



# SERVICE TERMS AND CONDITIONS

Commercial Card Self Service  
(available through NAB Connect)

# CONTENTS

1. When You can use the Service	<b>3</b>
2. The Service	<b>4</b>
3. Terms which apply to Your use of the Service	<b>4</b>
4. Availability of the Service	<b>5</b>
5. Your obligations	<b>6</b>
6. Cancellation	<b>6</b>
7. Liability	<b>7</b>
8. Changes by NAB	<b>9</b>
9. Notices	<b>9</b>
10. Governing Law	<b>9</b>

If You use or intend to use the NAB Connect Channel to access the Commercial Card Self Service service, You must be registered as a user of the NAB Connect Channel, and have read and agreed to the NAB Connect Terms and Conditions.

These Commercial Card Self Service terms and conditions (the Service Terms and Conditions) apply to the functions available to You using Commercial Card Self Service (the Service) offered through the NAB Connect Channel.

## MEANING OF WORDS

Unless otherwise provided, words in these Service Terms and Conditions have the same meaning as the words used in the NAB Connect Terms and Conditions.

**Card Facility** means any NAB Commercial Card Facility or NAB Purchasing and Corporate Card Facility of Yours.

**Card Facility Terms** means the terms and conditions agreed between You and NAB in connection with Your Card Facility.

**NAB Commercial Card** means a card facility opened pursuant to the NAB Commercial Card Facility terms and conditions.

**NAB Connect Terms and Conditions** mean the terms and conditions that apply to Your use of the NAB Connect Channel.

**NAB Purchasing and Corporate Card Facility** means a card facility opened pursuant to the NAB Purchasing and Corporate Card Facility terms and conditions.

**You and Your** means the Customer set out on the Application Form or any Addition/Amendment Request Form in connection with acquiring the Service and in relation to Your rights to use the Service or any other authorised person acting within his or her authority.

### 1. When You can use the Service

To be able to access the functions available to You through the Service, You need to have:

- (a) been approved by NAB to access the NAB Connect Channel as a separate service;
- (b) entered into a facility agreement with NAB in connection with a Card Facility; and

- (c) if you hold a NAB Purchasing and Corporate Card Facility, nominated the Service on Your Application Form or any Addition/Amendment Request Form in connection with the NAB Connect Channel.

## **2. The Service**

2.1 The Service enables You to use various functions to provide instructions to NAB in connection with Your Card Facility as an alternative to providing those instructions to NAB via email or other means. By using the Service You or any Authorising User may be able to use functions to provide instructions to:

- block/unblock cash advance capability
- request a new PIN
- set a temporary PIN
- set transaction limits
- order a new card plastic
- increase or decrease a credit limit applicable to a card
- add a temporary limit increase to a card (within the approved facility limit)
- report a card plastic lost or stolen
- add/remove a temporary stolen stop on an account
- permanently close an account
- see a list of transactions of a cardholder's account
- see a list of transactions for a billing or fee account
- add a new cardholder to any level of the company (NAB Purchasing and corporate Card Facility)
- change an embossed name on a card plastic (NAB Purchasing and corporate Card Facility)

2.2 NAB may at any time add to, remove or change the functions or impose restriction on the functions available to You in connection with the Service.

2.3 The Service can only be accessed in connection with a Card Facility.

## **3. Terms which apply to Your use of the Service**

3.1 Your use of the Service is subject to:

- (a) these Service Terms and Conditions; and

(b) the NAB Connect Terms and Conditions.

To the extent of any inconsistency between these Service Terms and Conditions and NAB Connect in the NAB Connect Terms and Conditions, these Service Terms and Conditions shall apply.

3.2 You agree to these Service Terms and Conditions at the time You request the Service in Your Application Form or any Addition/Amendment Request form in connection with the NAB Connect Channel Service.

### **Your Card Facility**

3.3 When You agree to these Service Terms and Conditions,

(a) You are also agreeing to vary the Card Facility Terms by adding a new function by which You can issue instructions to NAB in connection with Your Card Facility.

Where the Service allows You to use functions to provide instructions in connection with Your Card Facility, then You and NAB agree that this method of providing instructions to NAB is permitted by the Card Facility Terms, in addition to any other method described in the Card Facility Terms.

(b) You are agreeing that when You provide an instruction to NAB in connection with the Card Facility using the functions available to You through the Service, any such instruction constitutes a Message for the purposes of these Service Terms and Conditions and the NAB Connect Terms and Conditions.

## **4. Availability of the Service**

4.1 NAB will make reasonable efforts to ensure the:

- (a) availability of the Service via the NAB Connect Channel apart from scheduled outages, is 24 hours per day, 7 days per week or such other time as may be notified to You from time to time; and
- (b) information NAB makes available to You through the Service is correct.

4.2 Access to the Service will be denied if:

- (a) the NAB Connect Channel is not available to You;
- (b) the Service has been cancelled by NAB in accordance with these Service Terms and Conditions;

- (c) You have cancelled the Service in accordance with these Service Terms and Conditions; or
- (d) NAB believes the Service is being misused by You or Your Authorising User or is being used without Your authority.

4.3 NAB is not responsible for any failure of a Token to permit You or any Authorising User to access the Service.

4.4 In the event the Service is not available to You or any Authorising User, You should contact **13 10 12**.

## **5. Your obligations**

5.1 These obligations are in addition to Your obligations under the NAB Connect Terms and Conditions and the Card Facility Terms.

5.2 You agree to:

- (a) only use the Service for the purpose for which it is provided to You;
- (b) ensure that Your Authorising User observes Your obligations in connection with the Service;
- (c) use the Service in accordance with these Service Terms and Conditions, the NAB Connect Terms and Conditions and the Card Facility Terms; and
- (d) comply with all reasonable procedures that NAB considers desirable to comply with the Anti Money Laundering and Counter Terrorism Financing legislation and with AUSTRAC requirements and, without limiting the generality of the foregoing, when using the Service to add a new cardholder or to change the name of an existing cardholder, to verify the identity or the new name (as the case may be) of that cardholder.

5.3 You are responsible for any use of the Service by You or any of Your Authorising Users.

## **6. Cancellation**

6.1 You may cancel the Service at any time by notifying NAB in writing. You may be required to complete an Additions/Amendments Request Form.

6.2 NAB may in its absolute discretion cancel Your access to the Service at any time without notice to You. Without limiting the circumstances in which NAB may cancel access of the Service, NAB may cancel access if:

- (a) NAB believes a Token is being used in a way which will cause loss to You or NAB;
  - (b) You breach these Service Terms and Conditions;
  - (c) the security or quality of the Service is threatened;
- or
- (d) Your access to the NAB Connect Channel is suspended or terminated under the NAB Connect Terms and Conditions.

If NAB cancels Your access to the Service, NAB will notify You as soon as possible.

## 7. Liability

7.1 State, Territory and federal legislation (including, without limitation – the *Trade Practices Act 1974* (Cth), and *Australian Securities and Investments Commission Act 2001* (Cth)) implies certain warranties into contracts for the supply of goods or services to a consumer (“**Statutory Warranties**”). In the case of a contract for the supply of services, these include a warranty that the supplier of the services will use due skill in the course of providing the services and that any material supplied in connection with services will be reasonably fit for the purpose for which they are supplied.

7.2 If any Statutory Warranties are implied into this contract for the supply of the Service to You, and there is a breach by NAB of those warranties, then to the maximum extent permitted by law NAB’s liability for that breach shall be limited to:

- (a) the supplying of the Service again; or
- (b) the payment of the cost of having the Service supplied again.

NAB’s liability to You will not be limited in this manner if it is not fair or reasonable for NAB to rely on the limitation set out in this paragraph.

### 7.3 Except as provided in 7.1 and 7.2:

- (a) all other warranties are excluded;
- (b) except to the extent its own wilful or negligent acts or omissions cause loss or damage, NAB will not be responsible for and excludes all liability for loss or damage (including any indirect or consequential loss or damage) that You may suffer or incur by reason or in connection with any of the following:
  - (i) Your use of the Service whether or not it is attributable to NAB or its agents, contractors and employees;
  - (ii) any act or omission of NAB or any of its agents, contractors and employees in relation to the Service or Your use of the Service;
  - (iii) NAB permitting any person to use the Service (including by NAB acting on any Message relating to the Service) where the user of the Service or the sender of the Message (as the case may be) purports to be, but is not in fact, a person authorised by You to use the Services unless NAB has received timely and adequate written warning from You in advance not to allow the relevant use to take place;
  - (iv) any error contained in a Message relating to the Service;
  - (v) any delays in the Service, including delays in acting upon a Message relating to the Service; or
  - (vi) any other matter in respect of which liability is excluded under these Service Terms and Conditions.

7.4 You indemnify and continue to hold indemnified NAB fully against any liability loss or damage suffered or incurred by NAB howsoever arising and by whomsoever caused, whether arising directly or indirectly from Your use of the Service, except to the extent such liability, loss or damage is or was due to the wilful acts or negligence of NAB.



## **8. Changes by NAB**

In addition to any other changes which NAB may make to these Service Terms and Conditions which are detailed in these Service Terms and Conditions, NAB may change these Service Terms and Conditions in accordance with the Variation of Terms and Conditions provision in the Card Facility Terms.

## **9. Notices**

Notices will be in accordance with the Notice provisions of the Card Facility Terms.

## **10. Governing Law**

These Service Terms and Conditions shall be governed by and interpreted according to the law for the time being of the State of Victoria and each of the parties hereto submits to the jurisdiction of the courts of the State of Victoria and the courts of appeal from them.

For more information call

**13 10 12**

7 days a week

8am – 8pm AEST, Monday – Friday

9am – 6pm AEST, Saturday – Sunday

or visit us at [nab.com.au](https://nab.com.au)



Hearing impaired customers  
with telephone typewriters  
can contact us on **13 36 77**