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Personal Transaction And Savings Products (Off-Sale)

Terms and Conditions

Effective 1 December 2023

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Summary of Important Information

Customer Service

You can contact us by:

- calling **13 22 65** and selecting the option to speak to a Customer Service Representative;
- visiting our website **nab.com.au**;
- writing to us at Level 28, 395 Bourke St, Melbourne, Victoria, 3000; or
- hearing impaired customers with telephone typewriters can contact us via the National Relay Service on **13 36 77**.

Lost/Stolen Cards/Compromised Personal Identification Numbers (PINs)

If your card and/or card details are lost or stolen and/or your PIN is compromised or divulged you must immediately notify NAB and provide any information about how the loss/incident occurred by calling one of the following numbers, or using any other means NAB makes available to you.

Within Australia

- Freecall 1800 033 103 (24 hours a day – toll free)

If overseas

- International code +613 8641 9121

In addition to the above number, NAB Visa Debit cardholders can also call +1 303 967 1090 (call reverse charges 24 hours a day).

Unauthorised transactions

If you believe there has been an unauthorised transaction on your account, please notify NAB by calling **13 22 65** and selecting the option to speak to a Customer Service Representative.

NAB PIN

You may change your PIN as frequently as you wish. You can do this at selected NAB Automatic Teller Machines ('ATMs'), or for NAB Visa Debit cards by logging into NAB Internet Banking or the latest version of the NAB app. Refer to clause 34.5 of Part D of this booklet for further guidance on PIN selection. For a complete list of ATM locations, please contact NAB by:

- visiting **nab.com.au**; or
- calling **13 22 65** and selecting the option to speak to a Customer Service Representative.

ATM emergency

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

- calling **13 22 65** and selecting the option to speak to a Customer Service Representative; or
- calling freecall 1800 036 066 after hours.

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

Financial Claims Scheme

The Financial Claims Scheme provides a guarantee of funds deposited with an authorised deposit taking institution (ADI) such as NAB. In the event that an ADI becomes insolvent, customers may be eligible to claim the amount of their deposits with that ADI from the Scheme. Payments under the Scheme are subject to a limit for each depositor. For more information regarding the Scheme, visit the Financial Claims Scheme website at <http://www.fcs.gov.au>

About this Booklet

This booklet contains:

- In Parts A and B, the terms and conditions for NAB Gold Banking, NAB Gold Banking – Choice, NAB Gold Banking – Private, NAB Passbook Account and NAB Retirement Passbook Account
- In Part C, the account related fees and charges applicable to the NAB Off-sale Personal Transaction accounts disclosed in this booklet
- In part D the terms and conditions applicable to NAB Visa Debit Cards.
- In Parts E and F, the terms and conditions for:
 - NAB Electronic Banking (Debit cards); and
 - NAB Internet Banking and NAB Telephone Banking
- In Part G, the terms and conditions for PayID, Osko and New Payments Platform
- In Part H, the terms and conditions for PayTo Agreements;

Together with the following:

- A Guide to Fees and Charges – Personal Banking Fees; and
- NAB’s indicator rates for deposits products are set out in NAB’s flyer ‘Indicator Rates – Deposit Products’ and in the page ‘Indicator Rates – Deposit Products’ at our website at **nab.com.au**

Unacceptable account conduct with NAB’s personal transaction and savings accounts and electronic banking services policy

NAB seeks to protect its customers from harm arising from unlawful use of, or financial abuse conducted through, NAB’s personal transaction and savings accounts and NAB’s electronic banking channels. NAB recognises financial abuse may happen to anyone and can include forms of family and domestic violence or elder abuse.

NAB will investigate instances where it identifies or is made aware that an account or an electronic banking service is being used in a financially abusive manner, including:

- coercive or controlling behaviour to limit a person’s access to or use of funds;
- making profane, derogatory, discriminatory or harassing comments to any person;
- making or promoting threatening or abusive language to any person;
- making or threatening physical or psychological harm to any person.

We may reasonably exercise one or more of our rights in these terms and conditions to suspend, cancel or deny an account holder’s access or use of the account, card or an electronic banking service if we reasonably consider it appropriate to protect a customer or another person from financial abuse.

If you are concerned about your banking safety call our NAB Customer Support Hub on **1300 308 175** or refer to our website at **nab.com.au**

Things you should know

These terms and conditions govern the operation of NAB’s personal off-sale transaction accounts (listed in the Product Comparison Table) including use of an eligible account with NAB’s Visa Debit card and accessing NAB’s Electronic Banking (Debit cards) service and NAB Internet Banking and NAB Telephone Banking service.

It is important that you read and understand the terms and conditions set out in this booklet that apply to your account, card or service. They set out a number of obligations which you need to be aware of including, for example, under clause 6.3 you must promptly check your account statements and report to NAB any transactions recorded which you suspect you did not authorise or the details of which may be incorrect. Also to note is that under clause 9 if you overdraw an account or are overdue in making a payment to NAB, we may elect to use any of your available credit funds to correct the position and then inform you that we have done so.

This booklet, the fees guide and indicator rates flyer are available from NAB at any time. If you have not already received copies of each item please contact NAB. You can also get information about our indicator rates for deposit products in the page headed 'Indicator Rates – Deposit Products' set out in our website at **nab.com.au**

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

National Australia Bank Limited ABN **12 004 044 937**, Australian Financial Services Licence **230686** is the issuer of each financial product included in this booklet.

Tax File Number Options

Interest earned on a NAB Personal Transaction or Savings account may form part of your assessable income.

NAB is authorised to collect your Tax File Number (TFN) under the Income Tax Assessment Act 1936. NAB will use your TFN to report details of interest earned on your Personal Transaction and Savings account to the Australian Taxation Office. It is not compulsory to provide your TFN and it is not an offence if you decline to do so.

If you do not provide your Tax File Number (TFN), Australian Business Number (ABN) or advise that you are eligible for an exemption from providing a TFN or ABN, NAB may be obliged to deduct Pay as You Go Withholding Tax at the maximum marginal tax rate (plus the Medicare levy) from any interest income you earn on your NAB Personal Transaction or Savings account. If you are a non-resident of Australia, NAB may also be obliged to deduct Pay as You Go Withholding Tax.

Meaning of words

Words defined throughout this booklet have the meaning set out in the Definitions and Interpretation section towards the end of this booklet.

Product Comparison Table – Features and Benefits

This table is a summary of key features and benefits of NAB Personal Transaction accounts listed in this booklet. Additional information about the features and benefits is set out in the terms and conditions in each Part of this booklet.

Key Information	NAB Gold Banking, NAB Gold Banking – Choice & NAB Gold Banking – Private	NAB Passbook Account	NAB Retirement Passbook Account
Account Access			
At call	✓	✓	✓
ATM	✓	✓	✓
EFTPOS	✓	✓	✓
Visa Debit	✓	✓	✓
Internet Banking	✓	✓ ¹	✓ ¹
Telephone Banking	✓	✓ ¹	✓ ¹
Periodical Payments	✓	✓	✓
Direct Debit (Refer to Part A clause 6.2)	✓	✓	✓
Cheque Book Option (Refer to Part A clause 1.7)	X	X	X
NPP Payments	✓	✓	✓
PayTo Agreements ³	✓	X	X
Returns			
Interest Calculated	Daily	Daily	Daily
Paid	Quarterly	Quarterly	Quarterly
Fee Structure	Refer to Part C of this booklet		
Account Features			
Minimum account balance	X	X	X
Eligibility criteria	X	X	✓
Statements	✓ ⁵	✓ ⁶	✓ ⁶
Passbook	X	✓	✓
Link to NAB 100% Offset Arrangement (Refer to Part A clause 5)	✓	X	X
Link to overdraft facility	✓	X	X
For further information refer to Part A Account terms and conditions clause No:	1	1	1
NAB Visa Debit card ⁴	✓	✓	✓
NAB Debit card ²	✓	✓	✓
Link to NAB Personal Credit Card	✓	✓	✓
Create PayID	✓	✓	✓

1. Limited use: balance enquiry, transaction history and deposit transactions only.

2. Refer to Part A clause 2.3 for information about use of a NAB Debit card overseas.

3. PayTo Agreements are expected to be available early 2023. Refer Part H.

4. Refer to Part D - NAB Visa Debit card terms and conditions

5. In addition to paper statements, online statements are available to customers with NAB Internet Banking who have provided relevant electronic contact details.

6. Paper and online statements only available where there is a linked Visa Debit Card.

Part A Account Terms and Conditions

1 Transaction accounts

The following terms and conditions (in addition to those terms and conditions in Part B of this booklet) apply to the accounts listed below, unless specific terms and conditions apply to your account.

NAB Gold Banking, NAB Gold Banking – Choice, NAB Gold Banking - Private, NAB Passbook Account and NAB Retirement Passbook Account

How will the accounts work?

- 1.1 You may deposit any amount and you may withdraw up to the available credit funds from your account, or if your account has an overdraft facility, up to the approved overdraft limit.
- 1.2 NAB may refuse to process a withdrawal if your account has no overdraft facility and has insufficient credit funds available to satisfy the withdrawal.
- 1.3 Proceeds of any cheque or other item deposited in your account will usually not be available until the cheque or other item is cleared. If we make the proceeds of a cheque or other item available prior to the cheque or other item being cleared and the cheque or other item subsequently fails to clear, we will debit the corresponding amount from your account and will show any debits in your account statement. This may result in your account being overdrawn. In this situation, you may be charged default interest in accordance with clause 4.
- 1.4 There is no minimum account balance which must be maintained.
- 1.5 You may withdraw from your account at any of NAB's branches, subject to you providing suitable identification. You may arrange to access your account through NAB Internet Banking and NAB Telephone Banking or similar electronic service provided by NAB. Such access will be governed by NAB's standard terms and conditions for the service.
- 1.6 NAB Passbook and NAB Retirement Passbook accountholders will be provided with a passbook as a record of the transactions on the account. Unless a NAB Visa Debit card is linked to your account, passbooks must be presented at a NAB branch to make a withdrawal or to enable the recording of other entries such as deposits, interest, pension or salary payments.
- 1.7 NAB may upon request provide a replacement cheque book to you if you have previously accessed your account with a cheque book. Cheque book access is only available if you have an existing cheque book.
- 1.8 If you specifically apply for, and NAB agrees to give you, an overdraft facility with your account, the overdraft facility will be subject to NAB's standard terms and conditions for the facility which will be provided to you at the time. Additionally, NAB may, at its discretion, allow you to overdraw your account:
 - if you do not have an approved overdraft limit, to any amount permitted by NAB from time to time; or
 - if you do have an approved overdraft limit, to any amount permitted by NAB from time to time, beyond the amount of that limit.
 - In both these situations, you may be charged default interest in accordance with clause 4.

When will I receive statements?

- 1.9 NAB will generally send you statements of account at least six monthly, unless you request otherwise.
- However, if a NAB Visa Debit card is linked to your account, a statement will be sent to you bi-monthly (or monthly if linked to a NAB Passbook or NAB Retirement Passbook account), unless you request otherwise.
- 1.10 Unless a NAB Visa Debit card is linked to your account statements are not available for NAB Passbook or NAB Retirement Passbook accounts.
- 1.11 Statements of account will be sent to you by post, electronically or in any other way permitted by law or otherwise agreed.
- 1.12 Notwithstanding the above, we may choose not to send you a statement of account where the law does not require us to send it to you.
- 1.12A Amounts on your statement of account will be expressed in Australian dollars.

2 Account features – terms and conditions

The following terms and conditions also apply to the accounts referred to in this Part A, unless specific terms and conditions apply to your account.

What interest will I receive?

- 2.1 Interest is calculated and paid in accordance with the terms and conditions set out in clause 3 of this booklet.

What electronic access options are available?

- 2.2 For information on the electronic access options available refer to the Product Comparison Table.

What fees are applicable to these accounts?

- 2.3 NAB may debit your account with account fees and other standard service fees, the amount and nature of which are detailed in Part C of this booklet (account fees) and in NAB's brochure 'A Guide to Fees and Charges – Personal Banking Fees' (service fees) which is available from NAB at any time.
- When a NAB Visa Debit card is used to make international transactions, the way amounts are converted and the way the International Transaction Fee is charged are described in Part D, clause 23.
- If a NAB Debit card is used at an overseas ATM (Automatic Teller Machine), to make a withdrawal the way amounts are converted and the way the International Transaction Fee is charged are described in Part D, clause 23 as if that clause applied to the NAB Debit card.
- 2.4 NAB may debit your account with government charges, duties and taxes relating to your account. For further information refer to NAB's brochure 'A Guide to Fees and Charges – Personal Banking Fees', available from NAB at any time.

Who is eligible for NAB Retirement Passbook Account?

- 2.5 You must be:
- aged 55 or over and retired; or
 - receiving a Department of Social Security/Veterans' Affairs pension or allowance which is subject to deeming.

In the case of joint accounts, at least one account holder must satisfy the eligibility criteria.

3 Calculation and payment of Interest

- 3.1 Where interest is payable by NAB, it is calculated on the daily credit balance of your account, as at the end of each day (AEST/AEDT) up to and including the day before the last banking day of each March, June, September and December. If applicable NAB will credit the interest to your account the next banking day. Excluded from the daily credit balance of your account (where applicable) are any outstanding authorisations which are not posted to your NAB Visa Debit account as at the end of each day.
- 3.2 When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (eg. NPP Payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day. So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.
- 3.3 Different rates may apply to different levels of your account balance (rates may also fluctuate). These levels of account balance and the rates applicable to them are notified to you at the time you open your account. Rates are detailed in NAB's flyer 'Indicator Rates – For Deposit Products' in the page headed 'Indicator Rates – Deposit Products' set out at nab.com.au This rate information forms part of these terms and conditions. For NAB Retirement Passbook Account a separate rate may be applicable to each tier of the credit balance of your account (for which rates may fluctuate).

4 Overdrawn accounts

- 4.1 If your account is overdrawn without an approved overdraft limit (or beyond the amount of any approved overdraft limit), you must put the account in credit (or within the amount of the limit) within seven days. We will send you an account statement within 20 days showing your account is overdrawn and the overdraw has not been rectified.
- 4.1A You must monitor your account to ensure that it does not become overdrawn. You can check your balance at any time at nab.com.au or by using telephone banking. We may, in our absolute discretion, authorise a transaction that overdraws your account. If you do not rectify an overdrawn account within seven days, and the overdrawn account persists for 60 or more days, we may report that to a credit reporting body in accordance with the Privacy Act 1988. This may affect your ability to obtain credit in the future.
- 4.2 You will pay NAB interest at the default rate applicable to personal accounts on the overdrawn amount and for the period of time your account remains overdrawn. The default rate is set out in NAB's flyer 'Indicator Rates – Deposit Products' and in the page headed 'Indicator Rates – Deposit Products' set out at nab.com.au You will be notified of any change to the default rate. It is also available from NAB.
- 4.3 Interest is calculated on the daily debit balance of your account as at the end of each day (up to and including the day before the last banking day of each month) and will be charged to your account on the last banking day of each month.

When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (eg. NPP Payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day. So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.

5 NAB Offset arrangements

NAB Gold Banking, NAB Gold Banking – Choice and NAB Gold Banking – Private

Am I eligible, and if so, how do I apply?

- 5.1 You may apply to NAB to participate in the NAB 100% Offset arrangement. NAB may accept or reject your application at its discretion (subject to any commitments NAB has already given to you to set up a NAB 100% Offset arrangement and any requirements of law).
- 5.2 Each offset arrangement is only available on certain deposit and loan accounts specified by NAB. Unless NAB otherwise agrees, only one loan and one deposit account can be linked to a NAB 100% Offset arrangement.
- 5.3 An offset arrangement may not link a loan account with a deposit account which includes a name or names other than the name(s) in which the loan account is held.
- 5.4 While you have an offset arrangement, the following provisions will apply to the calculation and payment of interest:
 - (a) in relation to any linked deposit account, clauses 5.5 to 5.10 in this document will apply except while this account has a debit balance;
 - (b) in relation to your linked loan account, if the terms and conditions of the credit contract applying to that loan account:
 - (i) contain terms relating to the calculation and payment of interest, then those terms will apply; or
 - (ii) do not contain terms relating to the calculation and payment of interest, then clauses 5.5 to 5.10 in this document will apply.

How will an offset arrangement change my deposit account?

- 5.5 While you have an offset arrangement, any linked deposit account will not earn any interest even if the credit balance of your account exceeds, or if there is more than one linked deposit account, the total credit balances of those accounts exceed, the unpaid balance of your linked loan account.
- 5.6 If you wish to vary the offset arrangement in any way or you wish to change from one offset arrangement to the other, you must make a fresh application to NAB to participate in an offset arrangement.
- 5.7 You or NAB may end the offset arrangement by giving seven days' notice to the other. NAB will consider its obligations under clause 11A before ending this offset arrangement. However, if you default under your linked loan account, NAB may end the offset arrangement immediately by giving you a notice to this effect.
- 5.8 It is your responsibility to monitor the credit balance of the linked deposit account, or if there is more than one linked deposit account, the total credit balances of those accounts, as against the unpaid balance of your linked loan account to achieve the best results for you under the offset arrangement.

How will NAB 100% Offset change my loan account?

- 5.9 The daily interest charges which would otherwise be payable on a day under your linked loan account will be calculated by deducting the credit balance of the linked deposit account from the unpaid balance of your linked loan account at the end of the day (AEST/AEDT) and then applying the daily rate (being the annual percentage rate divided by 365) to the result.

When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (e.g. NPP Payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day. So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.

- 5.10 If the credit balance of the linked deposit account exceeds the unpaid balance of your linked loan account at the end of a day, no interest will be charged under the loan for that day.

6 Payment facilities

6.1 Cheques

NAB no longer provides cheque book access to accounts. However, NAB facilitates ongoing cheque book access to accounts with an existing cheque book access. If you have cheque book access to an account, the following clauses 6.1.1 to 6.1.8 apply:

6.1.1 General provisions

- (a) Each cheque must be completed properly and with due care so as to avoid fraudulent alteration and in accordance with the signing authority you give NAB.
- (b) When a cheque is drawn on your account by any person, it will, when the cheque is handed to NAB:
 - (i) be deemed to be a request by you to NAB to withdraw funds from your account for the amount shown on the cheque; and
 - (ii) constitute an authority to pay those funds to the payee, endorsee, holder, bearer, depositor or presenter of the cheque or that person's bank.
- (c) If there are not enough 'cleared funds' in your account when the cheque is presented for payment, NAB may dishonour or pay the cheque at its discretion. This may result in your account being overdrawn. In this situation, you may be charged default interest in accordance with clause 4.
- (d) The person signing the cheque must:
 - (i) sign any alterations;
 - (ii) date the cheque with the date on which it was signed; and
 - (iii) complete the details.
- (e) You must notify NAB immediately on **13 22 65** if you have any cause whatsoever to suspect that a cheque drawn on your account has been forged or fraudulently altered in any way or has been drawn in whole or in part without authority from you. If you do not tell NAB about something that NAB asks for under this clause, this may mean that you are liable for any loss that you incur under clause 6.4.
- (f) You must take reasonable care and precautions to prevent unauthorised, stolen, forged or fraudulently altered or drawn cheques being presented to NAB.
- (g) You must keep cheque forms issued to you in a safe place and you must notify NAB immediately on **13 22 65** if they are lost, stolen or misused. If you do not, then subject to any applicable law, you do not have any right to make a claim against NAB in respect of such a matter (for example, a forged cheque).
- (h) You authorise NAB to pay a cheque drawn on your account, even though it is a stale cheque within the meaning of the Cheques Act 1986.

- (i) You authorise NAB to pay a post dated cheque drawn on your account at any time before the date of the cheque arrives.

6.1.2 Stopping payment on a cheque

- (a) You may stop payment on a cheque before it has been paid by providing the cheque details required by NAB. To stop payment, immediately notify NAB by:
 - (i) calling NAB on **13 22 65**; or
 - (ii) notifying any NAB branch either in person or by phone.
- (b) If you advise NAB by phone, your written confirmation may be required.
- (c) NAB may charge a fee for stopping payment on a cheque, the amount and nature of which are detailed in NAB's brochure 'A Guide to Fees and Charges – Personal Banking Fees'.

6.1.3 Dishonouring cheques

Your cheque may (at NAB's discretion) be returned unpaid or 'dishonoured' in certain circumstances, such as where:

- (a) there are not enough available funds in your account or your overdraft limit is not enough to cover the cheque;
- (b) there is some irregularity or omission with your cheque, for example your cheque is unsigned, is more than 15 months old, has a date that has not yet arrived or has been materially altered (eg. by a change for the amount originally stated on it) and you have not signed the alteration;
- (c) you have instructed NAB to stop payment of your cheque; or
- (d) NAB has received notice of your mental incapacity or of your death.

6.1.4 Crossing cheques

- (a) A cheque with two parallel lines across it, with or without the words 'not negotiable' written between them, is a crossed cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed. If NAB does cash the cheque, it may be liable for any loss suffered by the true owner.
- (b) A crossing may be added by you when you make a cheque or by any person who obtains possession of your cheque.

6.1.5 'Not Negotiable' cheques

The words 'not negotiable' between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

For example, your cheque might be stolen and then passed on by the thief to another person. That person might then obtain payment of the cheque. In this case, if the cheque was crossed and marked 'not negotiable', the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though the person who has obtained payment may not have done anything wrong.

6.1.6 'Account payee only' cheques

- (a) If you write the words 'account payee only' on a cheque, you are warning the bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.
- (b) The words 'account payee only' do not prevent the transfer of a cheque.

6.1.7 'Or bearer' or 'order' cheques

- (a) The words 'or bearer' (except where the cheque is crossed), mean that a bank may pay the cheque to whomever is in possession of the cheque, not only the person named on the cheque, even if that person found or stole it, unless NAB has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an 'order' cheque.
- (b) If the cheque is an 'order' cheque, then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:
 - (i) to the named payee; or
 - (ii) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

6.1.8 Unauthorised alteration of your cheques

- (a) When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to complete the cheque so as not to mislead NAB or make it easy for someone else to alter your cheque.
- (b) Ways to assist you to correctly complete a cheque are:
 - (i) do not leave gaps between the words or figures;
 - (ii) begin the amount in words as close as possible to the left hand side;
 - (iii) begin the amount in figures as close as possible to the dollar sign (\$);
 - (iv) never write a cheque in pencil or ink that can be rubbed out;
 - (v) never sign a cheque before it is used or filled out; and
 - (vi) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

6.1.9 When is a cheque 'cleared'?

- (a) You should allow a minimum of three banking days for a cheque that is deposited into your account to clear, after which time the funds are available to you.
- (b) Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account will be immediately credited with the proceeds of the cheque. This rule also applies to cheques made payable to 'cash'.
- (c) If a cheque you have deposited is dishonoured NAB will advise you. NAB will also reduce the balance of your account by the amount of the cheque already credited.

6.1.10 Special clearance

This paragraph has been removed.

6.1.11 Third Party cheques

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), NAB may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

6.1.12 Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable.

Bank cheques are usually requested because of the higher likelihood that they will be paid. However, bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by NAB customers and a fee is charged. A bank may dishonour a bank cheque if:

- (a) the bank cheque is forged or counterfeit;
- (b) the bank cheque has been fraudulently and materially altered;
- (c) a fraud or other crime has been committed;
- (d) the bank is told the bank cheque has been lost or stolen;
- (e) there is a court order restraining the bank from paying a bank cheque;
- (f) the bank has not received payment or value for the issue of the bank cheque; or
- (g) a bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque is lost or stolen, NAB will, on certain conditions, provide a replacement cheque for a fee.

6.2 Direct Debits

You may make regular payments to a third party (Debit User), by authorising the Debit User to debit your account with NAB. For eligible accounts refer to the Product Comparison Table.

6.2.1 General provisions

- (a) The Debit User will provide you with their direct debit request agreement. Only Debit Users approved by a financial institution can make these arrangements on your behalf.
- (b) The Debit User request may provide for the debiting of your account with any amount charged by the Debit User. You may, however, be able to limit the amount or ask that the charging be delayed until after the issuing of a billing advice to you. These arrangements are between you and the Debit User.

6.2.2 Disputed Debits

- (a) You must notify NAB as soon as possible if you suspect or believe that an amount debited to your account was unauthorised or otherwise irregular. Either visit your branch or call a Customer Service Representative on **13 22 65**.

NAB will promptly process your instruction.

- (b) If you lodge a written claim with NAB regarding a disputed amount, you should receive a response within seven banking days.
- (c) NAB suggests you also contact the Debit User. This may be especially helpful if you believe that an incorrect amount has been debited to your account.

6.2.3 Cancellation of direct debit authority

- (a) You may cancel your direct debit arrangements with a Debit User by calling NAB on **13 22 65** or visiting your branch and completing a cancellation request. If you advise NAB by phone, your written confirmation may also be required.

NAB will promptly process your instruction and stop further debits to your account. NAB will advise the Debit User of your request to cancel the authority. NAB suggests you also contact the Debit User. This may be especially helpful when resolving complaints about incorrect charges.

- (b) To arrange for a direct debit by the Debit User to be resumed on your account, you will need to contact the Debit User and you will also need to contact NAB and cancel the stop payment.

6.2.4 Non-payments

- (a) If there are insufficient cleared funds in your account to meet a direct debit payment, NAB may dishonour or pay the debit at its discretion. This may result in your account being overdrawn. In this situation, you may be charged default interest in accordance with clause 4.
- (b) NAB does not have to notify you if a debit is dishonoured or otherwise not made.

6.2.5 Multiple authorities

- (a) If you have more than one direct debit arrangement with a Debit User on your account and you cancel one arrangement, this will automatically stop all debits from your account by that Debit User.
- (b) To arrange for other direct debits to continue on your account, you will need to contact the Debit User. You will then need to contact NAB and cancel the stop payment to allow the Debit User to continue to debit your account.

6.3 You must check your statements

Without limiting any part of these terms and conditions, you must promptly review your statement of account to check for and tell NAB of any transaction recorded on your statement that you suspect for any reason you did not authorise or for which the information recorded is incorrect. In the period between your statements, if applicable, frequently check your current transaction history via NAB Internet Banking or NAB Telephone Banking. You can arrange to access your account through NAB Internet Banking if you are not already a user and NAB will register you, subject to NAB's standard terms and conditions for the service. Failure to promptly report unauthorised transactions may increase your liability.

6.4 NAB not liable for loss

Subject to clause 11A.7, NAB will not be liable for any loss that you incur:

- (a) if NAB refuses to allow payment of a cheque or direct debit in good faith in the ordinary course of business; or
- (b) if a stop payment request is given too late to enable payment to be stopped; or
- (c) if NAB suffers any loss as a result of acting on your instructions in relation to a cheque or direct debit (such as processing a request to cancel a direct debit arrangement or stopping payment on a cheque or direct debit); or
- (d) as a result of you breaching any obligation you have in this clause.

Where NAB pays funds or suffers any loss under this clause, you must pay or reimburse NAB. NAB will debit your account for the relevant amount. This may result in your account being overdrawn. In this situation, you may be charged default interest in accordance with clause 4.

6.5 PayID and Osko Payments

You can create a PayID and make and receive Osko Payments and other NPP Payments from certain account types. For eligible accounts, refer to the Product Comparison Table.

Part G sets out additional terms and conditions in relation to PayID, Osko and NPP Payments.

6.6 PayTo Agreements

You can establish PayTo Agreements to make NPP Payments to Merchants or Payment Initiators directly from eligible bank accounts. For eligible accounts, refer to the Product Comparison Table.

Part H sets out additional terms and conditions in relation to PayTo.

7 How is the operation of the account governed?

- 7.1 Each accountholder is authorised to operate the account alone unless an authority is provided to NAB which specifies who is authorised to operate the account and whether they may do so alone or jointly.
- 7.2 When an accountholder authorises a person under clause 7.1, that person is authorised to do all of the following things in connection with the account:
- (a) give instructions in relation to cheques, withdrawals, periodical payment/debit authorities and, where nominated by the accountholder, electronic NAB services;
 - (b) overdraw the account(s) to any extent permitted by NAB (NAB will treat casual overdrafts as applications for credit);
 - (c) place money on term deposit, purchase certificates of deposit and receive repayment and interest;
 - (d) sign, draw, make, accept, endorse, discount or make arrangements with NAB regarding bills of exchange, bank cheques, orders and other instruments;
 - (e) give instructions about or otherwise deal with documents conferring a right to or insuring goods;
 - (f) receive boxes, packets, deeds or documents;
 - (g) apply for encashment/negotiation facilities and letters of credit upon terms acceptable to NAB, including the giving and enforcing of security and relieving NAB from liability;
 - (h) enter into contracts with NAB for the sale or purchase of foreign currencies by NAB or NAB correspondents;
 - (i) provide guarantees indemnities or declarations protecting NAB in relation to (i) missing documents conferring a right to or insuring goods; (ii) guarantees or undertakings by NAB in its favour or on its behalf; (iii) letters of credit; (iv) repurchase by NAB of bank/international cheques and other instruments;
 - (j) create a PayID in relation to the account and provide instructions in relation to the maintenance of that PayID, including to transfer the PayID to another account and to lock or close the PayID.
- 7.3 NAB may delay, block or refuse to perform any transaction or otherwise elect not to follow any instructions in relation to the operation of your account. For example NAB may elect not to follow instructions if:
- (a) it is not satisfied that the person giving the instruction has authority (for example, if NAB is not satisfied that the signature on the instruction matches the specimen signature held);
 - (b) in its opinion, the instructions are not clear;
 - (c) NAB cannot authenticate or validate any information or documents relating to the account or service, a person who is authorised to transact on it, or the transaction;
 - (d) NAB is notified of a dispute between joint accountholders (in which case NAB may require all joint account holders or directors to sign any authority to operate this account); or

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(e) NAB believes on reasonable grounds that making, receiving or crediting any payment to your account will give rise to a dispute or relates to a dispute that NAB has been notified of, in relation to another account of which you are an accountholder or which you are or have been authorised to operate.

- 7.4 In respect of any authority provided to NAB under clause 7.1, NAB may, by giving notice, override the authority and require that all or specific future transactions must be authorised by all accountholders.
- 7.5 Any authority provided to NAB under clause 7.1 does not prevent NAB from complying with other valid accountholder instructions.
- 7.6 In relation to transactions to or from the account, you authorise NAB to disclose and collect information (including personal information) to and from other financial institutions, to the extent NAB considers this reasonably necessary.

8 What conditions apply to joint accounts?

- 8.1 If there are two or more of you, you will be treated as holding the account jointly and NAB may accept for credit to your account any cheque, payment order or bill of exchange that is not payable to all of you. This means that each accountholder has the right to all of the balance of the account, jointly with the other accountholders.
- 8.2 If any of you die, the account will be treated as the account of the survivor or survivors jointly.
- 8.3 Unless any of you request otherwise, NAB statements and notices (including notification of any variation to these terms and conditions) will be forwarded to the address of the first of you named on your account. You will all be deemed to have received any NAB statements and notices forwarded in accordance with the terms and conditions in this booklet.
- 8.4 A joint accountholder may only make a withdrawal on the terms of any authority to operate on the account. If NAB is notified of a dispute between joint accountholders, NAB may require all joint accountholders to sign any authority to operate the account.
- 8.5 The liability of accountholders under an account held in joint names is joint and several. This means each and all of the accountholders are liable for the whole of any debit balance on the account.

9 NAB's right to combine or set-off accounts

NAB can combine or set-off the balance of two or more of any type of accounts, credit facilities or other products held by the accountholder with NAB, even if they are held at different branches or in joint names. This may happen when one of the accountholder's accounts is overdrawn or is in debit and another is in credit. For example, the credit balance in one account can be used to repay the debit balance in another account. NAB will promptly inform you if it has exercised this right and NAB need not give you notice in advance. Further, subject to clause 11A, NAB may delay, block or refuse any withdrawal from any of your accounts with NAB while reviewing whether to exercise or arranging to exercise the set-off right in this clause, and subject to clause 11A.7, NAB will incur no liability to you if NAB does so, and NAB will promptly inform you if it has exercised this right and NAB need not give you notice in advance.

The accountholder does not have a right of combination or set-off unless NAB has agreed or it is otherwise required by law to do so. However, NAB is not required to combine or set-off accounts (including where there is a joint account). NAB will have regard to any dispute between joint accountholders or any circumstances of financial hardship of which it is aware when considering whether to combine or set-off accounts under this clause.

10 NAB's right to close accounts

NAB may close your account at any time at its discretion.

NAB will give you notice before closing your account, unless the account has a zero balance or is overdrawn at the time of closure or where it is reasonably necessary for us to act quickly without notice, for example, to manage a risk.

Where your account has a credit balance, before it is closed we will take reasonable steps to return the balance to you (unless we reasonably believe that we are unable to because of our regulatory or other legal obligations, for example, to comply with a court order). Alternatively, where the relevant statutory requirements have been met, we may transfer the balance to the Commonwealth Government as unclaimed money.

10A Mistaken internet payments, payments made in error and fraudulent payments

Where NAB believes on reasonable grounds that a payment made to your account may be a payment made in error, NAB may, without your consent, and subject to complying with any other applicable terms and conditions and laws, deduct from your account an amount equal to that payment made in error and return it to the understood source of origin or as directed by any applicable law, code or regulation. A payment made in error includes a fraudulent payment, a payment relating to a scam affecting you or any other person, an over payment, a duplicate payment or a payment error made by NAB. If NAB detects a payment made in error, NAB will notify you unless NAB is prohibited from doing so. If you receive a mistaken internet payment into your account NAB may be required to act in accordance with the ePayments Code. NAB's obligations under the ePayments Code are described in clause 51A.2 of Part F of this booklet in the paragraph "Our obligations if we are notified about a mistaken internet payment". Refer to clause 63.10 if the payment is an NPP Payment.

Part B General Matters - For all Accounts, Cards and Services in this Booklet

The following terms and conditions are in addition to the terms and conditions applying to all accounts covered in this booklet.

11 Banking Code of Practice

- 11.1 NAB has adopted the Banking Code of Practice and relevant provisions of the Code apply to the accounts and services included in this booklet, if you are an individual or a small business customer (as defined by the Code).
- 11.2 You can obtain from NAB upon request:
- (a) information on NAB's current interest rates and standard fees and charges relating to the accounts and services included in this booklet, if any;
 - (b) general descriptive information concerning NAB's banking services including:
 - (i) general descriptive information about cheques for accounts with cheque access;
 - (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 customer identification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;
 - (ii) the options available to you under the tax file number legislation; and
 - (d) a copy of the Banking Code of Practice.

11A NAB's commitment to be fair and when NAB may be liable

- 11A.1 When NAB exercises a right or discretion under this agreement (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 where NAB changes a term of this agreement or its fees and charges, exercises enforcement or set-off rights or incurs expenses that are payable by you.
- 11A.2 NAB can take a range of things into account when exercising its rights and discretions. These can include:
- (a) NAB's legal obligations, industry codes, payment scheme rules and regulator expectations;
 - (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 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.
- 11A.3 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.
- 11A.4 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.
- 11A.5 NAB's rights and remedies under this agreement are in addition to other rights and remedies given by law independently of this agreement.
- 11A.6 NAB's rights and remedies may be carried out by any officer or employee of NAB, or any person NAB has authorised.
- 11A.7 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 our 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 11A.2; or
 - (b) that results from a breach by you of any term of this agreement,
- except to the extent such loss or damage is caused by NAB's fraud, negligence or misconduct.

12 Notice provisions

NAB will give you notice of changes to the accounts included in this booklet as set out in the table opposite and you agree to receive notice in such ways.

12.1 Changes NAB may make

In addition to the other changes NAB may make to the terms and conditions in this booklet which are detailed in this booklet, NAB may change any other terms and conditions (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. If you do not accept any change we make, you can ask NAB to close your account. You will need to pay any outstanding balance in order to do this.

12.2 How does NAB notify you of changes?

NAB will give you notice of changes to the accounts, card and services included in this booklet as set out in the table below and you agree to receive notice in such ways. We may give you less notice or no notice if we believe on reasonable grounds that a change is unfavourable to you, if it is reasonable for us to give shorter notice to manage an immediate and material risk.

Type of Change	Method of Notification	Time Frame
Changes relating to Transaction Accounts in Part A		
Introduction of a fee or charge	In writing or electronically	At least 30 days before the change takes effect
Changes to government fees and charges	In writing, electronically or by media advertisement, unless the government publicises the change to fees and charges	At least 30 days before the change takes effect, or a shorter period if NAB gives notice with reasonable promptness after we are notified by the government.
Changes to fees and charges	In writing, electronically or by media advertisement	At least 30 days before the change takes effect
Changes to interest rates	By media advertisement	No later than the day the change takes effect
Changes to the calculation of interest	In writing or electronically	At least 30 days before the change takes effect
Any other changes to the terms and conditions in Part A & B	In writing or electronically	At least 30 days before the change takes effect
Changes relating to the use of your card or card details in Parts D and E		
Changes to the daily limit that can be withdrawn or transferred from your card	In writing or electronically	At least 30 days before the change takes effect
Changes to the time during which the daily limit applies to purchases and withdrawals of cash undertaken using a card or PIN	In writing or electronically	At least 30 days before the change takes effect
Changes to an increase in the accountholders liability for losses relating to EFT transactions	In writing or electronically	At least 30 days before the change takes effect
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)	In writing or electronically	At least 30 days before the change takes effect
Any other changes to NAB Visa Debit terms and conditions in Part D and NAB Electronic Banking (Debit cards) terms and conditions in Part E	In writing, electronically or by media advertisement.	No later than the day the change takes effect or as required under applicable laws and industry codes. However, if we believe on reasonable grounds that a change is unfavourable to you, NAB will give notice at least 30 days before the change takes effect.
General Notification Provisions		
Changes to government fees and charges	In writing, electronically or by media advertisement	As soon as practicable after, but no later than three months after the change takes effect.

12.3 Changes relating to the use of NAB Internet Banking and NAB Telephone Banking in Part F

Type of Change	Method of Notification	Time Frame
Any change to or imposition of a daily or other periodic transaction limit	In writing or electronically	At least 30 days before the change takes effect

Any change to the number and type of accounts on which a transaction may be made, or type of transactions that may be made	In writing or electronically	At least 30 days before the change takes effect
An increase in the accountholder's liability for losses relating to EFT transactions	In writing or electronically	At least 30 days before the change takes effect
Changes to fees and charges (including the introduction or increase of charges relating solely to the use of a NAB ID, authentication service or password or the issue of an additional or replacement NAB ID, authentication service or password)	In writing or electronically	At least 30 days before the change takes effect
Any other changes to the terms and conditions in Part F	In writing or electronically	At least 30 days before the change takes effect
In relation to changes to NAB Internet Banking and NAB Telephone Banking, to the extent permitted by any applicable legislation and industry codes, NAB reserves the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of NAB's systems or individual accounts.		
Changes relating to PayID, Osko or NPP in Part G or PayTo Agreements in Part H		
Any change to the terms and conditions in Part G or H	In writing or electronically	At least 30 days before the change takes effect.
General Notification Provisions		
Changes to government fees and charges	In writing, electronically or by media advertisement	As soon as practicable after, but no later than three months after the change takes effect.

12.4 How do you notify NAB of changes?

Type of Change	Method of Notification	Time Frame
Change of Address (including nominated electronic address)	In writing, in person at any NAB branch, via NAB Internet Banking or by calling us on 13 22 65	As soon as possible
Notices, certificates, consents, approvals and other communications in connection with these terms and conditions	Electronically using the service or in writing, in person at any NAB branch or by calling us on 13 22 65	As soon as possible

12.5 Electronic communication

- (a) To the extent permitted by law and subject to clause 12.6, notices, certificates, statements, consents, approvals and other communications in connection with the terms and conditions in this booklet from NAB may be given electronically:
- (i) by any electronic means, including by SMS, electronic mail to your nominated electronic address or push notification to any NAB app we may make available to you; or
 - (ii) by making it available at NAB's website; or
 - (iii) if you use an online banking service provided by NAB (eg. NAB Internet Banking or NAB Connect), by being made available through that service; or
 - (iv) by any other means we agree with you.
- (b) Where communications are made available through NAB's website or through a NAB online banking service, we will let you know the information is there by sending you an SMS or email to the contact details we have on file, or by push notification from any NAB app or any other agreed method.

12.6 You can choose to receive notices or statements in paper by giving NAB notice. Where your product or service is designed exclusively for electronic use, paper notices and statements are only available in limited circumstances.

12.7 **For the purposes of clause 12.5:**

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

12A Our discretion to delay, block, freeze or refuse transactions, a service or return funds and when we may be liable

12A.1 Without limiting any other rights or discretion which NAB may have you agree that NAB may:

- (a) delay, block, freeze or refuse to make or receive or credit any payment or payments (or any other transactions) using the services detailed in this booklet. (This includes any electronic payments, or payments at a NAB branch or agency, and any payments to or from your account instructed by a cardholder or any other person authorised by you); and/or
- (b) suspend or end access to or use of your account, including any linked cards, PINS, password, device, or through any service provided for in this booklet,

where taking any action under either or both of (a) or (b) above is reasonably necessary to prevent an anticipated breach of the law of Australia or of any other country, to prevent potentially fraudulent activity or a scam, to manage any risk or to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of the account or our banking services. NAB may exercise its rights under either or both (a) and (b), separately or concurrently and for as long as is reasonably necessary to manage any risks. Subject to clause 11A.7, NAB will incur no liability to you where NAB does so. NAB cannot detect and prevent all such transactions. NAB may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk) and sometimes we are not able to explain all of the circumstances to you. If we do not give you advance notice, and where it is reasonable to do so, we will advise you within a reasonable time of exercising our discretion under this clause.

12A.2 You declare and undertake to NAB that you do not have any reason to suspect that any payment NAB makes in accordance with any instructions you give NAB using the services detailed in this booklet will breach any law in Australia or any other country.

12A.3 You agree that you will provide any information that NAB reasonably requests connected with the account and any relevant transactions. NAB may continue any action under clause 12A.1 until it receives a satisfactory response. You acknowledge that if NAB is not satisfied with your responses

or you fail to respond in a timely manner then NAB may take this into account when deciding whether or not to close an account under clause 10.

12A.4 You agree that NAB may return or deal with funds without notice pursuant to clause 10A or to manage any risk (subject to clause 11A).

13 Complaints

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

NAB has available on request information about the procedures for lodging a complaint. For more details about our internal dispute resolution procedures please ask for our complaints resolution brochure.

If you subsequently feel that the issue has not been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

Telephone:	1800 931 678
Email:	info@afca.org.au
Website:	www.afca.org.au
Postal address:	GPO Box 3 Melbourne VIC 3001

14 Can NAB elect not to apply a fee or charge?

NAB, may at its discretion, waive any fee or charge to your account to which it is entitled. The failure by NAB to collect any fee or charge which applies to your account does not give rise to a waiver of that fee or charge in the future.

15 Governing law

The terms and conditions in this booklet and the transactions contemplated by these terms and conditions are governed by the law in force in Victoria. Any court cases involving these terms and conditions and the transactions contemplated by them can be held in the courts of any state or territory of Australia with jurisdiction to consider matters related to this document. You and NAB submit to the non-exclusive jurisdiction of the courts of that place. If the laws of the state or territory where you reside include mandatory protections that are available to you (including because you are an individual or small business), then this clause does not operate to exclude those protections.

Part C Account Fees and Charges

16 Account Fees and Charges

This section details the account fees and charges that apply to NAB's Off-sale Personal Transaction accounts. Service fees that could apply to these accounts can be found in NAB's booklet 'A Guide to Fees & Charges – Personal Banking Fees' which is available from NAB at any time.

Fee Table

NAB fee	NAB Gold Banking	NAB Gold Banking – Choice ¹	NAB Gold Banking – Private	NAB Passbook Account	NAB Retirement Passbook Account
Monthly Account Service Fee	\$10.00 ²	No fee ³	No fee	No fee	No fee
Deposit waiver (monthly threshold)	\$5,000	N/A	N/A	N/A	N/A
All deposits	✓	✓	✓	✓	✓
All NAB Internet Banking transactions	✓	✓	✓	✗	✗
All EFTPOS transactions	✓	✓	✓	✓	✓
All NAB Telephone Banking transactions	✓	✓	✓	✗	✗
All Visa Debit transactions	✓	✓	✓	✓	✓
All NAB ATM transactions	✓	✓	✓	✓	✓
Non-NAB ATM withdrawal or Balance Enquiry Fee*	\$0.00	\$0.00	\$0.00	✓	✓
Branch withdrawal	✓	✓	✓	✓	✓
Branch withdrawal at designated rural branches	✓	✓	✓	✓	✓
Cheque withdrawals	No fee	No fee	No fee	No fee	No fee

✓ Included in Monthly Account Service Fee.

1. This includes transaction accounts that form part of a NAB Choice Package.

2. The monthly account service fee is waived if cumulative deposits into a NAB Gold Banking account are greater than or equal to the monthly threshold of \$5000 calculated on the last banking day of a month. Deposits may include, but are not limited to: Salary, investment Income, share dividends or interest income. Deposits do not include the following: Refunds, reversals, proceeds from loan drawdown or settlement, insurance premium refunds or interest paid in advance. This is not an exhaustive list and NAB reserves the right to add exemptions from time to time.

3. The monthly account service fee is waived if the account forms part of a NAB Choice Package.

*Non-NAB ATM: Fees may apply to transactions at ATMs operated by other ATM networks.

Package Benefits

NAB Private Tailored Package: NAB Gold Banking accounts that form part of this package are exempt from monthly account service fees.

NAB Visa Debit card fees	
Request to change card colour	\$20 per request (applicable to NAB Visa Debit card only)
NAB Platinum Visa Debit card	\$10 per month per card ¹

¹ The first monthly fee will be charged when you request a NAB Platinum Visa Debit card and then each subsequent month thereafter.

Account Related Services

Overseas access	NAB Visa Debit card, NAB Platinum Visa Debit card, NAB Debit card or linked NAB Credit card ¹
ATM cash withdrawal	\$5 per withdrawal ³
Balance enquiry	\$1 per enquiry ³
<p>International Transaction Fee^{2,4}</p> <p>International transactions refer to using your card overseas including overseas ATM cash withdrawals or, using your account in Australia but the goods or service provider (commonly referred to as a 'merchant'), financial institution or entity processing the transaction is located outside Australia.</p> <p>International transactions are either:</p> <ul style="list-style-type: none"> - Single-currency international transaction: where the transaction is made in Australian dollars (AUD) - Multi-currency international transaction: where the transaction is made in a currency other than Australian dollars (AUD) 	<p>Single currency transaction – 3% of the Australian dollar amount when the international transaction is charged to your account</p> <p>Multi-currency transaction – 3% of the Australian dollar amount when the international transaction is charged to your account</p>

Overseas operators may charge you a separate fee to use their ATMs

- ¹ For transactions with a NAB Credit card accessing linked transaction account.
- ² Includes a Visa scheme fee charged to NAB and on charged to you. This fee is calculated on the converted AUD amount shown on your statement.
- ³ Includes a Visa scheme fee charged to NAB and on charged to you.
- ⁴ The International Transaction Fee will not apply to purchase transactions with a NAB Platinum Visa Debit card.

Part D NAB Visa Debit card terms and conditions

The following terms and conditions apply to the use of NAB Visa Debit cards with NAB Passbook, NAB Retirement Passbook, NAB Gold Banking, NAB Gold Banking – Choice and NAB Gold Banking – Private Account. In addition to the terms and conditions in this Part D, the terms and conditions in Part B of this booklet also apply to your NAB Visa Debit card.

Where we refer to use of or using your NAB Visa Debit card, this includes use of or using your card details as well where relevant. Please read the definition of ‘use’ in Part D of the Definitions and Interpretation of this booklet for more information.

17 NAB Platinum Visa Debit card

- 17.1 The NAB Platinum Visa Debit card is a NAB Visa Debit card made available to persons over the age of 18 years. Any NAB Platinum Visa Debit card issued by NAB to you is for use on your NAB Visa Debit account.
- 17.2 The terms and conditions in this clause 17 apply to any NAB Platinum Visa Debit card issued to you in addition to the remaining terms and conditions in this Part C (which apply to the NAB Visa Debit card).

17.3 Cash back terms

- 17.3.1 The following definitions apply to the Cash back terms and conditions set out in this clause 17.3:

Account means your NAB Visa Debit account or the NAB Visa Debit account to which your NAB Platinum Visa Debit card is linked.

Cash back means the amount calculated in accordance with clause 17.3.3 on the eligible spend per calendar month per NAB Platinum Visa Debit card and credited to your Account in accordance with these terms and conditions.

Eligible spend means the total amount of the qualifying transactions made in AUD up to a capped amount (referred to on www.nab.com.au/platinumvisadebit) per calendar month per NAB Platinum Visa Debit card.

Qualifying transaction means any Contactless purchase (made either with a PIN or without a PIN) using your NAB Platinum Visa Debit card. This includes only those transactions which are processed and debited to your Account by the last Banking Day of each calendar month.

Cash back calculation

- 17.3.2 NAB Platinum Visa Debit cardholders may earn Cash back on eligible spend using their NAB Platinum Visa debit card calculated per calendar month. This applies to each NAB Platinum Visa debit card, issued on your linked Account.
- 17.3.3 The Cash back is calculated as a percentage of the eligible spend (referred to on www.nab.com.au/platinumvisadebit) per calendar month for each NAB Platinum Visa Debit card.
- 17.3.4 The eligible spend includes those qualifying transactions which are processed and debited to your Account by the last Banking Day of each calendar month.

Cash back credit

- 17.3.5 Each Cash back will be credited to your Account on the first Banking Day of each calendar month following the month in which the eligible spend was processed and debited to your Account for that Cash back credit.

Ineligible Cash back

- 17.3.6 Cash back will not be calculated and there is no entitlement to earn Cash back where:
- (a) your NAB Platinum Visa Debit card is closed during any calendar month; or
 - (b) you do not comply with the NAB Visa Debit terms and conditions in Part D of this booklet (including the NAB Platinum Visa Debit card terms and conditions).
- 17.3.7 We have no obligation to credit Cash back for any reason outside of the qualifying transactions and we may cancel any Cash back recording if we determine that it was calculated in error.

Changes to Cash back terms

- 17.3.8 We may change the terms and conditions in clause 17.3 (including to vary the method of calculation of Cash back, including any percentage applicable to or cap on eligible spend) by notifying you in writing, electronically or by media advertisement, no later than the day the change takes effect or as required under applicable laws and industry codes.

18 When do these NAB Visa Debit card terms and conditions apply?

- 18.1 The terms and conditions set out in Part D apply when you accept them by using your NAB Visa Debit card or card details. However, clause 27 applies immediately upon NAB agreeing to your request for a NAB Visa Debit card and you will be charged the applicable card fee.

19 NAB Visa Debit card

- 19.1 The NAB Visa Debit card is available to persons over the age of 14 years. Any NAB Visa Debit card issued by NAB to you is for use on your NAB Visa Debit account. Where a NAB Visa Debit card is issued to a person who is aged 14 or 15 years, they must nominate a parent/guardian as an authorised party to the linked NAB Visa Debit account.
- 19.2 The NAB Visa Debit card remains the property of NAB.
- 19.3 NAB may at any time issue a new NAB Visa Debit card to you for use subject to these terms and conditions.
- 19.4 You are responsible for each purchase and cash withdrawal made using your NAB Visa Debit card. This is so whether the purchase or cash withdrawal is made at your request or by the authorised use of your NAB Visa Debit card. There are limits on your liability for unauthorised use set out in clause 24 and 25.
- 19.5 You are responsible for the security of any NAB Visa Debit card and card details issued to you. Any NAB Visa Debit card issued to you is for your use only. You are responsible for keeping your NAB Visa Debit card and card details in a safe place and providing protection from theft and misuse.

Additional NAB Visa Debit cards

- 19.6 If requested by you, NAB may issue a NAB Visa Debit card to any person who is 14 years of age or older whom you have authorised to operate your NAB Visa Debit account provided you are at least 18 years of age. For the avoidance of doubt, an additional NAB Visa Debit card cannot be issued to any person if you are under 18 years of age. However, NAB may only issue a NAB Platinum Visa Debit card to any person who is 18 years of age or older whom you have authorised to operate your NAB Visa Debit account.
- 19.7 You are responsible to NAB for the operation by an additional NAB Visa Debit cardholder of the NAB Visa Debit card (and card details) issued to them and your NAB Visa Debit account. NAB does not impose any joint or several liability on the additional NAB Visa Debit cardholder. You are liable to NAB if an additional NAB Visa Debit cardholder does not comply with these terms and conditions.

- 19.8 For this reason, you should ensure that any additional NAB Visa Debit cardholder receives a copy of these terms and conditions. The additional NAB Visa Debit cardholder should read and understand the terms and conditions set out in Parts D, E and where applicable, Part F.
- This includes transaction accounts that form part of a NAB Choice or NAB Private Tailored package. Note that for transaction accounts that form part of a NAB Choice or NAB Private Tailored package, a NAB Visa Debit card cannot be issued to a Business customer.
- 19.9 An additional NAB Visa Debit cardholder is able to operate your NAB Visa Debit account in every way that you are able to. For example, the additional NAB Visa Debit cardholder may:
- make purchases and obtain cash withdrawals; and
 - access any financial information about your NAB Visa Debit account (including the available balance of your NAB Visa Debit account, copies of statements of account and information relating to transactions made by you or any additional NAB Visa Debit cardholder or other additional NAB Visa Debit cardholders).
- 19.10 Subject to the terms and conditions of any electronic banking facility, if you authorise an additional NAB Visa Debit cardholder to operate your NAB Visa Debit account and they have a Personal Identification Number (PIN) or other identifying number or password for use in relation to the additional NAB Visa Debit card (and card details) or the NAB Visa Debit account, the additional NAB Visa Debit cardholder can access your NAB Visa Debit account through use of their NAB Visa Debit card (and card details) and PIN or other identifying number or passwords.
- 19.11 You can revoke the authority of an additional NAB Visa Debit cardholder to operate your NAB Visa Debit account if you:
- (a) give NAB a notice requesting the authority be revoked or otherwise request NAB in a manner acceptable to NAB that you wish this to be done; and
 - (b) take all reasonable steps to return any current additional NAB Visa Debit card to NAB or otherwise destroy the additional NAB Visa Debit card by cutting it diagonally in half. If you request NAB to revoke the authority of an additional NAB Visa Debit cardholder, you must immediately notify the additional NAB Visa Debit cardholder of your request.
- 19.12 If you make a request to revoke the authority of an additional NAB Visa Debit cardholder to operate your NAB Visa Debit account in accordance with clause 19.11, you are responsible for transactions generated by use of an additional NAB Visa Debit card and card details until you have made the request, including any transactions which occur before NAB receives your request, but which are processed or settled after NAB receives your request.

Use of NAB Visa Debit card and card details

- 19.13 A NAB Visa Debit card may be honoured by financial institutions and merchants displaying a sign or card promotional material that identifies the Visa card scheme. This does not mean that all goods and services available at those premises may be purchased by use of a NAB Visa Debit card.
- 19.14 You may be able to use your NAB Visa Debit card details through an electronic banking facility. This includes when the NAB Visa Debit card details are used at a merchant by mail, telephone order or through the Internet to pay for goods or services. In this instance:
- (a) use of your NAB Visa Debit card details through an electronic banking facility will be subject to the terms and conditions of the electronic banking facility; and
 - (b) where the terms and conditions of Part D conflicts with those of the electronic banking facility's terms and conditions, the electronic banking facility terms and conditions will prevail.

- 19.15 You should ensure that the transaction amount is correct before:
- you sign vouchers or transaction records given to you by merchants or a financial institution; and
 - you enter your PIN or other identifying number or password at an electronic banking facility. NAB relies on your signature on a voucher or transaction record or the entry of your PIN as authority to debit the amount shown.
- 19.16 NAB is not responsible for goods or services supplied to a cardholder, and any complaint must be resolved with the merchant. In some circumstances, NAB may be able to lodge a claim to request a refund for you under the card scheme's rules for disputed transactions. Details about chargeback rights and the procedures for disputing transactions are described in clause 25.
- 19.17 A NAB Visa Debit card transaction cannot be changed. It is an unchangeable order by you to NAB to process the transaction. You may not request NAB to alter or stop payment on the transaction. To cancel periodical debits authorised to be made by your NAB Visa Debit card you must contact the merchant and give directions to cancel them.
- 19.18 Your NAB Visa Debit card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by any law in the cardholder's jurisdiction.
- 19.19 NAB may temporarily block the use of your NAB Visa Debit card at any time under clause 12A.
- 19.20 You are encouraged to maintain a record of any regular payment arrangement you elect to enter into with a merchant.
- A regular payment arrangement includes regular direct debits, regular recurring payments and instalment payments from a debit card. Instalment payments are regular payments over a set period of time.
- To either change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the regular payment arrangement NAB must accept the merchant's transaction.
- If possible you should retain a copy of your change/cancellation request. If the merchant fails to act in accordance with these instructions you may have the rights to a dispute.
- 19.21 If you provide your card details to a merchant (for example, where you set up a regular payment arrangement), the merchant may be given updated card details when the card details are changed (such as when we issue a replacement card) if the merchant participates in an account updater service. You should check with the merchant to confirm if they participate. You may request to opt-out of the automatic update of card details by contacting us.

20 Limits on use of your NAB Visa Debit card and card details

- 20.1 A NAB Visa Debit card may not be accepted unless it carries your signature and is used during the validity-period shown on your card.
- 20.2 The available balance of your NAB Visa Debit account will be reduced by the amount of:
- (a) any transaction for which a merchant seeks authorisation even if the transaction is not completed at the time of the authorisation. This authorisation is for the purpose of establishing that there are sufficient funds available in your NAB Visa Debit account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation; and
 - (b) any debit to your NAB Visa Debit account under clause 21.1 except to the extent that the relevant transaction has already led to a reduction in the amount of available balance.
- 20.3 All purchases and cash withdrawals made using a NAB Visa Debit card through the Visa card scheme are limited to the available balance of your NAB Visa Debit account.

- 20.4 A cash withdrawal cannot be made using card details or card at a contactless reader.
- 20.5 Transaction limits apply to the use of card details or 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.

21 Processing of transactions by NAB

- 21.1 Your NAB Visa Debit account will be debited with, and you agree to pay to NAB:
- (a) each purchase;
 - (b) each cash withdrawal; and
 - (c) fees and charges payable under the terms and conditions in Part C.
- 21.2 In the absence of evidence to the contrary:
- (a) the amount shown on a sales voucher or any other evidence of a purchase is sufficient evidence of the purchase; and
 - (b) the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal; and
 - (c) the above applies regardless of whether the voucher or other evidence is signed by you.

If you do not agree with a transaction you may dispute it under clause 25.

22 NAB may assign any date it reasonably considers appropriate to a debit or credit to your NAB Visa Debit account or may adjust any debit or credit for the purposes of correction.

23 Statements and currency conversion

- 23.1 NAB will give you a statement for your NAB Visa Debit account as set out in Part A.
- 23.2 This clause deals with international transactions. This will be relevant for you if you or a cardholder:
- use a NAB Visa Debit card overseas; or
 - use your NAB Visa Debit card details in Australia but the goods or service provider (commonly referred to as a ‘merchant’), financial institution or entity processing the transaction is located outside Australia.

(a) Exchange rates

Where you have an international transaction, the amount we charge to your account will always be in Australian dollars – no matter which currency you pay in. The exchange rate used to calculate the amount of Australian dollars will depend on the currency you decide to pay in.

Paying in **Australian dollars** the exchange rate will be, the rate used by the merchant to convert the foreign currency amount, into Australian dollars. We call this ‘Single-currency international transaction’.

Paying in a **foreign currency** the exchange rate will be a rate:

- selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date; or
- mandated by a government or governing body and in effect for the applicable processing date.

We call this ‘Multi-currency international transaction’.

If you receive a refund for an international transaction, the refund amount will be calculated by Visa or the merchant using the exchange rate on the date the refund is processed. This may be different to the exchange rate used when you made the transaction – which means the refund you’re given in Australian dollars could be more or less than the Australian dollar purchase amount.

(b) Fees you’re charged on international transactions

We’ll charge you an International Transaction Fee when the international transaction is charged to your account – even if it was charged in Australian dollars. This is made up of two parts – a fee that Visa charges us for the international transaction (that we then pass on to you), as well as our own fee. You will see this as a single fee on your statement. You’ll see the amount of our International Transaction Fee in NAB’s Brochure ‘A Guide to Fees and Charges – Personal Banking Fees’ on nab.com.au.

Withdrawing cash from overseas ATMs

Any withdrawal from an overseas ATM will incur an International Transaction Fee, as disclosed in NAB’s brochure ‘A Guide to Fees and Charges – Personal Banking Fees’ along with any local ATM fees.

24 Lost/stolen cards

24.1 Notification procedure

If a NAB Visa Debit card or card details is lost or stolen you must immediately notify NAB using the telephone number referred to in the ‘Lost/Stolen Cards/Compromised Personal Identification Numbers (PINs)’ details under Summary of Important Information at the front of this booklet or any other means NAB makes available to you. Where requested, you must give NAB all the information you have about how the loss occurred.

24.2 Your liability

You remain liable for any cash withdrawal or purchase made by any other person before you notify NAB of the loss or theft up to a maximum of:

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

24.3 Despite notifying NAB of an event described in clause 24.1, you remain liable for any cash withdrawal or purchase made by you.

24.4 Emergency card replacement

If your NAB Visa Debit card is lost or stolen while you are overseas, you may request a NAB Visa Debit Emergency Card for use until your permanent replacement card is received. You remain liable and responsible for the proper use of the NAB Visa Debit Emergency Card and any transactions made using the NAB Visa Debit Emergency Card or its card details.

24.5 New card details to your Merchants

If your NAB Visa Debit card details are changed ie. as a result of a lost or stolen card you must request the merchant to change the details of your existing regular payment arrangement to ensure arrangements continue. If you fail to undertake this activity your regular payment arrangement either may not be honoured by NAB or the merchant may stop providing the goods and/services.

25 Disputed transactions

25.1 A disputed transaction may include:

- (a) an unauthorised NAB Visa Debit card transaction – a transaction which you believe was not authorised by use of your NAB Visa Debit card or card details.
- (b) a general dispute – a transaction which you wish to dispute. This may include a transaction which has been processed to your NAB Visa Debit card more than once, or a transaction which was authorised by the use of your NAB Visa Debit card which you wish to dispute. Despite notifying NAB of a disputed transaction you remain liable for any cash withdrawal or purchase made by using your NAB Visa Debit card.

25.2 Notification procedure for disputed transactions

You should immediately notify NAB of any disputed transaction.

NAB recommends that you promptly read each statement carefully as soon as you receive it. If applicable you may also wish to check your current transaction history via NAB Internet Banking or NAB Telephone Banking.

Use the telephone number printed on your statement or on the back of your NAB Visa Debit card to report the disputed transaction. You must give NAB any information you have about how the disputed transaction occurred. NAB may require you to confirm details in writing.

25.3 Chargeback rights

The Visa card scheme has a dispute resolution process that is contained in its operating rules. This process sets out specific circumstances and timeframes in which a member of the scheme (eg. a financial institution) can claim a refund in connection with a disputed transaction on your behalf. This is referred to as a 'chargeback right'.

This 'chargeback right' does not apply to transactions at EFTPOS terminals accessing your nominated account using the 'savings' or 'cheque' option. NAB's ability to investigate any disputed transaction on your NAB Visa Debit card, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules for the Visa card scheme.

While your dispute is being investigated by NAB, the value of the disputed transaction will be withheld against your NAB Visa Debit account until the dispute is resolved.

25.4 Timeframes for notifying NAB

The ability of NAB to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify NAB within the required timeframes. For this reason, it is in your interest to report any disputed transaction to NAB immediately and certainly no later than 75 days after the date of transaction on your receipt, unless clause 25.6 applies. Where it can be shown that you have unreasonably delayed notifying NAB, you may be liable for the loss on any disputed transaction.

25.5 Timeframes for NAB to process a chargeback right where a chargeback right exists

NAB will process a chargeback for you when you have notified NAB of the disputed transaction within the required time frame, as described in clause 25.4. The timeframes for NAB to process a chargeback 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 relevant Visa card scheme rules.

25.6 **Electronic transactions**

If the ePayments Code is applicable to a disputed transaction, the timeframes as specified in clause 25.4 may not apply in certain circumstances. The procedures for resolving disputed electronic transactions are set out in the terms and conditions of the electronic banking facility.

26 **Cancellation of your card**

26.1 **Cancellation by NAB**

NAB may cancel your NAB Visa Debit card at any time without notice. Examples of where NAB may do this include, where you have reported a fraudulent transaction using your card or card details, where the account is inactive, where NAB reasonably believes that the continued use of your card may cause loss to NAB or you, or where NAB reasonably believes that your NAB Visa Debit Card has been or may be used in connection with potential fraudulent activity or a scam. These examples are for guidance only and do not limit NAB's ability to cancel your card for another reason.

The NAB Visa Debit card or card details may not be used after it is cancelled or your NAB Visa Debit account is closed. When NAB gives you notice of the cancellation you must destroy or return the NAB Visa Debit card to NAB and to take reasonable steps to prevent your card details from being used.

26.2 **Cancellation by you**

You may cancel your NAB Visa Debit card if you:

- (a) notify NAB using a notice method set out in clause 12, requesting that the NAB Visa Debit card be cancelled.
- (b) destroy or return your current NAB Visa Debit card to NAB and take reasonable steps to prevent your card details from being used.

You will remain liable for any transactions using your NAB Visa Debit card or NAB Visa Debit card details prior to your NAB Visa Debit card or NAB Visa Debit account being closed. NAB may seek to recover these funds from you. NAB may refuse to authorise any transactions on your NAB Visa Debit card made after receiving your request to cancel your NAB Visa Debit Card.

26.3 **Regular payment arrangements (including direct debits)**

- (a) If your NAB Visa Debit card is cancelled under clause 26.2, you must cancel any direct debits authorised using your NAB Visa Debit card details.
- (b) If you elect to close your NAB Visa Debit account or your NAB Visa Debit account is closed by NAB you should contact the merchant to revise your regular payment arrangement as the merchant may stop providing the goods and/or services.

26.4 **Terms and conditions continue after cancellation**

The terms and conditions in Part D will continue after a NAB Visa Debit card is cancelled under clause 26 or your NAB Visa Debit account is closed and until any outstanding amounts to be debited to your NAB Visa Debit account are paid (whether the amounts are accrued or charged before or after the cancellation of your card or closure of your NAB Visa Debit account).

27 **Fees and charges**

NAB may debit your NAB Visa Debit account with fees applicable to the NAB Visa Debit card and other standard fees, the amount and nature of which are detailed in NAB's brochure 'A Guide to Fees and Charges – Personal Banking Fees'. Any fees and charges paid by you are not refundable.

28 **Miscellaneous**

Parties other than NAB may from time to time offer certain goods and services to you:

- (a) free of charge; or
- (b) at a particular price, in connection with your NAB Visa Debit card. NAB is not responsible for any of these goods or services, or the failure of such a party to provide or perform such goods or services.

Part E NAB Electronic Banking (Debit cards) terms and conditions

The rights and obligations outlined in this Part E comply with both the ePayments Code and the Banking Code of Practice. In addition, the terms and conditions in Part B of this booklet apply to any use of NAB's electronic equipment as set out in the terms and conditions in this Part E.

29 Application of NAB Electronic Banking (Debit cards) terms and conditions

29.1 When do these NAB Electronic Banking (Debit cards) terms and conditions apply?

These terms and conditions are binding on you from whichever of the following occurs first:

- (a) in relation to a 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 29.1(d) any cardholder receives their card; or
- (d) in relation to a NAB Visa Debit card, upon receipt of the card details and/or card or card account details, whichever is received first.

However, note clause 34.5 and the guidelines on security in clause 34.6 apply immediately upon you receiving or selecting the PIN.

29.2 Terms and conditions relating to EFT transactions

These terms and conditions apply to EFT transactions on your nominated accounts. These include, but are not limited to EFT transactions initiated by you:

- (a) at NAB ATMs using your card and PIN;
- (b) at ATMs provided by other institutions using your card and PIN;
- (c) at EFTPOS facilities provided by merchants using your card and PIN;
- (d) using your card account details through other electronic equipment;
- (e) where a NAB Visa Debit card is used through a 'swipe-only' device that does not require a manual signature; and
- (f) at a contactless reader using a NAB Visa Debit card or card details.

29.3 Other terms and conditions

Separate terms and conditions exist for:

- (a) NAB Visa Debit cards issued by NAB – the terms and conditions for which are detailed in Part D of this booklet.
- (b) any of the nominated accounts, which can be accessed using your card.

If there is any inconsistency between the terms and conditions in this Part E and the terms and conditions applying to your NAB Visa Debit card or nominated account, these NAB Electronic Banking (Debit cards) terms and conditions apply to the extent any inconsistency exists in respect of EFT transactions, except for notice of cancellation or revocation of any electronic banking facility.

30 Limits on EFT transactions

29.1 Nominated accounts

Your card details and/or card and/or PIN (or your card account details) enable transactions to be made on any NAB accounts which you have nominated for use with NAB's card based electronic banking facilities.

30.2 Number and type of accounts

There is a limit to the number and type of accounts which can be accessed using NAB's card based electronic banking facilities. Some types of electronic equipment may not allow access to all types of accounts.

NAB no longer offers access to new cheque accounts. Where we reference cheque accounts in this clause 30.2, it only relates to existing cheque accounts.

NAB Visa Debit cardholders

- (a) NAB will nominate your NAB Visa Debit account as your first main account. You may also nominate an additional main account being either one main cheque or one main statement savings account, including home loan and personal loan accounts.
- (b) You may also nominate three other cheque or statement savings accounts as nominated account(s).
- (c) EFTPOS terminals permit access to your nominated account(s) and will debit a transaction to one of your nominated account(s) being a Visa Debit, cheque or savings account. That is, an individual EFTPOS transaction must be debited to one account, although a separate transaction may be debited to another designated 'main account'.

NAB Debit cardholders

- (d) You may nominate two main cheque or two main statement savings accounts, including home loan and personal loan accounts as your main account(s).
- (e) You may also nominate three other cheque or statement savings accounts as nominated account(s).
- (f) EFTPOS terminals permit access to your nominated account(s) and will debit a transaction to one of your nominated account(s) being a cheque or statement savings account. That is, an individual EFTPOS transaction must be debited to 1 account, although a separate transaction may be debited to another designated 'main account'.

30.3 Amounts withdrawn or transferred

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).

NAB Debit cardholders

A daily limit applies to all purchases and withdrawals of cash undertaken using your card and PIN.

NAB Visa Debit cardholders

A daily limit applies to all ATM cash withdrawals or to the cash component of a transaction made at an EFTPOS terminal under clause 31.3.

You will be advised of these specific limits when issued with your 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 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 34).

30.4 **Valid and irrevocable authority**

Your use of a card details and/or 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 34.

31 Card based electronic banking facilities

31.1 **NAB ATMs**

Subject to the terms and conditions applying to your nominated account, your card and PIN enable you to use NAB's ATMs as determined by NAB.

NAB's ATMs allow you to withdraw or transfer funds between all nominated accounts, obtain a record of recent transactions, order a repeat statement and check your account balances. Some NAB ATMs may also allow you to deposit funds into a nominated account and to create or change your PIN.

It is your responsibility to familiarise yourself with the correct use of ATMs. If you are unsure or require assistance in the operation of the ATM, please seek assistance from NAB's branch staff or contact NAB using the Customer Service details in Summary of Important Information at the front of this booklet.

31.2 **ATMs provided by other institutions**

ATMs provided by other institutions accepting cards may allow you to withdraw funds and check your designated main nominated account(s) balances. Institutions providing other ATMs accepting cards may impose their own fees and restrictions on the operations of the cards with their ATMs including limits to the amounts which may be withdrawn. NAB accepts no responsibility for such fees and restrictions.

31.3 **EFTPOS terminals provided by merchants**

EFTPOS terminals allow you to pay for purchases and may allow the option of withdrawing extra cash from your designated main nominated account(s) at certain locations. Merchants providing EFTPOS terminals accepting cards may impose their own fees and 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 fees and restrictions.

31.4 **Other transactions through electronic equipment**

(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 the 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.

Note: Using digital wallets on mobile phone devices and wearable devices.

Irrespective of the value of the purchase, you may not be required to enter a PIN in the contactless reader when making a contactless purchase where the electronic equipment is an eligible wearable device or mobile phone. You will be notified about this at the time you enrol for the digital wallet.

31.5 **Functionality**

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 nominated account(s) which you did not seek to initiate). NAB accepts no responsibility for this differing functionality.

31.6 **Fees**

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 'A Guide to Fees and Charges – Personal Banking Fees'.

32 Operation of card based electronic banking services

32.1 **Receipts**

- (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 by NAB as evidence that the transaction has been performed. This condition does not apply to deposits lodged in ATMs (see clauses 33.1 and 33.2);
- (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.

32.2 **Statements**

- (a) For all nominated accounts, a statement is issued in accordance with the terms and conditions for the nominated account(s).
- (b) For the purposes of preparing statements, NAB reserves the right to show an EFT transaction as having been carried out on the next or subsequent banking day(s) after the day the transaction was made.

32.3 **Review statements of account and check NAB Internet Banking or NAB Telephone Banking**

You should always review your statement, and if applicable, frequently check NAB Internet Banking or NAB Telephone Banking, and bring to NAB's attention any discrepancies, errors or unauthorised transactions as soon as possible. If you wish to dispute an EFT transaction, you must report this to NAB. Please refer to the Customer Service details in Summary of Important Information at the front of this booklet. You can arrange to access your account through NAB Internet Banking if you are not already a user and NAB will register you, subject to NAB's standard terms and conditions for the service.

32.4 **Discrepancies in cash delivered by an ATM**

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 'ATM emergency' details in Summary of Important Information at the front of this booklet.

32.5 **Cards**

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 or EFTPOS terminal.

- (a) Your card is issued with validity dates denoting month and year eg. 06/16 is June 2016. 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) Your card remains the property of NAB. You must 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 if you repeat invalid PIN entries. 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.

32.6 **EFTPOS terminal malfunction**

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 without notice to you. You can check if this has occurred by looking at your account statements.

32.7 **Merchants**

NAB will not be liable for the refusal of any merchant to accept a card details and/or card, or card account details.

Any complaints concerning goods and services purchased must generally be resolved with the merchant. In some circumstances we may be able to lodge a claim to request a refund for you under the card scheme's rules for disputed transactions. Details about chargeback rights and the procedures for disputing transactions are described in clause 25.

32.8 **Promotional material**

Promotional material referring to NAB's card based electronic banking facilities that is displayed on or in any premises, is not to be taken as a warranty by NAB, or by the merchant carrying on a business in those premises, that all goods and services may be purchased by means of an EFT transaction. You also accept that the use of your card details and/or card and card account details may be subject to other limitations imposed by the merchant.

33 **Deposits**

33.1 **Cash deposits at ATMs**

When making a cash deposit at an ATM you should be aware that such deposits may not be credited to your account immediately.

A cash deposit lodged in an ATM is subject to verification and at NAB's discretion may not be credited to your account until the following banking day.

You should keep all records associated with a deposit that you make via an ATM until the deposit is verified and recorded on your account statement. Where the claimed deposit is not available for verification following forceful removal of the ATM or other criminal act, NAB requires you to reasonably substantiate the value of your claim.

33.2 **Deposits in the form of cheques**

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 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.

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 three banking 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.)

Subject to clause 11A.7, NAB will not be responsible for any claim or refusal of a transaction arising from a hold on deposits that include a cheque. You are entitled to enquire at any branch of NAB if holds are to be applied to any deposit.

Subject to clause 34, you, the cardholder, agree to pay or reimburse NAB for all reasonable claims or liabilities it may incur as a consequence of it collecting a cheque of which you are not the true owner.

34 Responsibilities and liabilities

34.1 **Your responsibilities with respect to the card and card details**

You must:

- (a) sign your card immediately on receipt;
- (b) keep your card in a safe place, and provide reasonable protection for the card and card details from theft;
- (c) notify NAB should your card or card details be lost or stolen (refer to the 'Lost/Stolen Cards Compromised Personal Identification Numbers (PINs)' details in Summary of Important Information at the front of this booklet, or any other means NAB makes available to you.);
- (d) advise any change of address (refer to Customer Service details in Summary of Important Information at the front of this booklet);
- (e) use your card in accordance with these NAB Electronic Banking (Debit cards) terms and conditions;
- (f) destroy an expired card; and
- (g) if a temporary card has been issued to you, destroy it upon receipt of a personalised card.

34.2 **General responsibility**

The accountholder is generally responsible for all EFT transactions authorised by the use of the card details and/or 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.

34.3 **No Accountholder liability in some circumstances**

The accountholder is not liable for losses:

- (a) 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) arising because the PIN, card details or card is forged, faulty, expired, or cancelled;
- (c) that arise from EFT transactions which required the use of your card or card details or your PIN and that occurred before you received your card or card details or before you received or selected your PIN;
- (d) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
- (e) resulting from unauthorised transactions occurring after notification to NAB that the card or card details have been misused, lost or stolen or the security of the PIN been breached;
- (f) resulting from unauthorised transactions where it is clear that you have not contributed to such losses.

34.4 **Accountholder liability for unauthorised transactions**

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 34.5, 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; and
- (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 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 details) and when NAB was actually notified.

However in relation to (a) and (b) above, 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 your 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) \$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)).

34.4A 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.

34.5 Your responsibilities

- (a) Where NAB provides you with a PIN you must not:
 - (i) voluntarily disclose your PIN to anyone including a family member or friend (unless your card is a Deposit Only Card);
 - (ii) record your PIN on your 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 your 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.

34.6 Guidelines

You should also comply with these guidelines to protect the security of your card details and/or 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 your card details and/or card or card account details;
- (b) destroy your PIN envelope (if any) after memorising your PIN;
- (c) take reasonable care when using an ATM or EFTPOS terminal to ensure your 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 must not:
 - (i) record the disguised PIN on your card;
 - (ii) disguise your PIN by reversing the number sequence;
 - (iii) describe the disguised record as a 'PIN record' or 'Password record';
 - (iv) disguise your PIN as a telephone number, part of a telephone number, postcode or date of birth;
 - (v) disguise your PIN using alphabetical characters, eg. A = 1, B = 2, C = 3 etc
- (e) follow any other reasonable instructions NAB gives you in relation to selecting a PIN.

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 34.6 are for your assistance but your liability in the case of an actual loss will be governed by the ePayments Code and clause 34.5 in this booklet. However, you should take care to meet the guidelines set out in clause 34.6 as a failure to meet these guidelines may in some circumstances constitute an act of extreme carelessness under clause 34.5(a)(iii).

34.7 Advising NAB

If you believe your card or card details has been lost or stolen, your PIN divulged or that there has been misuse of your card, you must advise NAB as soon as possible. Please refer to NAB's Lost/Stolen Cards/Compromised Personal Identification Numbers (PINs) details in Summary of Important Information at the front of this booklet, 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.

NAB will acknowledge your report and you should record or retain this acknowledgement.

34.8 Liability under Visa card scheme

Notwithstanding the above where you notify NAB of an unauthorised transaction on a NAB Visa Debit card, 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 Visa card scheme.

34.9 Failure of NAB's electronic equipment

- (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 reasonably 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) NAB will not be liable to you for any loss, claim, liability or outgoing, including without limitation any consequential loss or liability, which you suffer because of any failure of NAB's systems or NAB's electronic equipment to complete a business EFT transaction.

35 ePayments Code warranty

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.

Part F NAB Internet Banking and NAB Telephone Banking terms and conditions

General terms relating to NAB Internet Banking and NAB Telephone Banking

The terms and conditions in Part B apply to any use of NAB Internet Banking or NAB Telephone Banking in addition to the terms and conditions in this Part F. You should read these terms and conditions before you use NAB Internet Banking and NAB Telephone Banking for the first time.

36 Offer and acceptance

- 36.1 NAB Internet Banking and NAB Telephone Banking are secure, convenient and easy to use. These services may be used by you to help manage your accounts.
- 36.2 NAB offers to make NAB Internet Banking and NAB Telephone Banking available to you on these terms and conditions.
- 36.3 NAB will rely on your acceptance of these terms and conditions when:
 - (a) a user accesses, or seeks to access, an account through the service; or
 - (b) in relation to NAB Internet Banking, a user clicks on the 'ACCEPT' button in the online registration process.

37 Terms and conditions for accounts

- 37.1 The terms and conditions in Part F are in addition to any of NAB's terms and conditions for an account.
- 37.2 If there is any inconsistency between these terms and conditions in Part F and the terms and conditions applying to an account or to a service provided by NAB, these terms and conditions apply to the extent of that inconsistency.

38 Authorised user

- 38.1 NAB may allow any person over 16 years of age, authorised by you, to be an authorised user. It is your responsibility to ensure that any authorised user is over 16 years of age.
- 38.2 An authorised user may use a NAB ID issued to them in their own name, or alternatively they may use any additional NAB ID issued to you.
- 38.3 An authorised user who uses a NAB ID issued to them in their own name when accessing your account:
 - (a) will be registered as a user of the service by NAB in their own name, subject to clause 48.1;
 - (b) may be able to use the service to access and operate your account in every way available to you; and
 - (c) may be restricted to accessing and operating your account in any way specified by you.
- 38.4 An authorised user who uses an additional NAB ID issued to you:
 - (a) will be registered as a user of the service by NAB in their own name, subject to clause 48.1;
 - (b) may be able to use the service to access and operate your account in every way available to you; or

- (c) may be restricted to accessing and operating your account in any way specified by you.
- 38.5 Subject to clauses 38.7 and 39, you are liable for any use of your account or the service by an authorised user as if the account or the service had been used by you. You are also responsible for all instructions given in relation to your accounts using the service, which are authorised by the use of your password or the password of an authorised user, or undertaken by another person with the knowledge or consent of you or of an authorised user.
- 38.6 **You should ensure that any authorised user has been provided with, and read and understood these terms and conditions before using the service.**
- 38.7 If you no longer wish any authorised user to be able to access or operate your account using the service you must:
- (a) contact NAB on **13 22 65**;
 - (b) attend a NAB branch or outlet to confirm service suspension; or
 - (c) comply with any other procedures specified by NAB.

39 Liability for unauthorised transactions provisions for all personal EFT transactions

- 39.1 This clause sets out important rules which may govern an accountholder's liability for unauthorised transactions. The liability provisions set out below override any other clause to the extent of any conflict or inconsistency for all personal EFT transactions.
- 39.2 **When the accountholder is not liable**
- The accountholder is not liable for losses:
- (a) 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) arising because the NAB ID, authentication service and/or password is forged, faulty, expired, or cancelled;
 - (c) that arise from personal EFT transactions which required the use of the authentication service and/or password and that occurred before the user received the authentication service and/or password;
 - (d) that are caused by the same personal EFT transaction being incorrectly debited more than once to the same account;
 - (e) resulting from unauthorised transactions occurring after notification to NAB that the security of the authentication service and/or password has been breached;
 - (f) resulting from unauthorised transactions where it is clear that the user has not contributed to such losses.
- 39.3 **When the accountholder is liable**
- The accountholder will be liable for losses resulting from unauthorised transactions as provided below:
- (a) where NAB can prove on the balance of probability that the user contributed to the losses through the user's fraud or contravention of the security requirements in clause 39.4, the accountholder is liable for the actual losses which occur before NAB is notified that the security of the authentication service and/or password has been breached; and

- (b) the accountholder is also liable where NAB can prove on the balance of probability that the user contributed to losses resulting from unauthorised transactions because the user unreasonably delayed notifying NAB after becoming aware that the security of the authentication service and/or password has been breached. The accountholder will then be liable for the actual losses which occur between the time the user became aware and when NAB was actually notified.

However, in relation to (a) and (b) above, for losses arising from unauthorised transactions the accountholder will not be liable to pay:

- (i) the portion of losses incurred on any one day which exceeds the applicable daily transaction limit(s) (if any);
 - (ii) the portion of losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
 - (iii) the 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 authentication service and/or password.
- (c) When limited liability applies

Where the authentication service and/ or password was required to perform the unauthorised transaction(s) and neither paragraph (a) nor (b) applies, the accountholder is liable for the lesser of:

- (i) \$150;
- (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 authentication device and/or password; or
- (iii) the actual loss at the time NAB is notified that the security of the authentication service and/or password has become known to someone else (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).

39.4 **User's responsibilities under the ePayments Code**

- (a) Where NAB provides the user with an authentication service and/or password the user must not:
 - (i) voluntarily disclose the authentication service and/or password to anyone including a family member or friend, except when you are creating an authorised user;
 - (ii) act with extreme carelessness in failing to protect the security of the authentication service and/or password; and
 - (iii) record the password without making any reasonable attempt to protect the security of the password record on the one article or on several articles so that they are liable to loss or theft simultaneously.

- (b) Where NAB allows the user to select a password or change the user's password the user must not select:
 - (i) a numeric code which represents the user's birth date; or
 - (ii) an alphabetical code, which is a recognisable part of the user's name.

Either of these selections may mean you are liable for losses caused by unauthorised transactions caused by a breach of the security of the password.

39.5 **Failure of NAB equipment or NAB system**

NAB will be liable to users for losses users suffer, caused by the failure of NAB's equipment or NAB's system to complete a personal EFT transaction accepted by NAB's equipment or NAB's system in accordance with the user's instructions.

However, where the user should have been aware that NAB's equipment or NAB's system was unavailable for use or malfunctioning, NAB's responsibilities will be limited to the correction of any errors in the accountholder's account and the refund of any charges or fees imposed on the accountholder as a result.

NAB will also not be liable for any losses caused by the failure of NAB's equipment or NAB's system where NAB's equipment or NAB's system had not accepted the personal EFT transaction.

39.6 **Advising NAB**

If the user believes the security of the user's authentication service and/or password has been breached, the user must advise NAB Internet Banking Support as soon as possible. Once NAB has been notified of these matters the accountholder's liability for further personal EFT transactions will be limited. Where telephone facilities for notification 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. NAB, will acknowledge the user's report, and the user should record or retain this acknowledgment.

39.7 **Credit and charge cards**

Notwithstanding the rest of clause 39 where the user notifies 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 scheme.

40 Allocation of liabilities for business EFT transactions

40.1 You are not liable for any losses:

- (a) where it is clear that a user has not contributed to those losses;
- (b) that are caused by the fraudulent or negligent conduct of NAB's employees or agents;
- (c) resulting from unauthorised transactions occurring after you notify NAB that a user's password has become known to someone else or the user's authentication service has been compromised.

40.2 Where it is unclear whether or not a user has contributed to the losses resulting from unauthorised transactions on an account using the service, you are only liable to pay up to \$150.

- 40.3 Where it is clear that a user has contributed to the losses because a user has failed to comply with clause 48 or you unreasonably delay notifying NAB under clause 50.5, then you are liable for those losses except for that portion of the losses incurred which exceed the balance of your account(s) (including any prearranged credit facility) or that portion of the losses incurred which exceed the total amount you are able to withdraw from your account(s) on the days the unauthorised use took place.
- 40.4 Subject to clause 11A.7, NAB is not liable for any loss or damage caused directly or indirectly to a user by:
- (a) any breakdown or interruption in the service due to circumstances beyond NAB's control;
 - (b) any corruption of data and any breakdown, interruption or errors caused to a user's computer or computing equipment as a result of using the service or as a result of software being downloaded to a user's computer for the purposes of the service;
 - (c) intermittent interruptions to the service from time to time;
 - (d) any delays or errors in the execution of any transaction or instruction in respect of your account because of any breakdown or interruption in the service due to circumstances beyond its control;
 - (e) a party to a payment instruction made by a user not receiving funds because of a problem with the information provided by the user (eg. a user provides NAB with the wrong account number) or wrong PayID;
 - (f) any delays or errors by other parties (eg. the failure of a financial institution to credit or debit your account in a timely manner); or
 - (g) any refusal by a party to a payment instruction to accept, or acknowledge receipt of, the funds the subject of that payment instruction.

41 Type of accounts and transactions for NAB Internet Banking and NAB Telephone Banking

You will be advised of the accounts and transactions you can undertake using the service when you sign up to the service. You may also refer to the FAQs at nab.com.au for further details.

42 Accounts with other entities within the National Australia Group

Where your account is maintained with another entity within the National Australia Group, you agree that these terms and conditions will also apply to the use of NAB Internet Banking and NAB Telephone Banking in connection with that account.

43 Service closure

You or NAB may end the use of the service at any time by giving a notice to the other. NAB may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk to you or us) but if we do not give you advance notice and where it is reasonable to do so, we will advise you within a reasonable time of exercising our discretion under this clause. Examples of when NAB may end your use of the service include where the account is inactive and where NAB believes on reasonable grounds that continued use may cause loss to NAB or to you. These are examples only and do not prevent NAB terminating use of the service under clause 12A or limiting its right to close the account under clause 10.

44 ePayments Code warranty

NAB warrants that it will comply with the requirements of the ePayments Code for all personal EFT transactions conducted via NAB Internet Banking and NAB Telephone Banking service(s).

45 NAB Internet Banking service

Use of the service

45.1 Once:

- (a) you are taken to have accepted these terms and conditions under clause 36.3; and
- (b) a user has accessed the service by entering a NAB ID and their password; and
- (c) a user has created a different password to be used to access the service in the future; and
- (d) NAB has selected a billing account (another billing account may be subsequently selected by a user with NAB's agreement); then

NAB will register the user as a user of the service and may, at its discretion, issue the user with an authentication service.

45.2 A user may use the service in accordance with the terms and conditions in this Part F, unless their use of the service is cancelled or suspended under these terms and conditions.

45.3 Access to the service, or access to certain functionalities of the service, may only be allowed by NAB:

- (a) if the procedures specified by NAB have been complied with; and
- (b) if NAB has received any document or information, including any document which identifies a user reasonably required by NAB.

45.4 **Access to the service:**

- (a) will be denied to a user if the user enters an incorrect password on three consecutive occasions; and
- (b) may be denied if any instruction given using the service, is made in language NAB reasonably considers to be inappropriate.

45.5 **Transfer of funds**

Subject to clauses 38.3 and 38.4, a user will be able to transfer funds from your accounts to any other accounts accessible by the user using the service, whether the accounts are held with other financial institutions, other third parties or NAB.

The amount which is able to be transferred will be subject to a daily limit set by NAB (which NAB may change from time to time, with or without notice subject to clause 11A). Users should refer to FAQs at nab.com.au for details of any restrictions. If a user uses a NAB ID issued to you, the user's ability to make such a transfer can be removed if you notify NAB under clause 38.7 that you want that to happen.

NAB bears no responsibility for limits and restrictions on any transfer of funds imposed by other financial institutions and third parties.

46 Functionalities of the service

NAB may at any time, where reasonably necessary for its business purposes, add to, remove, change or impose restrictions on, the functionalities of the service.

47 User authentication

When NAB receives an instruction from a user to make payment to a third party account (including a BPAY Payment) and the user has user authentication, NAB will require the user to provide the identifier generated by NAB in accordance with user authentication. This requirement is in addition to any password or other information a user must give to NAB when providing an

instruction using the service. The user should contact NAB Internet Banking Support in the event NAB does not accept any instruction using the user authentication identifier. Provision of this identifier does not alter your responsibility for the transaction.

48 User responsibilities relating to NAB Internet Banking

48.1 You must:

- (a) choose a new password whenever you are required to do so by NAB;
- (b) except when you are creating an authorised user, not disclose your password to any other person;
- (c) not record or store your password anywhere;
- (d) take reasonable care when accessing the service to ensure that your password is not disclosed to any other person, in particular ensuring that you are not observed while entering your password;
- (e) not provide your authentication service (if any) to any other person;
- (f) not use your authentication service (if any) other than in respect of the service. If you use your authentication service for any other purpose, NAB may revoke the authentication service and cancel the availability of the service to you;
- (g) check your account records carefully and promptly report to NAB as soon as you become aware of any apparent discrepancy; and
- (h) take every reasonable precaution to prevent the spread or diffusion of any software contamination including computer viruses and trojans.

48.2 You must ensure that an authorised user protects, stores and uses their password and authentication service (if any), in the same manner as clause 48.1 requires you to protect, store and use yours.

49 Liability for unauthorised transactions for personal EFT transactions

In respect of unauthorised transactions for personal EFT transactions, your liabilities are governed by clause 39.

50 Instructions to NAB

50.1 Subject to clauses 50.2 and 51:

- (a) an instruction to NAB by a user using the service constitutes a valid and irrevocable authority to NAB to follow that instruction; and
- (b) for payments to which cut-off times apply, a payment instruction which is given before the cut-off time for a day will be processed on the same day, but if it is given after the cut-off time it may be processed on the next banking day after the instruction is given; and
- (c) for NPP Payments, a payment instruction will be processed as soon as practicable after the instruction is given.

50.2 An instruction to make a periodic or future dated payment continues until the expiry date authorised by a user, even if the service, or any authentication service used by a user to authenticate that instruction, has been cancelled.

- 50.3 In the case of an instruction to make a periodic or future dated payment, a user may revoke their instruction up until the cut-off time on the day payment is due to be made. Refer to clause 64.3 for further information about future dated payments to a PayID.
- 50.4 You are responsible for all instructions given in relation to your accounts which are authorised by a user's use of their password or authentication service or undertaken by another person with their knowledge or consent.
- 50.5 You must notify NAB immediately if:
- (a) a user's password becomes known to any other person or is compromised;
 - (b) a user's computer, which the user uses to access and use the service is lost, stolen or fraudulently accessed;
 - (c) you become aware of any unauthorised transaction or error on an account using the service.

In respect to personal EFT transactions only, please also refer to clause 39.6.

- 50.6 Subject to clause 39.5, it is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the service is unavailable for use or malfunctioning.

51 Processing of instructions to NAB

Subject to clause 39.5:

- (a) in some circumstances, NAB may not act or may delay acting on any instruction given to it by a user through use of the service;
- (b) except for NPP Payments, which must be processed by NAB as soon as practicable after the instruction is given, an instruction may be processed at the option of NAB on the next banking day after the instruction is given; and
- (c) the accuracy of information about an account a user obtains through the relevant service is subject to checking by NAB as part of its normal procedures.

Subject to clause 11A.7, NAB is not liable for any loss or damage caused directly or indirectly to a user as a result of NAB's failure to act or delay in acting on any instruction given to it by a user.

51A Mistaken internet payments using Funds Transfer – Pay Anyone

This clause applies to mistaken internet payments using the Pay Anyone functionality available within internet banking. It sets out important rules where the Sending ADI and the Receiving ADI have subscribed to the ePayments Code and

- a user reports a mistaken internet payment to NAB as the Sending ADI; or
- NAB, as the Receiving ADI, is notified by a Sending ADI that funds have been credited to your account as the result of a mistaken internet payment by its customer. It does not apply to BPAY payments.

In this clause **mistaken internet payment** means a payment made by a user through Pay Anyone where funds are paid into the account of an unintended recipient because the user entered or selected the wrong BSB number and/or account number or the wrong PayID or a PayID which belonged to the wrong person as the result of the user's error or the user being advised of the wrong details. **ADI** means Authorised Deposit-taking institution and has the same meaning as

the term in the Banking Act 1959(Cth). The **Receiving ADI** is the ADI whose customer received an internet payment and the **Sending ADI** is the ADI whose customer has made an internet payment.

51A.1 User's obligation

A user:

- (a) must take care to enter or select the correct information about the intended recipient of the funds, required when using Pay Anyone to make a payment. It is not always possible for NAB to recover funds from the unintended recipient.
- (b) should report a mistaken internet payment to NAB as soon as possible by:
 - calling **13 22 65** or
 - visiting our website **nab.com.au** and completing the transaction dispute form.

NAB will acknowledge receipt of the report and the user should record or retain this acknowledgment.

51A.2 Our obligations as a Sending ADI when we receive the user's report

(a) *Obligation to investigate*

NAB will investigate a user's report of a mistaken internet payment.

(b) *Obligation to tell the user about the outcome*

NAB will tell the user about the outcome of a user's report of a mistaken internet payment:

- (i) in writing, and
- (ii) within 30 business days of the day the report was made.

Process where NAB and the Receiving ADI are not satisfied a mistaken internet payment has occurred

When a user makes a report both NAB and the Receiving ADI need to be satisfied a mistaken internet payment has occurred.

If NAB is not satisfied a mistaken internet payment has occurred NAB is not required to take any further action and will tell you in accordance with 51A.2 (b).

If the Receiving ADI receives a request from NAB to return funds to NAB, but is not satisfied that a mistaken internet payment has occurred, the Receiving ADI may seek their customer's consent to return the funds to you. If consent is provided to the Receiving ADI, NAB will return these funds to you as soon as practicable.

Process where NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred and there are insufficient funds

This process applies where both NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred. If NAB is satisfied that a mistaken internet payment has occurred, NAB will send the Receiving ADI a request for return of the funds. NAB is reliant on the Receiving ADI advising NAB if there are sufficient funds in their customer's account to cover the amount of the mistaken internet payment.

If NAB is advised there are insufficient funds in the customer's account, NAB is reliant on the Receiving ADI using its reasonable endeavours to recover the funds for you from their customer (eg. facilitating payment by instalments).

If the Receiving ADI is unable to recover the funds from the unintended recipient you will be liable for losses arising from the mistaken internet payment.

Where NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred and there are sufficient funds

This table describes the obligation of the Receiving ADI and NAB if they are satisfied a mistaken internet payment has occurred and there are sufficient credit funds available in the account of the unintended recipient to cover the payment.

A different process applies depending on when the user reported the mistaken internet payment to NAB.

User reports the mistaken internet payment to NAB	Obligation of Receiving ADI after receiving NAB's request to return funds	NAB's obligation to pay you
Within 10 business days of making the payment	Funds must be returned to NAB within five business days (if practicable) of receiving NAB's request to return the funds or such longer period as is necessary up to a maximum of 10 business days	To return the funds to you as soon as practicable
Between 10 business days and seven months of making the payment	Complete investigation within 10 business days of receiving NAB's request to return the funds. If satisfied a mistaken internet payment has occurred (i) prevent their customer withdrawing the mistaken internet payment funds for a further 10 business days; (ii) notify their customer they have a period of 10 business days to establish they are entitled to the funds. (This period commences on the date their customer was prevented from withdrawing the funds); and (iii) return funds to NAB within two business days of the end of the 10 day period described in (ii) if their customer has not established they are entitled to the funds	To return the funds to you as soon as practicable
After seven months	Seek the consent of their customer to return funds. With the consent of their customer return the funds to NAB	To return the funds to you as soon as practicable

Complaints

For information about making a complaint about the outcome of a mistaken internet payment report or how we have dealt with it, please see clause 13 Complaints in Part B of this booklet.

Our obligations if we are notified about a mistaken internet payment by another ADI

If NAB is notified by a Sending ADI that funds have been credited to your account as the result of a mistaken internet payment by its customer, NAB will act in accordance with the obligations of the Receiving ADI described in 51A.2 including the obligations to return funds in your account to the Sending ADI where applicable.

52 Fees

52.1 NAB's standard fees relating to the service, including the use of the service, are payable by you in accordance with clauses 52.2 to 52.4.

- 52.2 NAB may debit your billing account with its standard fees relating to the service or use of service which are detailed in the 'A Guide to Fees and Charges – Personal Banking Fees'.
- 52.3 If there are insufficient funds in your billing account, NAB will debit relevant fees or charges to the relevant account even if that causes the account to become overdrawn or NAB may require you to pay the fees in any other manner NAB acting reasonably determines. This may result in your account being overdrawn. In this situation, you may be charged default interest in accordance with clause 4.
- 52.4 If you close your billing account, NAB will automatically select another account to which fees and charges relating to the service may be debited. If no account satisfactory to NAB exists, NAB may immediately cancel the availability of the service to you until such time that you open an account satisfactory to NAB or NAB may require you to pay the fees in any other manner NAB determines.

53 NAB Telephone Banking service

Use of the service

- 53.1 NAB Telephone Banking is automatically available to you if you are designated by NAB as a 'personal customer'. It is available on application if you are designated by NAB as a 'business customer'.
- 53.2 NAB will provide you with a NAB ID and a temporary password, which will be valid for 28 days from the date of issue automatically for a 'personal customer' and on acceptance of your application for NAB Telephone Banking for a 'business customer'.

54 User responsibilities relating to NAB Telephone Banking

- 54.1 A user may change a password by using the service. NAB reserves the right, at any time without notice, to cancel access to the service by a user and to cancel a NAB ID or a password.
- 54.2 The service may be used only with a correct NAB ID and password. You must ensure that you and all authorised users of the service:
- (a) choose a new password whenever you are required to do so by NAB
 - (b) keep the password secret and do not write it down anywhere; and
 - (c) take care to prevent the unauthorised use of the password.
- 54.3 If a password becomes known to any unauthorised person, the user must notify NAB immediately. NAB will cancel the password and give you a new one. If a user considers there has been an error in relation to the use of a password, you must let NAB know immediately.
- 54.4 NAB may allow access to an account by any person using a NAB ID and password correctly.

55 Liability for unauthorised transactions for personal EFT transactions

In respect of unauthorised transactions for personal EFT transactions, your liabilities are governed by clause 39.

56 Instructions to NAB

Subject to clause 39:

- (a) an instruction to NAB by a user cannot be stopped once it is received by NAB;
- (b) where reasonably necessary for its business purposes, NAB need not act on or may delay acting on any such instruction;

- (c) except for NPP Payments, which must be processed by NAB as soon as practicable after the instruction is given, an instruction may be processed at the option of NAB on the next banking day after the instruction is given;
- (d) the accuracy of information about an account a user obtains through the relevant service is subject to checking by NAB as part of its normal procedures; and
- (e) NAB is not responsible for any breakdown or interruption to the relevant service.

Subject to clause 11A.7, NAB is not liable for any loss or damage caused directly or indirectly to a user as a result of NAB's failure to act or delay in acting on any instruction given to it by a user.

57 Recording of telephone calls

NAB may arrange for all telephone calls to the service to be recorded for training and quality control purposes.

58 Fees

You must pay to NAB its standard fees relating to the service, including the use of the service which are detailed in 'A Guide to Fees and Charges – Personal Banking Fees'. Fees will be debited to an account selected by NAB.

59 BPAY Payments terms and conditions (excluding Osko)

59.1 BPAY Scheme

NAB is a member of the BPAY Scheme. The BPAY Scheme is:

- (a) an electronic payments scheme through which a user with BPAY access, can request NAB to make payments (BPAY Payments) to participating organisations ('billers') who tell you that you can make payments to them through the BPAY Scheme (BPAY Payments);
- (b) a scheme through which you can receive or access bills or statements electronically (BPAY View) from participating billers nominated by:
 - (i) receiving an email sent to you whenever a bill or statement is received by us which directs you to link to the service via nab.com.au; or
 - (ii) accessing the service via nab.com.au

NAB will tell you if NAB is no longer a member of the BPAY Scheme. When a user tells NAB to make a BPAY Payment, the user must give NAB the required information specified in clause 59.4. NAB will then debit the specified account with the amount of that BPAY Payment.

59.2 How to use the BPAY Scheme

- (a) A BPAY Payment can be made from any account provided:
 - (i) NAB will allow transfers from the account;
 - (ii) there are sufficient funds or credit available in the account to meet the value of the BPAY Payment; and
 - (iii) the relevant biller agrees to accept the account.
- (b) When a credit card is used to pay a bill through the BPAY Scheme, NAB treats that payment as a credit card purchase transaction.
- (c) You acknowledge that the receipt by a biller of any mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the user and that biller.

59.3 **Valid payment direction**

BPAY Payment instructions will be valid if, when the instruction is given to NAB, the NAB ID and password is used correctly.

59.4 **Information you must give NAB**

To instruct NAB to make a BPAY Payment, a user must:

- (a) enter the correct NAB ID and password;
- (b) enter and select the appropriate biller code;
- (c) select the appropriate 'from' account;
- (d) enter the customer reference number;
- (e) enter the amount to be paid; and
- (f) confirm the details entered (if correct).

NAB shall not be obliged to effect a BPAY Payment if NAB is not given all of the above information or if any of the information given to NAB is inaccurate.

59.5 **Payments**

- (a) NAB will not accept your instructions to stop a BPAY Payment once instructed to make that BPAY Payment.
- (b) A user should notify NAB immediately if the user becomes aware of making a mistake (except for errors relating to payment amount, which should be notified to the biller) when instructing NAB to make a BPAY Payment, or if the user did not authorise a BPAY Payment made from your account.
- (c) Subject to clause 59.8, billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the biller to whom it is directed:
 - (i) on the date that BPAY Payment is made, if NAB is told to make the BPAY Payment before NAB's cut-off time for BPAY Payments on a banking day; or
 - (ii) on the next banking day, if NAB is told to make a BPAY Payment after NAB's cut-off time for BPAY Payments on a banking day, or on a non-banking day.
- (d) A delay might occur in the processing of a BPAY Payment where:
 - (i) there is a public or bank holiday on the day after NAB is told to make a BPAY Payment;
 - (ii) NAB is told to make a BPAY Payment either on a day which is not a banking day or after NAB's cut-off time for BPAY Payments on a banking day;
 - (iii) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
 - (iv) a biller fails to comply with its obligations under the BPAY Scheme.
- (e) While it is expected that any delay in processing for any reason set out in clause 59.5 (d) will not continue for more than one banking day, any such delay may continue for a longer period.
- (f) A user must be careful to ensure that NAB is told the correct amount to be paid. If a user instructs NAB to make a BPAY Payment and a user later discovers that:
 - (i) the amount NAB was told to pay was greater than the amount needed to be paid, you must contact the biller to obtain a refund of the excess.

- (ii) the amount NAB is told to pay was less than the amount needed to be paid, you can make another BPAY Payment for the difference between the amount actually paid to a biller and the amount needed to be paid.

59.6 **Liability for mistaken payments, unauthorised transactions and fraud**

(a) If under this clause you are liable for an unauthorised or fraudulent payment as a result of a BPAY billing error and the ePayments Code applies, then your liability is limited to the lesser of:

- (i) the amount of that unauthorised or fraudulent payment; and
- (ii) the limit (if any) of your liability set out in clause 39 of this booklet.

If (ii) applies, then NAB will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

(b) NAB will attempt to make sure that BPAY Payments are processed promptly by the participants in the BPAY Scheme. A user must tell NAB promptly if the user:

- (i) becomes aware of any delays or mistakes in processing BPAY Payments;
- (ii) did not authorise a BPAY Payment that has been made from your account; or
- (iii) thinks that you have been fraudulently induced to make a BPAY Payment. NAB will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause. However, except as set out in clauses 59.6, and 39 to 40, NAB will not be liable for any loss or damage (including consequential loss or damage) a user suffers as a result of using the BPAY Scheme.

The longer the delay between when you tell NAB of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. If this is the case, you will need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

(c) If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, NAB will credit that amount to your account. However, if a user was responsible for a mistake resulting in that payment and NAB cannot recover within 20 banking days of NAB attempting to do so the amount of that payment from the person who received it, you must pay NAB that amount.

(d) If a BPAY Payment is made in accordance with a payment direction which appeared to NAB to be from you or on your behalf but for which you did not give authority, NAB will credit your account with the amount of that unauthorised payment. However, you must pay NAB the amount of that unauthorised payment if:

- (i) NAB cannot recover within 20 banking days of NAB attempting to do so that amount from the person who received it; and
- (ii) the payment was made as a result of a payment direction which did not comply with NAB's prescribed security procedures for such payment directions as set out in these terms and conditions.

If NAB is able to recover part of the amount of that payment from the person who received it, you must only pay NAB the amount of that payment that was not able to be recovered.

(e) If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss (including any consequential loss) unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that

person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

- (f) If a BPAY Payment made by a user falls within the type described in clauses 59.6(c) or 59.6(d) and the payment also falls within the type described in clause 59.6(e) then NAB will apply the principles stated in clause 59.6(e).
 - (i) Except where a BPAY Payment is a mistaken payment referred to in clause 59.6(c), an unauthorised payment referred to in 59.6(d), or a fraudulent payment referred to in 59.6(e), BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where a user has a dispute with the biller about any goods or services a user may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

IMPORTANT

Even where a BPAY Payment has been made using a credit card or a charge card no 'chargeback' rights will be available under the BPAY Scheme.

- (g) Subject to clause 11A.7, you agree to pay or reimburse NAB against any loss or damage NAB may suffer due to any claim, demand or action of any kind brought against NAB arising directly or indirectly because a user acted negligently or fraudulently in connection with this agreement.

59.7 Suspension

NAB may suspend your right to participate in the BPAY Scheme at any time including your use of BPAY View. Examples of where we may do this include where your account is inactive and where NAB believes on reasonable grounds that your continued participation in the BPAY scheme may cause loss to NAB or to you. These examples are for guidance only and do not prevent NAB from suspending access for any other reason.

59.8 BPAY payment cut-off times

There are cut-off times and processing times for biller payments.

- (a) NAB Telephone Banking cut-off times 6.30pm Australian Eastern Standard Time or Australian Eastern Standard Summer Time in Sydney (whichever is applicable).
- (b) NAB Internet Banking cut-off times

Please refer to the FAQs section at nab.com.au for further details.

However, the payment may take longer to be credited to a biller if you tell NAB to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details.

59.9 When a biller cannot process a payment

If NAB is advised that a payment cannot be processed by a biller, NAB will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY Payment; and
- (c) take all reasonable steps to assist in making the BPAY Payment as quickly as possible.

59.10 Account records

You should check your account records carefully, and promptly report to NAB as soon as you become aware of any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

NAB is not liable for loss suffered by a user where:

- (a) there is no breach of a legal duty of care owed to you by NAB or by any of its employees or agents; or
- (b) such loss or damage is not reasonably foreseeable result of any such breach.

Subject to clause 11A.7, NAB will not be responsible for any loss or damage resulting from a breach by you of any term of these terms and conditions.

60 BPAY View – only applicable to NAB Internet Banking

60.1 What you need to do to use BPAY View

You need to register in order to use BPAY View on **nab.com.au**

Register by logging into the service at **nab.com.au** and selecting to register for BPAY View.

60.2 Registering with BPAY View

If you register for BPAY View, you agree:

- (a) to NAB disclosing to billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact you are our customer) as is necessary to enable the billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
 - (ii) that an event in clause 60.3(b) (c), (d), (e) or (f) has occurred;
- (b) to NAB or a biller (as appropriate) collecting data about whether you access your emails, our service and any link to a bill or statement;
- (c) to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purposes of clause 60.2 NAB are the agent for each biller nominated by you under (a) above.

You can deregister a biller at anytime and the biller will be removed from your list of billers. The de-registration is effective immediately.

60.3 Bills – paper and electronic

You may receive paper bills and statements from a biller instead of electronic bills and statements:

- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a biller deregister from BPAY View;
- (c) if NAB receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to NAB undelivered;
- (e) if NAB are aware that you are unable to access your email or our service or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for an extended period.

NAB accepts no liability to provide you with a paper bill or statement in any of these circumstances unless NAB is the biller.

60.4 **Notice of bills or statements**

You agree that when using BPAY View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when you receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on the service without an email then the bill or statement is received by you:
 - (i) when a notification is posted on the service, whether or not you choose to access the service; and
 - (ii) on the service;
- (c) bills and statements delivered to you, unless deleted by you, remain accessible through the service for the period determined by the biller up to a maximum of 18 months after which time they will be deleted, whether paid or not;
- (d) you will contact the biller if you have any queries in relation to bills or statements.

60.5 **What you must do**

You must:

- (a) check your emails or the service at least weekly;
- (b) tell NAB if your contact details including email address change;
- (c) tell NAB if you are unable to access your email or the service or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive notifications (eg. it has sufficient storage space available).

Unless expressly provided for in these terms and conditions NAB is not responsible for arranging for or ensuring that any biller you nominate will make bills and statements available to you. If you fail to receive bills and statements from a biller or the bill or statement is not available to be viewed using BPAY View you should contact the applicable biller to obtain a paper bill or statement.

60.6 **Biller consent**

If you tell NAB that a BPAY Payment made from your account is unauthorised, you must first give NAB your written consent addressed to the biller who received the BPAY Payment, consenting to NAB obtaining from the biller information about your account with that biller or the BPAY Payment. If you do not give NAB that consent, the biller may not be permitted under law to disclose to NAB the information NAB needs to investigate or rectify that BPAY Payment.

60.7 **BPAY View billing errors**

For the purposes of clause 60.7, a BPAY View billing error means any of the following:

- (a) if you successfully registered with BPAY View;
 - failure to give you a bill (other than because you failed to view an available bill);
 - failure to give you a bill on time (other than because you failed to view an available bill on time);
 - giving a bill to the wrong person;
 - giving a bill with incorrect details

- (b) if your BPAY View deregistration has failed for any reason:
- giving you a bill if you have unsuccessfully attempted to deregister.

60.8 If a billing error occurs:

- (a) you must immediately, upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

60.9 For the purposes of clauses 60.7 to 60.9, you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

61 Privacy and BPAY

61.1 In addition to clause 60.2, if you register to use the BPAY Scheme, you:

- (a) agree to NAB disclosing to billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
- (i) such of your personal information as is necessary to facilitate your registration for or use of the BPAY Scheme;
 - (ii) such of your transactional information as is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payments information will be disclosed to BPAY Pty Ltd, through its agent, the billers financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd through its agent, to the biller; and
 - (iii) that an event in clause 60.3 (b), (c), (d), (e) or (f) has occurred.

61.2 You must notify NAB, if any of your personal information changes and you consent to NAB disclosing your updated information to all other participants in the BPAY Scheme referred to in clause 61.1 as necessary.

61.3 You can request access or correction to your information held by NAB, BPAY Pty Ltd or its agent, Cardlink Services Limited. For more information on how to access or correct your information held by NAB please see NAB's Privacy Policy www.nab.com.au/privacy or call 13 22 65. For more information on how to access or correct your information held by BPAY Pty Ltd or its agent, please see BPAY's Privacy Policy at <http://www.bpay.com.au/Privacy.aspx>

61.4 You can make a complaint about the way your personal information is handled by NAB, BPAY Pty Ltd or its agent, Cardlink Services Limited. For more information on how you can make a complaint about NAB's handling of your information, please see NAB's Privacy Policy available at www.nab.com.au/privacy or call 13 22 65. For more information on how you can make a complaint about BPAY Pty Ltd or its agent's handling of your information, please see BPAY's Privacy Policy at <http://www.bpay.com.au/Privacy.aspx>

61.5 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View. To contact BPAY Pty Ltd please telephone (02) 9646 9222 or email info@bpay.com.au.

Part G PayID, Osko and New Payments Platform

This Part G sets out terms and conditions applicable to use of the PayID service, Osko and other NPP Payments. This Part G applies in addition to your account terms and conditions in Part A, the general matters set out in Part B, and, where applicable Parts C to F.

62 About PayID

- 61.1 PayID is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of a BSB and account number.
- 62.2 For some account types, you can create a PayID (eg. your mobile number, email address or ABN) to be linked to your account. Once a PayID is created, any payments which a person makes to that PayID will be directed to the account to which that PayID is linked ('the Linked Account'). For eligible accounts, refer to the Product Comparison Table.
- 62.3 Each PayID can only be linked to one account at a time, but an account can have multiple PayIDs linked to it. For example, you can create your mobile number and email address as PayIDs to the same account (in which case payments made to either PayID type will be directed to the same account), but you can't create your mobile number or email address as the PayID for more than one account at a time.
- 62.4 Where your account is held in joint names, each accountholder can link a PayID to the account.
- 62.5 You are not obliged to create or use a PayID for your account. You can continue to operate your account without a PayID, in which case payments to your account will require your BSB and account number.

63 Your PayID

63.1 Creating your PayID

- (a) You can create a PayID for your eligible account through a NAB online banking service that supports PayID creation. We will not create a PayID for you without your prior consent.
- (b) In creating a PayID, you represent and warrant that:
 - (i) you own or are otherwise authorised to use the PayID;
 - (ii) the PayID is current, accurate and complete; and
 - (iii) you agree to your PayID being registered in the Pay ID Service.
- (c) We can refuse your request to create a PayID where:
 - (i) we have not yet completed verifying your identity; or
 - (ii) we are not satisfied that you own or are otherwise authorised to use that PayID; or
 - (iii) we reasonably suspect that the PayID is or has been or will be used for a fraudulent purpose; or
 - (iv) we are required to so by law or by the operator the New Payments Platform; or
 - (v) the PayID is already created.
- (d) Where your attempt to create a PayID fails because that PayID is already created by someone else in the PayID service, we will try to assist to resolve this by contacting the financial institution or other entity that registered that PayID, who is then required to contact the

customer to which the PayID is registered to establish if that customer has the right to use the PayID. If that person cannot establish that they are the rightful owner of the Pay ID, their financial institution is required to close that PayID.

63.2 **PayID Name**

A PayID Name must be registered with your PayID. When you create your PayID, we will either:

- (a) issue you a PayID Name; or
- (b) enable you to select your own PayID Name from a list we provide you.

We will not permit selection of a PayID Name that we consider could mislead or deceive a payer into sending you NPP Payments intended for another payee.

63.3 **Privacy and disclosure**

- (a) By creating your PayID you acknowledge that you consent to our recording of your PayID, Pay ID Name and account details in the PayID service to enable payers to make NPP Payments to you, and to the extent that such recording and use constitutes a disclosure and use of personal information within the meaning of the Privacy Law, consent to that disclosure and use.

(b) **Disclosure of PayID Name and PayIDs to third parties**

To help payers identify who they are paying, your PayID Name may be displayed alongside your PayID to any person that enters your PayID as the address for an intended payment. For example, if your mobile number is your PayID, then any person who enters your mobile number in the payee address field of their internet banking may see your PayID Name attached to that mobile number.

(c) **PayID and joint accounts**

Where you hold a joint account, other accountholders may be able to see messages and notifications associated with payments and other messages addressed to your PayID.

63.4 **Transferring your PayID to a different account**

- (a) You can transfer your PayID to another account with us, or to an account with another financial institution. You can do this through one of our online channels that supports PayID maintenance.
- (b) A transfer of your PayID to another account with us will generally be effective immediately.
- (c) A transfer of your PayID to another financial institution is completed by that institution. You will need to follow that financial institution's PayID creation process.
- (d) Until the transfer is completed, payment to your PayID will continue to be directed to your current Linked Account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your current Linked Account. You can try to transfer your PayID again at any time.

63.5 **Maintaining PayID details**

- (a) You must keep your PayID details current, accurate and complete.
- (b) You must close your PayID immediately if you no longer own or have authority to use your PayID.

63.6 **Locking your PayID**

- (a) You may wish to temporarily stop payments to your PayID. You can do this by locking your PayID through the 'PayID Maintenance' function in the relevant electronic banking service.

- (b) We can lock your PayID at any time without notice if we reasonably suspect that your PayID is being, or may be, used to procure payments fraudulently.
- (c) You will not be able to transfer your PayID or receive payments addressed to your PayID while your PayID is locked.

63.7 Closing a PayID

- (a) You can close your PayID through the 'PayID Maintenance' function in the relevant electronic banking service. Closing a PayID results in removal of your PayID from the PayID service.
- (b) We can close your PayID where:
 - (i) we are not satisfied that you own or are otherwise authorised to use that PayID; or
 - (ii) We reasonably suspect that the PayID has been or is being used to procure payments fraudulently; or
 - (iii) your PayID has remained locked or inactive for a period that we reasonably consider to be excessive; or
 - (iv) we are required to do so by law or by the operator of the New Payments Platform.
- (c) We will automatically close your PayID if the Linked Account for that PayID is closed.

63.8 Payments to your PayID

You acknowledge that not all accounts and payment types support payment to a PayID. The ability for a payer to pay to your PayID depends on the payer's financial institution and on the type of payment to be made. As a result, in some cases you may need to provide your BSB and account number to the payer.

63.9 Payments from your PayID using PayTo

You can set up a PayTo Agreement using your PayID. For further information about PayTo Agreements, see Part H.

63.10 Mistaken and Misdirected Payments

Where we and the sending financial institution determine that an NPP Payment made to your account is either a mistaken internet payment or a payment made in error, we may, without your consent, and subject to complying with any other applicable terms and conditions and laws, deduct from your account an amount equal to that mistaken internet payment or payment made in error. A payment made in error includes a fraudulent payment, a payment relating to a scam affecting you or any other person, an over payment, a duplicate payment, a payment error made by NAB or a misdirected payment. Refer to clause 51A for more information regarding handling of mistaken payments.

64 Making Payments to a PayID

- 64.1 When you enter the PayID in the payee field of the relevant service, we will check to confirm that the PayID has been registered in the PayID service. Where it has, we will display to you on screen PayID Name attached to that PayID. You must check that the name displayed matches the person that you intend to pay. If you do not recognise the name or the name does not match who you intend to pay, you should contact your intended payee to confirm that all details are correct before proceeding to make payment. Incorrect details could result in a payment to the wrong account and may result in loss of your funds. The PayID service must only be used for the purpose of making a payment. You must not use or disclose any information obtained from the PayID service for any purpose other than making a payment. If we reasonably suspect that you are misusing the PayID service, we may immediately disable your access to any NAB digital channel or account at our discretion.

64.2 When you direct a payment or other message to a PayID connected to a joint account, the other accountholders may be able to see the messages and notifications associated with the payment.

64.3 **How we process future dated payments to a PayID**

- (a) We may attempt to make the payment at any time on the scheduled payment date. As a result you should ensure that you have sufficient funds available throughout the day to satisfy the withdrawal. We may decline to process the payment if, at the time we try to make the payment you don't have sufficient funds in your account.
- (b) On the scheduled payment day, before we try to make the payment we will check the PayID service to confirm whether the PayID is still registered and whether there has been a change in the name attached to the PayID since the time you set the payment up. We won't be able to process the payment if the PayID is no longer registered or is locked, and we won't process the payment if the name attached to the PayID has changed. You should check the payment status at the end of the day that the payment was scheduled to be made to confirm whether it has gone through.

65 **Osko**

65.1 **About Osko**

- (a) We subscribe to Osko under the BPAY Scheme.
- (b) All eligible accounts can receive Osko Payments. However, you will need to use an online banking channel in order to view full remittance details or other data that is sent with an Osko Payment to your account. For eligible accounts, refer to the Product Comparison Table.

65.2 **Payments**

- (a) You can make Osko Payments through our online banking channels that support Osko Payments.
- (b) You can make Osko Payments to a PayID or to a BSB and account number, provided that the account that you are paying is able to receive Osko Payments. Some payees might not be able to receive Osko or NPP Payments, depending on their account type and their financial institution.
- (c) If the PayID or account that you entered does not accept Osko Payments, we may send the payment as another NPP Payment type. In this case, we will still send the payment in near real-time but the timing of making the funds available to the payee is at the discretion of the receiving bank.
- (d) You should ensure that all information you provide in relation to any Osko Payment or other NPP Payment is correct as we will not be able to cancel an Osko Payment or other NPP Payment once it has been processed.
- (e) Where you make an Osko Payment or other NPP Payment using a credit or debit card, no 'chargeback' rights will be available in relation to the payment.

65.3 **Transaction Limits**

We may impose limits on the value of any Osko Payment, or the aggregate value of Osko Payments or other NPP Payments permitted over a particular period. These limits may be different from limits that apply to other payment types.

65.4 **Suspension and termination**

- (a) We may suspend your ability to make Osko Payments or other NPP Payments at any time under clause 12A.

- (b) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.
- (c) We will be required to terminate the Osko service if our membership of BPAY or our participation in Osko is suspended, ceases or is cancelled. We will provide you with as much notice as possible if this occurs.

65.5 **Privacy and confidentiality**

- (a) In order to provide you with services under Osko, we may need to disclose your Personal Information to BPAY and/or its Service Providers. If we do not disclose your Personal Information to BPAY or its Service Providers, we will not be able to provide you with services under Osko.
- (b) Accordingly, you agree to our disclosing to BPAY, its service providers and such other participants involved in Osko such Personal Information relating to you as is necessary to facilitate the provision of Osko to you.

Part H: PayTo Agreements

This Part H sets out the terms and conditions applicable to the use of PayTo. This Part H applies in addition to your account terms and conditions in Parts A and C, the general matters set out in Part B, Part F where applicable and Part G.

66 Application of these terms & conditions

- 66.1 The terms and conditions in this Part H take effect when we make PayTo available to you. It is expected to be available early 2023.
- 66.2 To establish a PayTo Agreement, you must have an eligible Account and satisfy the additional eligibility criteria set out in clauses 67.9, 67.10 and 67.11. Refer to the Product Comparison Table in this booklet for eligible accounts.
- 66.3 NAB Internet Banking or the NAB app is required to establish and use PayTo with your eligible Accounts. You can arrange to access your Account through NAB Internet Banking if you are not already a user and NAB will register you, subject to NAB's standard terms and conditions for the service. In some limited circumstances, PayTo Agreements can be managed by calling us.

67 Creating a PayTo Agreement

- 67.1 PayTo allows you to establish and authorise agreements with Merchants or Payment Initiators who offer PayTo as a payment option.
- 67.2 If you establish a PayTo Agreement with a Merchant or Payment Initiator that offers PayTo:
 - (a) You'll be required to provide the Merchant or Payment Initiator with your personal information including BSB and account number or PayID.
 - (b) Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
 - (c) The Merchant or Payment Initiator may require you to agree to additional terms and conditions related to the supply of their goods or services. Should you enter into a contract with the Merchant or Payment Initiator for the provision of goods or services, that contract is separate to the PayTo Agreement.
- 67.3 PayTo Agreements are recorded by Financial Institutions in the Mandate Management Service. The Merchant or Payment Initiator is responsible for creating and submitting a record of each PayTo Agreement to their Financial Institution for inclusion in the Mandate Management Service.
- 67.4 The Mandate Management Service will notify us of the creation of any PayTo Agreement established using your BSB and account number or PayID details.
- 67.5 You'll need to have a valid NAB ID and password to access your PayTo Agreement in an eligible NAB banking channel.
- 67.6 Where the PayTo Agreement meets our eligibility criteria, you'll be requested to authorise or decline each PayTo Agreement presented for your approval:
 - (a) If you authorise it, we'll record your authorisation against the PayTo Agreement in the Mandate Management Service and the PayTo Agreement will be activated.
 - (b) If you decline it, we'll record your decline against the PayTo Agreement in the Mandate Management Service and the PayTo Agreement will not be activated. Declining a PayTo Agreement may not cancel your obligations to the Merchant or Payment Initiator. You might need to make alternative payment arrangements to meet your obligations. Declining the

PayTo Agreement may result in you not receiving goods or services and the Merchant or Payment Initiator may impose fees.

- 67.7 You'll need to authorise a PayTo Agreement within 6 calendar days. If you don't authorise the agreement within that time, the PayTo Agreement creation request will expire and you'll no longer be able to authorise it. A Merchant or Payment Initiator may recall the request any time before you authorise it or it expires.
- 67.8 If you believe the payment amount or frequency or other detail presented in a PayTo Agreement is incorrect, you may decline the PayTo Agreement and contact the Merchant or Payment Initiator and, where appropriate, have them change and re-send the PayTo Agreement request.
- 67.9 Authorising and managing PayTo Agreements is only available on eligible Accounts where each account holder is authorised to operate the account alone, subject to clause 67.11.
- 67.10 Each account holder will be able to authorise and manage a PayTo Agreement where the PayTo Agreement references the Account by BSB and account number. Where a PayTo Agreement references the Account by PayID, the account holder who created the PayID will be able to authorise and manage the PayTo Agreement. Authorised third parties on the Account cannot authorise or manage a PayTo Agreement.
- 67.11 Changes to the Account transacting authority won't impact on payments under any existing PayTo Agreement which will continue in accordance with its terms. Where the Account authority changes from each account holder being authorised to operate the account alone, management of existing PayTo Agreements will be limited to viewing and cancelling.
- 67.12 The liability of account holders under an Account is not affected by whether a PayTo Agreement references the Account by BSB and account number or PayID, or whether a particular account holder authorises the agreement. For example, the liability of account holders for joint accounts remains joint and several.
- 67.13 You should regularly check your eligible NAB banking channel for requests in relation to PayTo Agreements. We may offer the ability to receive active notifications in relation to your PayTo Agreements (for example, when a new agreement is received or when the status changes). If this is available, you must have registered your contact details for the purposes of receiving notifications from us including a valid mobile phone number and email address and allow in-app push notifications. The notification may provide details of:
 - (a) the Merchant or Payment Initiator named in the PayTo Agreement;
 - (b) the payment amount and the payment frequency (if these are provided by the Merchant or Payment Initiator);
 - (c) other information related to the PayTo Agreement.

68 Processing Payments

- 68.1 Once you've authorised a PayTo Agreement, we'll process the payment instructions stated in the PayTo Agreement.
- 68.2 Payment instructions may be submitted to us for processing immediately after you've authorised the PayTo Agreement so you must ensure the details of the PayTo Agreement are correct before you authorise them.
- 68.3 Payments under your PayTo Agreements will be processed as NPP Payments.
- 68.4 If your PayTo Agreement includes a PayID to identify your Account, the terms and conditions as specified in Part G apply to your use of the PayID.
- 68.5 If your PayTo Agreement specifies the use of Osko to make payments, the terms and conditions as specified in Part G apply to your use of Osko.

- 68.6 You acknowledge that not all accounts and payment types support PayTo Agreements. For eligible accounts, refer to the Product Comparison Table in this booklet and clauses 67.9, 67.10 and 67.11.
- 68.7 The ability for a Merchant or Payment Initiator to create a PayTo Agreement with you depends on various factors such as the Merchant or Payment Initiator's Financial Institution and on the type of payment to be made.
- 68.8 Payments may be processed on any day, at any time of day following a request from the Merchant or Payment Initiator's Financial Institution unless a date or time is specified in your PayTo Agreement by the Merchant or Payment Initiator. You should ensure that you have sufficient funds available throughout the day to satisfy your payments. We may decline to process the payment if, at the time we try to make the payment, you don't have sufficient funds in your Account.
- 68.9 Where the payment has failed due to insufficient funds in your Account, the Merchant or Payment Initiator may attempt to deduct the payment from your Account several times following the payment failure. If attempted, the timing and frequency of each retry is at the discretion of the Merchant or Payment Initiator.
- 68.10 Payments can only be processed where the Account or PayID specified in the PayTo Agreement is open and accessible for the purpose of processing debit transactions. If your Account or PayID is not accessible for any reason at the time of payment, the payment will fail.
- 68.11 Where a PayTo Agreement specifies payments are to be made as a particular NPP Payment type (such as Osko), we'll process your payments as that payment type where it is supported by us. If the payment type isn't supported by us, the PayTo Agreement will be rejected.
- 68.12 Where a PayTo Agreement doesn't specify a particular NPP Payment type, we will send the payment as one of the available NPP Payment types as selected by us. In this case, we'll still send the payment in near real-time but the timing of making the funds available to the recipient is at the discretion of the receiving bank.

69 Changing a PayTo Agreement

- 69.1 Your PayTo Agreement may be changed by the Merchant or Payment Initiator from time to time.
- 69.2 You may authorise or decline any change request presented for your approval. If you decline the request, the change will not be made. A declined change request will not affect the PayTo Agreement and payments will continue as previously authorised unless further action is taken to change the PayTo Agreement.
- 69.3 Change requests which are not authorised or declined within 6 calendar days of being sent to you, will expire. If you don't authorise or decline the change request within this period, the change request will be deemed to be declined.
- 69.4 If you decline the change request because it doesn't reflect the updated terms of the agreement that you've agreed with the Merchant or Payment Initiator, you may contact them and have them resubmit the change request with the correct details. We're not authorised to vary the details in a change request submitted by the Merchant or Payment Initiator.
- 69.5 Subject to clause 67.13, we may send you active notifications of proposed changes to the payment terms of your PayTo Agreement as requested by the Merchant or Payment Initiator prompting you to provide your approval. Such changes may include a variation of the payment amount, where a fixed amount is specified in the PayTo Agreement, or the payment frequency.
- 69.6 We may offer the ability for you to change your PayTo Agreement. If this is available, once a PayTo Agreement has been established, you may change your name or Account details in the PayTo Agreement only. Account details may only be replaced with a BSB and account number of an eligible Account or a PayID that you own and is registered to one of your eligible Accounts. If

you wish to change the account details to refer to an account with another Financial Institution, where available, you may initiate a Transfer instruction. Refer to clause 71.

- 69.7 Once a change request has been confirmed by you, we'll promptly update the Mandate Management Service with this information and any changes you've authorised will then be deemed effective.
- 69.8 We may decline to act on the instruction to change your PayTo Agreement if we're not reasonably satisfied that the request is legitimate.
- 69.9 You may not request us to change the details of the Merchant or Payment Initiator, or any other party that is associated with your PayTo Agreement.

70 Pausing your PayTo Agreement

- 70.1 We may offer the ability to pause and resume your PayTo Agreement. If this is available, you may instruct us to pause and resume your PayTo Agreement. We'll act on your instruction to pause or resume your agreement promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's Financial Institution of the pause or resumption.
- 70.2 During the period that the PayTo Agreement is paused, we'll not process payment instructions in connection with the PayTo Agreement.
- 70.3 Pausing a PayTo Agreement without alternative payment arrangements may result in you not receiving goods or services and the Merchant or Payment Initiator imposing fees.
- 70.4 Merchants and Payment Initiators may pause and resume any PayTo Agreement with you. If the Merchant or Payment Initiator pauses a PayTo Agreement to which you're a party, subject to clause 67.13, we may provide you an active notification to advise you that your PayTo Agreement is paused and also of any subsequent resumption.

71 Transferring your PayTo Agreement

- 71.1 We may offer the ability to Transfer your PayTo Agreement. If this is available:
 - (a) You may elect to have payments under your PayTo Agreement made from an account at another Financial Institution. You may initiate the Transfer with us and we'll provide you with a Transfer ID to provide to your new Financial Institution to enable them to complete the Transfer.
 - (b) Your new Financial Institution will be responsible for having you authorise the Transfer and also updating the PayTo Agreement in the Mandate Management Service. The updated PayTo Agreement will become effective upon being updated in the Mandate Management Service.
 - (c) Until the Transfer is completed, the PayTo Agreement will remain linked to your Account with us. If the other Financial Institution does not complete the Transfer within 14 calendar days, the Transfer will be deemed ineffective and payments under the PayTo Agreement will continue to be made from your Account with us.
- 71.2 We may offer the ability to Transfer a PayTo Agreement that you have with another Financial Institution to us. If this is available:
 - (a) You'll need to obtain a Transfer ID from that institution and provide it to us. Where you instruct us to process the Transfer from another Financial Institution to us, we'll use reasonable endeavours to do so within 14 calendar days from receiving your instruction.
 - (b) If we're unable to complete the Transfer within 14 calendar days from the time your other Financial Institution provides you with a Transfer ID, the Transfer will be deemed ineffective

and the payments under the PayTo Agreement will continue to be made from your account with the other Financial Institution.

- (c) We don't guarantee that all PayTo Agreements will be transferrable to us.

72 Cancelling your PayTo Agreement

- 72.1 You may instruct us to cancel a PayTo Agreement on your behalf. We'll act on your instruction promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's Financial Institution of the cancellation.
- 72.2 If you cancel your PayTo Agreement on the date that a payment is due, but after the payment has been processed, you accept the payment will have been made and not be recoverable.
- 72.3 Cancellation of your PayTo Agreement doesn't cancel any obligations you may have with the Merchant or Payment Initiator. You may need to contact the Merchant or Payment Initiator to ensure any future obligations with them are cancelled or to make alternative payment arrangements. Cancelling a PayTo Agreement without alternative payment arrangements may result in you not receiving goods or services and the Merchant or Payment Initiator imposing fees.
- 72.4 Merchants and Payment Initiators may cancel PayTo Agreements. If the Merchant or Payment Initiator cancels a PayTo Agreement to which you're a party, we may actively notify you of that cancellation subject to clause 67.13.
- 72.5 Once a PayTo Agreement is cancelled payments will cease and you'll not be able to resume the PayTo Agreement.
- 72.6 We may cancel your PayTo Agreements at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to us or you, including where we suspect that the service is being used or will be used for fraud.

73 Migration of Direct Debit arrangements

- 73.1 Merchants and Payment Initiators who have existing Direct Debit arrangements with you may migrate these arrangements to PayTo Agreements (a Migrated Direct Debit).
- 73.2 You're entitled to written notice from the Merchant or Payment Initiator for any migration of your Direct Debits and changed processing arrangement as specified in your Direct Debit Service Agreement. If you don't consent to the migration of the Direct Debit arrangement you must advise the Merchant or Payment Initiator.
- 73.3 We're not obliged to provide you notice of a Migrated Direct Debit for you to accept or decline.
- 73.4 If available, we may deliver active notifications when a Migrated Direct Debit is established to advise you of the migration subject to clause 67.13.
- 73.5 When a Migrated Direct Debit is established, a period of 5 full calendar days will lapse before the first payment can be processed in accordance with the Migrated Direct Debit.
- 73.6 Once a Migrated Direct Debit is established, payments will be processed in accordance with the relevant PayTo Agreement and these terms, and you can manage it like other PayTo Agreements.

74 Liability

To the maximum extent permitted by law, we're not liable for any loss incurred by you or any other person where:

- (a) we fail to deliver a PayTo Agreement where you don't have an eligible Account, PayID or access to an eligible NAB banking channel;

- (b) we've acted consistently with a PayTo Agreement authorised by you or a Migrated Direct Debit;
- (c) we've acted in accordance with your instructions, or you fail to promptly give us instructions, in relation to a PayTo Agreement including authorising, declining, pausing, resuming and cancelling the agreement;
- (d) we're unable to process a payment under a PayTo Agreement because there are insufficient funds in your Account or your Account is closed, an applicable limit would be exceeded, or the relevant PayID has been deregistered or linked to an ineligible Account;
- (e) we pause or cancel a PayTo Agreement because we reasonably suspect there's a risk of misuse, fraud, breach of security, or loss to us or you've failed to confirm the details of a PayTo Agreement after being requested to do so by us;
- (f) a Merchant of Payment Initiator pauses or cancels a PayTo Agreement;
- (g) we're unable to access the Mandate Management Service or process a payment under a PayTo Agreement because of the unavailability of the service or our inability to access it; except to the extent the loss is caused by our fraud, wilful misconduct or gross negligence.

Your liability for unauthorised PayTo payments will be governed by the provisions of clauses 39 and 40.

75 General

75.1 Your responsibilities

- (a) You must ensure that you carefully consider any PayTo Agreement creation request, or change request made in respect of your PayTo Agreement or Migrated Direct Debit. This includes ensuring you're familiar with the particulars of the agreement including the Merchant or Payment Initiator.
- (b) You must notify us immediately if you no longer hold or have authority to operate the Account from which a payment under a PayTo Agreement or Migrated Direct Debit has been or will be made.
- (c) You're responsible for ensuring your Account or PayID specified in a PayTo Agreement from which you expect payments to be made, is not closed or de-registered.
- (d) You're responsible for ensuring your PayID specified in a PayTo Agreement from which you expect payments to be made is not transferred to another Account in respect of which PayTo Agreement payments are ineligible.
- (e) You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a PayTo Agreement or Migrated Direct Debit for misuse, fraud or for any other reason by calling us on **13 22 65**.
- (f) You're responsible for ensuring that you comply with the terms of any agreement that you've with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you're responsible for any loss that you incur in connection with the cancellation or pausing of a PayTo Agreement or Migrated Direct Debit by you which is in breach of any agreement, contract or future obligation that you've with that Merchant or Payment Initiator.
- (g) You're responsible for ensuring that you have cleared sufficient funds in your Account to meet the requirements of all your PayTo Agreements and Migrated Direct Debits. Subject to any applicable laws and binding industry codes, we'll not be responsible for any loss you incur as a result of your Account having insufficient funds.

- (h) If you receive a PayTo Agreement creation request or become aware of payments being processed from your Account that you're not expecting or experience any other activity that appears suspicious or erroneous, please report such activity by calling us on **13 22 65** or dispute a transaction by visiting our website **nab.com.au** and completing the transaction dispute form. We'll acknowledge receipt of the report and the user should record or retain this acknowledgment.
- (i) From time to time you may receive a notification from us requiring you to confirm that all of your PayTo Agreements and Migrated Direct Debits are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing or cancelling your PayTo Agreements or Migrated Direct Debits.
- (j) If you use a smartphone to do your banking, we recommend that you enable notifications from the NAB app to your smartphone to ensure that you're able to receive and respond to any notification that we may send to you in a timely way.
- (k) Your usage, establishment and management of PayTo Agreements and Migrated Direct Debits are subject to Part F NAB Internet Banking and Telephone Banking terms and conditions. You're responsible for ensuring that:
 - (a) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;
 - (b) you don't use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and
 - (c) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person. For more information on the acceptable use of our services, refer to Part F NAB Internet Banking and Telephone Banking terms and conditions.
- (l) All intellectual property, including but not limited to PayTo and all associated documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the period during which we offer PayTo to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement.
- (m) Where an intellectual property infringement claim is made against you, we'll have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
 - (a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
 - (b) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
 - (c) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
 - (d) your failure to use Our Intellectual Property in accordance with this agreement.
- (n) You may terminate this agreement with us by closing your eligible Account with us. For the avoidance of doubt, you may cancel each individual PayTo Agreement you may have with the Merchant or Payment Initiator as per the terms outlined in clause 72.
- (o) You must comply with all applicable laws in connection with your use of PayTo.

75.2 Our responsibilities

- (a) We'll accurately reflect all information that you provide to us in connection with a PayTo Agreement or a Migrated Direct Debit in the Mandate Management Service.
- (b) To the extent it applies, we'll comply with relevant parts of the ePayments Code in relation to the provision of PayTo.
- (c) We may monitor your PayTo Agreements or Migrated Direct Debits for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your PayTo Agreements or Migrated Direct Debits if we reasonably suspect misuse, fraud or security issues.
- (d) We may suspend or terminate your ability to use PayTo at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to us or you, including where we suspect that the service is being used or will be used for fraud.
- (e) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.

75.3 Privacy

By confirming a PayTo Agreement or permitting the creation of a Migrated Direct Debit, you acknowledge and agree that:

- (a) you authorise us to collect, use and store your information, including account details and the details of your PayTo Agreements and Migrated Direct Debits in the Mandate Management Service and that we may collect this information from the Merchant or Payment Initiator and their Financial Institution.
- (b) your information may be disclosed to the Mandate Management Service and Financial Institution for the Merchant or Payment Initiator, for the purposes of providing you with PayTo, including creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.
- (c) we'll otherwise handle your information in accordance with our Privacy Policy which can be found at www.nab.com.au/common/privacy-policy which includes information about how you may access or seek correction of personal information we hold about you or make a privacy related enquiry or complaint.

Definitions and Interpretation

Parts A and B

The following definitions apply throughout the terms and conditions set out in each Part of this booklet, unless otherwise stated. Also other words used in Parts A and B have the meaning as defined in other Parts of this booklet.

Meaning of words

‘**account**’ means your transaction or savings account issued by NAB.

‘**accountholder**’ means a person who has an account in their own name or, if in joint names, in respect of which NAB may act on the instructions of any one or more of them.

‘**AEDT**’ means Australian Eastern Daylight Time.

‘**AEST**’ means Australian Eastern Standard Time.

‘**Banking Code of Practice**’ or ‘**Code**’ mean the Banking Code of Practice, but before 1 July 2019 refer to the Code of Banking Practice (2013 version).

‘**banking day**’ means a day other than a Saturday, Sunday or a day gazetted as a public holiday throughout Australia.

‘**NAB**’ means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns.

‘**National Australia Group**’ means National Australia Bank Limited ABN 12 004 044 937 and its related bodies corporate.

‘**person**’ includes an individual, a firm, a body corporate, an unincorporated association or an authority.

‘**you/your**’ means the accountholder(s) who opens the account and if there is more than one, you means each of them separately and every two or more of them jointly. You includes your successors and assigns and in relation to your rights to operate the account, any other authorised signatory to the account acting within his or her authority.

Interpretation

Reference to Product Disclosure Statement (PDS) in ancillary documents – where the context requires a reference to a Product Disclosure Statement or a PDS for NAB Off-sale Personal Transaction Products listed in this booklet, in any brochure, letter, application form or other document issued by NAB shall be construed as a reference to these terms and conditions.

Part C

Meaning of words

The following definitions apply to Part C only. Other words used in Part C have the meaning as defined in other Parts of this booklet.

‘**Monthly Account Service Fee**’ The fee payable on the last banking day of a month and debited at any time after that, usually no later than on the first banking day of the following month.

‘**Fee Waiver for Minimum Monthly Balance**’ When you maintain the minimum monthly balance on your account, where applicable the monthly account service fee is waived.

‘**Non-NAB ATMs**’ Includes any balance enquiry or withdrawal from a non-NAB branded ATM.

‘EFTPOS’ Lets you pay for goods or services and may let you withdraw cash at the same time, directly from your NAB deposit accounts or credit card. When NAB refers to EFTPOS this includes non-NAB branded machines.

‘Designated rural branch’ Selected rural branches that generally do not provide access to NAB ATMs.

‘Overseas access’ Access to overseas ATMs have additional charges. Refer to NAB’s booklet ‘A Guide to Fees and Charges – Personal Banking Fees’ for further information.

Part D

Meaning of words

The following definitions apply to Part D only. Other words used in Part D have the meaning as defined in other Parts of this booklet.

‘additional NAB Visa Debit cardholder’ means a person you have authorised to operate your NAB Visa Debit account and to be issued with a NAB Visa Debit card.

‘available balance’ means the amount in your NAB Visa Debit account less any outstanding authorisations set out in clause 20.2.

‘card’ means a card issued by NAB for use in relation to your account. It may include NAB Debit card, NAB Visa Debit card and Deposit Only Cards.

‘card details’ means:

- (a) Your NAB Visa Debit card number; and
- (b) Your NAB Visa Debit card expiry date, as set out on your NAB Visa Debit card or any representation of those details which allow a transaction to be performed.

‘cash withdrawal’ means cash supplied by use of your NAB Visa Debit card on your NAB Visa Debit account including each such amount converted in accordance with clause 23.2.

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

‘contactless purchase’ means 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 and without having to insert or swipe the card; or
- (b) when available, waving or tapping an eligible device (eg. mobile phone device or wearable device) in front of a contactless reader to transmit linked card details using Near Field Communication and complying with any required contactless authentication method.

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

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

‘merchant’ means a provider of goods and services.

‘NAB Visa Debit account’ means an eligible account issued by NAB which can be linked to a NAB Visa Debit card.

‘NAB Visa Debit card’ means a card issued by NAB for use on your NAB Visa Debit account and may include a NAB Visa Debit card or a NAB Gold Visa Debit card.

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

‘purchase’ means each amount charged by the supplier for the supply of any goods or services purchased by the use of a card (including a BPAY transaction), including each such amount converted in accordance with clause 23.2.

‘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 accessed by the card or to enable the card or the account to be used through an electronic banking facility, and the making of any payment to your account. Some examples of use of a card are:

- (a) physical use of the card in an ATM 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 card details to a merchant by telephone or internet or via Near Field Communication at a contactless reader;
- (d) nominating the card details in a mail order or other authority to a merchant;
- (e) entering the card number or any identifying number issued in relation to the account accessed by the card under NAB’s Telephone Banking facility into a device connected to that facility; and
- (f) any transaction conducted on the account accessed by the card through NAB’s Internet Banking facility.

‘Visa card scheme’ means Visa International Service Association card payment scheme.

‘you’ means a person to whom the NAB Visa Debit card is issued and which is linked to a NAB Visa Debit account and, where relevant, also means an additional NAB Visa Debit cardholder.

Part E

Meaning of words

The following definitions apply to Part E only. Other words used in Part E have the meaning as defined in other Parts of this booklet.

‘accountholder’ means the person in whose name a nominated account is held.

‘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 EFT transaction’ means the part of an electronic funds transfer which is the debiting of value from or crediting of value to a business account.

‘card’ has the same meaning as set out in the meaning of words for Part D.

‘card details’ has the same meaning as set out in the meaning of words for Part D.

‘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.

‘contactless authorisation method’ has the same meaning as set out in the meaning of words for Part D.

‘contactless purchase’ has the same meaning as set out in the meaning of words for Part D.

‘contactless reader’ has the same meaning as set out in the meaning of words for Part D.

‘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 an electronic funds transfer to or from an account which is initiated through electronic equipment using a card details and/or card, card account details or PIN or contactless authentication method (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;
- any funds transfer through a NAB channel with separate terms and conditions such as:
 - (i) NAB Telephone Banking; or
 - (ii) NAB Internet Banking

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

‘electronic equipment’ means any electronic equipment which may be used in conjunction with a card or card account details including but not limited to ATMs, EFTPOS terminals, contactless readers, personal computers, telephones, wearable devices or devices with integrated virtual assistants to carry out an EFT transaction.

To clarify, a PIN may not always be required as part of the authentication method when making purchases/payments via digital wallets (eg. on a mobile phone or wearable device) and/or through devices with integrated virtual assistants.

Alternative authentication methods like a device code or biometric identifier (like fingerprint, voice and facial recognition) may be required in place of a PIN.

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

‘merchant’ has the same meaning as set out in the meaning of words for Part D.

‘nominated account’ means an account which can be accessed by using your card and PIN and/or card details as authorised by the account holder. This also includes an account that you have designated as your main account under clause 30.2.

‘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 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 32.1.

‘use’ has the same meaning as set out in the meaning of words for Part D.

‘you’ means a cardholder or an account holder.

Part F

Meaning of words

The following definitions apply to Part F only. Other words used in Part F have the meaning as defined in other Parts of this booklet.

‘account’ means if you are designated by NAB as a ‘personal customer’, each account you have, which NAB has determined is accessible by the service and, if you are designated by NAB as a ‘business customer’, each account which you have nominated in your application for the service as varied by you from time to time.

‘authentication service’ means a device and/or mechanism issued by NAB designed for secure user authentication to access the service. For example SMS Security or other device or mechanism issued from time to time.

‘authorised user’ means a person who has been authorised under clause 38 to access or operate an account through the service.

‘biller’ see clause 59.1.

‘billing account’ means your account selected by NAB or a user under these terms and conditions as the account to which:

- (a) transfers of an amount made from a NAB credit card account to another financial institution are returned if the transaction cannot be successfully completed for any reason; and
- (b) fees relating to the service may be debited unless the description of a fee in NAB’s personal banking fees brochure specifies another account to which that particular fee will be debited in which case ‘billing account’ means that other account.

This account may be known on the service as a ‘billing account’, a ‘nominated transaction account’, or any other term nominated by NAB from time to time through the service or otherwise.

‘BPAY Pty Ltd’ ABN 69 079 137 518 of Level 6, 1 York Street, Sydney, NSW 2000. www.bpay.com.au

‘BPAY payments’ see clause 59.1.

‘BPAY view’ see clause 59.1.

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

‘business EFT transaction’ means the part of an electronic funds transfer which is the debiting of value from or crediting of value to a business account.

‘Cardlink Services Limited’ ABN 60 003 311 644, Level 4, 3 Rider Boulevard, Rhodes, New South Wales, Australia. Telephone (02) 9646 9222. www.cardlink.com.au

‘cut-off time’ in respect of a banking day means, for the purposes of payments or any other purpose under the terms and conditions in this Part E, the time by which the instruction relating to that purpose must be completed, which times are determined by NAB from time to time as follows:

- NAB Telephone Banking cut-off times. Refer to clause 59.8.
- NAB Internet Banking cut-off times. Refer to the FAQs section at nab.com.au

‘electronic equipment’ means any electronic equipment which may be used in conjunction with a card or card account details including but not limited to ATMs, EFTPOS terminals, contactless readers, personal computers, telephones and mobile devices to carry out an EFT transaction.

‘Electronic Transactions Act’ means the Electronic Transaction Act 1999 (Cth) and each analogous State and Territory enactment.

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

‘FAQs’ means the list of Frequently Asked Questions set out in nab.com.au

‘merchant’ has the same meaning set out in the meaning of words for Part D.

‘NAB ID’ means a NAB Identification Number issued by NAB.

‘password’ means the password authorised by NAB for you or an authorised user to use to access the service.

‘personal EFT transaction’ means an electronic funds transfer to or from accounts using the service which is not a business EFT transaction.

‘service’ means the service NAB makes available through the Internet and the telephone to enable the receipt and transmission of information (including electronic receipt and transmission of information in relation to an account).

‘unauthorised transaction’ means any personal EFT transaction which you or an authorised user did not engage in or have knowledge of or consent to even though your NAB ID and/or password or (if relevant) the authorised user’s NAB ID and password were used to generate the disputed transaction.

‘user authentication’ means the authentication service made available by NAB to a user when using the service to make payments or a certain value.

‘user’ means you or an authorised user or either of these, as the context requires.

‘you/your’ means an accountholder who has received the terms and conditions set out in this booklet and otherwise you means an accountholder who has accepted the terms and conditions in Part F.

Part G

Meaning of words

The following definitions apply to Part G and where used in other parts of this booklet. Other words used in Part G have the meaning as defined in other Parts of this booklet.

‘BPAY Scheme’ means the scheme operated by BPAY which governs the way in which we provide Osko to you.

‘Misdirected Payment’ means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or Linked Account information in the PayID service

‘NPP’ means the New Payments Platform.

‘NPP Payments’ means payments cleared and settled via the NPP, and includes Osko Payments.

‘Osko’ means the Osko payment service provided by BPAY.

‘Osko Payment’ means a payment made by or on behalf of a payer to a payee using Osko

‘Organisation ID’ means an identifier for a customer that is a business customer or organisation, constructed in accordance with specified rules.

‘PayID’ means any of the following, which can be linked to a financial account for the purpose of directing NPP Payments or instructions to that account:

- (a) telephone number or email address;
- (b) for business customers, their ABN, ACN, ARBN or ARSN or an Organisation ID; or
- (c) any other type of identifier as permitted by NPP and supported by us.

‘PayID Name’ means the name registered with a PayID, intended to help identify the owner of the Pay ID in the PayID service.

‘PayID service’ means the payment addressing service for sending and receiving NPP Payments.

Part H

Meaning of words

The following definitions apply to Part H. Other words used in Part H have the meaning as defined in other Parts of this booklet.

‘Account’ means your account with us and is identified by your BSB and account number.

‘BECS’ means the Bulk Electronic Clearing System administered by Australian Payments Network Limited ABN 12 155 136 519 or its successors.

‘Direct Debit’ means an arrangement authorised by you to debit your account through BECS.

‘Direct Debit Service Agreement’ means the agreement you’ve signed to enable Direct Debits to be processed from your Account.

‘Financial Institution’ means a bank or other financial institution or payment processor who offers PayTo to its customers.

‘Mandate Management Service’ means the central, secure database operated by NPP Australia Limited where PayTo Agreements are stored.

‘Migrated Direct Debit’ means a PayTo Agreement that’s been established in order to process payments under an existing Direct Debit via the New Payments Platform rather than BECS.

‘Merchant’ means a merchant or business with which you’ve established, or would like to establish, a PayTo Agreement.

‘Our Intellectual Property’ has the meaning as given in clause 75.1.1).

‘PayTo’ means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a PayTo Agreement you’ve established with a Merchant or Payment Initiator that subscribes to the service.

‘PayTo Agreement’ means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.

‘Payment Initiator’ means an approved payment service provider other than your bank, who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.

‘Transfer’ means to change the account from which payments are made under a PayTo Agreement from one held at a Financial Institution to one held at another.

‘Transfer ID’ means a unique identification number generated by the Mandate Management Service in connection with a request to Transfer one or more PayTo Agreements.

‘we’, ‘us’, ‘our’ and **‘NAB’** means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns. Note that the defined term applies whether a capital letter is used or not.

‘you’ and **‘your’** means the account holders who opened the Account and if there is more than one, you means each of them separately and every two or more of them jointly. You and your includes your successors and assigns and in relation to your rights to operate the account. Note that the defined term applies whether a capital letter is used or not.

Privacy Notification

This notification covers National Australia Bank Ltd 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. Please only provide personal information to us if you agree to the collection, use and disclosure of your information in accordance with this Notification, our Privacy Policy and any other arrangements that apply between us.

NAB is now the credit provider and issuer of financial and credit products previously issued by Citigroup Pty Ltd ('Citi') in Australia. NAB acquired the business relating to these products, and Diners Club Pty Ltd ('Diners Club'), from Citi on 1 June 2022. This privacy policy covers Diners Club and the NAB Group's handling of personal information in connection with the financial and credit products previously issued by Citi.

If you are a customer (or customer representative) of our business activities in the UK or the EU, our other privacy documents may be relevant to you. For more information read our **European Union General Data Protection Regulation Privacy Statement** or **General Data Protection Regulation Privacy Statement – UK**.

How we collect information from you

We'll collect personal information from you directly whenever it is practicable, for example when you submit a form, provide us with identity verification information, either in person or remotely (including by secure video conference or voice authentication), give us a call or drop into one of our branches. We also collect information about your use of our websites (including via cookies) and our mobile applications. This includes the collection of information about your location, how you login, use and interact with our online and app services and the technology device(s) that you use to do so. (See our Cookies Policy www.nab.com.au/cookies for more information).

If you apply for employment with us, our collection and processing of your information is governed by a separate privacy disclosure document hyperlinked on our recruitment web page.

Sometimes we collect your personal information from third parties. 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

We may also collect information about you from other sources. For example, we may collect publicly available information about you including from public registers and social media or from third parties. For instance, we do this where:

- we distribute or arrange products on behalf of others, including our business partners;
- we are the issuer of credit or other financial products or services promoted by a white-label business partner;
- we have been unable to contact you and are attempting to confirm or update your contact details;
- we need information from third parties, such as a Credit Reporting Body, about an application you make through us;
- we require additional information for customer authentication or identity verification purposes; required in connection with the detection, prevention or investigation of suspected fraudulent or other criminal activity or serious misconduct;
- we are checking the security you are offering;
- we can gain insights 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 or partnership arrangements with;
- you request that we exchange information with your legal or financial advisers or other representatives.

We may combine information that we hold about you with information appropriately collected from external sources such as those described above.

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 taxation 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 is required to collect and disclose information to US authorities if you are a US citizen or tax resident. If you are a US citizen or tax resident, you must advise NAB by calling **1300 550 316** between 9am and 5pm (AEST/ADST) Monday to Friday.

How we use your information

Because we offer a range of services and products, collecting personal information allows us to provide and administer our products and services and to otherwise operate our business. This means we may use your information to:

- provide you with information about our products and services, including the availability of financial help, guidance and advice;
- consider an application you make for a product or service, including to assess your eligibility;
- process applications and provide our products and services;
- respond to your enquiries, requests and complaints, vary products and services, conduct market research, take any required legal action and manage our relevant product portfolios;
- identify you or verify your authority to act on behalf of a customer;
- gain insights about you so that we can serve you better, understand your preferences and interests, personalise your experience and to enhance products and services you are offered and receive;
- tell you about other products or services that may be of interest to you, or to run 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 unsubscribe or otherwise opt out;
- identify opportunities to improve our products and services and improve our service to you;
- determine whether a beneficiary will be paid a benefit;
- assist in arrangements with other organisations (such as loyalty program partners) in relation to a product or service we make available to you;
- allow 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);
- prevent, detect and investigate any actual or suspected fraudulent or criminal activity or other serious misconduct;
- comply with our obligations under applicable laws, regulations and codes; and
- achieve any purpose for which you have requested or given your consent for.

You can let us know at any time if you no longer wish to receive direct marketing offers (see ‘Contact Us’). 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 the email.

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.

For more information about how we use credit information, please refer to our Credit Reporting Policy contained in our Privacy Policy (at Attachment 1).

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 a requested product or service;
- manage or administer your product or service;
- personalise your experience with us;
- verify your identity, including to detect fraudulent or unauthorised attempts by third parties to access or operate your accounts; or
- let you know about other products or services that might better meet your financial, e-commerce and lifestyle needs.

Sharing your information

To make sure we can meet your specific needs, to otherwise operate our business and for the purposes described in 'How we use your personal information', we exchange your personal information with others.

Sharing with the Group

We may exchange 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 information about you that we hold across the Group to provide us with a complete understanding of you and your needs.

Sharing with Citigroup Pty Ltd

As noted above, NAB is the credit provider and issuer of financial and credit products previously issued by Citigroup Pty Ltd ('Citi') in Australia. NAB acquired the business relating to these products, and Diners Club Pty Ltd ('Diners Club'), from Citi on 1 June 2022.

We have formally appointed Citi to assist us to distribute and administer the products previously issued by Citi and Diners Club (prior to 1 June 2022) as we transition these products onto our systems and platforms. NAB and Citi have agreed to and implemented robust privacy and security controls and procedures to ensure that your personal information remains secure during this period of business transition. You can view the Citi privacy policy online at citibank.com.au/privacy.

If you apply for, or have, a Citi or Diners Club branded product or a partner product previously issued by Citi, your personal information will be shared between NAB and Citi for purposes related to the distribution and administration of that product. Please refer to the '**How We Use Your Information**' section above for more details about uses of personal information that may be made in connection with the distribution and administration of financial and credit products.

Sharing with credit reporting bodies

If you have applied for a new credit product or hold a credit product with us, when we're checking your credit worthiness and at other times, we might exchange information about you with credit reporting bodies. This may include information about the date you opened (and closed) a credit account, the account type, the credit limit, your repayment history, any temporary or permanent hardship arrangements and details relating to any defaults or serious credit infringements. 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 your identity and are not a credit check and do not impact upon your credit report or credit rating.

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 in connection with certain products or services;
- 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 detect, identify, investigate and/or prevent suspected or actual fraudulent or other criminal activity or serious misconduct;
- service providers that assist with fraud detection and prevention;
- 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;
- companies that we partner with in connection with arranging or distributing our financial or credit 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);
- where you've given your consent or at your request, including to your representatives, advisors, translators or (if you are experiencing vulnerability) other nominated assistance parties; and
- to State or Territory Government bodies COVID-19 contact tracing authorities, where the disclosure is required by law or reasonably necessary to protect public health and safety or the health and safety of any individual.

Sharing outside of Australia

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

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 systems. 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. For more information about how we use and disclose credit information, please refer to our Credit Reporting Policy contained in our Privacy Policy (at Attachment 1).

Accessing your information

You can request access to 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) in our Privacy Policy, available at www.nab.com.au/privacy or by calling **13 22 65** and asking us for a copy.

Accessing your data or making a complaint under the Consumer Data Right (CDR) is covered under our CDR complaints and access policy at www.nab.com.au/common/privacy-policy/consumer-data-right-policy.

Correcting your information

Please contact us if your contact details change. You can also request that we correct information that we hold about you. You have special rights to request the correction of credit information. You can find out how to request the correction of your information (including your credit information) in 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 concern or 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 in 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 exchange 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.

illion

- www.checkyourcredit.com.au
- illion's credit reporting policy is set out at <https://www.illion.com.au/legal/illion-credit-reporting-policy-australia>
- **Phone: 1300 734 806**
- **Mail:** Public Access Centre illion 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/privacy-policy
- **Phone: 1300 783 684**
- **Mail:** Consumer Support Experian Australia
PO Box 1969, North Sydney NSW 2060

Equifax Australia Information Services and Solutions Pty Limited

- www.mycreditfile.com.au
- Equifax's credit reporting policy is set out at <https://www.equifax.com.au/credit-reporting-policy>

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.

For more information visit

nab.com.au

or call us on **13 22 65**

8am – 7pm AEST Monday to Friday

9am – 6pm AEST Saturday to Sunday

or ask at your **local branch**

Help for people with hearing or speech difficulties. Contact us on **13 22 65** through the National Relay Service.