

NAB Portal Pay

Terms & Conditions – Payees

Effective 1 May 2024

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1. NAB Portal Pay

a.	NAB Portal Pay provides an efficient payment reconciliation solution for Payees. Its terms and conditions are separate to, and operate in addition to, the Associated Product terms and services below:
	i. NAB Statutory Trust Account
	ii. NAB Connect
	iii. NAB BPAY [®] Biller
	iv. NAB Direct Debit
	v. NAB Gateway Facility
	vi. NAB Pay by Bank Service
b.	NAB Portal Pay gives you access to the following services:
	i. Enhanced Statement Files and Payer Reference Number (PRN) generation through NAB Connect.
	ii. Transactional Data Feeds directly to your Software Provider (if you provide data feed authorisation and if your software provider is integrated with NAB).
	iii. Uploading your existing reference numbers you may have for your Payers (subject to limitations outlined below).
	iv. Passing on transaction fees to Payers who are making their payments through NAB Portal Pay.
	v. NAB Portal Pay for your Payers so they can make payments, review payment history, add Payees, add preferred payment methods to Wallet and edit scheduled payments.
	vi. Receive a Deposit for property sales on NAB Connect via real-time payments (subject to

- Connect via real-time payments (subject to limitations outlined below).
- vii. Dedicated NAB Portal Pay support team for any enquiries.
- c. NAB Portal Pay is only available to select NAB customers who meet our eligibility criteria. This is to assist us with allocating appropriate resources so that the NAB Portal Pay customer experience is not unreasonably compromised. We are not responsible if you do not meet its eligibility criteria. Please contact us to find out if you meet our eligibility criteria.

2. Our obligations

In providing you with access to the Services, we will:

- a. Enable access to most of the features of the Services through NAB Connect.
- b. Reasonably attempt to ensure reliable access to the Services.
- c. Use reasonable endeavours to address any problems, faults or service interruptions that we are aware of as soon as practically possible.

- d. Act reasonably and fairly towards you, taking into account your and our respective business interests. That includes whenever we:
 - i. Consider any request you make.
 - ii. Decide whether to give our consent or to exercise a right, discretion or remedy.
 - iii. Set any conditions for doing any of those things.
 - iv. Make changes under clause 14.

An example of how we'll take reasonable steps to make sure you're treated fairly include giving you reasonable notice of a change. Even if we don't make a decision or do something straight away, we may still do so later on. This includes where we delay or defer doing so, or we temporarily waive a requirement.

- e. We can't promise that:
 - i. Access to the Services will be continuous or fault-free.
 - ii. Access to Associated Products will be continuous or fault-free.
 - iii. Any Reconciliation Information made available to you through your use of the Services are fault-fee, complete or fit for purpose.
 - iv. Access to Reconciliation Information will be available indefinitely.

3. Your obligations

In using the Services, you acknowledge and agree that:

- a. You must have access to NAB Connect to be able to access the Services using your own compatible device(s).
- b. The payments being received from the Payer must be paid into a NAB Statutory Trust Account. The Services won't work if payments are made into a non-NAB statutory trust account. You'll be required to open a NAB Statutory Trust Account, if you do not already have one, before you are able to use the Services.
- c. If your Software Provider is able to receive transactional data from us, you may provide data feed authorisation to allow us to share information in relation to the Associated Products with your Software Provider.
- d. In accessing and using the Services and its various features, you'll comply with these terms, the Associated Products terms and all relevant laws.
- e. You are responsible for the storage and retention of any Reconciliation Information made available under the Services which may be relevant to you or your business and retaining it in accordance with any information retention laws, including for tax purposes. While NAB will retain copies of information for the purposes of fulfilling its own legal obligations, NAB may not have the information you may require.

- f. If you open or have a NAB Direct Debit Facility, you are responsible for payments from your Payers (made on NAB Portal Pay or through a NAB Connect file upload) staying within approved Direct Debit limits and you will complete any required documentation to adjust this limit if you have been advised of any limit breaches.
- g. You will use the Services only for the purposes for which they are provided.
- h. You will keep confidential all passwords you or any other authorised user needs to access the Services.
- You may provide separate access to users based on the Services they need access to on NAB Connect. This includes the ability to Receive a Deposit into your NAB Statutory Trust Account, download Reconciliation Information and more. It is your responsibility to provide access appropriately to these users and to revoke access when required.

4. Generation of Payer Reference Numbers

Payer Reference Numbers (**PRNs**) may be generated for your Payers to use with the Service in one of the following ways:

- a. You can generate new PRNs for your Payers using NAB Connect. Where you do this, you'll need to update your references for these Payers in your Software Provider.
- b. The Services allow you to use your own payer references as PRNs, including for the purpose of making payments and registering for NAB Portal Pay, subject to the limitations in clause 7 of these terms and the following restrictions:
 - i. The existing payer references must be uploaded using the method specified by us, which is subject to change from time to time.
 - ii. The existing payer references may only be used, for the purpose of the Service, as PRNs if they are successfully uploaded by NAB. There are limitations on the style, length and type of characters that can be used as a PRN and these limitations may change from time to time.
 - iii. We aren't responsible if you accidentally share personally identifiable information when you provide existing payer references to NAB. We won't store any personal details and will only store valid payer references as part of the upload procedure.
 - iv. If some or all your existing payer references cannot be uploaded and/or processed by NAB, you'll need to issue new PRNs to your Payers using NAB Connect and update your references for these Payers in your Software Provider.

5. NAB Portal Pay access for your Payers

- a. We'll let you know the web address that your Payers can use to access NAB Portal Pay.
- b. Once you generate PRNs on NAB Connect or upload your existing payer references with NAB, you'll be able to share these PRNs with your Payers which they can use to register for NAB Portal Pay. We aren't responsible for communicating these PRNs and how your Payers may access the portal. However, we may provide you with documents and information to assist your communication.
- c. Your Payers will be able to make payments once they have registered for NAB Portal Pay. The type and frequency of the payment options available will be at our reasonable discretion.
- d. Unless we otherwise inform you, there can only be a maximum of four Payers added to the same PRN for the purpose of making payments to the associated Payee. You may see multiple payments in your transactional data from the same PRN, which may indicate split payments, by different Payers (e.g. joint tenants) who are using the same PRN. For example, if there are multiple Payers, such as tenants, living in one property paying their share of rent separately.
- e. Payers can only make payments to Payees once they have added a Payee on NAB Portal Pay by entering the PRN supplied by the Payee. Any payments made to you by your Payer on NAB Portal Pay will be settled to the NAB Statutory Trust Account under which you generated that PRN. We aren't responsible for any misdirected payments due to issuing your Payers with PRNs associated with incorrect NAB Statutory Trust Accounts.
- f. As part of the NAB Direct Debit Facility you've set up (if applicable), you're the Direct Entry user for direct debit transactions processed on NAB Portal Pay and subject to the Direct Debit Terms & Conditions you agreed to as part of this facility on NAB Portal Pay.
- g. Subject to clause 5(f), you're responsible for providing a Direct Debit Request Service Agreement, completed with your firm's details, to each Payer that you set up a payment schedule with.
- h. Where you have a NAB Direct Debit Facility and it has been enabled within NAB Portal Pay, your Payers will be able to arrange one-off, scheduled or recurring direct debits by accessing NAB Portal Pay. Where this occurs, Payers will be entering into a direct debit arrangement directly with you through NAB Portal Pay. For the avoidance of doubt, while NAB is providing the ability to you and your Payers to enter into direct debit arrangements, NAB is not a party to those arrangements nor is the direct debit arrangement between the Payer and NAB.
- i. As part of the BPAY Biller you've set up (if applicable), you're the biller for BPAY transactions processed and

subject to the BPAY Biller Agreement you agreed to as part of this facility on NAB Portal Pay.

- j. We aren't responsible for settling:
 - i. Direct debit disputes made by your Payers You will need to deal with any direct debit disputes as outlined in the Direct Debit Terms & Conditions.
 - Card-related disputes You are the merchant under the NAB Gateway Facility and, where a dispute is lodged by your Payers on NAB Gateway, in respect to one of your transactions, you are responsible for:
 - I. settling any payment related disputes lodged by your Payers on NAB Gateway; and
 - II. providing reasonable assistance to NAB or the relevant payment network provider where requested.

These requirements are in addition to any requirements which may be contained in the terms governing your NAB Gateway Facility.

- iii. BPAY disputes You are the Biller under the BPAY Biller Agreement and will be responsible for settling any payment related disputes lodged by your Payers when paying through BPAY Biller.
- k. We'll do our best to remind your Payers of upcoming scheduled payments and let Payers know when payments are unsuccessful. However, we aren't responsible for following up your Payers if their one-off, scheduled or recurring bank account or card payments fail.
- l. Your Payers can cancel their scheduled direct debits on the Portal. If a Payer cannot access the Portal to cancel their scheduled payments, they may contact us to let us know when a scheduled direct debit needs to be cancelled.
- m. Where a direct debit payment is dishonoured, NAB may provide you with a direct debit dishonour code in your direct debit returns file available on NAB Connect. Information will be available on nab.com.au outlining the meaning of the direct debit dishonour codes.

6. Receive a Deposit for Property Sales

- a. You may be able to Receive a Deposit for Property Sales. The NAB Portal Pay Receive a Deposit service is powered by Pay by Bank, NAB's real time PayTo payment option and is accessible by NAB Connect users who have been assigned with the service by your administrators.
- b. The Receive a Deposit service will allow you to request NPP Payments authorised by one-off mandates to your deposit payers.
- c. Before Receive a Deposit can be accessed for collecting deposits from property sales, you must:

- i. Advise us of your Linked Account to receive deposit amounts settled through the service.
- ii. Have your administrators on NAB Connect add Sales Agents as General Users on NAB Connect and provide them with access to the Receive a Deposit service.
- iii. Ensure you, as a Sales Agent, have a device, and a secure and stable internet connection, from which you can access NAB Connect.
- iv. Ensure your Payer understands that their details (including, but not limited to, their account number and BSB or PayID) collected through the Receive a Deposit service will be used to process the transaction.
- d. We aren't responsible for revoking access of any users if their employment status changes over time (see the NAB Digital Business Channels Terms & Conditions for more information). It's your responsibility to add, revoke and monitor user accesses over time. If your administrators on NAB Connect don't revoke access as soon as any employment changes occur, you can be exposed to the risk of receiving incorrect property deposits into your NAB Statutory Trust Account and will be responsible for refunding such amounts.
- e. We aren't responsible for any PayTo transaction limits set by the financial institutions of your Payers. Limits may apply and are subject to change over time.
- f. Payments through the Receive a Deposit service can only be made to the linked NAB Statutory Trust Account(s) to which the service has been enabled. If your NAB Statutory Trust Account details change overtime, you are responsible for notifying us and requesting your Receive a Deposit service to be linked to this account.
- g. You agree to advise all deposit payers that they don't need to make their Deposit Payment through NAB's Receive a Deposit service. You'll advise potential purchasers of the other payment options allowed by you.
- h. You agree to verify the identity of each Payer using the Receive a Deposit service. You should be satisfied that the Payer is the same person as the property purchaser on the sales contract or is sufficiently connected to that person.
- i. You understand that your Payer must complete a Payment Authorisation through their financial institution so you can successfully Receive a Deposit.
- j. You're responsible for accurately entering property details, Payer details, Deposit Payment amount and any other required information to successfully Receive a Deposit.

- k. The service can be used to make multiple payments towards the same property to make up the full required Deposit Payment, whether this is from the same Payer or different Payers.
- l. On each occasion that Receive a Deposit is used to collect Deposit Payments, you agree that you have met each condition outlined in this clause 6.

7. NAB Portal Pay limitations

Some limitations which you may experience using NAB Portal Pay include:

- a. Only users who have been provided with 'NAB Portal Pay' access by your administrators on your NAB Connect facility will be able to access the Services.
- b. Transactional Data Feeds can only be made available to your Software Provider if they have integrations with NAB. The Software Providers that are integrated with NAB may change over time. We'll advise whether your Software Provider is integrated with NAB and is eligible to receive Transactional Data Feeds. If we extend Transactional Data Feeds to additional Software Providers, we'll do our best to let you know.
- c. Your Transactional Data Feeds (if available) and Enhanced Statement Files will include data on transactions completed by your Payers using select payment methods which will be made known to you on nab.com.au/nabportalpay. Any transactions made outside these payment methods by your Payers won't be included in your Transactional Data Feeds and Enhanced Statement Files. Your Enhanced Statement Files may be updated over time to include transactions from other payment methods used by your Payers and we'll use reasonable endeavours to communicate any updates to you.
- d. You're responsible for letting your Payers know their PRNs, which they're required to use when making payments. NAB will not tell your Payers their PRNs.
- e. We're not responsible if your Payers don't reference their applicable PRN when making a payment. If your Payers choose not to use the supplied PRN, the Services may not perform as expected.
- f. You're responsible for updating PRNs with your Software Provider. You'll need to update PRNs in your Software Provider platform so that you'll be able to reconcile incoming payments against your Payer list.
- g. The Services are only available for your Linked Accounts. Linked Accounts are restricted to NAB Statutory Trust Accounts. We'll do our best to inform you if any other account types become available under this service.
- Your Linked Accounts and payment receivables services (including BPAY Biller and Direct Debit Facility) must be held with us so you can access NAB Portal Pay.

- We're not responsible for providing or holding personally identifiable information on your Payers. You'll need to maintain this information on your Software Provider platform.
- j. Your Payer will only be able to make payments, on NAB Portal Pay, by way of:
 - i. bank account if your NAB Direct Debit Facility has been set up; and/or
 - ii. card if your NAB Gateway Facility has been set up.

You can choose to set up one or both of these facilities. If you have neither of these facilities with us, your Payers won't be able to make any payments on NAB Portal Pay.

8. Disputed Payments

Disputed payments will be dealt with in accordance with the Associated Product terms and conditions for the relevant payment method used:

- a. NAB BPAY Biller Agreement where the Disputed Payment was a BPAY payment.
- b. NAB Direct Debit terms and conditions where the Disputed Payment was made by Direct Debit, processed either on NAB Portal Pay or through your uploaded direct entry files on NAB Connect.
- c. Merchant Agreement general terms and conditions – where the Disputed Payment was made by card from your Payer, processed on NAB Portal Pay.

Please note, as the payments are going into a NAB Statutory Trust Account, there are legal limitations on how we're able to deal with a disputed payment. If a Payer disputes a payment that is made on NAB Portal Pay:

- i. We'll inform you of the disputed payment and provide you with an opportunity to either:
 - a) refund the Payer; or,
 - b) provide the Payer's financial institution with information about why you disagree that a refund should be provided; and
- ii. You agree to provide us with all reasonable assistance that we may require to resolve the disputed payment; and
- iii. We'll refund the Payer, where we are legally obliged to provide the refund and you have otherwise not responded to our requests for additional information or to act. Where we refund a Payer, we will recover the funds from the account you nominated for the purpose of refunding disputed transactions.

Please refer to the above terms and conditions when considering a dispute.

9. Fees and charges

- a. We may receive a fee or charge for any payment completed on NAB Portal Pay and/or through any Associated Products.
- b. Your nominated account for fees and charges must be a NAB account in your name and cannot be a NAB Statutory Trust Account.
- c. Where a payment has been made by BPAY:
 - i. the transaction fee will be charged to your nominated account for fees and charges; and
 - ii. BPAY fees cannot be passed on to your Payers.
- d. Where a payment has been made on NAB Portal Pay by your Payer:
 - i. You may choose to pass on Direct Debit and Card transaction processing fees to Payers based on your Payment Agreement.
 - ii. You'll only be able to pass on these fees where payments are made by bank account or card by your Payer in NAB Portal Pay.
 - iii. The way you may pass on these fees may be subject to change from time to time. Information on how you may pass on fees is available on nab. com.au/nabportalpay.
 - iv. If your Payer has set up a scheduled or recurring payment and you have elected to pass on fees after this payment was scheduled, the fees cannot be passed on.
- e. Fees that apply may be standard or negotiated as agreed with us upon applying for NAB Portal Pay.
- f. You agree to pay or reimburse us for any government duties, taxes and charges in connection with the facility or transactions on the facility payable by you, the Payer or any other party in respect of any transaction.

10. Privacy and Sharing of Information

- a. You acknowledge that any information collected as part of the Services application process will be handled in accordance with our Privacy Policy, available at nab.com.au/privacy.
- b. You acknowledge that information you provide as part of the Pay by Bank section of the Services application will be shared by us with any third parties reasonably required for the purpose of opening your Pay by Bank service and otherwise in accordance with the NAB Pay by Bank Terms and Conditions.
- c. You agree that we may provide your Software Provider with information relating to any Linked Account, including account details and transaction data, with your authorisation while you have access to the Services.

- d. You acknowledge that we'll have no oversight or access to any of your information held by your Software Provider relating to your use of the Services, and we're not required to provide you with help in obtaining or purging any of your information held by your Software Provider.
- e. You acknowledge that we won't know if you've changed your Software Provider that you have authorised transaction data feeds with. You'll need to let us know as soon as possible if you change Software Providers so we can switch off your data feeds.

11. Termination and blocking access

- a. Subject to clause 11(b), you can request to terminate your access to the Services at any time through NAB Connect. This termination won't affect any obligation incurred by you or under these terms.
- b. If you request that your access to the Services be terminated, the Service will remain open until a date agreed between us.
- c. Notwithstanding anything else in these terms, you agree that:
 - i. We may, acting fairly and reasonably, temporarily block or cancel your access or close the Services:
 - I. due to unsatisfactory conduct or any other reason we deem reasonably appropriate (such as where we suspect the Service is being used for fraudulent activity). In this event, we'll try to provide you with notice in writing before your access is blocked or closed; or,
 - II. if we reasonably believe that your use of the Services or any of the Linked Accounts may breach any law in Australia or any other country, and we won't be liable to you if we do so; or,
 - III. in line with any other reasons set out in the Associated Product terms and conditions.
 - Where we block any of your Linked Accounts, any account details and transaction data relating to those blocked Linked Accounts may not be available on NAB Connect or provided to your Software Provider platform. This could impact the performance of the Services.
- d. We're not responsible or liable if we take any action under this clause 11.
- e. Any rights contained in this clause 11 are in addition to any rights NAB may have in the terms governing the Associated Products.

12. Intellectual Property

a. You acknowledge all Intellectual Property rights in the structure or organisation of the software used to provide the Services, the website associated with the Services and its user interface, and any modifications or enhancements to any of those things are proprietary to NAB, and must not be reproduced, copied or adapted in any way by you.

- b. You acknowledge none of the Intellectual Property rights described in clause 12(a) are assigned to you under these terms.
- c. You must not, without our consent, reproduce or modify any software available on NAB Connect or linked to the Services.
- d. Intellectual Property owned by the other party cannot be used by you or us without the other party's prior written consent.

13. Liability

- a. You may have rights and remedies under the Competition and Consumer Act 2010 (Cth) and the Australian Securities and Investments Commission Act 2001 (Cth).
- b. If NAB's liability to you for the breach of any term, condition or warranty implied by law is capable of exclusion, it is excluded.
- c. If we breach any condition or warranty under the Competition and Consumer Act 2010 (Cth) or Australian Securities and Investments Commission Act 2001 (Cth), our liability is limited to the re-supply of the Services or the payment of the cost of having the Services supplied again, at our discretion.
- d. Except to the extent of fraud, negligence or misconduct on our part, we're not liable for:
 - i. Loss or damage which isn't a foreseeable result of a claimed breach.
 - ii. Loss or inconvenience you suffer because any part of the Services isn't capable of normal operation, fails to process information or inaccurately or slowly processes information including, without limitation, in connection with a Linked Account or your business.
 - iii. Loss or damage you suffer as a result of relying on any insights, recommendations or other documents generated or made available to you through your use of the Services.
 - iv. Any incorrect or unauthorised amounts processed through the Receive a Deposit service or NAB Portal Pay.
- e. You indemnify us and agree to keep us indemnified against all reasonable costs, damages or expenses resulting from software or hardware contamination resulting from your use of the Services, except to the extent of NAB's fraud, negligence or misconduct.
- f. To the maximum extent legally permitted, you indemnify us against any fraudulent payments by Payers through NAB Portal Pay and the Receive a Deposit service.

14. Changes we may make

- a. Except where said otherwise in these terms, we can, at any time:
 - i. Introduce a new fee or charge.
 - ii. Vary the amount and timing of a fee or charge and the way it's calculated.
 - iii. Change any part of these terms as a result of a change to any law affecting these terms.
 - iv. Change any other part of these terms.
- b. We'll make any changes under clause 14 in accordance with any applicable legislation and industry codes. If you don't accept any change we make, you can ask us to close your Services access or stop using the Services. You won't be charged an exit fee if you close or stop using the Services.
- c. We'll give you 30 days' notice of changes made under clause 14(a). However, we may give shorter notice or no notice period if:
 - i. There's a change to, or introduction of, a government charge that you pay. If this happens, we'll let you know about it reasonably promptly after the government notifies us (however, we don't have to notify you if it is publicised by the government).
 - ii. It's reasonable for NAB to manage a material and immediate risk.
 - iii. There's a change is not unfavourable to you (for example, a reduction in a fee or charge). In this case, we may give you a shorter notice period, or no notice period, if allowed to by applicable laws or regulations.

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

- d. Where we give you a notice of a change we make, we will do so in accordance with clause 15.
- e. We may add, remove and vary features of NAB Portal Pay from time to time and we're not required to provide you with notice of these changes. We'll provide a notice in accordance with clause 15 if the change impacts any of the items in clause 14(a).

15. How we may notify you of changes

- a. If we need to give you a notice or provide you with information under these terms, we may:
 - i. Deliver it personally to you.
 - ii. Leave it at, or send it by post to, the latest address of the place of residence or business recorded with us (including any address where you have asked us to send statements of account under any of your Linked Accounts).
 - iii. Send it electronically to your nominated email address or phone number.

- iv. Provide it by way of a Portal Notice.
- v. Provide it by way of a NAB Connect Channel Notice in accordance with Part A clause 8 of the NAB Digital Business Channel Terms and Conditions.

For the avoidance of doubt, these notice requirements do not replace the notice requirements contained in the Associated Product terms or how NAB may provide a notice in respect to an Associated Product.

- b. Where we send a Portal Notice, we'll either send you an email or SMS informing you that a Portal Notice is available for viewing by you within the Service.
- c. A notice or information is taken to be given:
 - i. In the case of a notice or information given personally, the date it's provided to you.
 - ii. In the case of a notice or information sent by post, 8 days after posting.
 - iii. In the case of a notice or information sent electronically or by way of a Portal Notice, when NAB sends the notice.
- d. A notice or information under these terms or in connection with the Services given by you to us is considered received if it's in writing and left at our address or sent by prepaid ordinary post to NAB's registered address.

16. Banking Code of Practice

- a. We have adopted the Code and the relevant provisions of the Code apply to these terms if you're an individual or a small business referred to in the Code, to the extent that NAB Portal Pay is provided by NAB.
- b. You can ask us for:
 - i. General descriptive information about our banking services, including:
 - I. Our obligations regarding the confidentiality of your information.
 - II. Our complaint handling procedures.
 - III. The advisability of you informing us promptly when you are in financial difficulty.
 - IV. The advisability of you reading these terms applying to the relevant banking service.
 - ii. General descriptive information about the:
 - I. Identification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006; and
 - II. Options available to you under the tax file number legislation.
 - iii. A copy of the Code.

17. Contractors

Nothing in these terms prevents us from appointing a contractor to carry out our obligations under these terms.

18. Assignment of rights

We may, acting reasonably and having regard to our legitimate business interests, assign or otherwise deal with our rights under these terms in any way we consider appropriate. If we do so, you agree to help us, including by signing any document or providing consent. We may disclose any information or document to do so. You cannot assign your rights under these terms without our prior written consent.

19. General

- a. These terms are governed by the laws of Victoria. Any court cases involving our agreement can be held in the courts of any State or Territory of Australia with jurisdiction. We'll give any legal protections available to you in the State or Territory in which you live.
- b. NAB and you are independent parties. Nothing in these terms is intended to make us your agent or make you our agent.
- c. If any clause of these terms is unlawful or unenforceable, it will be severed from these terms to the extent that it is unlawful or unenforceable and the rest of these terms will remain in force.
- d. By agreeing to these terms, you agree that you have the authority to accept these terms on behalf of your business.

20. Complaint Investigation and Resolution Procedure

- a. For information about resolving problems or disputes, contact us on 1800 152 015 or visit any NAB branch. For more details about our internal dispute resolution procedure, please see our Complaints Resolution brochure (available at nab.com.au/ complaints).
- b. If you feel that an issue has not been resolved to your satisfaction, you may be able to raise your concerns with the Australian Financial Complaints Authority (AFCA) if you are an individual or small business customer covered by AFCA.

Australian Financial Complaints Authority (AFCA)Phone:1800 931 678 (free call)Email:info@afca.org.auWebsite:afca.org.auIn writing to:Australian Financial ComplaintsAuthority, GPO Box 3, Melbourne, VIC 3001

21. Definitions

Associated Products means the products and services described in clause 1(a).

Code means the Banking Code of Practice or any update or replacement.

Deposit Payment means the payment of a sales deposit by a property purchaser.

Disputed Payment means a payment that was made by a Payer where the amount was disputed, the payment was determined to be fraudulent or there were other queries or concerns with the transaction by your Payer.

Direct Debit Request Service Agreement means a direct debit request service agreement based off a template provided by NAB, a copy of which may be provided to you upon request.

Enhanced Statement File means a file, supplied by NAB over time which includes relevant transaction details (for example, reference, amount and date) for individual payments to your Linked Account.

Intellectual Property means trade marks, service marks, inventions, patents, designs, copyrights, knowhow and trade secrets, all rights and interest or licences to use any of them and any other right or interest generally recognised as intellectual property.

Linked Account means any NAB account which is linked to the Services for the purpose of making information, relating to that account, available on the Services.

NAB/We/Us/Our means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns.

NPP means the New Payments Platform.

NPP Payment means electronic payments made using the Pay by Bank Service which are cleared and settled by participating financial institutions via the NPP.

Payee/You/Your means the entity or representative of the entity receiving payment from the Payer, for example, a property manager.

Payer means any of your clients who make a regular or ad hoc payment to you for your provision of service to them.

Payment Agreement means any agreement you may have with your Payers which sets out conditions for payments such as frequency, amount and who is responsible for paying transaction processing fees.

PayTo means the service which enables us to process NPP Payments in accordance with your Receive a Deposit access.

Portal Notice means a notice that NAB makes available electronically to you and is capable of being accessed and read on the Service.

PRN means Payer Reference Number, a number issued by the Payee to the Payer to use with the Service, including for the purpose of making payments and registering for NAB Portal Pay.

Receive a Deposit means the ability to receive real time payments, where permitted, of deposits from property sales.

Reconciliation Information means any information provided by NAB to assist in your payment reconciliations.

Services means any of the Services provided by NAB as part of NAB Portal Pay and described in clause 1(b).

Software Provider means the platform you are using to receive or upload transactional data on your Linked Accounts, reconcile payments from your Payers and maintain information (including Payer Reference Numbers) on your Payers.

Transactional Data Feeds means information such as transaction amount, reference and date/time of transaction which NAB feeds through to your Software Provider on a frequency set by NAB and your Software Provider and is subject to change from time to time.

For more information visit nab.com.au

or call us on **13 10 12** Open 8am - 8pm AEST Monday to Friday



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