# NAB Easy Tap
# User Terms and Conditions

12 October 2026

## Summary of some key terms

This is a brief summary of some of the key terms of your NAB Easy Tap User terms and conditions. Please note, this high level summary is not intended to be relied upon as an exhaustive or accurate list of all the terms as outlined in this document. Where any explanation of a provision includes examples of what is covered by a provision, that list may not be exhaustive. NAB recommends that you carefully read through the terms and conditions before accepting the offer of this product.

| | Topics | Description | Clause |
|---|---|---|---|
| 1. | NAB's liability | Our liability under the Terms is limited. This includes liability for loss, including loss of revenue, consequential or indirect loss you incur if the App is not working or you cannot process transactions, or any loss caused by Identifying Information being used by anyone with or without your knowledge or consent to commit fraud or theft. | Clause 9 |
| 2. | Indemnity and your liability | Except to the extent NAB's fraud, negligence or misconduct contributes to the liability, you are liable for and indemnify NAB against all liability resulting from the conduct of any user of the App. | Clause 3.d.vi. |
| 3. | Your obligations and responsibilities | You must comply with a number of obligations and responsibilities in order to use the App. These include accepting responsibility for providing the Identifying Information, ensuring it is accurate, obtaining consent from users of the App to share their Personal Information with NAB, and not using the App for any unlawful or prohibited purpose. | Clauses 3 and 4 |
| **4.** | Suspension or termination | Where NAB relies on its suspension or termination rights under the NAB Merchant Agreement, we may also do so with respect to these Terms. In certain circumstances we may limit your access to certain features of the App, and may also monitor, review, edit or delete your Content. We may also terminate your NAB Easy Tap User Terms if you do not use the App for a period of 12 months. | Clause 5 |
| **5.** | Amendments | We may change the Terms or the App and will provide you with a notice depending on the nature of the change. Changes to the App may result in your Android Mobile or Tablet device becoming incompatible with the App. | Clause 6 |

These terms and conditions ("**Terms**") govern your use of our mobile application "NAB Easy Tap" ("**the App**"). The App, in combination with our Merchant Services, allows you to use your Android mobile or tablet device to accept in-person contactless card payments without the need for a physical NAB-issued merchant terminal. The App is available on the Google Play Store and such other app marketplaces that we may make available from time to time.

These Terms constitute a binding contract between you and us in relation to the App. In addition to these Terms, you must abide by any other terms and conditions that apply to your use of NAB Easy Tap, such as the terms set out in your Letter of Offer and the NAB Merchant Agreement.

We have partnered with Quest Payments Systems Pty Ltd to provide the App to you.

If you continue to use the App, you acknowledge that you have been given the chance to review these Terms, and you agree to be bound by these Terms.

# 1. Definitions

"*Company IP*" includes all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the App.

"*Content*" means any content, writing, images, audiovisual content or other information published on the App.

"*Letter of Offer*" means the letter of offer we give you in connection with the NAB Easy Tap solution and any variation of it.

"*Merchant Services*" means the services referred to in clause 2 of the NAB Merchant Agreement.

"*NAB Merchant Agreement*" means the agreement of the same name located on http://www.nab.com.au and any variation of it.

"*Personal Information*" has the meaning given to that term in the Privacy Law.

"*Privacy Law*" means all legislation and principles and industry codes or policies, relating to the collection, use, disclosure, storage and granting of access rights to Personal Information.

"Relevant Law" means:

a. Any statute, ordinance, code or other law including regulations and other instruments under them; and any code of practice,

b. guidelines or standards issued by relevant regulators or industry bodies including the Australian Payments Network, whether or not having the force of law; and

c. any card scheme rules applicable to the confidential information, the provision of the merchant services and any other obligations to be performed under this agreement and equivalent State legislation.

"*Trade Practices Legislation*" means the Competition and Consumer Act 2010 (Cth) and the Australian Securities and Investments Commission Act 2001 (Cth) and equivalent State legislation.

"*Us*", "we", "our" means National Australia Bank Limited.

"*You*" or "your" refers to the user of the App.

"*Your Content*" means any Content posted to or added to the App by you or by somebody authorised by you or doing so on your behalf.

# 2. Your right to use the App

a. Your Letter of Offer will set out the registration process for the App.

b. Once you have registered for the App, and subject to these Terms, we grant you a licence to use the App solely in connection with your business as a merchant and solely for the purpose of accepting in-person payments from your customers using your Android mobile or tablet device. The licence created under these Terms is non-exclusive, limited, non-transferable, limited to the geography of Australia, and revocable (in accordance with these Terms).

c. You may not use the App for any purpose other than in accordance with the licence that is provided under this clause, and this licence to use the App terminates upon termination of these Terms.

# 3. User Registration

a. You may be asked to register with us to use the App.

b. If you register with us, you may be asked to provide personal details such as your name and email address, as well as choosing a username and a password ("**Identifying Information**"). This Identifying Information will allow you to access the App.

c. You acknowledge that you are responsible for ensuring the accuracy of any Identifying Information you provide on your own behalf or on behalf of another user, as part of the registration process.

d. If you set up others as users of the App, it is your responsibility to:

   i. obtain their consent to share their Personal Information with us and to communicate that information to us accurately;

   ii. advise that user of the purposes for which their Personal Information is used by us and the fact that they have the right to access their Personal Information from us;

   iii. advise the user of the fact that we may be unable to register them as a user if they do not provide their Personal Information;

   iv. assign to that user the correct role permission;

   v. provide the user with a copy of these Terms; and

   vi. accept liability for and indemnify us against all liability for any use made of the App via the Identifying Information of any user, except to the extent our fraud, negligence or misconduct contributed to the relevant liability.

e. You agree that you will not share your Identifying Information with any third party and if you discover that your Identifying Information has been compromised, you agree to notify us immediately in writing.

f. You acknowledge that you are responsible for maintaining the safety and security of your Identifying Information as well as keeping us informed of any changes to your Identifying Information.

g. You acknowledge that providing false or misleading information, or using the App to further fraud or unlawful activity is grounds for immediate termination of these Terms.

## 4. Our expectations of how you use the App

a. You agree not to use the App for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the App in any way that could damage the App or our general business.

b. You further agree not to use the App:

   i. to harass, abuse, or threaten any other person or to otherwise violate any other person's legal rights;

   ii. to violate any intellectual property rights of us or of any third party;

   iii. to upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

   iv. to commit any kind of fraud;

   v. to engage in or create any unlawful gambling, sweepstakes or pyramid schemes;

   vi. to publish or distribute any obscene or defamatory material;

   vii. to publish or distribute any material that incites violence, hatred or discrimination towards any person, group or community;

   viii. to unlawfully gather information about others;

   ix. to reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the App; and

   x. to violate the security of the App through any unauthorised access, circumvention of encryption or other security tools, data mining or interference with any host, user or network.

c. You agree to comply with Relevant Law when using the App including without limitation, the Privacy Act 1988 with respect to your customers' personal information.

## 5. Our rights to suspend or terminate these Terms or your use of the App

a. These Terms will automatically terminate in the event the NAB Merchant Agreement or the Letter of Offer terminates.

b. We may, acting reasonably having regard to our legitimate business interests and prudential and regulatory obligations, suspend your use of the App in accordance with our rights of suspension in the NAB Merchant Agreement or Letter of Offer.

c. If you do not use your App for a period of 12 months we may terminate it by providing you with 30 days' notice in writing.

d. Where we have a right to terminate these Terms or suspend your use of the App, we may, acting reasonably, instead of (or as an intermediate step prior to) termination or suspension (as the case may be) limit your access to certain functionality or features of the App.

e. We reserve the right to take any of the following actions, acting reasonably having regard to our legitimate business interests and prudential and regulatory obligations:

   i. monitor, review, edit or delete Your Content, whether or not you have breached these Terms.

   ii. review any allegations about breaches of these Terms, and determine in our discretion whether to take any action in response to those alleged breaches, including removal of Your Content in relation to those alleged breaches.

## 6. Our rights to change these Terms and to modify the App

a. We may, acting reasonably and having regard to our legitimate business interests, or in response to any changes in Relevant Law, make changes to any provision of these Terms, or make changes to the App, from time to time. If we believe the change is unfavourable to you, we will provide at least 30 days' prior notice. If we believe (acting reasonably) the change is not unfavourable to you, the change will be effective from the date it is published on nab.com.au and we will notify you to tell you where it is available via the NAB Easy Tap app or email. If you continue to use the App following any such change you will be deemed to have confirmed and agreed to the new Terms as changed.

b. We may from time to time need to make changes to the App including in order to comply with Relevant Law. This may result in your Android Mobile or tablet device becoming incompatible with the App. If updating your device does not address the incompatibility, you will need to replace your device at your own cost to continue using the App.

c. You agree to routinely monitor these Terms and to refer to the "Effective Date" posted at the top of these Terms in order to monitor any modifications or variations.

## 7. Intellectual Property

a. You acknowledge that all Company IP vest in us or our licensors.

b. You hereby acknowledge and agree not to reproduce or distribute the Company IP in any way without express written permission from us.

c. You acknowledge and agree that by adding, posting or uploading any Content on the App, you grant us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free and transferable right and licence to use Your Content for the purposes of providing NAB Easy Tap to you. This licence includes a right and licence to:

   i. reproduce, copy, alter or make derivative works from Your Content; and

   ii. display, communicate to the public, broadcast or transmit Your Content; and

   iii. authorise any other person, company or organisation to use Your Content.

d. You represent and warrant to us that You have all necessary rights to grant the licences and to provide the consents set out in this clause 7.

e. All of the provisions of this clause shall survive any termination of these Terms.

f. Google Play and the Google Play Logo are registered trademarks of Google LLC.

## 8. Privacy and general provisions

a. Through your use of the App, you may provide us with some of your Personal Information. By using the App, you acknowledge that we may use your information in accordance with our Privacy Policy located at https://www.nab.com.au/common/privacy-policy

b. Please refer to our privacy policy for further information about what information we collect, how we use it and store it, and your rights in relation to it.

c. The rights, powers and remedies which you and we have under these Terms are in addition to the ones provided independently by law (including, without limitation, any rights conferred under Trade Practices Legislation). You and we may exercise the rights, powers and remedies under the relevant law and in equity as well as any of those provided by these Terms.

d. NAB has adopted the Banking Code of Practice and relevant provisions of the Code apply to you, if you are an individual or a small business customer referred to in the Code.

e. These Terms are governed by the law in force in the Australian State or Territory where your address (detailed on the Letter of Offer) is located. If this address is not located in Australia, these Terms are governed by the law of Victoria. Any court cases involving these Terms can be held in the courts of any State or Territory of Australia. You and we submit to the non-exclusive jurisdiction of those courts.

## 9. Limitation of liability

a. Except where due to our fraud, negligence or misconduct (or the fraud, negligence or misconduct of our officers, employees, agents and contractors), we are not liable for any loss including loss of revenue you incur if:

   i. any part of the App we or others supply is not working properly or you can't process transactions for any reason; or

   ii. your Identifying Information or the Identifying Information of any other user is used by anyone with or without your knowledge or consent to commit fraud or theft.

b. Neither party will be liable to the other for any consequential or indirect loss however caused.

## 10. Contact us

You can contact us about these Terms in the following manner:

P: 1300 369 852
395 Bourke Street, Melbourne VIC 3000

For more information call

**13 13 12**

8am – 8pm AEST, Monday to Friday
9am – 6pm AEST, Saturday and Sunday
or visit us at **nab.com.au**

Hearing impaired customers with telephone typewriters can contact us on **1300 363 647**
The registered address of the issuer: National Australia Bank Limited 395 Bourke Street Melbourne VIC 3000