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# eFX Dealing

## Terms and Conditions

Dated: 9 November 2023

# eFX Dealing Terms and Conditions

## 1. Meaning of words

1.1 In this document, capitalised terms will have the following meaning unless the context otherwise requires.

**Additions/Amendments Request Form** means the “eFX Dealing Additions/Amendments Request” form by which you may make reasonable requests to NAB from time to time to make modifications in its provision of eFX Dealing to you subject to NAB’s approval (acting reasonably).

**Application Form** means the “eFX Dealing Application” form by which you apply to use eFX Dealing subject to NAB’s approval (acting reasonably).

**Authorised User** means a person that you nominate in that capacity on an:

- (i) Application Form; or
- (ii) Additions/Amendments Request Form, as applicable.

**Banking Code** means the Banking Code of Practice, but before 1 July 2019 refers to the Code of Banking Practice (2013 version) and “Code” has a corresponding meaning.

**Business Day** means a day on which commercial banks are open for ordinary banking business (including dealings in foreign exchange) in Sydney and Melbourne and excludes a Saturday, Sunday or any national public holiday.

**Cut-Off Time** means the time determined by NAB (acting reasonably) as the cut-off time on each Business Day for the receipt by NAB of Transaction Instructions for particular eFX Dealing Transactions, whereby NAB will make every endeavour to process the instruction on the date of receipt, as specified at any time, and from time to time.

**Dealing Information** means any market information and exchange rate quotations or other information that we provide to you via eFX Dealing.

**eFX Dealing** means NAB’s electronic transaction service for entering into eFX Dealing Transactions and receiving Dealing Information.

**eFX Dealing Transaction** means a Transaction entered into by you or your Authorised User on your behalf using eFX Dealing subject to the applicable Master Agreement.

**eFX Terms and Conditions** means this document and the terms and conditions set out herein (as amended or supplemented by NAB (acting reasonably) from time to time).

**Master Agreement** means either (i) NAB’s standard “Master Agreement for Foreign Exchange and Derivative Transactions” (as amended, replaced or supplemented by NAB from time to time in accordance with its terms and conditions) or (ii) the International Swaps and Derivatives Association, Inc. Master Agreement (1992 or 2002 version as the case may be) as applicable.

**NAB** means National Australia Bank Limited (ABN 12 004 044 937) (Australian Financial Services Licence No. 230686) and its successors and assigns, and “We”, “Us” and “Our” have corresponding meaning.

**Nominated Limit** means the set monetary limit that an Authorised User can enter into on your behalf in relation to an eFX Dealing Transaction and that you nominate in respect of such user on an:

- (i) Application Form; or
- (ii) Additions/Amendments Request Form.

**Password** means a password initially selected by NAB for you and each of your Authorised User following approval of your application to use eFX Dealing, and any subsequent password chosen by you and your Authorised User to replace that initial password.

**Personnel** means your agents, contractors and employees, and includes your Authorised Users.

**Set Limit** means any current uncommitted and unadvised limit set by NAB (acting reasonably) on the aggregate monetary amount of eFX Dealing Transactions you may have outstanding at any time.

**Small Business Contract** has the meaning of that term when used in the *Australian Securities and Investments Act 2001* (Cth) (**ASIC Act**) from time to time. With effect from 9 November 2023 small business contracts under the ASIC Act include contracts which are entered into or renewed after that date where the upfront price payable does not exceed \$5,000,000 and either (or both) of the following apply:

- the business makes the contract in the course of carrying on a business and the business employs fewer than 100 persons; or
- the turnover of the business for the last income year (within the meaning of the Income Tax Assessment Act 1997) was less than \$10,000,000. The calculation of turnover will be worked out using the rules in the ASIC Act.

This document may be a Small Business Contract where it meets these requirements.

For the removal of doubt, this document may be a Small Business Contract even if you are not a ‘small business’ within the meaning of that term in Banking Code of Practice (or as defined above).

**Transaction** means as that term is defined in the applicable Master Agreement.

**Transaction Instruction** means an instruction from you, or an Authorised User on your behalf, to enter into an eFX Dealing Transaction using eFX Dealing and requiring input of a User ID and Password.

**User ID** means an identification number selected by NAB for each Authorised User following approval of your application to use eFX Dealing.

**User Guide** means the document referred to in clause 2.1(b) below explaining how eFX Dealing operates and how to perform the various functions associated with eFX Dealing.

**You** means the customer named on an:

- (i) Application Form; or
- (ii) Additions/Amendments Request Form,

and includes your successors, assigns and Personnel, and “yours” has a corresponding meaning.

1.2. In this document, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other genders;
- (c) the word ‘person’ means a natural person and any association, body or entity whether incorporated by you;
- (d) a reference to writing includes any communication sent by post or e-mail transmission but excludes by facsimile;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning; and
- (f) mentioning anything after ‘include’, ‘includes’ or ‘including’ does not limit what else may be included.

1.3 References to ‘Schedules’, ‘clauses’ and ‘sub-clauses’ are references to schedules, clause and sub-clauses of this document and the Schedules form part of this document.

1.4 Headings in this document are for convenience only and do not affect its interpretation or construction.

## 2. Materials provided with eFX Dealing

2.1 In order for you to use eFX Dealing, NAB will enable you to download the following:

- (a) an Application Form; and
- (b) a copy of the User Guide.

2.2 The number of User IDs and Passwords supplied will be determined by the number of Authorised Users.

2.3 NAB may, acting reasonably, amend, replace or supplement the User Guide from time to time. You may only use the latest edition of the User Guide as supplemented or revised by any amendment.

## 3. Use of eFX Dealing

- 3.1 You must not display, discuss or provide any information relating to eFX Dealing and the User Guide to any third party including anyone employed by a software consulting firm or employed by a financial institution other than NAB, without our prior written permission.
- 3.2 You must establish and maintain at all times security measures adequate to protect against the unauthorised use and access of eFX Dealing and the User Guide (including any other materials related to eFX Dealing that we may reasonably provide to you from time to time) by any person other than you or your Authorised Users whether employed by you or not.
- 3.3 You and your Authorised Users must keep secret at all times, and must not make any written records of, the Passwords or User IDs.
- 3.4 You must notify NAB promptly in writing if you, or your Authorised User, believe, suspect or discover an unauthorised use or access of eFX Dealing, or if an eFX Dealing Transaction has been entered into, by a person other than you or your Authorised Users.

## 4. Intellectual Property

You agree that nothing in the eFX Terms and Conditions or your use, or the use by your Authorised Users, of eFX Dealing gives you or your Authorised Users any right or interest in any intellectual property rights relating to eFX Dealing and related documents or materials that are owned by NAB, including the ‘*Master Agreement for Foreign Exchange and Derivative Transactions*’ and the User Guide. You acknowledge and agree that NAB (or third parties who have licensed intellectual property rights to NAB) retain all intellectual property rights in eFX Dealing and such materials and documents.

## 5. Conditions of use

- 5.1 You must complete and lodge an Application Form to us for our approval before you can use eFX Dealing. We will notify you in writing if your application has been approved or declined at our discretion (acting reasonably and subject to our policy framework).
- 5.2 Prior to entering into any eFX Dealing Transaction with us, we will provide you with the Master Agreement applicable to the eFX Dealing Transaction(s) that you wish to enter into, and it will govern your relationship with us in relation to those eFX Dealing Transactions.
- 5.3 Before entering into the Master Agreement or any Transactions thereunder, we recommend that you consider whether it is appropriate for your circumstances and seek independent professional legal and financial advice. We further recommend that you consider the product disclosure documents and other applicable disclosure documents available from NAB before making any decision to enter into any eFX Dealing Transactions offered under that Master Agreement.

- 5.4 For the purposes of the Transactions that you enter into, or your Authorised User enters into on your behalf, in the event of any ambiguity or inconsistency between the terms and conditions set out in this document and the terms and conditions of the applicable Master Agreement in relation to those Transactions, the following shall take precedence over the eFX Terms and Conditions in the following order; firstly, the written trade confirmation relating to the Transaction issued under that applicable Master Agreement, and secondly, the terms and conditions of the applicable Master Agreement.
- 5.5 You agree to be bound to all eFX Dealing Transactions, (including the Transaction Instructions relating to them), that you or your Authorised User enter into using eFX Dealing.
- 5.6 You acknowledge that your ability to enter into eFX Dealing Transactions is subject to the Set Limits referred to in clause 7.1 .
- 5.7 When entering into eFX Dealing Transactions on your behalf, you must ensure that your Authorised Users do not exceed their respective Nominated Limit without NAB's prior written consent.
- 5.8 You represent and warrant to NAB that all the information in your Application Form and Additions/Amendments Request Form, including any other material or documents by which you provide information in connection with your use of eFX Dealing, is true and correct and excludes any information that is or is likely to become false, misleading or deceptive. You repeat this representation and warranty on each date that you enter, or your Authorised User on your behalf enters, into any eFX Dealing Transaction. You agree that NAB is entitled to rely on such information in supplying eFX Dealing to you and entering into eFX Dealing Transactions with you.
- 5.9 You acknowledge and agree that:
- (a) a Transaction Instruction may not be given effect on the same day on which it is received by NAB; and
  - (b) Transaction Instructions will be executed at various intervals during any Business Day, as determined by NAB from time to time, acting reasonably. However, should any Transaction Instruction be received by NAB after any predetermined Cut-Off Time, the Transaction Instruction may not be processed until the first following Business Day.
- 5.10 Without first obtaining our prior written consent, you must not in any manner whatsoever assign or transfer to any other person any of your rights and interests under the eFX Terms and Conditions.
- 5.11 You agree that NAB may, acting reasonably and having regard to its legitimate business interests and prudential and regulatory obligations, assign any of its rights and interests under the eFX Terms and Conditions without your prior written consent.
- 5.12 You agree that we provide you with the Dealing Information on the conditions that you and your Authorised User:
- (a) will not cause or permit any Dealing Information to be recirculated or republished outside your organisation in any form;
  - (b) will use the Dealing Information only in the ordinary course of your business within your organisation;
  - (c) will not re-disseminate any Dealing Information, whether or not doing so forms part of your business; and
  - (d) acknowledge and accept that any Dealing Information contributed by, and/or received by NAB from, any sources external to NAB is not in any way attributable to or endorsed by NAB.
- 5.13 You acknowledge and agree that:
- (a) NAB is entitled to assume that any access and operation of eFX Dealing using the appropriate Passwords and User IDs has been made by an Authorised User within the scope of their authority, regardless of the true identity of the person accessing and operating eFX Dealing.
  - (b) NAB is under no duty to make any inquiry whatsoever as to whether or not that person is an Authorised User, or to determine the scope of that person's authority.
  - (c) Except where clause 5.13(d) applies, NAB's records of eFX Dealing Transactions shall be conclusive evidence of such access and operations, including entering into an eFX Dealing Transaction, by you or your Authorised Users on your behalf.
  - (d) If this is a Small Business Contract, then NAB may provide you with NAB's records of your eFX Dealing Transactions. You can dispute NAB's records in good faith but you should do so as soon as you can. NAB will not unreasonably rely on its records when it would be unfair to do so.
- 5.14 You appoint each Authorised Users identified in Section C of the Application Form (or using such other form(s) that we may provide to you from time to time for a similar purpose) as your agents. You represent and warrant that each of your Authorised Users have your express authority to use eFX Dealing and to enter eFX Dealing Transactions on your behalf. You repeat this representation and warranty on each date that an Authorised User enters into an eFX Dealing Transaction on your behalf.
- 5.15 You must promptly notify NAB in writing if any of your Authorised Users cease to have your express authority to act on your behalf in that capacity.
- 5.16 Unless you provide NAB with timely prior written notice not to act on a Transaction Instruction issued by your Authorised User, you agree to be bound to any Transaction Instruction purporting to be from an Authorised User (whether or not it is in fact from an Authorised User and whether or not it is performed within the scope of the Authorised User's authority). You acknowledge and agree that NAB is entitled to rely

and act on such Transaction Instruction (other than an Authorised User whose authorisation has been revoked in accordance with clause 5.15 and we have failed to reasonably give effect to the revocation) and is not obliged to take any additional actions or undertake further investigation on its part prior to doing so.

- 5.17 eFX Dealing may be accessed from 7:00am Monday (Australian Eastern Standard Time) until 5:00pm Friday (New York Time). NAB may in its discretion (acting reasonably) change these access times from time to time.
- 5.18 eFX Dealing will provide you with written trade acknowledgement of successful receipt of a Transaction Instruction.
- 5.19 We will provide you with a written trade confirmation relating to the Transaction you enter into under the applicable Master Agreement.

## 6. Fees and charges

- 6.1 You will pay to NAB promptly on demand the fees and charges (if any) for your application and ongoing use of eFX Dealing that NAB sets and notifies you from time to time (acting reasonably), including NAB's standard support and training fees (if any) for support and training services provided on request by NAB to you, subject to our approval, in relation to eFX Dealing.
- 6.2 If NAB reasonably decides that it is liable to pay goods and services or similar tax in Australia (GST) on a supply made in connection with eFX Dealing, then you agree to pay NAB on demand an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 7. Transaction limits

- 7.1 You may enter into eFX Dealing Transactions subject to Set Limits that NAB reasonably applies to you on an uncommitted and unadvised basis from time to time. NAB may increase or decrease the Set Limits at its discretion (acting reasonably) from time to time without notifying you.
- 7.2 NAB may, acting reasonably, refuse to accept a Transaction Instruction from you or an Authorised User if by entering into the eFX Dealing Transaction will result in the Nominated Limit of the relevant Authorised User, and/or your Set Limit, being exceeded.
- 7.3 NAB is not obliged to act on any Transaction 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 where NAB considers (acting reasonably and having regard to its legitimate business interests and policy framework) that proceeding with the Transaction Instruction could expose you or NAB to a material loss or risk.
- 7.4 You will obtain and maintain all necessary governmental approvals and comply in all material respects with all relevant requirements (including those relating to taxation and exchange control), as may be necessary from time to time in relation to any Transaction Instruction.

## 8. Liability

- 8.1 State, Territory and Federal legislation implies certain non-excludable warranties into contracts for the supply of goods or services to a consumer ("**Statutory Warranties**").

If any Statutory Warranties are implied into the eFX Terms and Conditions for the supply of eFX Dealing to you, and there is a breach by NAB of those warranties, then to the extent NAB is permitted to do so, NAB limits that liability to:

- (a) the supplying of eFX Dealing again; or
- (b) the payment of the cost of having eFX Dealing supplied again.

NAB's liability to you will not be limited in this manner if it is not fair or reasonable for NAB to rely on the limitation set out in this clause.

- 8.2 NAB is not liable to you, your Authorised User or any other person for any loss or damage which is not a foreseeable result of a claimed breach which may arise in connection with your, or your Authorised User's, use of eFX Dealing, except to the extent NAB's fraud, negligence or wilful misconduct (or the fraud, negligence or wilful misconduct of NAB's officers, employees, contractors, agents or appointed receivers) contributed to the relevant loss or damage.
- 8.3 You agree to undertake reasonably appropriate action to mitigate any loss or damage and to comply with any reasonable requests which NAB may make to mitigate such loss or damage.
- 8.4 NAB will not be responsible and excludes all liability for loss or damage (including any indirect or consequential loss or damage) that you may suffer or incur (whether directly or indirectly) by reason of or in connection with your use of eFX Dealing in circumstances where there is no fraud, negligence or wilful misconduct by NAB, its officers, contractors, agents, employees or appointed receivers. Without limiting the generality of the foregoing, liability is excluded for any loss or damage that you may suffer or incur (whether directly or indirectly) by reason of or in connection with:
  - (a) the provision, availability, accuracy, completeness or currency of any Dealing Information;
  - (b) (any internal or external use which you, your Authorised User, or anyone else may make of any Dealing Information;
  - (c) the loss, alteration or disclosure of any Transaction Instruction or other communication or information transmitted by you or your Authorised User in relation to eFX Dealing;
  - (d) any error or omission contained in a Transaction Instruction that you or your Authorised User make;
  - (e) any delays in complying with a Transaction Instruction;

- (f) NAB's acting on Transaction Instructions which are the result of forgery, fraud or error by you, your Authorised User, or your Personnel or are given in excess of the authority of your Personnel issuing the same;
- (g) NAB's election not to accept a Transaction Instruction in the manner contemplated under clause 7.2 or clause 7.3 above;
- (h) any inability on your part, or your Authorised User, to access eFX Dealing or where access to eFX Dealing is suspended, terminated or otherwise unavailable for any reason;
- (i) advice, help, suggestions, recommendations or statements made by any person employed by, contracted to, or connected in any way with NAB (including, but not limited to, members of NAB's Help Desk); or
- (j) any other matter in respect of which liability is excluded under these eFX Terms and Conditions.

8.5 You agree to indemnify us, and to keep us fully indemnified, against any liability, loss or damage that we suffer or incur howsoever arising and by whomsoever caused, whether arising directly or indirectly from your, or your Authorised User's, use or operation of eFX Dealing except to the extent our fraud, negligence or wilful misconduct (or the fraud, negligence or misconduct of our officers, employees, contractors, agents or appointed receivers) contributed to the relevant loss, damage or Costs being incurred. You agree to pay us the amount of the indemnity promptly on our demand.

## 9. Termination

- 9.1 We may, acting reasonably and in accordance with our legitimate business interests having regard to clause 14, suspend or terminate your use of eFX Dealing in whole or in part at any time with immediate effect. We will usually give you 30 days' notice if we terminate your use, but we may give you shorter notice or no prior notice at all where reasonably necessary to manage a material and immediate risk, including to protect the security of eFX Dealing. If we suspend your use of eFX Dealing in whole or in part we can maintain the suspension for so long as is reasonably required to resolve or manage a risk to us.
- 9.2 You may terminate your use of eFX Dealing by written notice of termination to NAB. Such termination:
  - (a) notwithstanding clause 12 below, will not be effective unless NAB actually receives your notice of termination;
  - (b) will take effect by 5.00pm Melbourne time on the Business Day after the day on which NAB actually receives your notice of termination ("**Termination Date**"); and
  - (c) will not affect any obligations incurred by you, or your Authorised User's on your behalf, prior to and on the Termination Date.

- 9.3 All moneys due and owing (if any) to NAB in connection with eFX Dealing, if not already due and payable, will immediately become due and payable on the Termination Date.
- 9.4 Upon termination, you and your Authorised User must immediately cease using eFX Dealing. You must return all materials including the User Guide that you may have received from NAB relating to eFX Dealing and remove all copies of such materials from your personal computers or local area network on which they are stored.

## 10. Variations

- 10.1 NAB may, acting reasonably and in accordance with its legitimate business interests having regard to clause 14, vary or add to the eFX Terms and Conditions and change or add fees and charges at any time. We will make any changes in accordance with any applicable legislation and industry codes. If you do not accept any changes that NAB makes, you may terminate the eFX Terms and Conditions in accordance with clause 9 above. We will not charge you a fee to terminate the eFX Terms and Conditions, but you will need to pay any moneys due and owing to NAB in connection with your use of eFX Dealing, including under the applicable Master Agreement, up to the date of termination.
- 10.2 If NAB believes a change is unfavourable to you, NAB usually gives the notice specified below, but acting reasonably may give less notice or no notice if this is in accordance with law and industry codes. Unless otherwise specified in this document or agreed separately between you and NAB, you agree to receive notice of changes from NAB as follows:
  - (a) notice of changes which increase a fee or charge or introduce a new fee or charge will be given in writing or electronically at least thirty (30) days before the changes take effect; and
  - (b) notice of any other changes to the eFX Terms and Conditions will be given in writing or electronically at least thirty (30) days before the changes take effect.
- 10.3 NAB has the right at any time, acting reasonably and in accordance with its legitimate business interests having regard to clause 14, to change, cancel or suspend any of the services that comprise eFX Dealing or to limit your use of eFX Dealing to particular services. NAB may give notice prior to doing this but may not be able to do so in all cases, for example where NAB is acting urgently in response to a risk.
- 10.4 NAB may, acting reasonably, alter the form and content of the Dealing Information, without notice to you, from time to time.

## 11. Other applicable terms and conditions

11.1 **Inconsistency.** You must read the User Guide in conjunction with these eFX Terms and Conditions, because it forms part of the eFX Terms and Conditions. In the event of any inconsistency between the User Guide and the eFX Terms and Conditions, these eFX Terms and Conditions shall prevail.

### 11.2 Banking Code of Practice

- (a) NAB has adopted the Banking Code of Practice and relevant portions of the Code applies to NAB's relationship with you if you are an individual or a "small business" referred to in the Banking Code.
- (b) You can obtain from NAB upon request:
  - (i) information on NAB's current rates and standard fees and charges relating to eFX Dealing, if any;
  - (ii) general descriptive information concerning NAB's banking services (including for accounts with cheque access, general descriptive information about cheques, account opening procedures, bank cheques, NAB's confidentiality obligations and complaint handling procedures) and concerning the importance of reading the terms and conditions for each banking service NAB provides to you and informing NAB promptly when you are in financial difficulty;
  - (iii) general descriptive information about the identification requirements of the *Anti-Money Laundering & Counter Terrorism Financing Act 2006* (Cth) and the options available to you under the tax file number legislation; and
  - (iv) a copy of the Banking Code.
- (c) To find out more about the Banking Code, visit [nab.com.au](http://nab.com.au) and look up "Banking Code".

### 11.3 Complaint Investigation and Resolution Procedure.

- (a) For information about resolving problems or disputes in relation to these eFX Terms and Conditions, please contact NAB on 1800 152 015, or go to: <https://www.nab.com.au/contact-us/feedback>
- (b) For more details about NAB's internal dispute resolution procedure, please obtain *Our Complaints Resolution* brochure from your nearest NAB branch or call **13 22 65**.
- (c) 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 (AFCA) if you are an individual or small business customer covered by AFCA.
- (d) You can contact AFCA as follows:  
Australian Financial Complaints Authority  
Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [afca.org.au](http://afca.org.au)  
Write to: Australian Financial Complaints Authority  
GPO Box 3, Melbourne, VIC 3001

### 11.4 Privacy and Disclosure

- (a) You agree that NAB may use or disclose any information about you, or your use of eFX Dealing to any other bank or regulatory authority for any purpose which we consider is reasonably necessary and appropriate in connection with your use of eFX Dealing and as otherwise required by law. You agree to provide any information reasonably required by NAB to enable the continued provision of eFX Dealing to you and to enable NAB to meet its regulatory obligations (including anti-money laundering legislation) and internal policies.
- (b) NAB will collect, use and handle personal information
  - (i) for purposes related to providing, administering, protecting and improving eFX Dealing (including as described in clause 11.4(c) below), (ii) for other purposes described in our privacy policy (available on our website or by request) and (iii) for other purposes that are otherwise required or permitted by law. NAB takes appropriate and reasonable measures to protect personal information it holds from unauthorised access, use, modification or disclosure.
- (c) Personal information you provide in connection with eFX Dealing may be used and disclosed in order for NAB to monitor compliance with the eFX Terms and Conditions and to ensure that NAB complies with its regulatory obligations and internal policies including those related to the detection and prevention of money laundering, fraud and other criminal activity. Before you provide us with personal information about any other person you should notify them of the intended disclosure to NAB and the purposes for which NAB may use their personal information (as set out above in this clause 11.4 and in our privacy policy, available on our website or by request).

## 12. Notices

12.1 A notice given by NAB to you is duly given if:

- (a) it is in writing: - signed by an authorised officer of NAB and left at the address of the first-named party in the Application Form (as amended by any approved Additions/Amendments Request Form) to receive such notices, or sent by prepaid ordinary post (airmail if posted in or from a place outside Australia) to that party's postal address; or
- (b) by email: - to the email address most recently notified by you to NAB in writing.

12.2 A notice given by you to NAB is duly given if:

- (a) in writing: - signed by you and left at NAB's address or sent by prepaid ordinary post (airmail if posted in or from a place outside Australia) to NAB's address set out in clause 12.4 below, or
- (b) by email: - to the email address set out in clause 12.4 below.

- 12.3 A notice in respect of the eFX Terms and Conditions will be deemed effective if:
- (a) in writing and delivered in person or by courier, on the date that it is delivered;
  - (b) sent by certified or registered mail (airmail, if overseas), on the date it is delivered; or
  - (c) sent by email, on the date that it is delivered, but if the date of that delivery is not a Business Day then it will be deemed to have been given and effective on the first following day that is a Business Day.
- 12.4 If you want to get in touch with NAB for matters relating to eFX Dealing, you may do so by:
- (a) Post:  
The System Manager eFX Dealing  
Australian Markets Division  
Level 14, 395 Bourke Street  
Melbourne Victoria 3000
  - (b) Telephone: 1300 960 355  
NAB Helpdesk: 1800 287 930
  - (c) Email: FX.Direct.team@nab.com.au

## 13. General

- 13.1 **Governing Law.** These eFX Terms and Conditions shall be governed by and interpreted according to the laws in force in the State of Victoria. Any court cases involving these eFX Terms and Conditions can be held in the courts of any state or territory of Australia with jurisdiction to consider matters related to these eFX Terms and Conditions. You and we submit to the non-exclusive jurisdiction of the courts of that place. If the laws of the State or Territory where you are resident (or if you are not an individual, where your business is located) include mandatory protections that are available to you (including because you are a small business or an individual), then this clause does not operate to exclude those protections.
- 13.2 **Severability.** A part, or all, of any clause of this document that is illegal or unenforceable and does not go to the essence of this document is severable and does not affect the continued operation of the remaining provisions of this document.

## 14. Protections where this document is a Small Business Contract

- 14.1 This clause applies if this document is a Small Business Contract.
- 14.2 When NAB exercises a right or discretion under these eFX Terms and Conditions (like considering a request you make or deciding whether or not to do something), NAB will do it in a way that is fair and reasonable. This includes:
- (a) when NAB make changes to terms of these eFX Terms and Conditions;
  - (b) if NAB rejects, delays, imposes limits on or restricts access under these eFX Terms and Conditions;
  - (c) if NAB refuses Transaction Instructions; or
  - (d) when NAB changes its fees or charges.
- 14.3 NAB can take a range of things into account when exercising rights and discretions. These can include:
- (a) NAB's legal obligations and any applicable law, industry codes and the expectations of NAB's regulators;
  - (b) protecting NAB's customers, staff and systems, and the personal information NAB holds;
  - (c) what you have told NAB about yourself and how you will use NAB's products and services (including if it's misleading, incorrect or you haven't provided NAB with all of the information NAB reasonably needs when asked);
  - (d) how NAB's products and services are intended to be used (and how you have used them);
  - (e) NAB's public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
  - (f) community expectations and any adverse impact on NAB's reputation;
  - (g) whether NAB needs to take any action to protect you or another person from a potential fraud or scam; and
  - (h) risk management, including sanctions risk management.
- 14.4 If NAB imposes any conditions or requirements to any consent NAB gives, or agrees to any request that you make subject to conditions, then you'll need to comply with those conditions or requirements.
- 14.5 If NAB does not make a decision or do something straightaway, NAB may still do so later on. This includes where NAB delays or defers doing so, or NAB temporarily waives a requirement.
- 14.6 NAB's rights and remedies under these eFX Terms and Conditions are in addition to other rights and remedies given by law independently of this document.
- 14.7 NAB's rights and remedies may be carried out by any officer or employee of NAB, or any person NAB has authorised.



14.8 NAB is not liable for any loss or damage:

- (a) caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy where:
  - (i) there's no breach of a legal duty of care owed to you by NAB, or by any of NAB's employees or agents;
  - (ii) if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or
  - (iii) NAB reasonably exercises the discretion, including because of one or more of the factors set out at clause 14.2; or
- (b) that results from a breach by you of any term of this document,  
except to the extent such loss or damage is caused by NAB's fraud, negligence or wilful misconduct.

14.9 Where these eFX Terms and Conditions refers to NAB's fraud, negligence or wilful misconduct, then for the removal of doubt, that clause will be taken to include a reference to the fraud, negligence and wilful misconduct of NAB's officers, employees, contractors, agents and appointed receivers.

For more information call

**13 13 12**

8am – 8pm AEST Monday to Friday  
9am – 6pm AEST Saturday to Sunday  
or visit us at [nab.com.au](https://nab.com.au)



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