



NAB PURCHASING AND CORPORATE CARD FACILITY

Terms and Conditions including
general explanatory information

Effective 1 November 2018

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PART A – TERMS AND CONDITIONS

The following Terms and Conditions apply to the card facility the subject of the Offer Letter.

1 Definitions and interpretations

1.1 **'account'** means the NAB account established in the name of the customer for the purpose of the facility and which cardholders are authorised to operate as agent of the customer.

'agreement' means these Terms and Conditions, the Offer Letter, and, where the card is used to operate the account through an extra facility, the Terms and Conditions of the extra facility, each as amended from time to time.

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

'card' means a NAB card issued under the facility, and includes a reference card in relation to a virtual account.

'cardholder' means a person nominated by the customer from time to time and accepted by NAB pursuant to 2 as a cardholder, and includes a virtual account holder.

'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 allows a contactless purchase to be performed; or as otherwise defined in the Conditions of Use for Electronic Banking (card based).

'cash advance' means each amount:

- (a) of cash supplied by use of a card, or by use of another plastic card, on your account, including each such amount converted in accordance with 6;
- (b) transferred from the account by use of a card, or by use of another plastic card, or otherwise arising from use of an extra facility on the account where the transfer is to an account with NAB or another financial institution and, in the latter case, includes both a transfer which is successfully completed and a transfer which is unsuccessful for any reason;
- (c) charged by a supplier of cash, cash substitutes or bill payment services where such items are authorised by use of a card or otherwise arising from use of an extra facility on the account, including each such amount converted in accordance with 6, except for BPAY® transactions which are purchases; or
- (d) treated by NAB as a cash advance under 8.3.

'Conditions of Use' means the Conditions of Use which apply to use by a cardholder of a card, separately provided to the customer.

'credit limit' means the credit limit NAB applies to a card.

'customer' means the customer detailed in the Offer Letter and includes that person's successors and assigns.

'cycle date' means the date specified in the Offer Letter except:

- (a) where a cycle date would otherwise fall on
 - (i) a Saturday; or

- (ii) on a non business day where the previous calendar day was a business day, it will be on the previous business day; or

- (b) where a cycle date would otherwise fall on

- (i) a Sunday; or

- (ii) on a non business day where the previous calendar day was not a business day, it will be on the next business day; or

- (c) where NAB notifies the customer of another cycle date in writing.

'due date' means one calendar day after each cycle date or such other date as NAB may separately agree, except that where the due date falls on a non business day it will be on the next business day.

'electronic banking facility' means each banking facility available through the Internet or by telephone from NAB and any other electronic banking facility advised to the customer by NAB from time to time.

'extra facility' means any banking facility offered by NAB from time to time and available for use in connection with a card, and which permits a cardholder to use a card or charge amounts to the account. This includes NAB's electronic banking facilities.

'facility' means the NAB Purchasing/Corporate Card facility that is offered to the customer in the Offer Letter and includes the account and any cards issued to cardholders to operate the facility.

'facility limit' is the amount described in 4.

'GST' has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

'insolvent' means being insolvent under administration or insolvent having a controller appointed (each as defined in the Corporations Act – such as being bankrupt), in receivership and management, in liquidation, under administration, wound-up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts as and when they fall due.

'NAB' means National Australia Bank Limited ABN 12 004 044 937.

'nominated account' means the account with NAB, or at another institution, nominated by the customer for the purpose of this facility to facilitate payment under 8.1 and 9.

'Offer Letter' means the letter designated as NAB Purchasing/Corporate Card Facility – Letter of Offer in which NAB offers the customer the facility.

'overlimit amount' means, in relation to the account, the amount by which the balance of the account exceeds its facility limit.

'personal information' means information or an opinion (including information or an opinion forming part of a database), whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

'purchase' means each amount charged by a supplier for the supply of any goods or services purchased by the use of a card (including a BPAY transaction), including each such amount converted in accordance with 6, except for amounts which are cash advances.

'reference card' means an item containing relevant account information, such as an account number, expiration date and other relevant details, that is provided to a virtual account holder.

'statement period' means the period specified on a statement of account as the statement period, and is the period to which the statement of account relates.

'use' in relation to a card means any physical use of the card, and any notification or use of the card number or any other identifying number or password issued by NAB in relation to the card or the account or to enable the card or the account to be used through an extra facility, and the making of any payment to the account.

Some examples of use of a card are:

- (a) physical use of the card in an automatic teller machine or other terminal device;
- (b) physical use of the card in an imprinter in a manually processed transaction;
- (c) providing the card number to a merchant by telephone;
- (d) nominating the card number in a mail order or other authority to a merchant;
- (e) entering the card number or an identifying number issued in relation to the account under NAB's Telephone Banking facility into a device connected to that facility; and
- (f) any transaction conducted on the account through NAB's Internet Banking facility.

'virtual account' means an account for which no card other than a reference card is issued, established primarily for completing electronic commerce transactions.

'virtual account holder' means an individual or commercial entity to whom a virtual account is issued or who is authorised to use a virtual account.

- 1.2 Where the customer constitutes more than one party, the liability of each party under the facility is joint and several.

2 Cardholders

- 2.1 The customer may from time to time make a written request to NAB for the issue of a card to a cardholder to operate the account.

Any such request shall nominate the name of the intended cardholder, specify the credit limit to apply to such card and shall be signed in accordance with the Cardholder Request form.

- 2.2 NAB reserves the right at its reasonable discretion to decline to accept any request made by the customer pursuant to 2.1, in accordance with its legitimate business interests.
- 2.3 NAB may temporarily block the use of a card or the account where it reasonably suspects unauthorised or unlawful activity on a card or the account. NAB will endeavour to contact the customer in this event.

- 2.4 The customer is responsible for the security of any card issued to the customer or any cardholder. Any card issued to the customer or any cardholder is for the respective cardholder's use only. The customer and any cardholder should keep any card safe and provide protection for the card from theft and misuse.

3 The facility

- 3.1 The first use of the account or a card issued under the facility to access credit or for any other purpose will be taken as the customer's acceptance of NAB's offer to provide the facility on the basis that it is subject to these Terms and Conditions.
- 3.2 The facility enables a cardholder as agent of the customer to operate the account.
- 3.3 Each card provided to a cardholder shall be subject to Conditions of Use provided with the card to the cardholder. NAB strongly recommends that the cardholder read the Conditions of Use provided before using the card. The customer and each cardholder are bound by the Conditions of Use as amended by NAB from time to time.
- 3.4 Each cardholder may, subject to the customer's consent, apply to use their card in NAB's electronic banking facilities. Upon receipt of the card or card account details (as defined in the 'Conditions of Use for Electronic Banking (card based)'), whichever is received first, the use of the card and card account details will be subject to the Conditions of Use for Electronic Banking (card based).

However, note 6.5 and the guidelines on security in 6.6 in the Conditions of Use for Electronic Banking (card based) apply immediately upon receipt of the Personal Identification Number ('PIN'). The customer agrees to be bound by and undertakes to ensure that each cardholder complies with the Conditions of Use for Electronic Banking (card based). The customer acknowledges receiving a copy of the Conditions of Use for Electronic Banking (card based) and understands that 1.5 of the Conditions of Use for Electronic Banking (card based) provides that it is the customer's obligation to ensure that each cardholder is provided with a copy of the Conditions of Use for Electronic Banking (card based). In the event of a conflict between the Conditions of Use and the Conditions of Use for Electronic Banking (card based), the Conditions of Use for Electronic Banking (card based) shall prevail. For the purposes of 2.1 of the Conditions of Use for Electronic Banking (card based), the cardholder may only nominate the account.

- 3.5 For the purposes of this facility, any use of the virtual account details will be deemed to constitute use of a card by a cardholder.

4 Facility limit and credit limits

- 4.1 The facility limit is the amount determined by NAB from time to time. The initial facility limit is advised to the customer when NAB offers the facility to the customer.
- 4.2 The customer must ensure that:
 - (a) the outstanding balance of the account does not exceed the facility limit without the prior approval of NAB; and
 - (b) the credit limit applicable to a card is not exceeded.
- 4.3 Each card issued under the facility may, subject to approval by NAB, have a credit limit up to the facility limit.

- 4.4 Where the aggregate credit limit of all cards issued under the facility and approved by NAB exceeds the facility limit, the amount of credit available on a card at any time will be limited to the available credit in the account or the amount of credit available on the card at that time, whichever is less. This may result in transactions being declined even though the credit limit on a card is not fully utilised, as the aggregate outstanding balance of the account at any time must not exceed the facility limit.
- 4.5 Any overlimit amount is immediately due and payable by the customer.
- 4.6 The customer may apply to NAB in writing to vary:
- the facility limit; or
 - the credit limit applicable to any card authorised to operate the account.

NAB will advise the customer whether it has approved the application. NAB may reduce the facility limit or credit limit on a card at its reasonable discretion, without the customer's consent and without prior notice. NAB will give the customer notice as soon as practicable after it makes any change, except if the customer is in default.

5 Customer liability

- 5.1 Subject to 11 and 12, the customer is liable for:
- any credit extended by NAB on the account, even if the amount of credit exceeds the applicable credit limit for any card or the facility limit;
 - any interest charges, fees and charges and government charges, taxes or duties described in 9 and 10; and
 - the cardholder's compliance with the Conditions of Use and the Conditions of Use for Electronic Banking (card based).

These liabilities apply even if the cardholder was acting outside the authority the customer granted them or did not comply with the Conditions of Use or the Conditions of Use for Electronic Banking (card based) or if the cardholder has acted in breach of these Terms and Conditions.

- 5.2 The customer agrees that amounts shown on the relevant sales voucher or cash advance voucher or any other transaction evidence will be evidence of the cash price of the goods and/or services to which the applicable transaction relates, unless it is established otherwise.
- 5.3 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.

6 Foreign currency transactions

If a card or account is used to make transactions in a foreign currency, the way amounts are converted to Australian dollars for listing on your statement of account depends on the relevant credit card scheme.

(a) MasterCard

Purchases, cash advances, refunds and any other charges incurred in currencies other than Australian dollars or United States dollars are converted to United States dollars as at the dates they are processed by MasterCard International using wholesale exchange rates obtained by MasterCard International from a range of international currency providers. These United States dollar amounts are then converted to Australian dollars using a wholesale exchange rate obtained by MasterCard International

from a range of international currency providers. The converted Australian dollar amount for a purchase which appears on your account as the transaction amount includes a Multi-Currency Conversion Rate adjustment set by MasterCard International, specified in your Offer Letter and calculated with reference to the United States dollar amount by MasterCard International during the conversion process. The adjustment is charged to NAB and on charged by NAB to your account.

The converted Australian dollar amount for a cash advance appears on your account as the transaction amount and does not include the MasterCard Multi-Currency Conversion Rate adjustment charged to NAB.

Purchases, cash advances, refunds and any other charges incurred in United States dollars are converted to Australian dollars as at the date of processing by MasterCard International, using a wholesale exchange rate obtained by MasterCard International from a range of international currency providers.

The converted Australian dollar amount for a purchase which appears on your account as the transaction amount includes a Multi-Currency Conversion Rate adjustment set by MasterCard International, specified in your Offer Letter and calculated with reference to the United States dollar amount by MasterCard International during the conversion process. The adjustment is charged to NAB and on charged by NAB to your account.

The converted Australian dollar amount for a cash advance appears on your account as the transaction amount and does not include the MasterCard Multi-Currency Conversion Rate adjustment charged to NAB.

(Note: MasterCard International converts a refund using the exchange rates applicable as at the date of processing by MasterCard International. This means that the refund may be converted using an exchange rate different from the one used to convert the original purchase.)

(b) Visa

Purchases, cash advances, refunds and any other charges, incurred in currencies other than Australian dollars, are converted to Australian dollars (directly from United States, Canadian, New Zealand and Singapore dollars, pounds sterling, euros and Japanese yen or, if in a currency other than these currencies, first to United States dollars) as at the dates they are processed by Visa International using exchange rates determined by them. The exchange rates used by Visa International to convert a foreign currency transaction to Australian dollars are wholesale market rates selected by Visa International from within a range of wholesale rates or the government-mandated rate, in effect one day prior to the Visa International Central Processing Date.

The converted Australian dollar amount for a purchase which appears on your account as the transaction amount includes a fee charged by Visa International to NAB and is calculated on the converted Australian dollar amount during the currency conversion process by Visa International. This fee is specified in your Offer Letter.

The converted Australian dollar amount for a cash advance appears on your account as the transaction amount and does not include the fee charged by Visa International to NAB.

(Note: Refunds incurred in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa International using exchange rates determined by them. This often results in the refund being converted using an exchange rate different from the one used to convert the original purchase.)

7 Statement of account and transaction information

- (a) NAB will issue a monthly statement of account in respect of the account on the cycle date expressed in Australian currency unless:
 - (i) no amount has been debited or credited to the account during the statement period and the amount outstanding is zero or below \$10.00; or
 - (ii) NAB wrote off the balance of the account during the statement period and no further amount has been debited or credited to the account during the statement period; or
 - (iii) enforcement proceedings have been commenced by NAB; or
 - (iv) the customer is in default under the facility.
- (b) Statements of account will be forwarded to the address nominated by the customer for receipt of statements.
- (c) Information concerning transactions and charges in respect of the facility can be delivered electronically to the customer by NAB from NAB's computer records on each day of the week (or as otherwise agreed) where the previous day was a business day. The customer can elect to avail of this added functionality at any time. NAB may from time to time add to, change, or impose restrictions on this functionality in accordance with its legitimate business interests.

8 Payment required

- 8.1 The payment required, as shown on a statement of account, is due on the due date. Such payment must be satisfied by a payment method approved by NAB.
- 8.2 NAB will credit payments as soon as practicable after receipt of payment. However, NAB reserves the right not to increase the available credit by the amount of payment until NAB receives value for the payment (for example when a cheque is cleared).
- 8.3 Where a payment has been credited to the account, but NAB does not receive value for it (for example, if a cheque or direct debit is dishonoured), NAB will debit the payment amount to the account. NAB may reverse the application of the original payment or treat any part of the payment as a cash advance.
- 8.4 The balance owing on the account from time to time including fees and charges shall be payable by the customer to NAB promptly on demand.

9 Fees and charges

9.1 Government charges

- (a) To the extent allowed by law, NAB may charge the account with any government charges, taxes or duties, paid or payable in respect of this agreement, a related transaction or the relevant account.
- (b) These charges and duties are payable whether or not the customer is primarily liable for such charges and duties.

9.2 NAB fees and charges

- (a) The initial fees and charges payable under the facility are described in the Offer Letter and are subject to change under 17.
- (b) NAB will be entitled to debit any such fees and charges to the account or nominated account (if applicable) at monthly intervals, or such other intervals as NAB may from time to time determine, and the customer must pay such fees and charges in accordance with these Terms and Conditions.

10 Interest

10.1 Interest rate

The current interest rate is as described in the Offer Letter and is subject to change under 17.

10.2 Interest calculation

Interest charges will be calculated on a cash advance by applying the daily percentage rate for cash advances to the aggregated balance. The aggregated balance is calculated by adding together the daily unpaid balance of the cash advance for each day from and including the date assigned to the cash advance until and including the cycle date.

Interest charges will be debited to the account on that cycle date.

Payments that are dishonoured and treated by NAB as a cash advance under 8.3 will attract the cash advance interest rate until the amount is paid.

11 Lost/stolen cards

11.1 Notification procedure

If a card is lost or stolen the customer must immediately notify NAB using the telephone number referred to on the inside leaf of the front cover of these Terms and Conditions. Alternatively you can report a lost or stolen card by using any other means made available and notified to you, by NAB.

The customer must give NAB all the information the customer or any cardholder has about how the loss occurred.

11.2 Customer liability

The customer remains liable for any cash advance or purchase made by any other person before the customer notifies NAB of the loss or theft up to a maximum of:

- (a) in relation to all the uses of the card through an extra facility – the amount determined under the Terms and Conditions for the extra facility (if any);
- (b) in relation to all other uses of the card – a total amount of \$150.

- 11.3 Despite notifying NAB of an event described in 11.1, the customer remains liable for any cash advance or purchase made by a cardholder or any person authorised by a cardholder.

12 Disputed transactions

12.1 A disputed transaction may include:

- (a) An unauthorised transaction – An unauthorised transaction is typically one where the cardholder has not had any dealings with the merchant involved. Therefore these are transactions that the customer believes was not authorised by use of the card or account by a cardholder. This includes any unauthorised mail, telephone or Internet orders or any other unauthorised transaction on the account. In these instances the cards fraud team need to be contacted prior to dispute request being lodged. (Fraud contact **1300 622 372**)
- (b) General dispute – A disputed transaction is typically one where the cardholder has actively participated in the transaction or not aware of the merchant with a particular merchant.

A transaction can be disputed for the following reasons:

- Not recognized
- Non receipt of the goods/services ordered*
- Goods and services received were not what the cardholder initially ordered/different from what was ordered.*
- The transaction has processed through twice instead of once (Duplicated)
- The cardholder has been charged an amount different to what was stated when the order was placed/ purchase made (Incorrect amount processed)*
- The cardholder has cancelled a direct debit/ registration/subscription with the merchant however has been charged again for the cancelled services.*
- The merchant has promised the cardholder a credit however have failed to process the credit into the account.*
- The merchant has gone to process a credit into the account however have mistakenly processed it as another debit.*
- The transaction disputed has already been paid by another means.*

*Evidence and other supporting documentation in writing is required in order to investigate the matter further with the merchant's financial institution.

Despite notifying NAB of a disputed transaction the customer remains liable for any cash advance or purchase made by a cardholder or any person authorised by a cardholder.

12.2 Notification procedure

The customer should immediately notify NAB of any disputed transaction. If the transaction is one that is unauthorised the cardholder should contact NAB Cards Fraud immediately on **1300 622 372**.

NAB recommends that the customer promptly reads their statement of account.

Use the telephone number printed on the statement of account to report the disputed transaction.

The customer must give NAB all the information the customer or any cardholder has about how the disputed transaction occurred.

NAB may require the customer or cardholder to confirm details in writing.

12.3 Chargeback rights

Each card scheme (Visa, MasterCard) has a dispute resolution process that is contained in the operating rules of the global card scheme. This process sets out specific rules, regulations and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'.

NAB's ability to investigate any disputed transaction on the account, and subsequently process a chargeback is restricted by the time limits, rules and regulations imposed by the global card scheme.

Please note a charge back is initially a temporary credit into the cardholder's account. Once this has been applied the merchant's financial institution has 45 days to respond to the reversal raised against them. Should a response be received the case will then proceed to the next stage of the card dispute process in accordance with the global card scheme rules and regulations.

12.4 Timeframes for notifying NAB

The ability of NAB to dispute a transaction on the customer's behalf (where a chargeback right exists) may be lost if the customer does not notify NAB within the required timeframes. Under the card scheme rules and regulations a transaction needs to be disputed within a maximum of 120 days from the date of transaction.

For this reason, it is in the customer's interest to report any disputed transaction to NAB immediately. Furthermore depending on the dispute reason relevant documentation/evidence to support the claim will be required.

Where it can be shown that the customer has unreasonably delayed notifying NAB, the customer may be liable for the loss on any disputed transaction.

12.5 Timeframes for NAB to process a chargeback right

NAB will only process a chargeback for the customer (where such a right exists) where the customer has notified NAB of the disputed transaction within the required timeframe, as described in 12.4.

The timeframes for NAB to process a chargeback (where a chargeback right exists) vary between 30 days and 180 days depending on the card scheme and the type of disputed transaction and supporting documentation required. A charge back can only be raised once all the terms set out by the global card scheme rules and regulations have been met.

NAB will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant global card scheme rules and regulations.

13 Cancellation of cards

13.1 Cancellation of a card by NAB

- (a) NAB may at its discretion at any time without prior notice, cancel a card. Examples of when NAB may do this include, but are not limited to, where the customer or cardholder are in breach of this agreement, where NAB believes on reasonable grounds that the ongoing facility may cause the customer or NAB loss.
- (b) Upon receipt of advice of such cancellation, the customer will use its best endeavours to cause the card to be returned to NAB at the earliest possible date. Before being returned the card (including any chip on the card) should be cut diagonally in half.

13.2 Cancellation of a card – customer request

The customer can revoke the authority of a cardholder to operate the account if the customer:

- (a) gives NAB a notice requesting the authority be revoked or otherwise advise NAB in a manner acceptable to NAB that the customer wishes this to be done; and
- (b) takes all reasonable steps to return any current card to NAB or otherwise destroy the card (including any chip on the card) by cutting it diagonally in half. If the customer requests NAB to revoke the authority of a cardholder, the customer must immediately notify the cardholder of this request.

13.3 If the customer makes a request to revoke the authority of a cardholder to operate their card in accordance with 13.2, the customer is responsible for:

- (a) transactions generated by use of the card until the customer has made the request; and
- (b) transactions generated by use of the card which are processed to the account after NAB receives the customer's request.

13.4 Periodical payments

If a card is cancelled or the account is closed under 13.1, 13.2 or 16, the customer must cancel any periodical debits authorised to be made to the card or account by direction to the merchant.

14 Security

Where NAB holds, or during the term of the facility acquires, security of any description securing any other liabilities of the customer to NAB, the customer's liability under the facility, will also form part of the monies secured by that security.

15 Review of facility

NAB may conduct an annual review of the customer's operation of the facility and the customer's financial position, and the customer must provide NAB with any information NAB reasonably requires for that purpose.

16 Termination

16.1 Subject to 16.2:

- (a) this agreement is for an initial term of three years from the date of the Offer Letter; and
- (b) after that it continues for successive one year terms, except that either party may terminate the agreement in writing giving at least 60 days' notice prior to the start of each term.

16.2 NAB may end this agreement immediately if:

- (a) the customer breaches their obligations under this agreement and has not rectified the breach within seven (7) days of receiving written notification from NAB;
- (b) NAB considers on reasonable grounds the customer is or may be insolvent or unable to pay their debts as and when they fall due;
- (c) there is a change in the customer's ownership or control, without NAB's prior written consent (such consent not to be unreasonably withheld);
- (d) any other event or circumstance arises, financial or otherwise, which in NAB's reasonable opinion is likely to materially and adversely affect the customer's ability to perform or meet any of their obligations under this agreement.

16.3 The ending of this agreement or any part of it does not affect any of the customer's or NAB's rights and obligations that arose before it ended.

16.4 If this agreement is ended for any reason all cards will be immediately cancelled by NAB.

The customer must destroy each card as set out in clause 13.1(b) and return them to NAB immediately.

16.5 Upon termination of this agreement the whole of the unpaid balance (including fees and charges) on the account will become immediately payable to NAB. The customer is also liable to pay any amounts subsequently debited to the account, whether the amounts are accrued or charged before or after cancellation of cards or closure of the account on termination.

16.6 If the customer terminates this agreement during its initial three year term, NAB may at its reasonable discretion charge the customer a fee representing NAB's reasonable pre-estimate of costs arising from the early termination. For the purposes of this clause, the customer will be taken to have terminated this agreement when the customer gives NAB a notice to that effect or NAB determines in its reasonable discretion that the customer has indicated its intention to terminate this agreement.

17 Variation of Terms and Conditions

17.1 NAB may make changes

NAB may change:

- (a) the due date;
- (b) the interest rate;
- (c) the amount, frequency or time for payment of the fees and charges applicable to this agreement or impose a new fee or charge;
- (d) the amount, frequency or time for payment of the repayments required under this agreement; and
- (e) any of the other provisions of this agreement.

17.2 Notification of change

NAB will notify the customer of any unilateral change by NAB to an interest rate, and in the amount of any fees and charges (including the introduction of a new fee or charge) not later than:

- (a) in the case of a change to an interest rate – the date the change takes effect; and
- (b) in the case of a change to a fee or charge – 30 days before the change takes effect.

If notice of a change is provided by advertising, NAB will also give the customer particulars of the change before or when the next statement of account is sent to the customer after the change takes effect.

NAB will notify the customer of any other change that NAB may make unilaterally by giving the customer notice of the change not later than 30 days before the change takes effect.

17.3 NAB may agree to change this agreement or defer or waive any of the Terms and Conditions of this agreement without creating a new contract.

17.4 If any variation made in accordance with 17.1 has an adverse effect on the customer, the customer may terminate this agreement by repaying the facility. An early termination fee may be payable in accordance with 16.6.

18 Notices

- (a) A notice must be in writing.
- (b) If the customer wishes to give NAB a notice, the customer may send it by post, facsimile transmission or some other form of electronic transmission to, or leave it with an officer of NAB at the address stated in the Offer Letter or any other address NAB tells the customer.
- (c) If NAB wishes to give the customer a notice, NAB may:
 - (i) deliver it personally to the customer at the latest address of the place of residence or business recorded with NAB (or in relation to statements of account, the address nominated by the customer for the provision of statements of account); or
 - (ii) leave it at, or send it by post, facsimile transmission or some other form of electronic transmission to the address of the place of residence or business of the customer last known to NAB; or
 - (iii) by newspaper notice published in the metropolitan daily press; or
 - (iv) by making it available on a NAB service.

(d) For the purposes of this agreement a notice is taken to be given:

- (i) in the case of a notice given personally – on the date it bears or on the date it is received by the addressee, whichever is the later;
 - (ii) in the case of a notice sent by post – on the date it bears or the date it would have been delivered in the ordinary course of post, whichever is the later; or
 - (iii) in the case of a notice sent by facsimile transmission or some other form of electronic transmission – on the date it bears or the date on which the machine from which the transmission was sent produces a report indicating that the notice was sent to the number of the addressee, whichever is the later;
 - (iv) in the case of a communication by newspaper advertisement – the date it is first published; or
 - (v) in the case of a communication made available on a NAB service, when it was posted on that service.
- (e) NAB may notify the customer that a communication is available electronically (including SMS or electronic mail). The customer must check electronic communications regularly. The customer may change the nominated electronic address or withdraw agreement to receive notices by electronic mail means by giving NAB notice.

19 Instructions

19.1 Acting reasonably, NAB is authorised to act upon any instructions NAB receives in relation to the facility which appear to be properly created and sent by the customer's personnel, and in doing so will not be liable to the customer for effecting those instructions, except where NAB knew or ought to have known that those instructions were not in fact issued by the customer or with the customer's authority. NAB will also not be liable for any loss suffered or incurred by the customer if NAB acts on instructions which are the result of forgery, fraud, or error or are given in excess of authority of the customer's personnel issuing the same, except to the extent that the loss is due to NAB's unlawful or negligent acts or omissions.

19.2 All instructions shall be deemed to have been properly issued by the customer's personnel if the correct authorisation code/s or authorisation password/s (if any) have been entered and used.

NAB shall not be obliged to act upon any instructions which appear, in NAB's reasonable opinion, to be contrary to any applicable law, regulation, government, court or regulatory body's order, rule, or direction, or in circumstances which NAB reasonably deems inadvisable to effect such instructions.

19.3 In this clause:

Personnel includes the customer's agents, contractors and employees.

Instruction means any instruction in connection with the facility and includes without limitation cancellation of a card, application for increase or decrease in limit for a card, request for PIN/s and replacement cards, and applications for new or additional cards and any other instructions that NAB may deem reasonably appropriate from time to time.

20 Advertising

- 20.1 The customer agrees to allow NAB to use the customer's business name in any of NAB's advertising or marketing material for card and related products.
- 20.2 NAB agrees that without the customer's consent any such use of the customer's name will disclose no more than the fact that the customer uses or has used NAB's card products.

21 GST

- 21.1 If GST is imposed on any supply made by NAB to the customer under or in connection with this agreement, where any amount or consideration payable or to be provided by the customer under or in connection with this agreement in relation to that supply is exclusive of GST ('GST-exclusive consideration'), NAB may in addition to that GST-exclusive consideration, recover from the customer an additional amount on account of GST. This additional amount shall be calculated by multiplying the GST-exclusive consideration for the relevant supply by the GST rate prevailing when the relevant supply is acquired by the customer. This clause does not apply to a supply where the consideration is inclusive of GST.

22 Discretion

- 22.1 Any discretion conferred on NAB under this agreement will be exercised reasonably and in accordance with its legitimate business interests.

23 Code of Banking Practice

NAB has adopted the Code of Banking Practice and relevant provisions of the Code apply to this facility if the customer is an individual or a small business customer (as defined by the Code).

The customer can obtain from NAB upon request:

- (a) information on NAB's current interest rates and standard fees and charges relating to this facility;
- (b) general descriptive information concerning NAB's banking services including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) NAB's obligations regarding the confidentiality of the customer's information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of the customer informing NAB promptly when the customer is in financial difficulty;
 - (vii) the advisability of the customer reading the Terms and Conditions applying to each banking service NAB provides to the customer;
- (c) general descriptive information about:
 - (i) the identification requirements of the Anti-Money Laundering and Counter Terrorism Financing Act 2006;
 - (ii) the options available to the customer under the tax file number legislation; and
- (d) a copy of the Code of Banking Practice.

24 Privacy Act 1988 (Cth)

The Privacy Act 1988 (Cth) applies to this agreement if at the time the customer entered into this agreement the customer provided personal information of any individual. The customer can obtain from any of NAB's outlets our Privacy Policy which explains NAB's privacy practices with respect to the collection, use and disclosure of personal information. The Privacy Policy outlines the customer's privacy rights along with NAB's rights and obligations under the Privacy Act.

25 Waiver

- (a) If NAB does not exercise a right or remedy fully or at a given time, NAB can still exercise it later.
- (b) NAB is not liable for loss caused by the exercise or attempted exercise or failure to exercise or delay exercising a right or remedy.

PART B – GENERAL EXPLANATORY INFORMATION

This section does not form part of the customer's agreement with NAB. It contains descriptive information, designed for the customer to gain a general understanding of common banking practices and procedures in relation to cards issued in connection with a NAB Purchasing/Corporate Card facility. It is not a complete statement of the relevant law or practice. Further information on any matter covered in this section can be obtained by contacting any outlet of NAB or your banker. You may also wish to refer to the NAB website nab.com.au or nab.com.au/business/business-cards/nab-purchasing-and-corporate-cards for further Corporate Card product information.

A. Stopping periodic payments and mail order authority

If the customer wishes to cancel or make alternate payment arrangements for any preauthorised periodical debits (eg insurance premiums) or outstanding mail-order authorities on this account, the customer should notify this to the merchant. The customer is not able to cancel an authority to a merchant for these types of transactions merely by notifying NAB.

NAB cannot redirect transactions subject to an authority to a new account, even where the customer's existing account has been closed. The customer must notify the new account to the merchant. (If the account has not been closed, but a card number has been changed, for example, after the issue of a new card as a consequence of a lost card, then NAB may notify merchants with existing authorities of the new account number, so that they may continue to direct transactions to the account.)

Again, NAB may have rights against a merchant after a particular transaction has been processed if there is a dispute. The customer should notify NAB in writing of disputes as soon as possible.

B. Complaint investigation procedures

If the customer has a complaint, they should promptly notify the Card Centre or their banker.

The customer may be required to confirm details of the complaint in writing and to provide supporting material.

NAB will try and resolve the matter immediately to the customer's satisfaction.

However, if NAB is unable to do this, it will acknowledge receipt of the customer's claim and investigate the matter further after obtaining from the customer any additional information that is reasonably necessary.

Within 21 days NAB will advise the customer in writing of:

- (a) the outcome of its investigation – and including the reason for its decision and the specific part of the contract that was applied; or
- (b) the need for more time to complete its investigation.

NAB will endeavour to complete its investigation within 45 days of receiving the complaint unless there are exceptional circumstances of which it will advise the customer. On completing its investigation, NAB will promptly advise the customer in writing of the outcome and the reasons for this outcome.

The Australian Financial Complaints Authority

If your concerns haven't been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA):

Website: afca.org.au

Email: info@afca.org.au

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

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001

AFCA is an external dispute resolution (EDR) scheme to deal with complaints from consumers in the financial system. AFCA provides fair and independent financial services complaint resolution that's free to consumers.

C. Disclaimer

The information in this General Explanatory Information is general and descriptive and should not be taken as a complete statement of the relevant law or practice. NAB strongly suggests that the customer reads the Terms and Conditions in full. The customer should obtain legal advice or if applicable consult the Australian Financial Complaints Authority before relying upon any rights they think they may have as a customer of NAB.

Lost/stolen card reporting

In Australia

Call toll free, 24 hours per day
1800 033 103

Overseas

Call reverse charges, 24 hours per day
Visa **1 410 581 9994**
MasterCard **1 636 722 7111**

Customer services

- For telephone enquiries please call **13 10 12**.
- For email enquiries client.services@nab.com.au
- For correspondence concerning credit cards use the following postal address:

Corporate Cards
GPO Box 9992
Melbourne Vic 3001
Facsimile 1300 363 658

PRIVACY NOTIFICATION

This notification covers National Australia Bank Ltd ABN 12 004 044 937 and its related companies (the 'Group'). It includes all the banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations in the Group. We are grateful for the trust and confidence you have in us to safeguard your privacy. The notification tells you how we collect your information, what we use it for and who we share it with. It also points out some key features of our Privacy Policy available at nab.com.au/privacy. By providing personal information to us, you consent to the collection, use and disclosure of your information in accordance with this Notification and any other arrangements that apply between us.

How we collect information from you

We'll collect your personal information from you directly whenever we can, for example when you fill out a form with us, when you've given us a call, used our websites (including via cookies) or mobile applications or dropped into one of our branches. (See our Cookies Policy nab.com.au/cookies for more information). Sometimes we collect your personal information from third parties. You may not be aware that we have done so. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

How we collect your information from other sources

Sometimes we collect information about you from other sources. We may collect information about you that is publicly available (for example from public registers or social media), or made available by third parties. We do this where:

- we distribute or arrange products on behalf of others, including our business partners;
- we can't get hold of you and need to update your contact details;
- we need information from third parties about an application you make through us;
- we need information for fraud prevention purposes;
- we are checking the security you are offering;
- we can learn insight about your financial needs, such as through property information;
- you have consented to third parties sharing it with us, such as organisations we have loyalty programs with or we sponsor;
- at your request, we exchange information with your legal or financial advisers or other representatives.

We may use or disclose information about you in order to combine the information that we hold with information collected from or held by external sources.

When the law authorises or requires us to collect information

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information.

For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.

NAB believes that by applying for this account, you're not a US citizen or tax resident. If you are a US citizen or tax resident, you'll need to advise NAB by calling **1300 550 316** between 9am and 5pm (AEST/ADST) Monday to Friday.

How we use your information

We use your information to provide you with the product or service you asked for, and for other purposes including:

- giving you information about a product or service including financial help, guidance and advice;
- considering whether you are eligible for a product or service, including identifying or verifying you or your authority to act on behalf of a customer;
- processing your application and providing you with a product or service;
- administering the product or service we provide you, which includes answering your requests and complaints, varying products and services, conducting market research, and managing our relevant product portfolios;
- telling you about other products or services that may be of interest to you, or running competitions and other promotions (this can be via email, telephone, SMS, iM, mail, or any other electronic means including via social networking forums), unless you tell us not to;
- identifying opportunities to improve our service to you and improving our service to you;
- determining whether a beneficiary will be paid a benefit;
- assisting in arrangements with other organisations (such as loyalty program partners) in relation to a product or service we make available to you;
- allowing us to run our business and perform administrative and operational tasks (such as training staff, risk management; developing and marketing products and services, undertaking planning, research and statistical analysis; and systems development and testing);
- preventing or investigating any fraud or crime, or any suspected fraud or crime;
- as required by law, regulation or codes binding us; and
- for any purpose for which you have given your consent.

You can let us know at any time if you no longer wish to receive direct marketing offers from the Group. We will process your request as soon as practicable. Where you have subscribed to something specific (like to hear from one of our sponsored organisations) then these subscriptions will be managed separately. If you no longer wish to receive these emails click the unsubscribe link included in the footer of our emails.

How we use your credit information

In addition to the ways for using personal information mentioned above, we may also use your credit information to:

- enable a mortgage insurer or title insurer to assess the risk of providing insurance to us or to address our contractual arrangements with the insurer;
- assess whether to accept a guarantor or the risk of a guarantor being unable to meet their obligations;
- consider hardship requests; and
- assess whether to securitise loans and to arrange the securitising of loans.

What happens if you don't provide your information to us

If you don't provide your information to us, we may not be able to:

- provide you with the product or service you want;
- manage or administer your product or service;
- personalise your experience with us;
- verify your identity or protect against fraud; or
- let you know about other products or services from our Group that might better meet your financial, e-commerce and lifestyle needs.

Sharing your information

We may share your information with other organisations for any purposes for which we use your information.

Sharing with the Group

We may share your personal information with other Group members. This could depend on the product or service you have applied for and the Group member you are dealing with. Where appropriate we integrate the information we hold across the Group to provide us with a complete understanding of you and your needs, including giving you access to the Group or related products you hold via Internet Banking.

Sharing with MLC Limited

NAB acts for MLC Limited ABN 90 000 000 402 (described as MLC Life Insurance) in distributing their life insurance products. MLC Limited is no longer part of the NAB Group of companies. We may exchange personal information with MLC Limited or their service providers in order to administer and manage your life insurance products that are issued by them. We may also need to share information so as to ensure:

- your insurance premium is calculated correctly (balance information may be required to be shared so your insurance can be calculated) and where authorised, make payments on your behalf to MLC Limited;
- insurance claims and benefits are paid;
- insurance products are viewable to service customer contact (this includes showing your insurance products in NAB Internet Banking if you have a NAB Internet Banking ID);
- NAB and MLC Limited can both tell you about our respective marketing and products offers (including ensuring customers who hold MLC Limited products are excluded from NAB Group campaigns marketing MLC Limited products);

- a smooth customer experience when you contact us, including;
- we can transfer you to the right service centre;
- where appropriate, NAB and MLC Limited can cooperate in order to handle your complaint;
- being able to provide assistance should you wish to speak about your MLC Limited products held (for example, where possible, we may assist by updating contact details on request).

Some of the information exchanged will be stored and visible within NAB Group customer databases; with some of these databases being accessible to MLC Limited for a transition period. All information stored in these databases is subject to this privacy policy as well as NAB Group's security procedures and controls.

Sharing at your request

We may need to share your personal information with your representative or any person acting on your behalf (for example, financial advisers, lawyers, settlement agents, accountants, executors, administrators, trustees, guardians, brokers or auditors) and your referee such as your employer (to confirm details about you).

Sharing with credit reporting bodies

When we're checking your credit worthiness and at other times, we might share information about you with credit reporting bodies. When we give your information to a credit reporting body, it may be included in reports that the credit reporting body gives other organisations (such as other lenders) to help them assess your credit worthiness.

Some of the information that we give to credit reporting bodies may reflect adversely on your credit worthiness, for example, if you fail to make payments or if you commit a serious credit infringement (like obtaining credit by fraud). That sort of information may affect your ability to get credit from other lenders.

With your consent, personal information may also be shared with credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information. These checks help us verify whether your identity is real and are not a credit check.

Sharing with third parties

We may disclose your personal information to third parties outside of the Group, including:

- those involved in providing, managing or administering your product or service;
- authorised representatives of the NAB Group who sell products or services on our behalf;
- credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information;
- insurance, investment, superannuation and managed funds organisations, and their advisers and service provider;
- medical professionals, medical facilities or health authorities who verify any health information you may provide;
- real estate agents, valuers and insurers (including lenders' mortgage insurers and title insurers), reinsurers, claim assessors and investigators;

- brokers or referrers who refer your application or business to us;
- other financial institutions, such as banks, as well as guarantors and prospective guarantors of your facility;
- organisations involved in debt collecting, including purchasers of debt;
- fraud reporting agencies (including organisations that assist with fraud investigations and organisations established to identify, investigate and/or prevent any fraud, suspected fraud, crime, suspected crime, or misconduct of a serious nature);
- organisations involved in surveying or registering a security property or which otherwise have an interest in such property;
- organisations we sponsor and loyalty program partners, including organisations the NAB Group has an arrangement with to jointly offer products or has an alliance with to share information for marketing purposes;
- companies we arrange or distribute products for, such as insurance products;
- rating agencies to the extent necessary to allow the rating agency to rate particular investments;
- any party involved in securitising your facility, including the Reserve Bank of Australia (sometimes this information is de-identified), reinsurers and underwriters, loan servicers, trust managers, trustees and security trustees;
- service providers that maintain, review and develop our business systems, procedures and technology infrastructure, including testing or upgrading our computer systems;
- payments systems organisations including merchants, payment organisations and organisations that produce cards, chequebooks or statements for us;
- our joint venture partners that conduct business with us;
- organisations involved in a corporate reorganisation or transfer of NAB Group assets or business;
- organisations that assist with our product planning, analytics, research and development;
- mailing houses and telemarketing agencies and media organisations who assist us to communicate with you, including media or social networking sites;
- other organisations involved in our normal business practices, including our agents and contractors, as well as our accountants, auditors or lawyers and other external advisers (e.g. consultants and any independent customer advocates);
- government or regulatory bodies (including the Australian Securities and Investment Commission and the Australian Tax Office) as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities); and
- where you've given your consent or at your request, including to your representatives, or advisors.

Sharing outside of Australia

We run our business in Australia and overseas. We may need to share some of your information (including credit information) with organisations outside Australia. Sometimes, we may need to ask you before this happens. You can view a list of the countries in which those overseas organisations are located at nab.com.au/privacy/overseas-countries-list.

We may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

We will not share any of your credit information with a credit reporting body, unless it has a business operation in Australia. We are not likely to share credit eligibility information (that is, credit information we obtain about you from a credit reporting body or that we derive from that information) with organisations unless they have business operations in Australia. However in the event NAB seeks assistance from a related company to manage defaulting loans, we may need, as a consequence, to disclose credit eligibility information to the Bank of New Zealand, located in New Zealand. We are likely to share other credit information about you with organisations outside Australia. A list of countries in which those overseas organisations are located is set out above.

Accessing your information

You can ask us to access information that we hold about you. You have special rights to access credit information we obtain about you from a credit reporting body or that we derive from that information. You can find out how to access your information (including your credit eligibility information) by reading our Privacy Policy, available at nab.com.au/privacy or by calling **13 22 65** and asking us for a copy.

Correcting your information

You can ask us to correct information we hold about you. You have special rights to correct your credit information. You can find out how to correct your information (including your credit information) by reading our Privacy Policy, available at nab.com.au/privacy or by calling **13 22 65** and asking us for a copy.

Complaints

If you have a complaint about a privacy issue, please tell us about it. You can find out how to make a complaint (including special rights for credit information complaints) and how we will deal with these complaints, by reading our Privacy Policy, available at nab.com.au/privacy or by calling **13 22 65** and asking us for a copy.

Contact us

We care about your privacy. Please contact us if you have any questions or comments about our privacy policies and procedures. We welcome your feedback.

You can contact us by:

- submitting an online Compliments, Suggestions or Complaints form via nab.com.au
- calling our contact centre on **13 22 65** (Hearing impaired customers can call TTY **13 36 77**)
- speaking to us in person at a branch

Contact details for credit reporting bodies

When we're checking your credit worthiness and at other times, we might share information about you with credit reporting bodies. The contact details of those credit reporting bodies are set out below. Each credit reporting body has a credit reporting policy about how they handle your information. You can obtain copies of these policies at their websites.

Dun & Bradstreet Australia – www.checkyourcredit.com.au

- Dun & Bradstreet's credit reporting policy is set out at www.dnb.com.au/Header/About_Us/Legal/Privacy_policy/index.aspx
- **Phone:** 1300 734 806
- **Mail:** Public Access Centre
Dun & Bradstreet Australia
PO Box 7405 St Kilda Rd VIC 3004

Experian Australia – www.experian.com.au

- Experian's credit reporting policy is set out at www.experian.com.au/legal/credit-services-privacy.html
- **Phone:** 1300 783 684
- **Mail:** Consumer Support Experian Australia PO Box 1969 North Sydney NSW 2060

Veda Advantage Business Information Services Ltd

– www.mycreditfile.com.au

- Veda Advantage's credit reporting policy is set out at www.veda.com.au/privacy

Contact credit reporting bodies if you think you have been the victim of a fraud

If you believe that you have been or are likely to be the victim of fraud (including identity fraud), you can request a credit reporting body not to use or disclose the information they hold about you. If you do this, the credit reporting body mustn't use or disclose the information during an initial 21 day period without your consent (unless the use or disclosure is required by law). This is known as a **ban period**.

If, after the initial 21 day ban period, the credit reporting body believes on reasonable grounds that you continue to be or are likely to be the victim of fraud, the credit reporting body must extend the ban period as they think reasonable in the circumstances. The credit reporting body must give you a written notice of the extension.

Contact credit reporting bodies if you don't want your information used by them for direct marketing/pre-screening purposes

Credit reporting bodies can use the personal information about you that they collect for a pre-screening assessment at the request of a credit provider unless you ask them not to. A pre-screening assessment is an assessment of individuals to see if they satisfy particular eligibility requirements of a credit provider to receive direct marketing. You have the right to contact a credit reporting body to say that you don't want your information used in pre-screening assessments. If you do this, the credit reporting body must not use your information for that purpose.

For more information call

13 10 12

8am – 8pm EST, Monday to Friday
or visit [nab.com.au](https://www.nab.com.au)



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