

# NAB BUSINESS CARD

conditions of use

Effective 31 July 2008

a little word for a big life



**nab**

# CARDHOLDER CONDITIONS OF USE

Any use of NAB MasterCard Business Card or NAB Visa Business Card (in these conditions 'Card') issued to you to operate the Account is subject to the following Conditions of Use. These Conditions of Use apply in accordance with NAB Business Card Facility Terms and Conditions under which the Card was issued. In these Conditions of Use 'the Account' means the account in the name of the Customer established by the Customer in accordance with NAB Business Card Facility Terms and Conditions.

## Issue of a card

- Any Card issued by National Australia Bank Limited ABN 12 004 044 937 ('NAB') to you is for use on the Account as agent for the Customer subject to these Conditions of Use. The Card is issued on the understanding that each presentation by you constitutes a request by the Customer for credit to be extended to the Customer in accordance with NAB Business Card Facility Terms and Conditions.
  - 'Customer' means the company or persons authorising the issue of a Card to you (and being the 'Customer' as defined in the NAB Business Card Facility Terms and Conditions).
- NAB may at times issue a new Card to you which will also be subject to these Conditions of Use.
- You agree the Card is the property of NAB.

## Use of a card

- A Card will not be accepted unless it carries your signature and is used during the period shown on the Card.
- A Card will normally be honoured by banks and merchants displaying the scheme sign.
  - However, card scheme promotional material displayed on any premises is not to be taken as a warranty by NAB or merchants carrying on business on those premises that all goods and services may be purchased with your Card. NAB will not be liable

for any refusal of any merchant or bank to accept or honour your Card.

- (c) Subject to any applicable law, NAB will not be responsible for goods or services supplied to you. Any complaints must be resolved with the merchant.
- 6 The minimum amount of a cash advance may vary from bank to bank and scheme to scheme. NAB's minimum amount for a cash advance conducted over the counter at a NAB branch is A\$20.
  - 7 Your Card may only be used until such time as NAB cancels your Card, which it may do at any time without notice. Upon being notified that NAB has cancelled your Card, you undertake to return that Card to NAB or to the Customer.
  - 8
    - (a) You may apply to use your Card in NAB's electronic banking facilities. Upon receipt of the Card or Card Account Details (as defined in the Conditions of Use for Electronic Banking (card based)), whichever is received first, the use of the Card and Card Account Details will be subject to the Conditions of Use for Electronic Banking (card based). However, note 6.5 and the guidelines on security in 6.6 in the Conditions of Use for Electronic Banking (card based) apply immediately upon receipt of the Personal Identification Number ('PIN').
    - (b) In the event of a conflict between the Conditions of Use and the Conditions of Use for Electronic Banking (card based) the Conditions of Use for Electronic Banking (card based) shall prevail. For the purposes of 2.1 of the Conditions of Use for Electronic Banking (card based), you may nominate the Account together with any cheque or savings or other acceptable account which you are solely authorised by NAB to operate.
  - 9 A Card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law in the cardholder's jurisdiction.

## International transactions

For the purposes of this clause, any reference to 'single currency transactions' and 'multi currency transactions' means:

'multi currency transaction' means a transaction made in a currency other than Australian dollars with an internationally or Australian-designated merchant, an international ATM or overseas bank.

'single currency transaction' means a purchase transaction made in Australian dollars with an internationally-designated merchant.

If a card or account is used to make international transactions the way amounts are processed for listing on your statement of account depends on the relevant credit card scheme and the type of transaction.

### (a) **MasterCard**

#### (i) **Multi Currency Transactions**

Purchases, cash advances, refunds and any other charges originating in United States dollars (USD) are converted to Australian dollars (AUD) as at the date of processing by MasterCard International (MasterCard), using a government-mandated exchange rate or a wholesale exchange rate obtained by MasterCard from a range of international currency providers.

Purchases, cash advances, refunds and any other charges originating in a currency other than AUD or USD are converted to USD by MasterCard and then to AUD using the exchange rates described above.

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

A NAB International Transaction Fee, specified in your Offer Letter, is charged to you in accordance with 7.1(d) for purchases and cash advances. The NAB International Transaction Fee is the sum of a MasterCard scheme fee and a NAB Processing Fee. The MasterCard scheme fee is calculated with reference to the USD amount by MasterCard during the conversion process, charged to NAB and on-charged by NAB to you. The NAB Processing Fee is calculated with reference to the converted AUD amount.

(Note: MasterCard converts a refund using the exchange rates applicable as at the date of processing by MasterCard. This means that the refund may be converted using an exchange rate different from the one used to convert the original purchase.)

(ii) **Single Currency Transactions**

By your agreement with the merchant, purchases are converted to AUD by the merchant at the point of sale using exchange rates provided by a third party. These transactions are subject to a NAB International Transaction Fee as specified in your Offer Letter and charged to you in accordance with 7.1(d).

The NAB International Transaction Fee is the sum of a MasterCard scheme fee and a NAB Processing Fee. The MasterCard scheme fee is calculated with reference to a USD amount used by MasterCard during the processing of the transaction, charged to NAB and on-charged by NAB to you. The NAB Processing Fee is calculated with reference to the AUD amount shown on your statement of account.

(Note: The merchant converts a refund using the exchange rates applicable as at the date of processing the refund. This means that the refund may be converted using an exchange rate different from the one used to convert the original purchase.)

(b) **Visa**

(i) **Multi Currency Transactions**

Purchases, cash advances, refunds and any other charges, incurred in currencies other than Australian dollars (AUD) are converted to AUD (directly from United States, Canadian, New Zealand and Singapore dollars, pounds sterling, euros and Japanese yen or, if in a currency other than these currencies, first to United States dollars) as at the dates they are processed by Visa International (Visa) using exchange rates determined by them. The exchange rates used by Visa to convert a foreign currency transaction to AUD are wholesale market rates selected by Visa from within a range of wholesale rates or the government-mandated rate, in effect one day prior to the Visa Central Processing Date.

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

A NAB International Transaction Fee, specified in your Offer Letter is charged to you in accordance with 7.1(d) for purchases and cash advances. This fee is the sum of a fee charged by Visa to NAB (and on-charged by NAB to you) and a NAB Processing Fee, both calculated on the converted AUD amount during the currency conversion process.

(Note: Refunds incurred in currencies other than AUD are converted to AUD as at the date they are processed by Visa using exchange rates determined by them. This often results in the refund being converted using an exchange rate different from the one used to convert the original purchase.)

(ii) **Single Currency Transactions**

By your agreement with the merchant, purchases are converted to AUD by the merchant at the point of sale using exchange rates provided by a third party. These transactions are subject to a NAB International Transaction Fee as specified in your Offer Letter and charged to you in accordance with 7.1(d).

The NAB International Transaction Fee is the sum of a Visa scheme fee charged by Visa to NAB (and on-charged by NAB to you) and a NAB Processing Fee, both calculated on the AUD amount during the processing of the transaction.

(Note: The merchant converts a refund using an exchange rate applicable as at the date of processing the refund. This means that the refund may be converted using an exchange rate different from the one used to convert the original purchase.)

## Credit limit

- 11 The credit limit applicable to the Card issued to you to access the Account is the amount notified to you by NAB or the Customer.

You must not exceed the credit limit applicable to the Card.

## Lost and stolen cards, and unauthorised use of cards

- 12 (a) If your Card is lost or stolen within Australia you must immediately notify NAB by calling 1800 033 103. If your Card is lost or stolen outside Australia, you must notify a bank displaying the appropriate scheme sign. In either case, you must also notify the Customer.
- (b) You will be required to give NAB all the information you have about how the loss occurred.
- (c) You acknowledge that the Customer may have liability for transactions made by use of the Card until NAB receives notice from you or the Customer.
- 13 You should immediately notify the Customer of any unauthorised mail, telephone, or Internet order arising from the use of the Card.

## Variation

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

For more information call

**13 10 12**

8am – 8pm EST

Monday to Friday

or visit [nab.com.au](http://nab.com.au)



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