



NAB PURCHASING AND CORPORATE CARD CONDITIONS OF USE AND ELECTRONIC BANKING CONDITIONS

**Terms and conditions
Effective 1 March 2020**

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CARDHOLDER CONDITIONS OF USE

Any use of the NAB Visa Purchasing Card or NAB Visa Corporate Card (in these conditions 'Card') issued to you to operate the Account is subject to the following Conditions of Use. These Conditions of Use apply in accordance with the NAB Purchasing and Corporate Card Facility Terms and Conditions under which the Card was issued, available at <https://www.nab.com.au/business/business-cards/nab-purchasing-and-corporate-cards>. In these Conditions of Use 'the Account' means the account in the name of the Customer established by the Customer in accordance with the NAB Purchasing and Corporate Card Facility Terms and Conditions.

Capitalised terms otherwise used in these Terms and Conditions have the meaning given to them in the NAB Purchasing and Corporate Card Facility Terms and Conditions.

1. Issue of a Card

- 1.1 (a) Any Card issued by National Australia Bank Limited ABN 12 004 044 937 ('NAB') to you is for use on the Account as agent for the Customer subject to these Conditions of Use. The Card is issued on the understanding that each presentation by you constitutes a request by the Customer for credit to be extended to the Customer in accordance with the NAB Purchasing and Corporate Card Facility Terms and Conditions.
- (b) 'Customer' means the company or persons authorising the issue of a Card to you (and being the 'Customer' as defined in the NAB Purchasing and Corporate Card Facility Terms and Conditions).
- 1.2 NAB may at times issue a new Card to you which will also be subject to these Conditions of Use.
- 1.3 You agree the Card is the property of NAB.

2. Use of a Card

- 2.1 A Card will not be accepted unless it carries your signature and is used during the period shown on the Card.

- 2.2 (a) A Card will normally be honoured by banks and merchants displaying the relevant card scheme sign.
- (b) However, applicable card scheme promotional material displayed on any premises does not mean that all goods and services available at those premises may be purchased with your Card. NAB is not liable for any refusal of any merchant or bank to accept or honour your Card.
- (c) Subject to any applicable law, NAB will not be responsible for goods or services supplied to you. Any complaints must be resolved with the merchant. In some circumstances NAB may be able to lodge a claim to request a refund for the Customer under the card scheme's rules for disputed transactions - known as 'chargeback rights'. Details about chargeback rights and the procedures for disputing transactions are in the NAB Purchasing and Corporate Card Facility Terms and Conditions. You should contact NAB immediately about any disputed transaction.
- 2.3 The minimum or maximum amount of a cash advance may vary from bank to bank and scheme to scheme. NAB's minimum amount for a cash advance conducted over the counter at a NAB branch is A\$20.
- 2.4 Your Card may only be used until such time as NAB cancels your Card, which it may do at any time. We will notify the Customer if we do so, but we do not need to do so before the Card is cancelled. Examples of when NAB may do this include but are not limited to where NAB believes on reasonable grounds your continued use of your Card may cause loss to the Customer or NAB, or the Customer is in default of the NAB Purchasing and Corporate Card Facility Terms and Conditions. These examples are for guidance only and do not limit the ability of NAB to cancel your Card. You must not use the Card once it is cancelled. When NAB notifies the Customer that the Card has been cancelled, the Customer will notify you. If NAB or the Customer advises that the Card has been cancelled, you undertake to return that Card to NAB or to the Customer. From the date of notice of cancellation the Card may not be used and no further credit applicable to the Card will be extended by NAB to the Customer on the Account.

2.5 (a) You may, with the Customer's consent, apply to use your Card in NAB's electronic banking facilities. Upon receipt of the Card or Card Account Details, whichever is received first, the use of the Card and Card Account Details will be subject to the NAB Purchasing and Corporate Cards Electronic Banking Conditions. However, note clause 6.5 and the guidelines on security in clause 6.6 in the NAB Purchasing and Corporate Cards Electronic Banking Conditions apply immediately upon receipt of the Personal Identification Number ('PIN').

(b) In the event of a conflict between these Conditions of Use and the NAB Purchasing and Corporate Cards Electronic Banking Conditions, the NAB Purchasing and Corporate Cards Electronic Banking Conditions shall prevail.

For the purposes of 2.1 of the NAB Purchasing and Corporate Cards Electronic Banking Conditions, you may only nominate the Account.

2.6 A Card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law in the cardholder's jurisdiction.

2.7 "International transactions" are transactions where the merchant, financial institution or entity processing the transaction is located outside Australia. International transactions are either 'single currency' (the transaction is made in Australian dollars) or 'multi currency' (the transaction is made in a currency other than Australian dollars).

The way international transactions are processed and appear on your statement of account depends on the relevant credit card scheme and the type of transaction. Any international transactions which NAB debits to your Account may incur fees and be subject to other exchange rate costs. Further information about international transactions is set out in the NAB Purchasing and Corporate Card Facility Terms and Conditions.

3. Credit limit

3.1 The credit limit applicable to the Card issued to you to access the Account is the amount notified to you by NAB or the Customer. You must not exceed the credit

limit applicable to the Card. The amount available under any one Card at any time may be less than this credit limit. For example, NAB may decide not to allow the Card to be used to complete transactions that will cause the outstanding Account of the Customer to exceed the overall Facility Limit.

4. Lost and stolen Cards, and unauthorised use of Cards

4.1 (a) If your Card is lost or stolen within Australia you must immediately notify NAB by calling 1800 033 103 (within Australia), or any other means NAB makes available to you. If your Card is lost or stolen outside Australia, you must notify a bank displaying the appropriate scheme sign or notify Visa by calling 1 410 581 9994 (call reverse charges, 24 hours per day).

In either case, you must also notify the Customer.

(b) Where requested, you and the Customer must give NAB all information you and the Customer have about how the loss occurred.

(c) You acknowledge that the Customer may have liability for transactions made by use of the Card until NAB receives notice from you or the Customer.

4.2 **You should immediately notify the Customer of any unauthorised mail, telephone, or Internet order arising from the use of the Card and Card Account Details.**

5 Variation

5.1 Subject to any applicable law or industry code of conduct including the Banking Code, these Conditions of Use may be varied by NAB by notice in writing to the Customer or to you as agent of the Customer or by advertisement in the national or local press no later than the day the variation takes effect. We may notify the Customer (or you as the Customer's agent) at the times and in the same manner as notification of changes in the NAB Purchasing and Corporate Card Facility Terms and Conditions. The Customer must tell you about any change as soon as possible.

Schedule 1

Your NAB Corporate Card or NAB Purchasing Card and your personal information

When you apply for or use in any way your NAB Corporate Card or NAB Purchasing Card, personal information about you may be collected, used and disclosed by National Australia Bank Limited ('NAB') for a variety of purposes as set out in NAB's Privacy Notification.

In addition to the circumstances described in the NAB Privacy Notification, personal information relating to the use of your card (such as transactions charged to your card) may also be collected, used and passed on by:

- merchants with whom your card is used and their financial institutions;
- credit card scheme organisations (such as Visa International Service Association), their related organisations and their service providers; and
- National Australia Bank Group companies and their service providers,

including so that this information can ultimately be provided by NAB to the NAB customer who is liable for the use of your card ("Accountholder"). This information is disclosed to the Accountholder to better inform them about the transactions which are charged to their account.

Transaction information that may be disclosed to the Accountholder may be very detailed and may include, for example, the nature and amount of hotel charges charged to your card or the itinerary, dates and class of travel charged to your card.

If you have any questions or concerns about how the Accountholder uses or discloses personal information about you that it receives from NAB, you should discuss this with the Accountholder.

(Note: A copy of NAB's Privacy Notification should have been provided to you by the Accountholder. If you have not received your copy, please ask the Accountholder for one. The NAB Privacy Notification may also be viewed at nab.com.au.)

NAB PURCHASING AND CORPORATE CARDS ELECTRONIC BANKING CONDITIONS

The rights and obligations outlined in these terms and conditions comply with both the ePayments Code and the Banking Code to the extent that they are applicable. They apply to both a cardholder and an account holder for electronic banking that is used with certain types of banking facilities (see clause 1.3 for further information about whether these terms and conditions apply to your facility).

1. Application of NAB Purchasing and Corporate Cards Electronic Banking Conditions

1.1 When do these terms and conditions apply?

These terms and conditions are binding on you from whichever of the following occurs first:

- (a) in relation to a card which is not a credit card, by applying for the card to be issued and linked to any nominated account;
- (b) the account holder or any cardholder conducts an EFT transaction on any nominated account;
- (c) subject to clause 1.1(d), any cardholder receives their card; or
- (d) in relation to a credit card, upon receipt of the card or card account details, whichever is received first.

However, note clause 6.5 and the guidelines on security in clause 6.6 apply immediately upon you receiving or selecting the PIN.

1.2 Terms and conditions relating to EFT transactions

These terms and conditions apply to EFT transactions on your nominated accounts. These include, but are not limited to, EFT transactions initiated by you:

- (a) at NAB ATMs using your card and PIN;
- (b) at ATMs provided by other institutions using your card and PIN;
- (c) at EFTPOS facilities provided by merchants using your card and PIN;

- (d) using your card account details through other electronic equipment;
- (e) where a credit card is used through a 'swipe-only' device that does not require a manual signature; and
- (f) at a contactless reader using a credit card or card details.

This may include the use of card details in conjunction with a wearable device or mobile phone.

1.3 Other terms and conditions

These terms and conditions apply where the letter of offer or terms and conditions of your account refer to the NAB Purchasing and Corporate Cards Electronic Banking Conditions. They do not contain all of the conditions relevant to the use of cards or the account.

Separate terms and conditions exist for:

- (a) credit cards issued by NAB and for the credit account which may be used in conjunction with these credit cards; and
- (b) any of the nominated accounts which can be accessed using your card.

If there is any inconsistency between these terms and conditions and the terms and conditions applying to your card or nominated account, these NAB Purchasing and Corporate Cards Electronic Banking Conditions apply to the extent any inconsistency exists in respect of EFT transactions, except for notice of cancellation or revocation of any electronic banking facility.

If a letter of offer or the conditions of an account refer to other electronic banking terms and conditions (such as the Commercial Cards Electronic Banking Conditions) then those other terms and conditions will apply to electronic banking arrangements with NAB for that account.

1.4 Accountholder to ensure distribution

Accountholders must ensure that each cardholder is provided with a copy of these terms and conditions before any of the events referred to in clause 1.1 occur.

2. Limits on EFT transactions

2.1 Nominated accounts

Your card details and/or card and/or PIN (or your card account details) may from time to time enable transactions to be made on certain NAB accounts which you have nominated for use with NAB's Purchasing and Corporate Cards Electronic Banking Conditions.

2.2 Number and type of accounts

There is a limit to the number and type of accounts which can be accessed by means of electronic banking facilities used in conjunction with NAB Purchasing and Corporate Card accounts. Some types of electronic equipment may also not allow access to all types of accounts.

For cards under a NAB Purchasing and Corporate Card Facility, the nominated account will be the account applying to that facility. Unless NAB otherwise advises, no other accounts may be nominated under clause 2.1. For further information please contact NAB using the 'Customer Service' details shown in the 'Summary of important information' at the front of this document, or by any other means NAB makes available to you.

2.3 Amounts withdrawn or transferred

NAB reserves the right to limit the amount which may be withdrawn or transferred from a nominated account by way of certain EFT transactions.

A 'daily' limit applies from midnight to midnight Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable).

NAB Debit cardholders

A daily limit applies to all purchases and withdrawals of cash undertaken using your card and PIN.

NAB Visa Debit or Credit cardholders

A daily limit applies to all ATM cash withdrawals or to the cash component of a transaction made at an EFTPOS terminal under clause 3.3.

You will be advised of these specific limits when issued with a card, and you will be subsequently advised of any change to these limits. The limits advised by NAB are not an undertaking by NAB to so limit the amounts withdrawn or transferred by use of NAB's card based electronic banking facilities. However, the advised limit does limit your liability for unauthorised transactions (see clause 6).

2.4 Valid and irrevocable authority

Your use of a card, card account details or PIN through electronic equipment to initiate an EFT transaction is an unchangeable order to NAB to process the EFT transaction. Neither a cardholder nor an accountholder may request NAB to stop or alter the EFT transaction. However, the accountholder's liability for the EFT transaction could be limited in terms of clause 6.3.

3. Card based electronic banking facilities

3.1 NAB ATMs

Subject to the terms and conditions applying to your nominated account, your card and PIN enable you to use NAB's ATMs as determined by NAB.

NAB's ATMs allow you to withdraw or transfer funds between all nominated accounts, obtain a record of recent transactions (not available for a credit card account), order a repeat statement (not available for a credit card account) and check your account balances. Some NAB ATMs may also allow you to deposit funds into a nominated account and to change your PIN.

It is your responsibility to familiarise yourself with the correct use of ATMs. If you are unsure or require assistance in the operation of the ATM, please seek assistance from NAB's branch staff or contact NAB using the 'Customer Service' details in 'Summary of important information' at the front of this document.

3.2 ATMs provided by other institutions

ATMs provided by other institutions accepting cards may allow you to withdraw funds and check your designated main nominated account balances. Institutions providing other ATMs accepting cards

may impose their own fees and restrictions on the operation of the cards with their ATMs including limits to the amounts which may be withdrawn and the accounts which may be accessed. NAB accepts no responsibility for such fees and restrictions.

3.3 EFTPOS terminals provided by merchants

EFTPOS terminals allow you to pay for purchases and may allow the option of withdrawing extra cash from your designated main nominated account at certain locations (but not from a credit card account). Merchants providing EFTPOS terminals accepting cards may impose their own fees and restrictions on the operation of the cards with their EFTPOS terminals including limits to the amounts which may be withdrawn. NAB accepts no responsibility for such fees and restrictions.

3.4 Other transactions through electronic equipment

(Such as using a merchant internet site on a computer or by communicating through telephone or electronic mail with a merchant). The merchant or other person may impose their own restrictions on these EFT transactions (such as a purchase at a merchant using a contactless reader). Contactless readers give you the option of making purchases up to the limit notified to you by NAB. NAB has no control over whether a merchant will accept this form of contactless purchase. The merchant or other person may impose their own restrictions on these EFT transactions.

NAB accepts no responsibility for any such restrictions in connection with any such transactions through electronic equipment.

Note: Using digital wallets on mobile phone devices and wearable devices.

Irrespective of the value of the purchase, you may not be required to enter a PIN in the contactless reader when making a contactless purchase where the electronic equipment is an eligible wearable device or mobile phone. You will be notified about this at the time you enrol for the digital wallet.

3.5 Functionality

The processing of an EFT transaction to a particular account will depend on the functionality of the electronic equipment (for example an overseas ATM may process a transaction to a main nominated account which is a credit card account even though you sought to initiate a debit transaction on a different nominated account).

NAB accepts no responsibility for this differing functionality.

3.6 Fees

Fees may apply to any EFT transaction you undertake with NAB's card based electronic banking facilities, the amount and nature of which are detailed in 'A Guide to Fees and Charges-Personal banking fees', or 'Business Banking Fees-a guide to fees and charges', as applicable.

4. Operation of card based electronic banking services

4.1 Receipts

- (a) It is desirable for you to retain or record receipts to verify your account statements;
- (b) The issuing of a receipt by an EFTPOS terminal or ATM may be accepted as evidence that the transaction has been performed by NAB in terms of the receipt. This condition does not apply to deposits lodged in ATMs (see clauses 5.1 and 5.2).
- (c) When making a contactless purchase you must check the correct amount of the purchase is displayed on the contactless reader or on the merchant register.

4.2 Statements

- (a) Credit card account statements may be provided under the terms of the credit card's specific terms and conditions. For all other nominated accounts, a statement is issued in accordance with the terms and conditions for the nominated account(s). The statements may be provided to the accountholder.
- (b) For the purposes of preparing statements, NAB reserves the right to show an EFT transaction

as having been carried out on the next or subsequent business day after the day(s) the transaction was made.

4.3 Reviewing statements of account

You should always review your statements of account and bring to NAB's attention any discrepancies, errors or unauthorised transactions as soon as possible. If you wish to dispute an EFT transaction, you must report this to NAB. Please refer to the 'Customer Service' details in 'Summary of important information' at the front of this document. You should report any unauthorised transactions to NAB as quickly as possible (and certainly no later than 120 days after transaction date on your receipt or statement). Your ability to obtain a refund may be affected by any delay in raising your concerns.

4.4 Discrepancies in cash delivered by an ATM

When withdrawing cash from an ATM, you should immediately check that the correct sum has been delivered. If there is a discrepancy between the amount of cash delivered by an ATM, and the amount shown on the receipt, report the facts as soon as possible to NAB. Please refer to the 'ATM emergency' details in the 'Summary of important information' at the front of this document.

4.5 Cards

Remember to take proper care of your card and card account details. Do not keep your card in contact with other cards that have a magnetic strip. Magnetic strips can react with each other and if this occurs your card may no longer operate in a ATM or EFTPOS terminal.

- (a) Your card is issued with validity dates denoting month and year e.g. 03/20 is March 2020. The commencing date is the first day of the month, the expiry date the last day of the month. Cards are not valid before or after these dates.

Expired cards must be destroyed.

- (b) Your card remains the property of NAB. You further agree to return the card to NAB or destroy the card by cutting it vertically in half through its magnetic strip upon:

- (i) notice from NAB cancelling your card;
 - (ii) closure of all your nominated accounts; or
 - (iii) revocation of authority to operate your nominated accounts by means of your card.
- (c) Your card may be confiscated by an ATM if you repeat invalid PIN entries. The number of additional entries allowed after the first invalid entry may be varied at NAB's discretion and is not subject to any prior notice.

4.6 EFTPOS malfunction

In the event of an EFTPOS terminal malfunction or failure, the merchant may provide alternative manual procedures to enable a transaction to be made. You will be required to present your card for imprinting of a transaction voucher, indicate one of the main nominated accounts, and sign the transaction voucher. (The procedure is similar to that used for paper voucher credit card transactions.) NAB reserves the right to vary the manual procedure at any time.

If you have indicated on the paper voucher that a main nominated account is to be debited, and that account is closed or has insufficient funds available, NAB may redirect the debit entry to the other main nominated account (excluding a credit card account) without notice to you.

4.7 Merchants

NAB will not be liable for the refusal of any merchant to accept card details and/or card, or card account details.

Any complaints concerning goods and services purchased must generally be resolved with the merchant. In some circumstances NAB may be able to lodge a claim to request a refund for you under the card scheme's rules for disputed transactions. Details about chargeback rights and the procedures for disputing transactions are described in the 'Summary of important information' at the front of this document and may be further described in the terms and conditions applying to the account. You should report any disputed transactions as quickly as possible (and certainly no later than

120 days after the transaction date on your receipt or statement) as your ability to obtain a refund may be affected by any delay in raising your concerns.

4.8 Promotional material

Promotional material referring to NAB's card based electronic banking facilities that is displayed on or in any premises, is not to be taken as a warranty by NAB, or by the merchant carrying on a business in those premises, that all goods and services may be purchased by means of an EFT transaction. You also accept that the use of your card and card account details may be subject to other limitations imposed by the merchant.

5. Deposits

5.1 Cash deposits at ATMs

When making a cash deposit at an ATM you should be aware that such deposit may not be credited to your account immediately.

A cash deposit lodged in an ATM is subject to verification and at NAB's discretion may not be credited to your account until the following business day. Deposits made at an ATM after 6.00pm will be credited to your account within two business days.

In the event of a discrepancy between the deposit value determined by NAB and the amount recorded by the ATM, the accountholder will be promptly advised of the actual amount which has been credited to the nominated account. Cardholders should remember to include the ATM deposit advice card in the envelope with the deposit, as failure to do so may delay funds being credited to your account. NAB reserves the right to correct or reverse any such deposit transaction.

NAB will accept responsibility for the security of your deposit correctly lodged at an ATM which offers depositing services, subject to verification of the amount deposited.

You should keep all records associated with a deposit that you make via an ATM until the deposit is verified and recorded on your account statement. Where the claimed deposit is not available for

verification following forceful removal of the ATM or other criminal act, NAB requires you to reasonably substantiate the value of your claim.

5.2 Deposits in the form of cheques

If you make a deposit in the form of, or including a cheque, the funds of the cheque are not available for withdrawal until the cheque reaches the paying bank and NAB is guaranteed payment. (This condition applies to deposits made through an ATM or at a branch of NAB.) In the event of a discrepancy between the value of cheques deposited as determined by NAB and your deposit claim, NAB will inform you. NAB reserves the right to correct or reverse any such deposit transaction.

Because of the requirements of NAB's systems, NAB reserves the right to place a 'hold' on the full amount of a deposit which includes a cheque.

For example, where a deposit includes cash and one or more cheques, the hold applies to the cash component as well as to the value of cheques.

Holds are normally applied for three business days, and transactions requiring use of these funds may be refused within this period.

Therefore, if you wish to deposit cash and expect to withdraw against the sum of that cash within the three business day period, you are advised to deposit the cash separately from the cheques. (That is, make two deposit transactions.)

NAB will not be responsible for any claim or refusal of a transaction if this condition is disregarded. You are entitled to enquire from any branch of NAB if holds are to be applied to any deposit.

Subject to clause 6, the accountholder agrees to indemnify NAB against all claims or liabilities it may incur as a consequence of it collecting a cheque of which the accountholder is not the true owner.

6. Responsibilities and liabilities

6.1 Your responsibilities with respect to the card and card details

If NAB issues a card to you then you must:

- (a) sign the card immediately on receipt;
- (b) keep your card in a safe place, and provide reasonable protection for the card and card account details from theft;
- (c) notify NAB if you believe your card, card account details or any device through which card account details may be used is lost or stolen (see clause 6.7 for further details);
- (d) advise any change of address (refer to the 'Customer Service' details in 'Summary of important information' at the front of this document);
- (e) use the card in accordance with these NAB Electronic Banking terms and conditions;
- (f) destroy an expired card; and
- (g) if a temporary card has been issued to you, you agree to destroy it upon receipt of a personalised card.

6.2 General responsibility

The accountholder is generally responsible for all EFT transactions authorised by the use of the card and/or PIN and/or the card account details (including through the use of a mobile phone or wearable device) or undertaken by another person with your knowledge and/or consent. The accountholder's liability for any use not authorised by you may however be limited as provided below.

6.3 No accountholder liability in some circumstances

The accountholder is not liable for losses:

- (a) that are caused by the fraudulent or negligent conduct of NAB's employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
- (b) arising because the PIN, card account details or card is forged, faulty, expired, or cancelled;

- (c) that arise from EFT transactions which required the use of your card or card account details or your PIN and that occurred before you received the card or card account details or before you received or selected your PIN;
- (d) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
- (e) resulting from unauthorised transactions occurring after notification to NAB that the card or card account details have been misused, lost or stolen or the security of the PIN has been breached; or
- (f) resulting from unauthorised transactions where it is clear that you have not contributed to such losses.

6.4 Accountholder liability for unauthorised transactions

The accountholder is liable for losses resulting from unauthorised transactions as provided below:

- (a) where NAB can prove on the balance of probability that you contributed to the losses through your fraud or your contravention of the security requirements in clause 6.5 the accountholder is liable for the actual losses which occur before NAB is notified that the card has been misused, lost or stolen or that the security of the PIN has been breached; and
- (b) the accountholder is also liable where NAB can prove on the balance of probability that you contributed to losses resulting from unauthorised transactions because you unreasonably delayed notifying NAB after becoming aware of the misuse, loss or theft of the card or card details, or that the security of the PIN has been breached. The accountholder will then be liable for the actual losses which occur between the time you became aware (or should reasonably have become aware in the case of a lost or stolen card or card account details) and when NAB was actually notified.

However, in relation to (a) and (b) above, the accountholder is not liable for any of the following amounts:

- (i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
 - (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
 - (iii) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit); or
 - (iv) all losses incurred on any accounts which the accountholder and NAB had not agreed could be accessed using the card or PIN.
- (c) where a PIN was required to perform the unauthorised transactions and neither paragraph (a) nor (b) applies, the accountholder is liable for the least of:
- (i) \$150; or
 - (ii) the balance of those account(s) (including any prearranged credit) from which value was transferred in the unauthorised transactions and which NAB and the accountholder have agreed may be accessed using the PIN; or
 - (iii) the actual loss at the time NAB is notified (where relevant) that the card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).
- (d) the accountholder is liable for losses arising from unauthorised transactions that occur because you contributed to the losses by leaving a card in an ATM.

6.5 Your responsibilities

(a) Where NAB provides you with a PIN you must not:

- (i) voluntarily disclose the PIN to anyone including a family member or friend (unless your card is a 'Deposit Only Card');
- (ii) record the PIN on your card or on any article carried with the card or liable to loss or theft simultaneously with the card; and
- (iii) act with extreme carelessness in failing to protect the security of the PIN (for example by failing to comply with guidelines in clause 6.6).

(b) Where NAB allows you to select a PIN or change your PIN 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 your PIN.

6.6 Guidelines

You should also comply with these guidelines to protect the security of your card, card account details and PIN and thus reduce the possibility of any inconvenience to you:

- (a) do not permit any other person to use the card and/or card account details (including through a mobile phone or wearable device);
- (b) destroy the PIN envelope (if any) after memorising the PIN;
- (c) take reasonable care when using your ATM, or EFTPOS terminal to ensure your PIN is not disclosed to any other person; and
- (d) should you require a memory aid to recall your PIN you may make such a record providing the record is reasonably disguised. However, NAB does not consider the following examples to

provide a reasonable disguise and you agree not to:

- (i) record the disguised PIN on your card;
 - (ii) disguise a PIN by reversing the number sequence;
 - (iii) describe the disguised record as a 'PIN record' or 'Password record';
 - (iv) disguise the PIN as a telephone number, part of a telephone number, postcode or date of birth; or
 - (v) disguise the PIN using alphabetical characters, eg. A = 1, B = 2, C = 3 etc
- (e) follow any other reasonable instructions NAB gives you in relation to selecting a PIN.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person discerning your PIN.

Please note all the guidelines set out in clause 6.6 are for your assistance but your liability in the case of an actual loss will be governed by the ePayments Code if it applies and clause 6.5 in this document. However, you should take care to meet the guidelines set out in clause 6.6 as a failure to meet these guidelines may in some circumstances constitute an act of extreme carelessness under clause 6.5(a)(iii).

6.7 Advising NAB

If you believe your card or card account details (or any devices through which card account details may be used) have been lost or stolen, your PIN divulged or that there has been misuse of your card or card account details, you must notify NAB as soon as possible. Please refer to NAB's 'Lost/stolen cards/compromised Personal Identification Numbers (PINs)' details in 'Summary of important information' at the front of this document, or any other means NAB makes available to you.

Once NAB has been notified of these matters the accountholder's liability for further EFT transactions will be limited.

Where telephone facilities or other means are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of NAB, providing notification is made to NAB within a reasonable time of the facility again becoming available.

NAB will acknowledge your report and you should record or retain this acknowledgement.

6.8 Liability under credit card scheme

Notwithstanding the above where you notify NAB of an unauthorised transaction on a credit card, NAB will not hold the accountholder liable for an amount greater than the liability the accountholder would have had if NAB had, at the time the complaint was made, exercised its rights (to the extent relevant) under the rules of the credit card scheme.

6.9 Failure of NAB electronic equipment

(a) If the ePayments Code applies to you for an EFT transaction on a nominated account, NAB will be liable to you for losses you suffer caused by the failure of NAB's electronic equipment or system to complete an EFT transaction accepted by NAB's system or NAB's electronic equipment in accordance with your instructions. (See clause 9.1 for when the ePayments Code applies).

However, NAB will not be liable for consequential losses where you should have been aware that NAB's electronic equipment or system was unavailable for use or malfunctioning. NAB's responsibilities in this case will be limited to the correction of errors in your account and the refund of any charges or fees imposed on you as a result. NAB will also not be liable for any losses caused by the failure of NAB's electronic equipment where NAB's system or electronic equipment has not accepted the EFT transaction.

(b) If the ePayments Code does not apply to an EFT transaction (for example because it is a business EFT transaction) NAB will not be liable to you for any loss, claim, liability or outgoing, including without limitation any consequential loss or liability, which you suffer because of any failure

of NAB's systems or NAB's electronic equipment to complete that EFT transaction.

7. Complaints

For information about resolving problems or disputes, contact **NAB on 1800 152 015, or visit any NAB branch.**

NAB has available on request information about the procedures for lodging a complaint. For more details about NAB's internal dispute resolution procedures please ask for NAB's complaints resolution brochure.

If despite NAB's resolutions procedures, NAB cannot resolve the complaint and you want the matter investigated by someone independent, NAB is a participant in the Australian Financial Complaints Authority (AFCA). This service is funded by participating banks but operates independently of them. AFCA offers help free of charge to applicants who are individuals and small businesses (as defined by the terms of reference) and otherwise come within the jurisdiction of AFCA. NAB is bound by whatever AFCA decides but you are not bound and can ultimately take the matter to court if you wish.

AFCA can be contacted at:

Telephone: **1800 931 678** (free call)

Website: www.afca.org.au

Email: info@afca.org.au

Postal address:

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

8. Changes and notice provisions

8.1 Changes NAB may make

NAB may need to make changes to these Purchasing and Corporate Cards Electronic Banking Conditions from time to time. NAB may make changes without your consent. NAB promises to act reasonably when it makes any changes.

8.2 Types of changes NAB may make

For example, NAB may make the following types of changes without your consent:

- (a) introduce a new fee or charge (including the introduction or increase of charges relating solely to the use of your card or PIN or card account details or the issue of an additional card or PIN or card account details);
- (b) change the daily limit that can be withdrawn or transferred from your card;
- (c) change the time during which the daily limit applies to purchases and withdrawals of cash undertaken using a card or PIN; and
- (d) increase your liability for losses relating to EFT transactions.

NAB may also make other changes to these Purchasing and Corporate Cards Electronic Banking Conditions without your consent from time to time (for example to reflect changes in the way an electronic banking facility operates).

8.3 When NAB will notify you of change

NAB will give you at least 30 days' notice of any change, except as follows:

- (a) If you are a small business (as defined in the NAB Purchasing and Corporate Cards Facility Terms and Conditions) and NAB reasonably considers a change (other than a change to interest rates) will be unfavourable to you and the same change is not being made to similar facilities of NAB's other small business customers, we will give you at least 90 days' prior written notice of the change;
- (b) NAB may give you a shorter notice period, if it is reasonable for us to manage a material and immediate risk;
- (c) If there is a change to, or introduction of a government charge that you pay, in which case NAB will tell you about it reasonably promptly after the government notifies us of it (however NAB does not have to notify you if it is publicised by the government); and

(d) If there is a change that reduces your obligations (for example, a reduction in a fee or charge), NAB may give you a shorter notice period, or no notice period (in which case NAB will give particulars of any such change as soon as reasonably possible after the change takes effect), however NAB will only give you shorter notice or no notice where this is not inconsistent with NAB's obligations under the Banking Code (or where it applies the ePayments Code).

8.4 Methods of communication

- (a) Subject to this clause 8.4, NAB may give you notices electronically or in writing (including by way of statements included on your statement of account or to the extent consistent with the ePayments Code and Banking Code by advertising in national or local media).
- (b) To the extent permitted by law and subject to clause 8.5, notices, statements, certificates, consents, approvals and other communications in connection with the terms and conditions in this booklet from NAB, may be given electronically:
- (i) by electronic means, including by SMS, electronic mail to your nominated electronic address or push notification to any NAB app NAB may make available to you;
 - (ii) by making it available at NAB's website;
 - (iii) if you use an online banking service provided by NAB (eg. NAB Internet Banking or NAB Connect), by being made available through that service; or
 - (iv) by any other means NAB agrees with you.
- (c) Where communications are made available through NAB's website or through a NAB online banking service, NAB will let you know the information is there by sending you an SMS or email to the contact details NAB has on file, or by push notification from any NAB app or any other agreed method.

(d) You can choose to receive notices or statements in paper by giving NAB notice. Where your product or service is designed exclusively for electronic use, paper notices and statements are only available in limited circumstances.

8.5 For the purposes of clause 8.2(d):

- (a) You may request a paper copy of a communication given electronically within six months of the electronic copy being received or made available (or if the ePayments Code applies within 7 years of the electronic copy being received or made available).
- (b) A communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer, and is effective when received even if no person is aware of its receipt.
- (c) For the purposes of communications sent by electronic mail and the '*Electronic Transactions Act 1999* (Cth)', the server on which the mailbox for the designated address resides is to be taken to be the recipient's designated information system.
- (d) A communication is deemed to be sent from where the sender has their place of business and is deemed to be received where the recipient has their place of business.

For the purposes of this clause:

- (i) if the sender or recipient has more than one place of business, the place of business is the sender's or recipient's principal place of business; and
- (ii) if the sender or recipient does not have a place of business, the place of business is the sender's or recipient's usual place.

9. ePayments Code and the Banking Code

9.1 ePayments Code warranty

NAB warrants that it will comply with the requirements of the ePayments Code for all EFT Transactions on nominated accounts other than Business EFT Transactions.

9.2 Banking Code

NAB has adopted the Banking Code and relevant provisions of the Code apply to this banking service, if you are an individual or a small business (as defined in the NAB Purchasing and Corporate Cards Facility Terms and Conditions).

You can obtain from NAB upon request:

- (a) information on NAB's current interest rates and standard fees and charges relating to this banking service if any; and
- (b) a copy of the Banking Code.

To find out more about the Banking Code, visit nab.com.au and look up 'Banking Code'.

10. Discretions

Where these terms and conditions confer a discretion on NAB, NAB will exercise that discretion reasonably and in accordance with its legitimate business interests.

11. Governing law

The terms and conditions in this booklet and the transactions contemplated by these terms and conditions are governed by the law in force in Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those courts.

12. Meaning of words

The following definitions apply throughout these NAB Purchasing and Corporate Card Electronic Banking Conditions unless otherwise stated:

'accountholder' means a person who has an account in their own name or, if in joint names, in respect of

which NAB may act on the instructions of any one or more of them.

'ATM' means Automatic Teller Machine.

'Banking Code' means the version of the Banking Code of Practice as published by the Australian Banking Association which applies, or that we agree applies, to your facility.

'business account' means an account that is designed primarily for use by a business and established primarily for business purposes.

'business customer' means the accountholder in respect of a nominated account which is a business account.

'business day' means a day other than a Saturday or Sunday or a day gazetted as a public holiday throughout Australia.

'business EFT transaction' means the part of an electronic funds transfer which is the debiting of value from or crediting of value to an account that is designed by NAB primarily for use by a business and established primarily for business purposes.

'card' means a card issued by NAB for use in relation to your account. It may include NAB Debit Card, Visa credit card and Deposit Only Cards.

'card account details' means:

- (a) your credit card number; and
- (b) your credit card expiry date, as set out on your credit card or any representation of those details which allow a transaction to be performed.

'cardholder' means a person who has been issued a card or any other person who has been nominated by an accountholder to operate on a nominated account and who has been issued a card, or otherwise authorised by an accountholder to use an accountholder's card or card account details.

'contactless authorisation method' means the method of confirming your authority to make a contactless purchase, if any.

‘contactless purchase’ is a method of authorising purchases:

- (a) by waving or tapping a card (which is capable of making a contactless purchase) in front of a contactless reader without having to insert or swipe the card; or
- (b) when available, waving or tapping an eligible device (e.g. mobile phone or wearable device) in front of a contactless reader to transmit card account details using Near Field Communication and complying with any required contactless authentication method.

‘contactless reader’ is an electronic device at a merchant which can be used to make a contactless purchase.

‘deposit only card’ means a debit card issued by NAB which cannot be used to authorise withdrawals from nominated accounts.

‘digital wallet’ means an application on your electronic device (for example a mobile phone or wearable device) or an online platform that stores your card account details which allows you to make a contactless purchase.

‘EFTPOS terminal’ means an Electronic Funds Transfer at Point of Sale terminal.

‘EFT transaction’ means a funds transfer to or from an account which is initiated through electronic equipment using a card details and/or card, card account details or PIN or contactless authentication method (or a combination of one or more of them) to debit or credit a nominated account but does not include:

- any funds transfer which is authorised by a cardholder physically signing a document; or
- any funds transfer through a NAB channel with separate terms and conditions such as:
 - (i) NAB Telephone Banking;
 - (ii) NAB Internet Banking;

(iii) NAB Online Corporate; or

(iv) NAB Online Business.

‘electronic equipment’ means any electronic equipment which may be used in conjunction with a card or card account details including ATMs, EFTPOS terminals, contactless readers, personal computers, telephones, wearable devices or devices with integrated virtual assistants to carry out an EFT transaction. A PIN may not always be required as part of the authentication method when making purchases/payment via digital wallets (e.g. on a mobile phone or wearable device) and/or through devices with integrated virtual assistants.

Alternative authentication methods like a device code or biometric identifier (like fingerprint, voice and facial recognition) may be required in place of a PIN.

‘ePayments Code’ means the ePayments Code issued by the Australian Securities and Investments Commission and subscribed to by NAB on 20 March 2013.

‘merchant’ means a provider of goods and services.

‘NAB’ means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns.

‘Near Field Communication (NFC)’ is a form of contactless communication available on compatible devices such as smartphones, tablets or wearable devices.

‘nominated account’ means an account which can be accessed by using your card and PIN and/or card account details as authorised by the account holder. This also includes an account that you have designated as your main account under clause 2.

‘PIN’ means the personal identification number allocated by NAB or personally selected by you.

‘receipt’ means a record of an EFT transaction.

‘unauthorised transaction’ means any EFT transaction where:

- you did not engage in or have knowledge of or consent to the EFT transaction even though your card, card account details and/or the correct PIN or contactless authentication method were used to generate the disputed EFT transaction; or
- through a technical malfunction you did use your card, card account details and/or PIN and the EFT transaction entered in your nominated account differs in value from the receipt. Please refer to clause 4.1.

'you/your' means a cardholder or an accountholder.

Summary of important information

Customer Service

You can contact us by:

- calling **13 10 12** and select the option to speak to a Customer Service Representative;
- visiting our website **nab.com.au**;
- hearing impaired customers with telephone typewriters can contact us via the National Relay Service on 13 36 77.

Lost/stolen cards/compromised Personal Identification Numbers (PINs)

If your card has been lost/stolen and/or your PIN is compromised or divulged you must immediately notify NAB and provide any information about how the loss/incident occurred by calling one of the following numbers, or using any other means NAB makes available to you.

Within Australia

- Freecall 1800 033 103 (24 hours a day – toll free)

If Overseas

- International code +613 8641 9121

Unauthorised transactions

If you believe there has been an unauthorised transaction using your card and/or card account details, please notify NAB by calling 13 10 12 and select the option to speak to a Customer Service Representative.

NAB PIN

You may change your PIN as frequently as you wish at selected NAB Automatic Teller Machines ('ATMs') or by logging into NAB Internet Banking or the latest version of the NAB app. Refer to clause 6.5 of Part B for further guidance on PIN selection. For a complete list of ATM locations, please contact NAB by:

- visiting **nab.com.au**; or
- calling **13 10 12** and select the option to speak to a Customer Service Representative.

ATM emergency

To report an ATM breakdown or malfunction, or alternatively, to query a current ATM transaction (such as a card not returned by ATM or incorrect cash disbursement), please contact NAB by:

- calling **13 10 12** and select the option to speak to a Customer Service Representative;
- calling, freecall **1800 036 066** after hours.

Note: As part of NAB's security procedures, transactions conducted at ATMs may be photographed.

Things you should know

NAB recommends that you promptly read each statement carefully as soon as you receive it. If applicable you may also wish to check your current transaction history via NAB Internet Banking or NAB Telephone Banking.

For more information call

13 10 12

visit us at **nab.com.au**

or ask at your **local branch**



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