



# Changes to Personal Transaction and Savings Products

(Off-Sale)  
(Addendum)

**Terms and Conditions**

Effective 14th April 2023

## Effective 14 April 2023, the following changes apply to these terms and conditions:

### Product Comparison Table – Features and Benefits

The table is amended to include a new row for the PayTo service, which will be available on accounts with a tick (✓) as follows:

Key Information	NAB Gold Banking, NAB Gold Banking – Choice & NAB Gold Banking – Private	NAB Passbook Account	NAB Retirement Passbook Account
PayTo*	✓	✗	✗

\* PayTo Agreements are expected to be available early 2023. Refer Part H.

## Part A: Account Terms and Conditions

### New clause 6.6 is inserted as follows:

#### 6.6 PayTo Agreements

You can establish PayTo Agreements to make NPP Payments to Merchants or Payment Initiators directly from eligible bank accounts. For eligible accounts, refer to the Product Comparison Table. Part H sets out additional terms and conditions in relation to PayTo.

### Clause 9 of the terms and conditions has been replaced with the following:

NAB can combine or set-off the balance of two or more of any type of accounts, credit facilities or other products held by the accountholder with NAB, even if they are held at different branches or in joint names. This may happen when one of the accountholder's accounts is overdrawn or is in debit and another is in credit. For example, the credit balance in one account can be used to repay the debit balance in another account. NAB will promptly inform you if it has exercised this right and NAB need not give you notice in advance. NAB may delay, block or refuse any withdrawal from any of your accounts with NAB while reviewing whether to exercise or arranging to exercise the set-off right in this clause, and NAB will incur no liability to you if NAB does so, and may do so without notice. The accountholder does not have a right of combination or set-off unless NAB has agreed.

### The heading and terms and conditions for clause 10A has been replaced with the following:

#### Mistaken internet payments, payments made in error and fraudulent payments

Where we believe on reasonable grounds that a payment made to your account may be a payment made in error, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account an amount equal to that payment made in error. A payment made in error includes a fraudulent payment, an over payment, a duplicate payment or a

payment error made by us. If you receive a mistaken internet payment into your account NAB may be required to act in accordance with the ePayments Code. NAB's obligations under the ePayments Code are described in 51A.2 of Part F of this booklet in the paragraph "Our obligations if we are notified about a mistaken internet payment". Refer to clause 63.10 if the payment is an NPP Payment.

## **Part B: General matters – For all Accounts, Cards and Services in this Booklet**

### **Clause 12.3 is amended:**

The change notification table is amended by adding PayTo and Part H to the existing rows referencing Part G to read as follows:

Type of Change	Method of Notification	Time Frame
<b>Change relating to PayID, Osko and NPP Payments in Part G or PayTo Agreements in Part H</b>		
Any change to the terms and conditions in Part G or H	In writing or electronically	At least 30 days before the change takes effect.

### **The heading of clause 12A of the terms and conditions has been replaced with the following:**

Money laundering, illegality, fraud and scams

### **Clause 12A.1 of the terms and conditions has been replaced with the following:**

You agree that NAB may delay, block or refuse to make or receive or credit any payment using the services detailed in this booklet, including any electronic payment or payment at a NAB branch, if NAB believes on reasonable grounds that making, receiving or crediting that payment or a previous or subsequent payment may breach any law in Australia or any other country, may cause loss to NAB or to you, or may be connected to fraudulent activity or a scam, and NAB will incur no liability to you if NAB does so. This clause applies to the making, receiving or crediting of any payment to or from you or your account, including any payment instructed by an attorney acting on your behalf or payments to or from any third party.

## **Part D: NAB Visa Debit Card Terms and Conditions**

### **Clause 19.19 of the terms and conditions has been replaced with the following:**

NAB may temporarily block the use of your NAB Visa Debit card without notice in advance where it has reason to suspect inappropriate, unauthorised or unlawful activity on your NAB Visa Debit card, including activity that may cause loss to NAB or to you, or activity that may be connected to fraud or a scam. NAB will endeavour to contact you in this event.

**The first paragraph of clause 26.1 of the terms and conditions has been replaced with the following:**

NAB may cancel your NAB Visa Debit card at any time without notice. Examples of where NAB may do this include, where you have reported a fraudulent transaction using your card or card details, where the account is inactive, where NAB reasonably believes that the continued use of your card may cause loss to NAB or you, or where NAB reasonably believes that your NAB Visa Debit Card has been or may be used in connection with fraudulent activity or a scam. These examples are for guidance only and do not limit NAB's ability to cancel your card for another reason.

**Part G: PayID, Osko and New Payments Platform**

**Clause 63.7 (b)(iii) is amended.**

The words 'or inactive' are inserted after the word 'locked' to read, 'we can close your PayID where your PayID has remained locked or inactive for a period that we reasonably consider to be excessive'.

**Existing clause 63.9 'Mistaken and Misdirected Payments' is renumbered 63.10 and new clause 63.9 is inserted as follows:**

63.9 Payments from your PayID using PayTo

You can set up a PayTo Agreement using your PayID. For further information about PayTo Agreements, see Part H.

**Clause 64.1 is amended by inserting the following text to the end of the clause:**

The PayID service must only be used for the purpose of making a payment. You must not use or disclose any information obtained from the PayID service for any purpose other than making a payment. If we reasonably suspect that you are misusing the PayID service, we may immediately disable your access to any NAB digital channel or account at our discretion.

**New Part H 'PayTo Agreements' is inserted as follows:**

**Part H: PayTo Agreements**

This Part H sets out the terms and conditions applicable to the use of PayTo. This Part H applies in addition to your account terms and conditions in Parts A and C, the general matters set out in Part B, Part F where applicable and Part G.

66. Application of these terms & conditions

- 66.1. The terms and conditions in this Part H take effect when we make PayTo available to you. It is expected to be available early 2023.
- 66.2. To establish a PayTo Agreement, you must have an eligible Account and satisfy the additional eligibility criteria set out in clauses 67.9, 67.10 and 67.11. Refer to the Product Comparison Table in this booklet for eligible accounts.

66.3. NAB Internet Banking or the NAB app is required to establish and use PayTo with your eligible Accounts. You can arrange to access your Account through NAB Internet Banking if you are not already a user and NAB will register you, subject to NAB's standard terms and conditions for the service. In some limited circumstances, PayTo Agreements can be managed by calling us.

## 67. Creating a PayTo Agreement

67.1. PayTo allows you to establish and authorise agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

67.2. If you establish a PayTo Agreement with a Merchant or Payment Initiator that offers PayTo:

- a) You'll be required to provide the Merchant or Payment Initiator with your personal information including BSB and account number or PayID.
- b) Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
- c) The Merchant or Payment Initiator may require you to agree to additional terms and conditions related to the supply of their goods or services. Should you enter into a contract with the Merchant or Payment Initiator for the provision of goods or services, that contract is separate to the PayTo Agreement.

67.3. PayTo Agreements are recorded by Financial Institutions in the Mandate Management Service. The Merchant or Payment Initiator is responsible for creating and submitting a record of each PayTo Agreement to their Financial Institution for inclusion in the Mandate Management Service.

67.4. The Mandate Management Service will notify us of the creation of any PayTo Agreement established using your BSB and account number or PayID details.

67.5. You'll need to have a valid NAB ID and password to access your PayTo Agreement in an eligible NAB banking channel.

67.6. Where the PayTo Agreement meets our eligibility criteria, you'll be requested to authorise or decline each PayTo Agreement presented for your approval:

- a) If you authorise it, we'll record your authorisation against the PayTo Agreement in the Mandate Management Service and the PayTo Agreement will be activated.
- b) If you decline it, we'll record your decline against the PayTo Agreement in the Mandate Management Service and the PayTo Agreement will not be activated. Declining a PayTo Agreement may

not cancel your obligations to the Merchant or Payment Initiator. You might need to make alternative payment arrangements to meet your obligations. Declining the PayTo Agreement may result in you not receiving goods or services and the Merchant or Payment Initiator may impose fees.

- 67.7. You'll need to authorise a PayTo Agreement within 6 calendar days. If you don't authorise the agreement within that time, the PayTo Agreement creation request will expire and you'll no longer be able to authorise it. A Merchant or Payment Initiator may recall the request any time before you authorise it or it expires.
- 67.8. If you believe the payment amount or frequency or other detail presented in a PayTo Agreement is incorrect, you may decline the PayTo Agreement and contact the Merchant or Payment Initiator and, where appropriate, have them change and re-send the PayTo Agreement request.
- 67.9. Authorising and managing PayTo Agreements is only available on eligible Accounts where each account holder is authorised to operate the account alone, subject to clause 67.11.
- 67.10. Each account holder will be able to authorise and manage a PayTo Agreement where the PayTo Agreement references the Account by BSB and account number. Where a PayTo Agreement references the Account by PayID, the account holder who created the PayID will be able to authorise and manage the PayTo Agreement. Authorised third parties on the Account cannot authorise or manage a PayTo Agreement.
- 67.11. Changes to the Account transacting authority won't impact on payments under any existing PayTo Agreement which will continue in accordance with its terms. Where the Account authority changes from each account holder being authorised to operate the account alone, management of existing PayTo Agreements will be limited to viewing and cancelling.
- 67.12. The liability of account holders under an Account is not affected by whether a PayTo Agreement references the Account by BSB and account number or PayID, or whether a particular account holder authorises the agreement. For example, the liability of account holders for joint accounts remains joint and several.
- 67.13. You should regularly check your eligible NAB banking channel for requests in relation to PayTo Agreements. We may offer the ability to receive active notifications in relation to your PayTo Agreements (for example, when a new agreement is received or when the status changes). If this is available, you must have registered your contact details for the purposes of receiving notifications from us including a valid mobile phone number and email address and allow in-app push notifications. The notification may provide details of:

- a) the Merchant or Payment Initiator named in the PayTo Agreement;
- b) the payment amount and the payment frequency (if these are provided by the Merchant or Payment Initiator);
- c) other information related to the PayTo Agreement.

## 68. Processing Payments

- 68.1. Once you've authorised a PayTo Agreement, we'll process the payment instructions stated in the PayTo Agreement.
- 68.2. Payment instructions may be submitted to us for processing immediately after you've authorised the PayTo Agreement so you must ensure the details of the PayTo Agreement are correct before you authorise them.
- 68.3. Payments under your PayTo Agreements will be processed as NPP Payments.
- 68.4. If your PayTo Agreement includes a PayID to identify your Account, the terms and conditions as specified in Part G apply to your use of the PayID.
- 68.5. If your PayTo Agreement specifies the use of Osko to make payments, the terms and conditions as specified in Part G apply to your use of Osko.
- 68.6. You acknowledge that not all accounts and payment types support PayTo Agreements. For eligible accounts, refer to the Product Comparison Table in this booklet and clauses 67.9, 67.10 and 67.11.
- 68.7. The ability for a Merchant or Payment Initiator to create a PayTo Agreement with you depends on various factors such as the Merchant or Payment Initiator's Financial Institution and on the type of payment to be made.
- 68.8. Payments may be processed on any day, at any time of day following a request from the Merchant or Payment Initiator's Financial Institution unless a date or time is specified in your PayTo Agreement by the Merchant or Payment Initiator. You should ensure that you have sufficient funds available throughout the day to satisfy your payments. We may decline to process the payment if, at the time we try to make the payment, you don't have sufficient funds in your Account.
- 68.9. Where the payment has failed due to insufficient funds in your Account, the Merchant or Payment Initiator may attempt to deduct the payment from your Account several times following the payment failure. If attempted, the timing and frequency of each retry is at the discretion of the Merchant or Payment Initiator.

- 68.10. Payments can only be processed where the Account or PayID specified in the PayTo Agreement is open and accessible for the purpose of processing debit transactions. If your Account or PayID is not accessible for any reason at the time of payment, the payment will fail.
- 68.11. Where a PayTo Agreement specifies payments are to be made as a particular NPP Payment type (such as Osko), we'll process your payments as that payment type where it is supported by us. If the payment type isn't supported by us, the PayTo Agreement will be rejected.
- 68.12. Where a PayTo Agreement doesn't specify a particular NPP Payment type, we will send the payment as one of the available NPP Payment types as selected by us. In this case, we'll still send the payment in near real-time but the timing of making the funds available to the recipient is at the discretion of the receiving bank.

## 69. Changing a PayTo Agreement

- 69.1. Your PayTo Agreement may be changed by the Merchant or Payment Initiator from time to time.
- 69.2. You may authorise or decline any change request presented for your approval. If you decline the request, the change will not be made. A declined change request will not affect the PayTo Agreement and payments will continue as previously authorised unless further action is taken to change the PayTo Agreement.
- 69.3. Change requests which are not authorised or declined within 6 calendar days of being sent to you, will expire. If you don't authorise or decline the change request within this period, the change request will be deemed to be declined.
- 69.4. If you decline the change request because it doesn't reflect the updated terms of the agreement that you've agreed with the Merchant or Payment Initiator, you may contact them and have them resubmit the change request with the correct details. We're not authorised to vary the details in a change request submitted by the Merchant or Payment Initiator.
- 69.5. Subject to clause 67.13, we may send you active notifications of proposed changes to the payment terms of your PayTo Agreement as requested by the Merchant or Payment Initiator prompting you to provide your approval. Such changes may include a variation of the payment amount, where a fixed amount is specified in the PayTo Agreement, or the payment frequency.
- 69.6. We may offer the ability for you to change your PayTo Agreement. If this is available, once a PayTo Agreement has been established, you may



change your name or Account details in the PayTo Agreement only. Account details may only be replaced with a BSB and account number of an eligible Account or a PayID that you own and is registered to one of your eligible Accounts. If you wish to change the account details to refer to an account with another Financial Institution, where available, you may initiate a Transfer instruction. Refer to clause 71.

- 69.7. Once a change request has been confirmed by you, we'll promptly update the Mandate Management Service with this information and any changes you've authorised will then be deemed effective.
- 69.8. We may decline to act on the instruction to change your PayTo Agreement if we're not reasonably satisfied that the request is legitimate.
- 69.9. You may not request us to change the details of the Merchant or Payment Initiator, or any other party that is associated with your PayTo Agreement.

## 70. Pausing your PayTo Agreement

- 70.1. We may offer the ability to pause and resume your PayTo Agreement. If this is available, you may instruct us to pause and resume your PayTo Agreement. We'll act on your instruction to pause or resume your agreement promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's Financial Institution of the pause or resumption.
- 70.2. During the period that the PayTo Agreement is paused, we'll not process payment instructions in connection with the PayTo Agreement.
- 70.3. Pausing a PayTo Agreement without alternative payment arrangements may result in you not receiving goods or services and the Merchant or Payment Initiator imposing fees.
- 70.4. Merchants and Payment Initiators may pause and resume any PayTo Agreement with you. If the Merchant or Payment Initiator pauses a PayTo Agreement to which you're a party, subject to clause 67.13, we may provide you an active notification to advise you that your PayTo Agreement is paused and also of any subsequent resumption.

## 71. Transferring your PayTo Agreement

- 71.1. We may offer the ability to Transfer your PayTo Agreement. If this is available:
  - a) You may elect to have payments under your PayTo Agreement made from an account at another Financial Institution. You may initiate the Transfer with us and we'll provide you with a Transfer ID to provide to your new Financial Institution to enable them to complete the Transfer.

- b) Your new Financial Institution will be responsible for having you authorise the Transfer and also updating the PayTo Agreement in the Mandate Management Service. The updated PayTo Agreement will become effective upon being updated in the Mandate Management Service.
  - c) Until the Transfer is completed, the PayTo Agreement will remain linked to your Account with us. If the other Financial Institution does not complete the Transfer within 14 calendar days, the Transfer will be deemed ineffective and payments under the PayTo Agreement will continue to be made from your Account with us.
- 71.2. We may offer the ability to Transfer a PayTo Agreement that you have with another Financial Institution to us. If this is available:
- a) You'll need to obtain a Transfer ID from that institution and provide it to us. Where you instruct us to process the Transfer from another Financial Institution to us, we'll use reasonable endeavours to do so within 14 calendar days from receiving your instruction.
  - b) If we're unable to complete the Transfer within 14 calendar days from the time your other Financial Institution provides you with a Transfer ID, the Transfer will be deemed ineffective and the payments under the PayTo Agreement will continue to be made from your account with the other Financial Institution.
  - c) We don't guarantee that all PayTo Agreements will be transferrable to us.

## 72. Cancelling your PayTo Agreement

- 72.1. You may instruct us to cancel a PayTo Agreement on your behalf. We'll act on your instruction promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's Financial Institution of the cancellation.
- 72.2. If you cancel your PayTo Agreement on the date that a payment is due, but after the payment has been processed, you accept the payment will have been made and not be recoverable.
- 72.3. Cancellation of your PayTo Agreement doesn't cancel any obligations you may have with the Merchant or Payment Initiator. You may need to contact the Merchant or Payment Initiator to ensure any future obligations with them are cancelled or to make alternative payment arrangements. Cancelling a PayTo Agreement without alternative payment arrangements may result in you not receiving goods or services and the Merchant or Payment Initiator imposing fees.

- 72.4. Merchants and Payment Initiators may cancel PayTo Agreements. If the Merchant or Payment Initiator cancels a PayTo Agreement to which you're a party, we may actively notify you of that cancellation subject to clause 67.13.
- 72.5. Once a PayTo Agreement is cancelled payments will cease and you'll not be able to resume the PayTo Agreement.
- 72.6. We may cancel your PayTo Agreements at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to us or you, including where we suspect that the service is being used or will be used for fraud.

#### 73. Migration of Direct Debit arrangements

- 73.1. Merchants and Payment Initiators who have existing Direct Debit arrangements with you may migrate these arrangements to PayTo Agreements (a Migrated Direct Debit).
- 73.2. You're entitled to written notice from the Merchant or Payment Initiator for any migration of your Direct Debits and changed processing arrangement as specified in your Direct Debit Service Agreement. If you don't consent to the migration of the Direct Debit arrangement you must advise the Merchant or Payment Initiator.
- 73.3. We're not obliged to provide you notice of a Migrated Direct Debit for you to accept or decline.
- 73.4. If available, we may deliver active notifications when a Migrated Direct Debit is established to advise you of the migration subject to clause 67.13.
- 73.5. When a Migrated Direct Debit is established, a period of 5 full calendar days will lapse before the first payment can be processed in accordance with the Migrated Direct Debit.
- 73.6. Once a Migrated Direct Debit is established, payments will be processed in accordance with the relevant PayTo Agreement and these terms, and you can manage it like other PayTo Agreements.

#### 74. Liability

To the maximum extent permitted by law, we're not liable for any loss incurred by you or any other person where:

- a) we fail to deliver a PayTo Agreement where you don't have an eligible Account, PayID or access to an eligible NAB banking channel;
- b) we've acted consistently with a PayTo Agreement authorised by you or a Migrated Direct Debit;

- c) we've acted in accordance with your instructions, or you fail to promptly give us instructions, in relation to a PayTo Agreement including authorising, declining, pausing, resuming and cancelling the agreement;
- d) we're unable to process a payment under a PayTo Agreement because there are insufficient funds in your Account or your Account is closed, an applicable limit would be exceeded, or the relevant PayID has been de-registered or linked to an ineligible Account;
- e) we pause or cancel a PayTo Agreement because we reasonably suspect there's a risk of misuse, fraud, breach of security, or loss to us or you've failed to confirm the details of a PayTo Agreement after being requested to do so by us;
- f) a Merchant of Payment Initiator pauses or cancels a PayTo Agreement;
- g) we're unable to access the Mandate Management Service or process a payment under a PayTo Agreement because of the unavailability of the service or our inability to access it;

except to the extent the loss is caused by our fraud, wilful misconduct or gross negligence.

Your liability for unauthorised PayTo payments will be governed by the provisions of clauses 39 and 40.

## 75. General

### 75.1. Your responsibilities

- a) You must ensure that you carefully consider any PayTo Agreement creation request, or change request made in respect of your PayTo Agreement or Migrated Direct Debit. This includes ensuring you're familiar with the particulars of the agreement including the Merchant or Payment Initiator.
- b) You must notify us immediately if you no longer hold or have authority to operate the Account from which a payment under a PayTo Agreement or Migrated Direct Debit has been or will be made.
- c) You're responsible for ensuring your Account or PayID specified in a PayTo Agreement from which you expect payments to be made, is not closed or de-registered.
- d) You're responsible for ensuring your PayID specified in a PayTo Agreement from which you expect payments to be made is not transferred to another Account in respect of which PayTo Agreement payments are ineligible.
- e) You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a PayTo Agreement or

Migrated Direct Debit for misuse, fraud or for any other reason by calling us on **13 22 65**.

- f) You're responsible for ensuring that you comply with the terms of any agreement that you've with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you're responsible for any loss that you incur in connection with the cancellation or pausing of a PayTo Agreement or Migrated Direct Debit by you which is in breach of any agreement, contract or future obligation that you've with that Merchant or Payment Initiator.
- g) You're responsible for ensuring that you have cleared sufficient funds in your Account to meet the requirements of all your PayTo Agreements and Migrated Direct Debits. Subject to any applicable laws and binding industry codes, we'll not be responsible for any loss you incur as a result of your Account having insufficient funds.
- h) If you receive a PayTo Agreement creation request or become aware of payments being processed from your Account that you're not expecting or experience any other activity that appears suspicious or erroneous, please report such activity by calling us on **13 22 65** or dispute a transaction by visiting our website **nab.com.au** and completing the transaction dispute form. We'll acknowledge receipt of the report and the user should record or retain this acknowledgment.
- i) From time to time you may receive a notification from us requiring you to confirm that all of your PayTo Agreements and Migrated Direct Debits are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing or cancelling your PayTo Agreements or Migrated Direct Debits.
- j) If you use a smartphone to do your banking, we recommend that you enable notifications from the NAB app to your smartphone to ensure that you're able to receive and respond to any notification that we may send to you in a timely way.
- k) Your usage, establishment and management of PayTo Agreements and Migrated Direct Debits are subject to Part F NAB Internet Banking and Telephone Banking terms and conditions. You're responsible for ensuring that:
  - a) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;
  - b) you don't use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and

- c) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person. For more information on the acceptable use of our services, refer to Part F NAB Internet Banking and Telephone Banking terms and conditions.
- l) All intellectual property, including but not limited to PayTo and all associated documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the period during which we offer PayTo to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement.
- m) Where an intellectual property infringement claim is made against you, we'll have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
  - a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
  - b) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
  - c) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
  - d) your failure to use Our Intellectual Property in accordance with this agreement.
- n) You may terminate this agreement with us by closing your eligible Account with us. For the avoidance of doubt, you may cancel each individual PayTo Agreement you may have with the Merchant or Payment Initiator as per the terms outlined in clause 72.
- o) You must comply with all applicable laws in connection with your use of PayTo.

#### 75.2. Our responsibilities

- a) We'll accurately reflect all information that you provide to us in connection with a PayTo Agreement or a Migrated Direct Debit in the Mandate Management Service.

- b) To the extent it applies, we'll comply with relevant parts of the ePayments Code in relation to the provision of PayTo.
- c) We may monitor your PayTo Agreements or Migrated Direct Debits for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your PayTo Agreements or Migrated Direct Debits if we reasonably suspect misuse, fraud or security issues.
- d) We may suspend or terminate your ability to use PayTo at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to us or you, including where we suspect that the service is being used or will be used for fraud.
- e) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.

### 75.3. Privacy

By confirming a PayTo Agreement or permitting the creation of a Migrated Direct Debit, you acknowledge and agree that:

- a) you authorise us to collect, use and store your information, including account details and the details of your PayTo Agreements and Migrated Direct Debits in the Mandate Management Service and that we may collect this information from the Merchant or Payment Initiator and their Financial Institution.
- b) your information may be disclosed to the Mandate Management Service and Financial Institution for the Merchant or Payment Initiator, for the purposes of providing you with PayTo, including creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.
- c) we'll otherwise handle your information in accordance with our Privacy Policy which can be found at **[www.nab.com.au/common/privacy-policy](http://www.nab.com.au/common/privacy-policy)** which includes information about how you may access or seek correction of personal information we hold about you or make a privacy related enquiry or complaint.

**New definitions for Part H are inserted at the end of the ‘Definitions and Interpretation’ section as follows:**

## **Part H**

### **Meaning of words**

The following definitions apply to Part H. Other words used in Part H have the meaning as defined in other Parts of this booklet.

**‘Account’** means your account with us and is identified by your BSB and account number.

**‘BECS’** means the Bulk Electronic Clearing System administered by Australian Payments Network Limited ABN 12 155 136 519 or its successors.

**‘Direct Debit’** means an arrangement authorised by you to debit your account through BECS.

**‘Direct Debit Service Agreement’** means the agreement you’ve signed to enable Direct Debits to be processed from your Account.

**‘Financial Institution’** means a bank or other financial institution or payment processor who offers PayTo to its customers.

**‘Mandate Management Service’** means the central, secure database operated by NPP Australia Limited where PayTo Agreements are stored.

**‘Migrated Direct Debit’** means a PayTo Agreement that’s been established in order to process payments under an existing Direct Debit via the New Payments Platform rather than BECS.

**‘Merchant’** means a merchant or business with which you’ve established, or would like to establish, a PayTo Agreement.

**‘Our Intellectual Property’** has the meaning as given in clause 75.1.1).

**‘PayTo’** means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a PayTo Agreement you’ve established with a Merchant or Payment Initiator that subscribes to the service.

**‘PayTo Agreement’** means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.

**‘Payment Initiator’** means an approved payment service provider other than your bank, who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.

**‘Transfer’** means to change the account from which payments are made under a PayTo Agreement from one held at a Financial Institution to one held at another.



**‘Transfer ID’** means a unique identification number generated by the Mandate Management Service in connection with a request to Transfer one or more PayTo Agreements.

**‘we’, ‘us’, ‘our’** and **‘NAB’** means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns. Note that the defined term applies whether a capital letter is used or not.

**‘you’** and **‘your’** means the account holders who opened the Account and if there is more than one, you means each of them separately and every two or more of them jointly. You and your includes your successors and assigns and in relation to your rights to operate the account. Note that the defined term applies whether a capital letter is used or not.

For more information visit

**nab.com.au**

or call us on **13 22 65**

7am – 9pm AEST Monday to Friday

8am – 6pm AEST Saturday to Sunday

or ask at your **local branch**



Hearing impaired customers  
with telephone typewriters can  
contact us on **1300 363 647**