



NAB Portal Pay

Terms & Conditions – Payers

Effective 1 May 2024

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1. NAB Portal Pay

- a. NAB Portal Pay allows you to pay your Payee (e.g. your real estate agent) through BPAY®, account transfers, direct debit, card or other payment methods.
- b. Your Payee will advise you of the Payment Methods they are willing to accept for payment. Your Payee may choose not to offer all the above Payment Methods to you for payment.
- c. BPAY and account transfer payments will occur through your Banking Platform to your Payee's nominated NAB Statutory Trust Account.
- d. Where making your payments by direct debit or card, you may use NAB Portal Pay (**the Portal**).
- e. To be able to make one-off, scheduled or recurring payments, you must first register for the Portal.
- f. When you use the Portal to make a payment, they are made to the Payee's trust account at NAB. We do not hold onto your funds and we will not direct the payment to an account other than the Payee's trust account.
- g. These terms provide you with important information about the Portal so you can decide whether you choose to use it. You should read this document carefully before using the Portal.
- h. You may access these terms and any updated copies over time online at nab.com.au/nabportalpay.
- i. You may use the Portal as long as your Payee continues to allow access to the Portal as a NAB client. If your Payee ceases its use of the NAB Portal Pay services, they'll notify you and you'll need to cancel any scheduled or recurring payments through the service and close your profile.

2. Using NAB Portal Pay

- a. Your Payee is responsible for issuing you with a Payer Reference Number which will be used for, amongst other things, establishing your profile on the Portal. You are responsible for:
 - i. using this number to register for the Portal and to add any Payees to make payments to over time; and
 - ii. referencing this number when making payments to the Payee outside the Portal. This is to ensure that your Payee can recognise and reconcile your payment.
- b. You may have more than one Payee who may issue you with a Payer Reference Number. NAB Portal Pay allows you to add multiple Payees for your payments to them over time.
- c. We will register you as a Payer on NAB Portal Pay once you have completed the onboarding requirements, which will include:

- i. accepting these terms;
 - ii. entering your Payer Reference Number and personal details; and
 - iii. creating a password which you will be required to use to access NAB Portal Pay in the future (**password**).
- d. Access to NAB Portal Pay may only be allowed by us:
- i. if the onboarding requirements, as reasonably required by us, have been complied with; and
 - ii. if we have received any document or information, including any identification documents (which identifies a user) as reasonably required by us.
- e. You must follow any instructions reasonably provided to you by us or restrictions reasonably imposed by us in relation to the creation and management of your password and Payer Reference Number. You must:
- i. not disclose your password or Payer Reference Number to any other person;
 - ii. not record or store your password anywhere; and,
 - iii. take reasonable care when accessing the Portal to ensure that your password is not disclosed to any other person, in particular ensuring that you are not observed while entering your password.
- f. Your access to the Portal may be restricted if we detect any suspicious activity in relation to the use of the Portal by you, or if any instruction given using the service is made in language we reasonably consider to be inappropriate.
- g. While using the Portal, you'll be able to make payments by card or bank account to your Payee if your Payee permits payments by card or direct debit. If your Payee does not permit payment by either of these methods, you won't be able to use the Portal to make such payments to your Payee.
- h. Card and bank account details can be added to your Wallet in the Portal, whether the cards or accounts are held with NAB or other Australian financial institutions. You may simply select from your available bank accounts or cards in your Wallet to make payments efficiently. Accounts you may have with foreign financial institutions cannot be used in the Portal to make payments.
- i. You may set up scheduled or recurring payments on a weekly, fortnightly, monthly or other basis to align with your preferences, for example, when you get paid or when your payments are due.

3. Our obligations

We will provide you with access to the Portal. In providing you with access to the Portal, we will:

- a. process your one-off, scheduled or recurring direct debit and card payments when and if they are requested;

- b. use reasonable endeavours to ensure reliable access to the Portal;
- 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 interests. That includes whenever we are:
 - i. considering any request you make;
 - ii. deciding whether to give our consent or to exercise a right, discretion or remedy;
 - iii. setting any conditions for doing any of those things; or
 - iv. making changes under clause 14.

It's worth noting that even if we do not 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.

4. Your obligations

- a. When registering for NAB Portal Pay, you confirm that any information you enter in to the Portal:
 - i. is true and accurate to the best of your knowledge; and
 - ii. will be used by us to process your payments and keep your account secure.
- b. By using NAB Portal Pay, you acknowledge that:
 - i. you're instructing us to process your payments in the amount and frequency specified by you to your Payee;
 - ii. fees and charges may apply;
 - iii. you have received, and are contractually bound by, the Direct Debit Request Service Agreement supplied by your Payee, if you are making payments by direct debit;
 - iv. you have supplied correct bank account, card and payment details when scheduling payments; and
 - v. you will cancel any payments you have set up with incorrect details or will inform us as soon as possible if you cannot access the Portal, to cancel the payment on your behalf.
- c. You must not provide any other person with access to the Portal.
- d. You are responsible for maintaining any scheduled or recurring payments you set through NAB Portal Pay. We are not liable for processing any scheduled or recurring payments that otherwise should have been cancelled by you. For example, if you are renting through a different Payee and forget to cancel your scheduled or recurring payments to your previous Payee.

- e. We are not liable for any disputed payments except to the extent of fraud, negligence or misconduct on our part. You must contact your Payee if you are requesting a refund for any authorised or unauthorised transactions.

5. Your responsibilities

- a. Where NAB provides you with an authentication service and/or password you 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 you to select a password or change your password 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 the security of the password.

6. Instructions to us

In using NAB Portal Pay you acknowledge and agree to the following:

- a. An instruction to NAB by you when using the Portal constitutes a valid and irrevocable authority to NAB to follow that instruction.
- 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.
- c. An instruction to make a periodic or future dated payment continues until the expiry date authorised by you unless that instruction has been cancelled by you in the Portal.
- d. In the case of an instruction to make a periodic or future dated payment, you may revoke your instruction up until the cut-off time on the day payment is due to be made.

- e. You are responsible for all instructions given in relation to your accounts which are authorised by your use of your password or authentication service or undertaken by another person with your knowledge or consent.
- f. You must notify NAB immediately if:
 - i. Your password becomes known to any other person or is compromised;
 - ii. Your computer, which you use to access and use the Portal, is lost, stolen or fraudulently accessed;
 - iii. You become aware of any unauthorised transaction or error on an account using the Portal.
- g. 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.
- h. In some circumstances, we may not act or may delay acting on any instruction given to it by you through use of the Portal.

7. Payment cut-off times

- a. Payment requests made from your bank account will be processed:
 - i. before 4.30pm AEST/AEDT on a Banking Day will be sent to your financial institution for processing on the same day.
 - ii. after 4.30pm AEST/AEDT on a Banking Day or on a non-Banking Day will be sent to your financial institution for processing the next Banking Day.
- b. Funds sent by your financial institution can take up to three (3) Banking Days to clear and be received by your Payee from the time the payment request is received by your financial institution. It is your responsibility to ensure you have sufficient clear funds in your bank account and to account for processing times so you can make your payments on time.
- c. Payment requests made from your card will be processed in real time. The funds settlement for all transactions up until 10pm AEST/AEDT will occur on the same Banking Day. Payments will generally be received by your Payee within two (2) Banking Days.

8. NAB Portal Pay limitations

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

- a. We may at any time, where reasonably necessary for our business purposes, add to, remove, change or impose restrictions on, the functionalities of the Portal.
- b. The total payment amount you may transfer in each transaction or on each day may be subject to a limit set by us. We may change this limit without notice. Refer to our Payer support page on nab.com.au for information on payment limits.
- c. NAB bears no responsibility for limits and restrictions on any payments imposed by other financial institutions and third parties which may affect your use of NAB Portal Pay.
- d. There may be limitations in relation to accessing information on the Portal in respect to previously completed transactions. Please contact NAB Portal Pay Support if you require information in relation to a previously completed transaction which is not available on the Portal.

9. Fees and charges

- a. Transaction fees and charges
 - i. Any fees or charges payable by you are processing fees that have been agreed between your Payee and NAB.
 - ii. Your Payee may choose to pass on these transaction fees or charges, if allowable within their Payment Agreement with you, which will be visible on the Portal when you're completing payments from your bank account or card.
 - iii. Where your Payee has chosen to pass on any fees and charges, we collect the fees and surcharges on behalf of your Payee as part of the overall payment transaction. You will be informed of the amount of the fees and surcharges before you complete your payment on the Portal.
 - iv. Transaction fees and charges on authorised transactions will not be refunded.
- b. Dishonour fees
 - i. If we are unable to debit your nominated bank account for payment for any reason, a dishonour fee may be charged by your financial institution. You should enquire with your bank about what this fee is and the circumstances where it may be charged.
 - ii. We may also charge your Payee a dishonour fee for reversing the transaction. It is at your Payee's discretion whether this dishonour fee is passed on to you and whether your Payee will charge you a lower or higher amount to cover their expenses. You should contact your Payee to find

out information about any dishonour fee your Payee may charge you when we have reversed a transaction.

- iii. We are not responsible for any fees charged to you by your financial institution or other third parties as a result of payments failing or dishonouring.
- c. Taxes and government fees and charges
 - i. You should check with your Payee whether the amount you are paying to them includes GST or not.
 - ii. You are responsible for collecting, reporting and paying any taxes that may arise from your use of the Portal.
 - iii. Should any government fees or charges become payable in relation to your use of the Portal, we will update these terms.

10. Terminations

- a. You can stop using NAB Portal Pay at any time and no charge will apply.
- b. You are responsible for cancelling any scheduled or recurring payments you have set up on NAB Portal Pay. If you do not cancel such payments, we will continue to process them as normal as we have not been notified otherwise.
- c. You are responsible for closing your profile on NAB Portal Pay. You must first cancel any scheduled or recurring payments so you can do this.
- d. We may exercise our discretion to terminate your access to the Portal due to unsatisfactory conduct or any other reason we deem appropriate (for example, if we identify any fraudulent or financial crime-related transactions on your profile). If we terminate your access to the Portal, you'll be unable to make one-off, scheduled or recurring payments in the Portal and any scheduled payments you have created will be cancelled. Where we terminate your access, we will provide you notice in writing.

11. Privacy and sharing of information

- a. You acknowledge that any information collected from you on NAB Portal Pay will be handled in accordance with NAB's Privacy Policy. A copy of NAB's Privacy Notification is available on NAB's website at nab.com.au/privacy.
- b. Nothing in these terms prevents NAB from appointing a contractor or subcontractor to carry out NAB's obligations under these terms. NAB is permitted to provide information, including personal information, to contractors and subcontractors to the extent reasonably required to enable the Portal or a transaction undertaken using the Portal.

12. Intellectual property

You acknowledge that NAB Portal Pay has been developed by NAB and you must not without NAB's prior written consent reproduce or modify any part of NAB Portal Pay.

13. Liability

- a. Subject to clause 3(d), you agree to indemnify NAB fully against any liability loss or damage suffered or incurred by you arising out of or in connection with any claim, demand or action brought against NAB arising directly or indirectly from your use of NAB Portal Pay, except to the extent such loss or damage is caused by NAB's fraud, negligence or misconduct.
- b. Subject to clause 3(d), NAB is not liable for any loss or damage caused directly or indirectly to you by:
 - i. any breakdown or interruption in NAB Portal Pay due to circumstances beyond NAB's control;
 - ii. any corruption of data and any breakdown, interruption or errors caused to your computer or computing equipment as a result of using the service or as a result of software being downloaded to your computer for the purposes of the service;
 - iii. intermittent interruptions to NAB Portal Pay from time to time;
 - iv. any delays or errors in the execution of any transaction or instruction provided by you because of any breakdown or interruption in the service due to circumstances beyond our control;
 - v. your Payee not receiving funds because of a problem with the information provided by you (e.g. you provide NAB with the wrong account number or wrong PayID); or
 - vi. any delays or errors by other parties (e.g. the failure of a financial institution to credit or debit your account in a timely manner).

14. Changes NAB may make

- a. Except where expressly provided otherwise in these terms, NAB can at any time:
 - i. introduce a new fee or charge;
 - ii. vary the amount of a fee or charge, the way in which it is calculated or when it is charged; and
 - iii. change any of the other provisions of these terms.
- b. Where NAB makes any changes under this clause 14 it will do so in accordance with any applicable legislation and industry codes and provide you with a notice. If you do not accept any change we make, you can close your NAB Portal Pay profile or cease using NAB Portal Pay. There is no exit fee payable if you terminate.

15. How we may notify you of changes

- a. A notice or information given by NAB to you, under these terms, may be given by way of:
 - i. Portal Notice;
 - ii. email to the email address most recently notified by you to NAB in the Portal;
 - iii. SMS to the phone number most recently notified by you to NAB in the Portal; or
 - iv. prepaid ordinary post to the address most recently notified by you to NAB in the Portal.
- b. Where NAB sends a Portal Notice, it will either send you an email or SMS informing you that a Portal Notice is available for viewing by you within the Portal.
- c. A notice or information given by you to NAB may be given in writing and whether left at NAB's address or sent by prepaid ordinary post to NAB's address.
- d. Unless there is evidence to the contrary a notice or information sent by way of:
 - i. Portal Notice, email and SMS are deemed to be received by you when NAB sends the Portal Notice, email or SMS; and
 - ii. prepaid ordinary post is deemed to be received 8 days after posting.
- e. You agree that for clause 15, NAB may give you a notice or information by way of electronic communication through a Portal Notice or to the email address or phone number provided by you to NAB as part of your use of the Portal.

16. Blocking, delaying or refusing transactions

- a. You agree that, subject to our obligations under clause 3(d), NAB may delay, block or refuse to make any payment:
 - i. to prevent an anticipated breach of any relevant law or to prevent any potentially fraudulent activity or a scam;
 - ii. to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of your Portal; or
 - iii. where it is reasonably necessary to manage a risk, including a regulatory or sanctions risk.NAB will incur no liability if it does so.
- b. NAB may exercise rights under this clause for as long as it is reasonably necessary to manage any of the risks above, and you acknowledge that we may not always be able to detect and prevent fraudulent transactions and scams. We do not have to give you advance notice if it is reasonably necessary for us to act quickly to manage a risk or comply with our obligations under the BPAY Scheme. However, if

appropriate we will give you a general reason for exercising our rights under this clause within a reasonable time of doing so.

- c. You have made all necessary inquiries and sought all necessary advice and confirm that you do not have any reason to suspect that any payment we make in accordance with any instructions you give us through the Portal will breach any law in Australia or any other country.

17. Assignment of rights

NAB may, acting reasonably and having regard to NAB's legitimate business interests, assign or otherwise deal with its rights under these terms in any way it considers appropriate. If NAB does so, you agree to help NAB including by signing any document or providing consent. NAB may disclose any information or document to do so. You cannot assign your rights under this agreement without NAB's prior written consent.

18. 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. No delay or failure to exercise a right under this agreement prevents the exercise of that or any other right on that or any other occasion.
- c. NAB and you are independent contracting parties. Nothing in these terms is intended to make either of them a joint venturer, partner, agent or fiduciary of the other.
- d. Neither NAB nor you may waive a right created by this agreement unless one party gives the other notice in writing.
- e. 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.
- f. By agreeing to these terms, you warrant and represent that you are appropriately authorised to accept these terms (including on behalf of your business).

19. Definitions

AEDT means Australian Eastern Daylight Time.

AEST means Australian Eastern Standard Time.

Banking Day means a day other than a Saturday, Sunday or a day gazetted as a public holiday throughout Australia.

Banking Platform means your banking app, internet banking or other facility which allows you to complete a BPAY payment, account transfer and/or other forms of payment.

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

Payee means the entity or representative of the entity receiving payment from the Payer (you), for example, a property manager.

Payer / You / Your means a person or entity who makes payments to a Payee in return for a provided service.

Payer Reference Number means a number provided by your Payee for you to reference when making payments and when registering for NAB Portal Pay and setting up your Payee(s).

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

Payment Methods means access to BPAY, direct debit, card and/or other ways to pay either through NAB Portal Pay or your Banking Platform.

Portal means NAB Portal Pay.

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

Wallet means your saved payment details in the Portal including any saved card or bank account details.

For more information visit

nab.com.au



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