchased must generally be resolved with the Merchant.

Promotional material

- 4.8 Promotional material referring to NAB's card based electronic banking facilities that is displayed on or in any premises, does not mean that all goods and services may be purchased by means of an EFT Transaction. You also accept that the use of Your Card and Card Account Details may be subject to other limitations imposed by the Merchant.

Government charges

- 4.9 To the extent permitted by law, NAB reserves the right to charge Your Nominated Account/s with any government charges, duties or taxes now or later imposed on transactions on the Nominated Account/s.

5 Deposits

Cash deposits at ATMs and ADMs

- 5.1 When making a cash deposit at an ATM or ADM You should be aware that such deposit may not be credited to Your account immediately.

A cash deposit lodged in an ATM or ADM is subject to verification and at our discretion may not be credited to Your account until the following Business Day. Deposits made at an ATM or ADM after 6.00pm will be credited to your account within 2 Business Days.

In the event of a discrepancy between the deposit value determined by NAB and the amount recorded by the ATM or ADM, the Accountholder will be promptly advised of the actual amount which has been credited to the Nominated Account. Remember to include the ATM or ADM deposit advice card in the envelope with the deposit, as failure to do so may delay funds being credited to Your account. NAB reserves the right to correct or reverse any such deposit transaction.

NAB will accept responsibility for the security of Your deposit correctly lodged at an ADM or ATM which offers depositing services, subject to verification of the amount deposited.

Where the claimed deposit is not available for verification following forceful removal of the ATM or ADM or other criminal act, NAB requires You to reasonably substantiate the value of Your claim.

Deposits in the form of cheques

- 5.2 If You make a deposit in the form of, or including a cheque, the funds of the cheque are not available for withdrawal until the cheque reaches the paying bank and NAB is guaranteed payment. (This condition applies to deposits made through an ATM, ADM or at a branch of NAB.) In the event of a discrepancy between the value of cheques deposited as determined by NAB and Your deposit claim, NAB will inform You. NAB reserves the right to correct or reverse any such deposit transaction.

Because of the requirements of NAB's systems, NAB reserves the right to place a 'hold' on the full amount of a deposit which includes a cheque.

(That is, for example, where a deposit includes cash and one or more cheques, the hold applies to the cash component as well as to the value of cheques.)

Holds are normally applied for 3 Business Days, and transactions requiring use of these funds may be refused within this period.

Therefore, if You wish to deposit cash and expect to withdraw against the sum of that cash within the three day period, You are advised to deposit the cash separately from the cheques. (That is, make two deposit transactions.)

NAB will not be responsible for any claim or refusal of a transaction if this condition is disregarded. You are entitled to enquire from any branch of NAB if holds are to be applied to any deposit.

Subject to clause 6, You, the Cardholder, agree to indemnify NAB against all claims or liabilities it may incur as a consequence of it collecting a cheque of which You are not the true owner.

6 Responsibilities and liabilities

Your responsibilities with respect to the Card

- 6.1 You agree:
- (a) To sign the Card immediately on receipt;
 - (b) To keep Your Card in a safe place, and provide reasonable protection for the **Card** and Card Account Details from theft;

- (c) To notify NAB should the Card or Card Account Details be lost or stolen (refer to the contact details in the Summary of important information at the front of this document or through any other means **NAB** makes available to you. The **Customer** must give **NAB** all the information the **Customer** or any **cardholder** has about how the loss occurred));
- (d) To advise any change of address (refer to the customer service enquiry details in the Summary of important information at the front of this document or through any other means NAB makes available to you. The Customer must give NAB all the information the Customer or any cardholder has about how the loss occurred.);
- (e) To use the Card in terms of these Conditions of Use;
- (f) To destroy an expired Card; and
- (g) If a temporary Card has been issued to You, You agree to destroy it upon receipt of a personalised Card.

General responsibility

- 6.2 The Accountholder is 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. The Accountholder's liability for any use not authorised by You may however be limited as provided below.

No Accountholder liability in some circumstances

- 6.3 The Accountholder is not liable for:
- (a) losses that are caused by the fraudulent or negligent conduct of NAB's employees or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
 - (b) losses arising because the PIN, Card Account Details or Card is forged, faulty, expired, or cancelled;
 - (c) losses that arise from EFT Transactions which required the use of Your Card or Card Account Details or Your PIN and that occurred before You received the Card or Card Account Details or PIN;
 - (d) losses that are caused by the same EFT Transaction being incorrectly debited more than once to the same account;
 - (e) losses resulting from Unauthorised Transactions occurring after notification to NAB that the Card or Card Account Details has been misused, lost or stolen or the security of the PIN has been breached;
 - (f) losses resulting from Unauthorised Transactions where it is clear that You have not contributed to such losses.

Accountholder liability for unauthorised transactions

6.4 The Accountholder is liable for losses resulting from Unauthorised Transactions as provided below:

- (a) where NAB can prove on the balance of probability that You contributed to the losses through Your fraud or Your contravention of the security requirements in clause 6.5 the Accountholder is liable for the actual losses which occur before NAB is notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.

However, the Accountholder is 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 that account (including any prearranged credit);
- (iv) all losses incurred on any accounts which the Accountholder and NAB had not agreed could be accessed using the Card or PIN.

- (b) the Accountholder is also liable where NAB can prove on the balance of probability that You contributed to losses resulting from Unauthorised Transactions because You unreasonably delayed notifying NAB after becoming aware of the misuse, loss or theft of the Card or Card Account Details, or that the security of the PIN has been breached. The Accountholder will then be liable for the actual losses which occur between the time You became aware (or should reasonably have become aware in the case of a lost or stolen Card or Card Account Details) and when NAB was actually notified. However, the Accountholder will not be 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(s);
- (iv) all losses incurred on any accounts which NAB and the Accountholder had not agreed could be accessed using Your Card and PIN.

- (c) where a PIN was required to perform the Unauthorised Transactions and neither paragraph (a) nor (b) applies, the Accountholder is liable for the least of:
 - (i) until 1 April 2003, \$50, and thereafter \$150; or
 - (ii) the balance of those account(s) (including any prearranged credit) from which value was transferred in the Unauthorised Transactions and which NAB and the Accountholder have agreed may be accessed using the PIN; or
 - (iii) the actual loss at the time NAB is 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)).

6.4A The Accountholder is liable for losses arising from Unauthorised Transactions that occur because You contributed to the losses by leaving a Card in an ATM.

Your responsibilities

- 6.5 (a) where NAB provides You with a PIN You must not:
 - (i) voluntarily disclose the PIN to anyone including a family member or friend (unless Your Card is a Deposit Only Card);
 - (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;
 - (iii) act with extreme carelessness in failing to protect the security of the PIN.
- (b) where NAB allows You to select a PIN or change Your PIN You must not select:
 - (i) a numeric code which represents Your birth date; or
 - (ii) an alphabetical code which is a recognisable part of Your name.

Either of these selections may mean You are liable for losses caused by Unauthorised Transactions caused by a breach of Your PIN.

Guidelines

- 6.6 You should also comply with these guidelines to protect the security of Your Card, Card Account Details and PIN and thus reduce the possibility of any inconvenience to You:
 - (a) do not permit any other person to use the Card or Card Account Details;
 - (b) destroy the PIN envelope after memorising the PIN;
 - (c) take reasonable care when using an ATM, ADM or EFTPOS Terminal to ensure the PIN is not disclosed to any other person; and

- (d) should You require a memory aid to recall Your PIN You may make such a record providing the record is reasonably disguised. However, NAB does not consider the following examples to provide a reasonable disguise and You agree not to:
 - (i) record the disguised PIN on Your Card;
 - (ii) disguise a PIN by reversing the number sequence;
 - (iii) describe the disguised record as a 'PIN record' or 'Password record';
 - (iv) disguise the PIN as a telephone number, part of a telephone number, postcode or date of birth;
 - (v) disguise the PIN using alphabetical characters, e.g.:
 - A = 1
 - B = 2
 - C = 3 etc.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person discerning Your PIN.

Please note all the guidelines set out in clause 6.6 are for Your assistance but Your liability in the case of an actual loss will be governed by the ePayments Code and clause 6.5 in this document. However, You should take care to meet the guidelines set out in clause 6.6 as a failure to meet these guidelines may in some circumstances constitute an act of extreme carelessness under clause 6.5(a)(iii).

Advising NAB

- 6.7 If You believe Your Card has been lost or stolen, Your PIN divulged or that there has been misuse of Your Card, You or through any other means NAB makes available to You advise NAB as soon as possible. Please refer to the contact details in the Summary of important information at the front of this document or any other means NAB makes available to You.

Once NAB has been notified of these matters the Accountholder's liability for further EFT Transactions will be limited.

Where telephone facilities are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of NAB, providing notification is made to NAB within a reasonable time of the facility again becoming available. Please refer to the contact details in the Summary of important information at the front of this document or any other means NAB makes available to you.

NAB will acknowledge Your report and You should record or retain this acknowledgement.

Liability under credit and charge card scheme rules

- 6.8 Notwithstanding the above where You notify NAB of an Unauthorised Transaction on a credit card or charge card account NAB will not hold the Accountholder liable for an amount greater than the liability the Accountholder would have had if NAB had, at the time the complaint was made, exercised its rights (to the extent relevant) under the rules of the credit card or charge card scheme.

Failure of NAB electronic equipment

- 6.9 (a) except in the case of a Business EFT Transaction NAB will be liable to You for losses You suffer caused by the failure of NAB's Electronic Equipment or system to complete an EFT Transaction accepted by NAB's system or NAB's Electronic Equipment in accordance with Your instructions.
- However, NAB will not be liable for consequential losses where You should have been aware that NAB's Electronic Equipment or system was unavailable for use or malfunctioning. NAB's 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. NAB will also not be liable for any losses caused by the failure of NAB's Electronic Equipment where NAB's system or Electronic Equipment had not accepted the EFT Transaction.
- (b) Except to the extent caused by NAB's negligence, NAB will not be liable to You for any loss, claim, liability or outgoing, which You suffer because of any failure of NAB's systems or NAB's Electronic Equipment to complete a Business EFT Transaction. In no circumstances will NAB be liable for any consequential loss or damage.

7 Complaint investigation and resolution procedure

Notify NAB

- 7.1 If You believe that there has been an error in a transaction, instance of Unauthorised Transactions, or error in Your statement of account, promptly notify NAB. Please refer to the contact details in the Summary of important information at the front of this document. All relevant information available to You regarding the complaint is to be disclosed to NAB.

You may be required to report any Unauthorised Transaction to the police and to provide NAB with a copy of such report. You may also be required to complete a statutory declaration detailing particulars of the disputed transaction.

Written advice

- 7.2 Should NAB be unable to resolve the matter immediately to Your satisfaction, NAB will provide You with a written advice of NAB's procedures by which it will be investigated and handled further.

NAB will acknowledge receipt of Your claim, and within 21 days of receipt of the complaint NAB will advise You in writing of either:

- (a) the outcome of NAB's investigation, detailing the reasons for NAB's decision with reference to the specific terms of the Conditions of Use where appropriate; or
- (b) the need for more time to complete NAB's investigation.

Unless there are exceptional circumstances, of which NAB shall advise You in writing NAB may require up to 45 days from receipt of Your complaint to complete NAB's investigations.

Monthly updates

- 7.3 Where an investigation continues beyond 45 days, NAB shall provide You in writing with:
- (a) the reasons for the delay;
 - (b) monthly updates on the progress of NAB's investigation; and
 - (c) a date when a decision can be reasonably expected; except where NAB is awaiting a response from You and NAB has advised You of this fact.

Australian Financial Complaints Authority

- 7.4 If, because of a delay in giving a final decision, You have a right to take a matter to the Australian Financial Complaints Authority, NAB will advise You in writing about that right within 5 Business Days of the day on which You acquire it.

Account adjustments

- 7.5 If NAB concludes, as a result of NAB's investigations, that Your account has been incorrectly debited or credited, NAB will promptly adjust Your account (including any interest and charges) accordingly and notify You in writing of the amount by which Your account has been adjusted as a result. If NAB concludes from its investigations that Your account has not been incorrectly debited or credited, or in the case of Unauthorised Transactions, that You have contributed to at least part of the loss occasioned by the unauthorised use (see clause 6), NAB will supply You with copies of any document or other evidence on which NAB based its finding and will advise You in writing whether there was any system or equipment malfunction at the time of the transaction.

Senior management review

- 7.6 If You are not satisfied with NAB's findings You may request, in writing, a review of these findings by NAB's senior management. Please direct such requests in writing to:

National Australia Bank
Head of Customer Resolutions
Reply Paid 2870
Melbourne Vic 8060
Fax: (03) 8641 0665

After this further review, should You remain dissatisfied with the findings of the investigation, external avenues of complaint may exist including for example the Consumer Affairs Department, Small Claims Tribunal and the Australian Financial Complaints Authority.

8 Alterations to Conditions of Use

- 8.1 In addition to the other changes NAB may make to these Conditions of Use which are detailed in these Conditions of Use, NAB may change any other of these Conditions of Use (including by imposing new fees or charges, changing the amount, type or method of calculation of fees and charges payable). NAB will make any changes in accordance with any applicable legislation and industry codes.

Important alterations

- 8.2 NAB will give the Accountholder at least 20 days (or any longer period allowed by law) written notice of any change to:
- (a) clause 2.3 or any of the information to be provided to You under it; or
 - (b) an increase in the Accountholder's liability for losses relating to EFT Transactions.

Other changes

- 8.3 Unless otherwise specified in these Conditions of Use or separately agreed between You and NAB, NAB will give You notice of changes as set out below and You agree to receiving notice in such ways:
- notice of changes to fees and charges (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 or replacement Card or PIN or Card Account Details) will be given in writing at least 30 days before the change takes effect;
 - notice of changes to government fees and charges will be given by media advertisement, in writing or electronically as soon as practicable after, but no later than three months after the change takes effect; and
 - notice of any other changes to these Conditions of Use will be given:
 - (a) in writing, by media advertisement or electronically; and
 - (b) no later than the day the change takes effect;as required under applicable laws and industry codes.

Email notification

8.4 If You agree NAB may advise You of any alterations or other changes under clauses 8.2 and 8.3 by electronic mail to Your nominated electronic address.

If you so agree, NAB may not give You notice in other ways (e.g. in writing).

You may change Your nominated electronic address or withdraw Your agreement to receive notices by electronic mail by giving NAB notice.

NAB may notify you that a communication is available electronically (including SMS or electronic mail). You must check electronic communications regularly.

You may request a paper copy of a notice given to You by electronic mail if you request the paper copy within 6 months of receipt of the electronic copy.

9 Code of Banking Practice and ePayments Code ePayments Code warranty

9.1 NAB warrants that it will comply with the requirements of the ePayments Code for all EFT Transactions on Nominated Accounts other than Business EFT Transactions.

Code of Banking Practice

9.2 NAB has adopted the Code of Banking Practice and relevant provisions of the Code apply to this banking service, if You are an individual or a small business customer (as defined by the Code).

You can obtain from NAB upon request:

- (a) information on NAB's current interest rates and standard fees and charges relating to this banking service if any;
- (b) general descriptive information concerning NAB's banking services including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) NAB's obligations regarding the confidentiality of Your information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of You informing NAB promptly when You are in financial difficulty;
 - (vii) the advisability of You reading the terms and conditions applying to each banking service NAB provides to You.

- (c) general descriptive information about:
 - (i) the identification requirements of the Anti Money Laundering and Terrorism Financing Act 2006;
 - (ii) the options available to You under the tax file number legislation; and
- (d) a copy of the Code of Banking Practice.

Exercise of discretion

- 9.3 Where these Conditions of Use confer a right or discretion on NAB, NAB will exercise that right or discretion reasonably after having regard to its legitimate business interests.

10 Meaning of words

The following definitions apply throughout these Conditions of Use unless otherwise stated:

‘accountholder’ means the person in whose name a Nominated Account is held.

‘ADM’ means Automatic Deposit Machine.

‘ATM’ means Automatic Teller Machine.

‘business account’ means an account that is designed primarily for use by a business and established primarily for business purposes.

‘business customer’ means the Accountholder in respect of a Nominated Account which is a Business Account.

‘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 which is either:

- the debiting of and transfer of value from; or
- the receipt of value and the crediting of that value to a Business Account.

‘card’ means any debit or credit card issued by NAB for use with Electronic Equipment. It may include NAB Debit Card, American Express®, MasterCard®, Visa and Deposit Only Cards.

‘card account details’ means:

- (a) Your credit card number; and
- (b) Your credit card expiry date, as set out on your credit card or any representation of those details which allow a contactless purchase to be performed; or as otherwise defined in the Conditions of Use for Electronic Banking (card based).

‘cardholder’ means a person who has been issued a Card or any other person who has been nominated by an Accountholder to operate on a Nominated Account and who has been issued a Card, or otherwise authorised by an Accountholder to use an Accountholder’s Card or Card Account Details.

‘conditions of use’ mean this document and any variation of this document which have been properly notified to you in accordance with this document.

‘contactless authentication method’ means the method of confirming your authority to make a Contactless purchase, if any.

‘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 a Contactless reader without having to insert or swipe a Card; or
- (b) when available, waving or tapping an eligible mobile phone device in front of a Contactless reader to transmit Card Account Details using Near Field Communication and complying with any required Contactless authentication method.”

‘contactless reader’ is an electronic device at a merchant which can be used to make a Contactless purchase with a Card without having to insert or swipe a Card.

‘deposit only card’ means a debit card issued by NAB which cannot be used to authorise withdrawals from Nominated Accounts.

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

‘EFT transaction’ means a funds transfer to or from an account which is initiated through Electronic Equipment using a Card, Card Account Details or PIN (or a combination of one or more of them) to debit or credit a Nominated Account but does not include:

- Any funds transfer which is authorised by a Cardholder physically signing a document (e.g. signing a credit card receipt);
- Any funds transfer through a NAB channel with separate terms and conditions such as:
 - (i) NAB Telephone Banking;
 - (ii) NAB Internet Banking;
 - (iii) NAB Online Corporate; or
 - (iv) NAB Online Business.

‘electronic equipment’ means any Electronic Equipment which may be used in conjunction with a Card or Card Account Details including ATMs, ADMs, EFTPOS Terminals, Contactless Readers, personal computers and telephones to carry out an EFT Transaction.

‘ePayments Code’ means the ePayments Code issued by the Australian Securities and Investments Commission and subscribed to by NAB on 20 March 2013.

‘main nominated account’ means an account You specify as a ‘Main Nominated Account’ as described in clause 2.2.

‘merchant’ means a provider of goods and services.

‘NAB’ means National Australia Bank Limited ABN 12 004 044 937.

‘Near Field Communication (NFC)’ is a form of contactless communication available in compatible devices such as smartphones or tablets.

‘nominated account’ means a bank account which can be accessed by using Your Card and PIN and/or Card Account Details as authorised by the Accountholder.

‘PIN’ means the personal identification number allocated by NAB or personally selected by You.

‘receipt’ means a record of an EFT Transaction.

‘unauthorised transaction’ means any EFT Transaction where:

- You claim that You did not engage in or have knowledge of or consent to the EFT Transaction even though Your Card, Card Account Details and/or the correct PIN or Contactless authentication method were used to generate the disputed EFT Transaction; or
- 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. Please refer to clause 4.1.

‘you/your’ means the **Cardholder** and may include the **Customer**.

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PRIVACY NOTIFICATION

This notification covers National Australia Bank Ltd ABN 12 004 044 937 and its related companies (the 'Group'). It includes all the banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations in the Group. We are grateful for the trust and confidence you have in us to safeguard your privacy. The notification tells you how we collect your information, what we use it for and who we share it with. It also points out some key features of our Privacy Policy available at www.nab.com.au/privacy. By providing personal information to us, you consent to the collection, use and disclosure of your information in accordance with this Notification and any other arrangements that apply between us.

How we collect information from you

We'll collect your personal information from you directly whenever we can, for example when you fill out a form with us, when you've given us a call, used our websites (including via cookies) or mobile applications or dropped into one of our branches. (See our Cookies Policy www.nab.com.au/cookies for more information). Sometimes we collect your personal information from third parties. You may not be aware that we have done so. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

How we collect your information from other sources

Sometimes we collect information about you from other sources. We may collect information about you that is publicly available (for example from public registers or social media), or made available by third parties. We do this where:

- we distribute or arrange products on behalf of others, including our business partners;
- we can't get hold of you and need to update your contact details;
- we need information from third parties about an application you make through us;
- we need information for fraud prevention purposes;
- we are checking the security you are offering;
- we can learn insight about your financial needs, such as through property information;
- you have consented to third parties sharing it with us, such as organisations we have loyalty programs with or we sponsor;
- at your request, we exchange information with your legal or financial advisers or other representatives.

We may use or disclose information about you in order to combine the information that we hold with information collected from or held by external sources.

When the law authorises or requires us to collect information

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information. For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.

NAB believes that by applying for this account, you're not a US citizen or tax resident. If you are a US citizen or tax resident, you'll need to advise NAB by calling 1300 550 316 between 9am and 5pm (AEST/ADST) Monday to Friday.

How we use your information

We use your information to provide you with the product or service you asked for, and for other purposes including:

- giving you information about a product or service including financial help, guidance and advice;
- considering whether you are eligible for a product or service, including identifying or verifying you or your authority to act on behalf of a customer;
- processing your application and providing you with a product or service;
- administering the product or service we provide you, which includes answering your requests and complaints, varying products and services, conducting market research, and managing our relevant product portfolios;
- telling you about other products or services that may be of interest to you, or running competitions and other promotions (this can be via email, telephone, SMS, iM, mail, or any other electronic means including via social networking forums), unless you tell us not to;
- identifying opportunities to improve our service to you and improving our service to you;
- determining whether a beneficiary will be paid a benefit;
- assisting in arrangements with other organisations (such as loyalty program partners) in relation to a product or service we make available to you;
- allowing us to run our business and perform administrative and operational tasks (such as training staff, risk management; developing and marketing products and services, undertaking planning, research and statistical analysis; and systems development and testing);
- preventing or investigating any fraud or crime, or any suspected fraud or crime;
- as required by law, regulation or codes binding us; and
- for any purpose for which you have given your consent.

You can let us know at any time if you no longer wish to receive direct marketing offers from the Group. We will process your request as soon as practicable. Where you have subscribed to something specific (like to hear from one of our sponsored organisations) then these subscriptions will be managed separately. If you no longer wish to receive these emails click the unsubscribe link included in the footer of our emails.

How we use your credit information

In addition to the ways for using personal information mentioned above, we may also use your credit information to:

- enable a mortgage insurer or title insurer to assess the risk of providing insurance to us or to address our contractual arrangements with the insurer;
- assess whether to accept a guarantor or the risk of a guarantor being unable to meet their obligations;
- consider hardship requests; and
- assess whether to securitise loans and to arrange the securitising of loans.

What happens if you don't provide your information to us?

If you don't provide your information to us, we may not be able to:

- provide you with the product or service you want;
- manage or administer your product or service;
- personalise your experience with us;
- verify your identity or protect against fraud; or
- let you know about other products or services from our Group that might better meet your financial, e-commerce and lifestyle needs.

Sharing your information

We may share your information with other organisations for any purposes for which we use your information.

Sharing with the Group

We may share your personal information with other Group members. This could depend on the product or service you have applied for and the Group member you are dealing with. Where appropriate we integrate the information we hold across the Group to provide us with a complete understanding of you and your needs, including giving you access to the Group or related products you hold via Internet Banking.

Sharing with MLC Limited

NAB acts for MLC Limited ABN 90 000 000 402 (described as MLC Life Insurance) in distributing their life insurance products. MLC Limited is no longer part of the NAB Group of companies. We may exchange personal information with MLC Limited or their service providers in order to administer and manage your life insurance products that are issued by them. We may also need to share information so as to ensure:

- your insurance premium is calculated correctly (balance information may be required to be shared so your insurance can be calculated) and where authorised, make payments on your behalf to MLC Limited;
- insurance claims and benefits are paid;
- insurance products are viewable to service customer contact (this includes showing your insurance products in NAB Internet Banking if you have a NAB Internet Banking ID);
- NAB and MLC Limited can both tell you about our respective marketing and products offers (including ensuring customers who hold MLC Limited products are excluded from NAB Group campaigns marketing MLC Limited products);
- a smooth customer experience when you contact us, including:
 - we can transfer you to the right service centre;
 - where appropriate, NAB and MLC Limited can cooperate in order to handle your complaint;
 - being able to provide assistance should you wish to speak about your MLC Limited products held (for example, where possible, we may assist by updating contact details on request).

Some of the information exchanged will be stored and visible within NAB Group customer databases; with some of these databases being accessible to MLC Limited for a transition period. All information stored in these databases is subject to this privacy policy as well as NAB Group's security procedures and controls.

Sharing at your request

We may need to share your personal information with your representative or any person acting on your behalf (for example, financial advisers, lawyers, settlement agents, accountants, executors, administrators, trustees, guardians, brokers or auditors)- and your referee such as your employer (to confirm details about you).

Sharing with credit reporting bodies

When we're checking your credit worthiness and at other times, we might share information about you with credit reporting bodies. When we give your information to a credit reporting body, it may be included in reports that the credit reporting body gives other organisations (such as other lenders) to help them assess your credit worthiness.

Some of the information that we give to credit reporting bodies may reflect adversely on your credit worthiness, for example, if you fail to make payments or if you commit a serious credit infringement (like obtaining credit by fraud). That sort of information may affect your ability to get credit from other lenders.

With your consent, personal information may also be shared with credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information. These checks help us verify whether your identity is real and are not a credit check.

Sharing with third parties

We may disclose your personal information to third parties outside of the Group, including:

- those involved in providing, managing or administering your product or service;
- authorised representatives of the NAB Group who sell products or services on our behalf;
- credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information;
- insurance, investment, superannuation and managed funds organisations, and their advisers and service provider;
- medical professionals, medical facilities or health authorities who verify any health information you may provide;
- real estate agents, valuers and insurers (including lenders' mortgage insurers and title insurers), re-insurers, claim assessors and investigators;
- brokers or referrers who refer your application or business to us;
- other financial institutions, such as banks, as well as guarantors and prospective guarantors of your facility;
- organisations involved in debt collecting, including purchasers of debt;
- fraud reporting agencies (including organisations that assist with fraud investigations and organisations established to identify, investigate and/or prevent any fraud, suspected fraud, crime, suspected crime, or misconduct of a serious nature);

- organisations involved in surveying or registering a security property or which otherwise have an interest in such property;
- organisations we sponsor and loyalty program partners, including organisations the NAB Group has an arrangement with to jointly offer products or has an alliance with to share information for marketing purposes;
- companies we arrange or distribute products for, such as insurance products;
- rating agencies to the extent necessary to allow the rating agency to rate particular investments;
- any party involved in securitising your facility, including the Reserve Bank of Australia (sometimes this information is de-identified), re-insurers and underwriters, loan servicers, trust managers, trustees and security trustees;
- service providers that maintain, review and develop our business systems, procedures and technology infrastructure, including testing or upgrading our computer systems;
- payments systems organisations including merchants, payment organisations and organisations that produce cards, cheque books or statements for us;
- our joint venture partners that conduct business with us;
- organisations involved in a corporate re-organisation or transfer of NAB Group assets or business;
- organisations that assist with our product planning, analytics, research and development;
- mailing houses and telemarketing agencies and media organisations who assist us to communicate with you, including media or social networking sites;
- other organisations involved in our normal business practices, including our agents and contractors, as well as our accountants, auditors or lawyers and other external advisers (e.g. consultants and any independent customer advocates);
- government or regulatory bodies (including the Australian Securities and Investment Commission and the Australian Tax Office) as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities); and
- where you've given your consent or at your request, including to your representatives, or advisors.

Sharing outside of Australia

We run our business in Australia and overseas. We may need to share some of your information (including credit information) with organisations outside Australia.

Sometimes, we may need to ask you before this happens. You can view a list of the countries in which those overseas organisations are located at www.nab.com.au/privacy/overseas-countries-list/

We may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

We will not share any of your credit information with a credit reporting body, unless it has a business operation in Australia. We are not likely to share credit eligibility information (that is, credit information we obtain about you from a credit reporting body or that we derive from that information) with organisations unless they have business operations in Australia. However in the event NAB seeks assistance from a related company to manage defaulting loans, we may need, as a consequence, to disclose credit eligibility information to the Bank of New Zealand, located in New Zealand. We are likely to share other credit information about you with organisations outside Australia. A list of countries in which those overseas organisations are located is set out above.

Accessing your information

You can ask us to access information that we hold about you. You have special rights to access credit information we obtain about you from a credit reporting body or that we derive from that information. You can find out how to access your information (including your credit eligibility information) by reading our Privacy Policy, available at www.nab.com.au/privacy or by calling 13 22 65 and asking us for a copy.

Correcting your information

You can ask us to correct information we hold about you. You have special rights to correct your credit information. You can find out how to correct your information (including your credit information) by reading our Privacy Policy, available at www.nab.com.au/privacy or by calling 13 22 65 and asking us for a copy.

Complaints

If you have a complaint about a privacy issue, please tell us about it. You can find out how to make a complaint (including special rights for credit information complaints) and how we will deal with these complaints, by reading our Privacy Policy, available at www.nab.com.au/privacy or by calling 13 22 65 and asking us for a copy.

Contact us

We care about your privacy. Please contact us if you have any questions or comments about our privacy policies and procedures. We welcome your feedback.

You can contact us by:

- submitting an online Compliments, Suggestions or Complaints form via www.nab.com.au
- calling our contact centre on 13 22 65 (Hearing impaired customers can call TTY 13 36 77)
- speaking to us in person at a branch

Contact details for credit reporting bodies

When we're checking your credit worthiness and at other times, we might share information about you with credit reporting bodies. The contact details of those credit reporting bodies are set out below. Each credit reporting body has a credit reporting policy about how they handle your information. You can obtain copies of these policies at their websites.

Dun & Bradstreet Australia – www.checkyourcredit.com.au

- Dun & Bradstreet's credit reporting policy is set out at www.dnb.com.au/Header/About_Us/Legal/Privacy_policy/index.aspx

Phone: 1300 734 806

Mail: Public Access Centre Dun & Bradstreet Australia
PO Box 7405
St Kilda Rd, VIC 3004

Experian Australia – www.experian.com.au

- Experian's credit reporting policy is set out at www.experian.com.au/legal/credit-services-privacy.html

Phone: 1300 783 684

Mail: Consumer Support Experian Australia
PO Box 1969
North Sydney, NSW 2060

Veda Advantage Business Information Services Ltd – www.mycreditfile.com.au

- Veda Advantage's credit reporting policy is set out at www.veda.com.au/privacy

Contact credit reporting bodies if you think you have been the victim of a fraud

If you believe that you have been or are likely to be the victim of fraud (including identity fraud), you can request a credit reporting body not to use or disclose the information they hold about you. If you do this, the credit reporting body mustn't use or disclose the information during an initial 21 day period without your consent (unless the use or disclosure is required by law). This is known as a **ban period**.

If, after the initial 21 day ban period, the credit reporting body believes on reasonable grounds that you continue to be or are likely to be the victim of fraud, the credit reporting body must extend the ban period as they think reasonable in the circumstances. The credit reporting body must give you a written notice of the extension.

Contact credit reporting bodies if you don't want your information used by them for direct marketing/pre-screening purposes

Credit reporting bodies can use the personal information about you that they collect for a pre-screening assessment at the request of a credit provider unless you ask them not to. A pre-screening assessment is an assessment of individuals to see if they satisfy particular eligibility requirements of a credit provider to receive direct marketing. You have the right to contact a credit reporting body to say that you don't want your information used in pre-screening assessments. If you do this, the credit reporting body must not use your information for that purpose.

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For more information call Business Cards on

13 10 12

8am – 8pm AEST/AEDT Monday to Friday

9am – 6pm AEST/AEDT Saturday and Sunday

or visit nab.com.au



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