



# NAB BUSINESS PRODUCTS

## Terms and conditions

Effective 28 February 2020

# Contents

<b>About this booklet</b>	<b>1</b>
<b>Summary of Important Information</b>	<b>2</b>
<b>Product Comparison Table</b>	<b>4</b>
<b>Part A Terms and Conditions</b>	<b>5</b>
NAB Business Everyday Account (\$0 Monthly Fee Option), NAB Business Everyday Account (\$10 Monthly Fee Option), NAB Business Interest Account, NAB Farm Management Account, NAB Community Fee Saver Account and NAB Business Management Account (No longer for sale)	5
NAB Business Cash Maximiser	8
NAB GST Business Offset Account (Farmer)	10
Payment Facilities	12
<b>Part B General Matters for all accounts, cards and services in the booklet</b>	<b>20</b>
General Matters	20
Banking Code of Practice	20
Discretions	21
Variation and notice provisions	21
How is the operation of the account governed?	24
Obligations for firms and joint customers	25
Can NAB choose not to apply a fee or charge?	26
Reference to Product Disclosure Statement (PDS) in ancillary documents	27
How can I get more information?	27
What do I do if I have a problem or dispute relating to my account?	27
Money Laundering and Illegality	27
<b>Part C NAB Business Visa Debit card terms and conditions</b>	<b>28</b>
When do the NAB Visa Debit card terms and conditions apply?	28
NAB Business Visa Debit card	28
Limits on use of your NAB Business Visa Debit card and card details	30
Processing of transactions by NAB	31
Statements and currency conversion	31
Lost/Stolen Cards	32
Disputed transactions	33
Cancellation of your card	34
Fees and charges	35
Miscellaneous	35

<b>Part D Electronic Banking terms and conditions – business accounts</b>	<b>36</b>
Application of Electronic Banking terms and conditions – business accounts	36
Limits on EFT transactions	37
Card based electronic banking facilities	39
Operation of card based electronic banking services	40
Deposits	42
Responsibilities and liabilities	43
ePayments Code warranty	46
<b>Part E NAB Internet Banking and NAB Telephone Banking terms and conditions</b>	<b>47</b>
General terms relating to NAB Internet Banking and NAB Telephone Banking	47
Terms and conditions for accounts	47
Authorised user	47
Liability for unauthorised transactions provisions for all personal EFT transactions	48
Allocation of liabilities for business EFT transactions	51
Processing of instructions to NAB	52
Type of accounts and transactions for NAB Internet Banking and NAB Telephone Banking	52
Accounts with other entities within the NAB Group	52
Service closure	52
ePayments Code Warranty	52
<b>NAB Internet Banking service</b>	<b>52</b>
Functionalities of the service	53
User authentication	53
User responsibilities relating to NAB Internet Banking	54
Liability for unauthorised transactions for personal EFT transactions	54
Instructions to NAB	54
Fees	55
<b>NAB Telephone Banking service</b>	<b>56</b>
User responsibilities relating to NAB Telephone Banking	56
Liability for unauthorised transactions for personal EFT transactions	56
Instructions to NAB	56
Recording of telephone calls	57
Fees	57
<b>BPAY terms and conditions</b>	<b>57</b>
<b>BPAY View – Only applicable to NAB Internet Banking</b>	<b>62</b>
<b>Privacy and BPAY</b>	<b>64</b>

<b>Part F NAB Express Business Deposit terms and conditions</b>	<b>66</b>
Using the service	66
Crediting accounts	67
Liability	69
Authorisations	69
Fees	69
Variations	70
Banking Code of Practice	70
GST	70
Termination	71
Separate conditions	71
Notices	71
Governing law	71
<b>Part G PayID, Osko and New Payments Platform</b>	<b>72</b>
About PayID	72
Your PayID	72
Making Payments to a PayID	75
Osko	75
<b>Part H Definitions</b>	<b>77</b>
<b>Privacy</b>	<b>85</b>

## About this booklet

This booklet forms part of the terms and conditions for NAB Business Products, Electronic Banking, NAB Internet Banking and NAB Telephone Banking along with the following documents:

- Business Banking Fees – A guide to fees and charges; and
- Indicator Rates – Deposit Products.

It's important that you read and understand these terms and conditions. They set out a number of obligations which you need to be aware of including, for example, under clause 4.18 you must promptly check your account statements and report to NAB any transactions recorded which you suspect you did not authorise or the details of which may be incorrect. Also to note is that under clause 5.3 if you overdraw an account or are overdue in making a payment to NAB, we may elect to use any of your available credit funds to correct the position and then inform you that we have done so. These documents are available from NAB at any time. If you haven't already received copies of each of these documents please contact NAB.

You can also get information about our indicator rates for NAB Business Products in the page headed 'Indicator Rates – 'business deposits' set out in our website at **nab.com.au**.

Any advice in this booklet has been prepared without taking into account your objectives, financial situation or needs. Before acting on this advice, NAB recommends that you consider whether it is appropriate for your circumstances.

### Tax File Number Options

If you do not provide your Tax File Number (TFN), Australian Business Number (ABN) or advise that you are eligible for an exemption from providing a TFN or ABN, NAB may be obliged to deduct Pay As You Go (PAYG) withholding tax at the maximum marginal tax rate (plus the Medicare Levy) from any interest income you earn on your NAB Business Product. If you're a non-resident of Australia, NAB may also be obliged to deduct PAYG withholding tax.

National Australia Bank Limited ABN 12 004 044 937, Australian Financial Services Licence 230686 is the issuer of each financial product included in these terms and conditions.

# Summary of Important Information

## Customer service

You can contact us by:

- calling us on **13 10 12**
- visiting our website **nab.com.au**
- writing to us at Level 1, 800 Bourke Street, Docklands VIC 3008; or
- 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 is lost or 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

- NAB Debit card  
International code +613 8641 9083 (Mon-Fri 8:00am - 8:00pm AEST/AEDT)  
International code +613 8641 7905 (all other times)
- NAB Business Visa Debit card  
Call reverse charges 24 hours a day  
Visa +1 303 967 1090

## Unauthorised transactions

If you believe there has been an unauthorised transaction, please notify NAB by calling **13 10 12**.

## NAB PIN

You may change your PIN as frequently as you wish at selected NAB Automatic Teller Machines ('ATMs'), online through NAB Internet Banking or NAB Mobile Banking app. Refer to clause 30.5 of Part D of this booklet 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**.

## **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** or after hours, freecall **1800 036 066**.

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

## **Resolving problems or disputes**

For information about resolving problems or disputes, contact NAB on **1800 152 015**, or ask at any NAB outlet. For more details about our internal dispute resolution procedure please ask for our complaints resolution brochure.

If we're unable to resolve your complaint to your satisfaction, you may be able to seek assistance from the Australian Financial Complaints Authority (AFCA). The Australian Financial Complaints Authority (AFCA) provides an independent dispute resolution service and is approved by the Australian Securities and Investments Commission (ASIC) as an external dispute resolution scheme.

## **Financial Claims Scheme Disclosure**

The Financial Claims Scheme provides a guarantee of funds deposited with an authorised deposit-taking institution (ADI) such as NAB. In the event that an ADI becomes insolvent, customers may be eligible to claim the amount of their deposits with that ADI from the scheme. Payments under the scheme are subject to a limit for each depositor. For more information regarding the Scheme, visit the Financial Claims Scheme website at [www.fcs.gov.au](http://www.fcs.gov.au).

# Product Comparison Table – Features and Benefits

This table is a summary of key features and benefits of NAB Business Products.

Key Information	NAB Business Everyday Account (\$0 Monthly Fee Option)	NAB Business Everyday Account (\$10 Monthly Fee Option)	NAB Business Interest Account	NAB Business Cash Maximiser	NAB Community Fee Saver Account	NAB Farm Management Account	NAB Business Management Account (No longer for sale)
<b>Account Access</b>							
ATM	✓	✓	✓	✗	✓	✓	✓
EFTPOS	✓	✓	✓	✗	✓	✓	✓
Internet Banking	✓	✓	✓	✓	✓	✓	✓
Telephone Banking	✓	✓	✓	✓	✓	✓	✓
Periodical Payments	✓	✓	✓	✗	✓	✓	✓
Direct Debit	✓	✓	✓	✗	✓	✓	✓
Cheque Book option	✓	✓	✓	✗	✓	✓	✓
NPP Payments	✓	✓	✓	✓ <sup>5</sup>	✓	✓	✓
<b>Returns</b>							
Interest calculated	✗	✗	Daily	Daily <sup>3</sup>	✗	Daily	Daily <sup>1</sup>
Interest paid	✗	✗	Monthly	Monthly	✗	Monthly	Monthly
Fee structure	See NAB's brochure 'Business Banking Fees – A guide to fees and charges' for full details of the fee structure for each product.						
<b>Product features</b>							
Minimum account balance	✗	✗	✗	✗	✗	✗	✗
Eligibility criteria	✗	✗	✗	Other NAB accounts and services must be held <sup>4</sup>	✓ To open a NAB Community Fee Saver account, you must be a not for profit organisation or community group	✗	✗
Statements	✓	✓	✓	✓	✓	✓	✓
Overdraft facility	✓ <sup>2</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>	✗	✓ <sup>2</sup>	✓ <sup>2</sup>	✓ <sup>2</sup>
Create PayID	✓	✓	✓	✓	✓	✓	✓

1 Interest is calculated on any credit balance greater than \$5,000.

2 Debit interest is calculated on the daily balance and charged monthly.

3 Interest is not calculated where the balance of the account is below \$10,000.

4 You must have a NAB business transaction account in the same name(s), and access via an electronic NAB service (eg. NAB Internet Banking or NAB Telephone Banking). See clause 2.1

5 Only for receiving payments.

## Part A Terms and Conditions

### 1 **NAB Business Everyday Account (\$0 Monthly Fee Option), NAB Business Everyday Account (\$10 Monthly Fee Option), NAB Business Interest Account, NAB Farm Management Account, NAB Community Fee Saver Account and NAB Business Management Account (No longer for sale) (each an ‘account’)**

#### **For NAB Community Fee Saver Account Only**

- 1.a The NAB Community Fee Saver account is only available to not for profit organisations and community groups. NAB may request from the applicant documentation relating to its not for profit or community group status. NAB will determine in its absolute discretion whether an applicant is a not for profit organisation or community group that is eligible for the account.

#### **How will the account work?**

- 1.b The first use of the account or a card issued under the account to access funds will be taken as the Customer’s acceptance to these Terms and Conditions. (Note: Your use of the account includes when you initiate any credit or debit transaction, request an overdraft for your account or when you swap from one business account to another of these business accounts. Use doesn’t include when you swap from an inactive business account).
- 1.1 You may deposit any amount and you may withdraw up to the available credit funds from the account or, if the account has an overdraft facility, up to the approved overdraft limit. Proceeds of any cheque or other item will usually not be available until the cheque or other item is cleared. If we make the proceeds of a cheque or other item available prior to the cheque or other item being cleared and the cheque or other item subsequently fails to clear, we will debit the corresponding amount from your account.
- 1.2 There is no minimum account balance which must be maintained.
- 1.3 You may withdraw from the account at any NAB outlet, subject to you providing suitable identification.
- 1.4 Upon request, NAB will provide a cheque book to access your account.
- 1.5 If you apply for and NAB agrees to give you an overdraft facility with the account, the overdraft facility will be subject to NAB standard terms and conditions for the facility which will be provided to you at the time. Additionally, NAB may also at its discretion allow you to overdraw the account:
- (a) if you do not have an approved overdraft limit, to any amount permitted by NAB from time to time; or
  - (b) if you do have an approved overdraft limit, to any amount permitted by NAB from time to time, beyond the amount of that limit.

If paragraph (a) applies, you may be charged overdrawn debit interest. If paragraph (b) applies, you may be charged interest in accordance with the terms and conditions of your overdraft facility. In both situations, you may also incur any applicable Dishonour charges, the amount and nature of which are detailed in NAB’s brochure ‘Business Banking Fees – A guide to fees and charges’ available from NAB at any time.

## What interest will I receive/pay?

- A**
- 1.6 Credit interest (if any) is paid on the account as follows:
- (a) for NAB Business Everyday Account (\$10 monthly Fee Option), NAB Business Everyday Account (\$0 Monthly Fee Option) and NAB Community Fee Saver Account, no credit interest is paid on the account.
  - (b) for NAB Business Management Account (No longer for sale), NAB will pay interest calculated on the daily credit balance of the account as at the end of each day (AEST/AEDT) that is greater than \$5,000 up to and including the day before the last banking day of each month and will credit the interest to the account the next banking day. Interest will only be paid on the credit balance greater than \$5,000. Different rates will apply to different levels of account balance. Those rates will also fluctuate. The applicable rate applies to the whole of the credit balance greater than \$5,000. Those levels of account balance and the rates applicable to them are as notified to you at the time you open your account in NAB's flyer 'Indicator Rates – Deposit Products'. You will be notified of any change to the rates and applicable account balances. They are also available from NAB at any time.
  - (c) for NAB Farm Management Account, NAB will pay interest calculated on the daily credit balance of the account as at the end of each day (AEST/AEDT), up to and including the day before the last banking day of each month and will credit the interest to the account the next banking day. Different rates will apply to different levels of account balance. Those rates will also fluctuate. The applicable rate applies to the whole of the credit balance. Those levels of account balance and the rates applicable to them are as notified to you at the time you open your account in NAB's flyer 'Indicator Rates – Deposit Products'. You will be notified of any change to the rates and applicable account balances. They are also available from NAB at any time.
  - (d) for NAB Business Interest Account, NAB will pay interest calculated on the daily credit balance of the account as at the end of each day (AEST/AEDT), up to and including the day before the last banking day of each month and will credit the interest to the account the next banking day. Different rates will apply to different levels of account balance. Those rates will also fluctuate. These levels of account balance and the rates applicable to them are as notified to you at the time you open your account in NAB's flyer 'Indicator Rates – Deposit Products'. You will be notified of any change to the rates and applicable account balances. They are also available from NAB at any time.
- 1.7 If the account is overdrawn without an approved overdraft limit, you must put the account in credit promptly and you must pay NAB interest on the amount overdrawn at the overdrawn debit interest rate charged by NAB for the account from time to time. The overdrawn debit interest rate is set out in NAB's flyer 'Indicator Rates – Deposit Products' and available at [nab.com.au](http://nab.com.au). You will be notified of any change to the overdrawn debit interest rate. It is also available from NAB at any time. The interest is calculated on the daily debit balance of the account as at the end of each day (AEST/AEDT) and will be charged to the account on the last banking day of each month.

## **How we determine your end of day balance for non-banking days**

- 1.8 When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (for example, NPP Payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day. So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.

## **When will I receive statements?**

- 1.9 NAB will provide you statements of the account at least every 3 months, unless you request otherwise.

If a NAB Business Visa Debit card is linked to your account a statement will be provided to you at least monthly, unless otherwise agreed.

## **What Bank fees are applicable to the account?**

- 1.10 NAB may debit the account with account fees and other standard service fees, the amount and nature of which are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.

## **General matters**

- 1.11 Part B of these terms and conditions entitled 'General Matters' are included in these terms and conditions.

## **What electronic access options are available?**

- 1.12 You may arrange for the account to be linked to your NAB Debit Card, NAB Business Visa Debit Card or your NAB personal Credit Card.
- 1.13 You may arrange to access the account through Telephone Banking or Internet Banking or similar service provided by NAB, such access will be governed by NAB standard terms and conditions relating to the service.

## **Closing your account**

- 1.14 You or any other authorised person can request to close your account by visiting a NAB branch, calling our contact centre, contacting your banker or by written notice. If we cannot execute your request, we may advise you of further information we require to process your request. Such termination will not affect any obligation incurred by you or under these terms and conditions. Monthly fees will apply even if the account may have been opened for only part of the month and will continue to apply until the account is closed. Any outstanding interest, fees and charges payable by you to NAB under these terms and conditions are payable upon closure. NAB may exercise its discretion to close an account due to unsatisfactory conduct or any other reason it deems appropriate, such as where an account that is designed for use by our business customers is being used for personal purposes. In this event, NAB will provide you notice in writing.

## 2 NAB Business Cash Maximiser

### How will the account work?

- 2.1 To operate on a NAB Business Cash Maximiser ('the account') you must, if you have not already done so:
- open a NAB business transaction account ('the transaction account') in the same name(s) as the account.
- The transaction account will be governed by NAB standard terms and conditions relating to the account; and
- arrange to access the account and the transaction account through Telephone or Internet Banking or a similar electronic service provided by NAB. Such access will be governed by NAB standard terms and conditions relating to the service.
- 2.2 After the first deposit has been made, you may deposit any amount, and you may withdraw any amount up to the available credit funds, from the account.
- 2.3 You can only make deposits to, or withdrawals from, the account by transferring funds between the account and another NAB account using an electronic NAB service.
- 2.4 You may not make deposits to, or withdrawals from, the account except as set out above. For example, you may not make deposits to, or withdrawals from, the account at NAB outlets, or by card, direct debit or cheque. NAB may however, at its discretion, provide you with cash or a cheque for the balance of the account when the account is closed.
- 2.5 There is no minimum account balance that must be maintained.
- 2.6 You must not overdraw the account. There is no overdraft or other credit facility available with the account.
- 2.7 If for any reason the account is overdrawn, you must put the account in credit promptly and you will pay NAB interest on the amount overdrawn at the overdrawn debit interest rate charged by NAB for the account from time to time. The overdrawn debit interest rate is set out in NAB's flyer 'Indicator Rates – Deposit Products' and available at [nab.com.au](http://nab.com.au). You will be notified of any change to the overdrawn debit interest rate. It is also available from NAB at any time. The rate is calculated on the daily debit balance of the account as at the end of each day (AEST/AEDT) and will be charged to the account, or to the transaction account, on the last banking day of each month.

### What interest will I receive?

- 2.8 The account will not earn any interest during any period in which the balance of the account is less than \$10,000.
- 2.9 Other than days on which the balance of the account is less than \$10,000, NAB will pay interest calculated on the daily balance of the account as at the end of each day (AEST/AEDT) up to and including the day before the last banking day of each month and will credit the interest the next banking day to the account, or such other account, as you and we agree.

- 2.10 Different rates will apply to different levels of account balance and to accounts opened in the name of self-managed superannuation funds (if requested by you). Those rates will also fluctuate. The applicable rate applies to the whole of the credit balance. Those levels of account balance and the rates applicable to them are as notified to you at the time you open your account in NAB's flyer 'Indicator Rates – Deposit Products'. You will be notified of any change to the rates and applicable account balances. They are also available from NAB at any time. It is your responsibility to request that NAB apply its rates for self-managed superannuation funds to the account, if applicable.

### **How we determine your end of day balance for non-banking days**

- 2.11 When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (for example, NPP payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day. So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.

### **When will I receive statements?**

- 2.12 NAB will send you statements of the account at least 6 monthly, unless you request otherwise.

### **What Bank fees are applicable to the account?**

- 2.13 No account fees are payable in relation to the account.
- 2.14 Other standard service fees may apply and may be debited to the account unless otherwise agreed. The amount and nature of NAB standard service fees are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.
- 2.15 Bank fees are payable on your transaction account in accordance with the terms and conditions of that account.

### **General matters**

- 2.16 Part B of these terms and conditions entitled 'General Matters' are included in these terms and conditions.

### **Closing your account**

- 2.17 You or any other authorised person can request to close your account by visiting a NAB branch, calling our contact centre, contacting your banker or by written notice. If we cannot execute your request, we may advise you of further information we require to process your request. Such termination will not affect any obligation incurred by you or under these terms and conditions. Monthly fees will apply even if the account may have been opened for only part of the month and will continue to apply until the account is closed. Any outstanding interest, fees and charges payable by you to NAB under these terms and conditions are payable upon closure. NAB may exercise its discretion to close an account due to unsatisfactory conduct or any other reason it deems appropriate, such as where an account that is designed for use by our business customers is being used for personal purposes. In this event, NAB will provide you notice in writing.

### **3 NAB GST Business Offset Account (Farmer)**

#### **How will the account work?**

- 3.1 You may deposit any amount and you may withdraw up to the available credit funds from the NAB GST Business Offset Account (Farmer) ('the account'). Proceeds of any cheque or other item will usually not be available until the cheque or other item is cleared. If we make the proceeds of a cheque or other item available prior to the cheque or other item being cleared and the cheque or other item subsequently fails to clear, we will debit the corresponding amount from your account.
- 3.2 There is no minimum account balance which must be maintained.
- 3.3 You may withdraw from the account at any NAB outlet, subject to you providing suitable identification.
- 3.4 Upon request, NAB will provide a cheque book to access your account.
- 3.5 Before you can open this account, and at all times while it is open, you must also have a working account of a type specified by NAB, active with NAB.
- 3.6 If at any time the working account is closed, NAB GST Business Offset Account (Farmer) must also be closed.

#### **What interest will I receive/pay?**

- 3.7 The account will not earn any credit interest whilst the account remains open. The linked working account will earn credit interest in accordance with its terms and conditions.  
If you have more than one working account you must tell NAB which of those working accounts is to be linked to the account.
- 3.8 If the account is part of a GST Business Offset Arrangement ('the GST offset arrangement'), the terms and conditions of the GST offset arrangement from time to time will apply.
- 3.9 If the account is overdrawn without an approved overdraft limit, you must put the account in credit promptly and you will pay NAB interest on the amount overdrawn at the overdrawn debit interest rate charged by NAB for the account from time to time.
- 3.10 The overdrawn debit interest rate is set out in NAB's flyer 'Indicator Rates – Deposit Products' and available at [nab.com.au](http://nab.com.au). You will be notified of any change to the overdrawn debit interest rate. It is also available from NAB at any time. The interest is calculated on the daily debit balance of the account as at the end of each day and will be charged to the account on the last banking day of each month.

#### **How we determine your end of day balance for non-banking days**

- 3.11 When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (for example, NPP Payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day.

So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.

## **GST offset arrangement**

### **Who is eligible and how do I apply?**

- 3.12 You may apply to NAB to participate in the GST offset arrangement. NAB may accept or reject your application at its discretion.
- 3.13 The GST offset arrangement is only available on certain overdraft accounts specified by NAB from time to time, details of which can be obtained from NAB. However, at any one time, only one overdraft account can be linked to the NAB GST Business Offset Account (Farmer).
- 3.14 A GST offset arrangement may not link an overdraft account with a NAB GST Business Offset Account (Farmer) which includes a name or names other than the name(s) in which the overdraft account is held.
- 3.15 While you have a GST offset arrangement, the following relevant terms relate to the calculation and payment of interest applying to:
  - (a) a NAB GST Business Offset Account (Farmer); and
  - (b) your linked overdraft account.

### **Offset arrangement**

- 3.16 While you have a GST offset arrangement your linked NAB GST Business Offset Account (Farmer) will not earn any credit interest even if the credit balance of that account exceeds the unpaid balance of your linked overdraft account.
- 3.17 You or NAB may end the GST offset arrangement by giving 7 days' notice to the other. However, if you default under your linked overdraft account, NAB may end the GST offset arrangement immediately by giving you a notice to this effect.
- 3.18 It is your responsibility to monitor the credit balance of the NAB GST Business Offset Account (Farmer), as against the unpaid balance of your linked overdraft account to achieve the best results for you under the GST offset arrangement.

### **NAB 100% Offset**

- 3.19 The interest charges which would otherwise be payable for the month under your linked overdraft account will be calculated in accordance with the usual interest calculations for that overdraft account. For the purposes of the GST offset arrangement, monthly interest will be calculated on the credit balance of the NAB GST Business Offset Account (Farmer) at the same interest rate and interest calculation as that applied to the overdraft account. The actual debit interest charged to the working account will be the sum of the overdraft account interest calculations minus the credit interest calculations for the NAB 100% Offset Account. As stated at 3.16, in order to have an effective offset arrangement, the working account cannot earn any credit interest.

**A** 3.20 If the credit balance of the linked NAB GST Business Offset Account (Farmer) exceeds the unpaid balance of your linked overdraft account at the end of a day, no interest will be charged under the overdraft account for that day.

3.21 If the overdraft account exceeds its agreed limit:

- (a) the rate as set out in the terms and conditions of your overdraft facility will be applied to the excess amount overdrawn regardless of any GST offset arrangement which may apply; and
- (b) the GST offset arrangement will be applied, in accordance with clause 3.8, to the amount drawn down equal to the agreed overdraft limit.

## Closing your account

3.22 You or any other authorised person can request to close your account by visiting a NAB branch, calling our contact centre, contacting your banker or by written notice. If we cannot execute your request, we may advise you of further information we require to process your request. Such termination will not affect any obligation incurred by you or under these terms and conditions. Monthly fees will apply even if the account may have been opened for only part of the month and will continue to apply until the account is closed. Any outstanding interest, fees and charges payable by you to NAB under these terms and conditions are payable upon closure. NAB may exercise its discretion to close an account due to unsatisfactory conduct or any other reason it deems appropriate, such as where an account that is designed for use by our business customers is being used for personal purposes. In this event, NAB will provide you notice in writing.

## 4 Payment facilities

### Cheques

NAB provides cheque access to certain accounts. These are listed in the Product Comparison Table. If you have cheque access to an account, the following terms and conditions apply:

4.1 General provisions

- (a) Each cheque must be completed properly and with due care so as to avoid fraudulent alteration and in accordance with the account authority you give NAB.
- (b) You must notify NAB immediately on **13 10 12** if you have any cause whatsoever to suspect that a cheque drawn on your account has been forged or fraudulently altered in any way or has been drawn in whole or in part without authority from you.
- (c) You must take reasonable care and precautions to prevent unauthorised, stolen, forged or fraudulently altered or drawn cheques being presented to NAB.
- (d) You must have in place adequate systems and procedures to prevent unauthorised, stolen, forged or fraudulently altered or drawn cheques being presented to NAB.

- (e) You must have in place, and implement, adequate systems and procedures by which you can ascertain within a reasonable time whether your account is being debited with amounts not authorised by you.
- (f) You must keep cheque forms issued to you in a safe place and you must notify NAB immediately on **13 10 12** if they are lost, stolen or misused.
- (g) When a cheque is drawn on your account, it will, when the cheque is handed to NAB:
  - i. be deemed to be a request by you to NAB to withdraw funds from your account for the amount shown on the cheque; and
  - ii. NAB will pay those funds to the payee, endorsee, holder, bearer, depositor or presenter of the cheque or that person's bank.
- (h) If there are not enough 'cleared funds' in your account when the cheque is presented for payment, NAB may dishonour or pay the cheque at its discretion. This may result in your account being overdrawn. You may also incur any applicable Dishonour charges, the amount and nature of which are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.
- (i) NAB may pay a cheque drawn on your account notwithstanding that it is a stale cheque within the meaning of the Cheques Act 1986.
- (j) NAB may pay a post-dated cheque drawn on your account at any time before the date of the cheque arrives.
- (k) The person signing the cheque must:
  - i. sign any alterations;
  - ii. date the cheque the date on which it was signed; and
  - iii. complete the details.
- (l) If, when checking any cheque or particulars of any cheque, NAB finds on it any irregularity or omission, NAB may dishonour payment of the cheque on your behalf.

#### 4.2 Stopping payment on a cheque

- (a) You may stop payment on a cheque before it has been paid. You may call NAB on **13 10 12** or notify us at any NAB outlet either in person or by phone.
- (b) If you advise NAB by phone, your written confirmation may be required.
- (c) No matter how you choose to notify NAB it is important to tell NAB quickly if you want to stop payment. You will be required to provide:
  - i. your account name and number;
  - ii. the cheque number and amount;
  - iii. the date of the cheque; and
  - iv. to whom the cheque is payable.

- (d) NAB may charge a fee for stopping payment on a cheque, the amount and nature of which are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.

#### 4.3 Dishonouring cheques

- (a) Your cheque may (at NAB discretion) be returned unpaid or dishonoured in certain circumstances, such as where:
- i. there are not enough available funds in your account or your overdraft limit is not enough to cover the cheque;
  - ii. there is some irregularity or omission with your cheque, for example your cheque is unsigned, is more than 15 months old, is post-dated (eg. bears a date that has not arrived), or has been materially altered (eg. by a change to the amount originally stated on it) and you have not signed the alteration;
  - iii. you have instructed NAB to stop payment of your cheque; or
  - iv. NAB has received notice of your mental incapacity or of your death.
- (b) You may also incur a Dishonour Fee, the amount and nature of which are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.

#### 4.4 Effect of crossing

- (a) If you cross a cheque you are telling NAB not to cash it over the counter. The cheque must be paid to a bank (eg. into a customer's account).
- (b) If NAB does cash the cheque, it may be liable for any loss suffered by the true owner.
- (c) A cheque is crossed by drawing across the face of the cheque from top to bottom two parallel lines, with or without the words 'not negotiable' between them. A crossing may be added by you when you make a cheque or by any person who obtains possession of your cheque.

#### 4.5 Meaning of 'not negotiable'

- (a) The words 'not negotiable' between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her. For example, your cheque might be stolen and then passed on by the thief to another person.
- (b) That person might then obtain payment of the cheque. In this case, if the cheque was crossed and marked 'not negotiable', the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though the person who has obtained payment may not have done anything wrong.

#### 4.6 Meaning of 'account payee only'

- (a) These words on a cheque are a warning to the bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee. If NAB pays

a different person, NAB may be liable to the true owner, unless NAB has acted in good faith and without negligence (eg. by making enquiries and receiving reasonable explanation).

(b) The words 'account payee only' do not prevent the transfer of a cheque.

#### 4.7 Significance of deleting 'or bearer'

- (a) Cheques are generally printed with the words 'or bearer' appearing at the end of the line on which you put the name of the person to be paid.
- (b) The words 'or bearer' mean that (except where the cheque is crossed), the bank on which the cheque is drawn has authority to pay the cheque to any person in possession of the cheque, even if that person found or stole it, unless NAB has reason to suspect that the cheque might have fallen into the wrong hands.
- (c) If you wish to alter this position by making the cheque an 'order' cheque, the simplest course is to cross out the words 'or bearer' which are printed on the cheque. Also, you may wish to add the words 'to the order of' before the name of the payee, but you will still need to cross out the words 'or bearer'.
- (d) If the cheque is an 'order' cheque, then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:
  - i. to the named payee; or
  - ii. to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

#### 4.8 Unauthorised alteration of your cheques

- (a) When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to complete the cheque so as not to mislead NAB or make it easy for someone else to alter your cheque.
- (b) Ways to assist you to correctly complete a cheque are:
  - i. do not leave gaps between the words or figures;
  - ii. begin the amount in words as close as possible to the left-hand side;
  - iii. begin the amount in figures as close as possible to the dollar sign (\$);
  - iv. never write a cheque in pencil or ink that can be rubbed out;
  - v. never sign a cheque before it is used or filled out; and
  - vi. always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

#### 4.9 When is a cheque 'cleared'?

- (a) Clearing a cheque involves several steps which may take, in normal circumstances, up to 3 working days.

- A
- (b) The steps involved in clearing a cheque are usually:
    - i. you deposit a cheque you have received into your NAB account;
    - ii. NAB will seek payment of the cheque from the bank on which the cheque is drawn (the two banks could be the same); and
    - iii. that bank will pay the proceeds of the cheque to NAB.

Only after the completion of these steps will the cheque be cleared.

- (c) Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account will be immediately credited with the proceeds of the cheque. This rule applies even to cheques made payable to 'cash'.
- (d) If a cheque you have deposited is dishonoured NAB will advise you. NAB will also reduce the balance of your account by the amount of the cheque already credited.

#### 4.10 Special clearance

If you want fast clearance of a cheque you deposit, you can ask NAB for a special clearance. You will be provided with an estimate of the time it will take and any applicable fees. The amount and nature of these fees are also detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.

#### 4.11 Third party cheques

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), NAB may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

#### 4.12 Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable.

Bank cheques are usually requested because of the higher likelihood that they will be paid. However, bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by NAB and non-NAB customers and a fee is charged. A bank may dishonour a bank cheque if:

- (a) the bank cheque is forged or counterfeit;
- (b) the bank cheque has been fraudulently and materially altered;
- (c) a fraud or other crime has been committed;
- (d) the bank is told the bank cheque has been lost or stolen;
- (e) there is a court order restraining the bank from paying a bank cheque;
- (f) the bank has not received payment or value for the issue of the bank cheque; or

- (g) a bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque is lost or stolen, NAB will, on certain conditions provide a replacement cheque for a fee.

## Direct debits

You may make regular payments to a third party ('Debit User'), by authorising the Debit User to debit your account with NAB. For eligible accounts refer to the Product Comparison Table.

### 4.13 General provisions

- (a) The Debit User will provide you with their form of direct debit request and a Direct Debit Service Agreement. Only Debit Users approved by a financial institution can make these arrangements on your behalf.
- (b) This agreement may provide for the debiting of your account with any amount charged by the Debit User. You may, however, be able to limit the amount or ask that the charging be delayed until after the issuing of a billing advice to you. These arrangements are between you and the Debit User.

### 4.14 Disputed debits

- (a) You must notify NAB as soon as possible if you suspect or believe that an amount debited to your account was unauthorised or otherwise irregular. Either visit your NAB outlet or call a Customer Service Representative on **13 10 12**.

NAB will promptly process your instruction:

- i. If you lodge a written claim with NAB regarding a disputed amount, you should receive a response within 7 banking days;
- ii. NAB suggests you contact the Debit User and refer to the Direct Debit Service Agreement. This may be especially helpful if you believe that an incorrect amount has been debited to your account.

### 4.15 Cancellation of direct debit authority

- (a) You may cancel your direct debit arrangements with a Debit User by calling NAB on **13 10 12** or visiting your NAB outlet and completing a cancellation request. If you advise NAB by phone, your written confirmation may also be required. NAB will promptly process your instruction and stop further debits to your account. NAB will advise the Debit User of your request to cancel the authority. NAB suggests you also contact the Debit User. This may be especially helpful when resolving complaints about incorrect charges.
- (b) To arrange for a direct debit by the Debit User to be resumed on your account, you will need to contact the Debit User and you will also need to contact NAB and cancel the stop payment.

#### 4.16 Non-payments

- (a) If there are insufficient cleared funds in your account to meet a direct debit payment, NAB may dishonour or pay the debit at its discretion. This may result in your account being overdrawn. If the debit is dishonoured, you may incur a Dishonour Fee, the amount and nature of which are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.
- (b) You must monitor your accounts to ensure that you have sufficient funds to meet your direct debit arrangements. NAB will not notify you if a debit is dishonoured or otherwise not made.

#### 4.17 Multiple authorities

- (a) If you have more than one direct debit arrangement with a Debit User on your account and cancel one arrangement, this will automatically stop all debits from your account by that Debit User.
- (b) To arrange for other direct debits to continue on your account, you will need to contact the Debit User. You will then need to contact NAB and cancel the stop payment to allow the Debit User to continue to debit your account.

### **You must check your statements**

- 4.18 Without limiting any part of these terms and conditions for your account, you must promptly review your statement of account to check for and tell NAB of any transaction recorded on your statement that you suspect for any reason that you did not authorise or for which the information recorded is incorrect. Failure to promptly report unauthorised transactions may increase your liability.

### **Indemnity**

- 4.19 In the absence of a breach of any obligation owed to you, NAB will not be liable for any loss that you incur:
- (a) if NAB refuses to allow payment of a cheque or direct debit in good faith in the ordinary course of business; or
  - (b) if a stop payment request is given too late to enable payment to be stopped; or
  - (c) if NAB suffers any loss as a result of acting on your instructions in relation to a cheque or direct debit (such as processing a request to cancel a direct debit arrangement or stopping payment on a cheque or direct debit); or
  - (d) as a result of you breaching any obligation you have in this clause.

Where NAB pays funds or suffers any loss under this clause, you must indemnify NAB. NAB will debit your account for the relevant amount.

## **General matters**

4.20 The terms and conditions in Part B of this booklet entitled 'General Matters' are included in these terms and conditions.

## **PayID and Osko Payments**

4.21 You can create a PayID, and make and receive Osko Payments and other NPP Payments from certain account types. For eligible accounts, refer to the Product Comparison Table.

Part G sets out additional terms and conditions in relation to PayID, Osko and NPP Payments.

# Part B General Matters for all accounts, cards and services in this booklet

## 5 General Matters

The following terms and conditions are included in the terms and conditions applying to all accounts, products and services in this booklet.

- B**
- 5.1 Each of the accounts, products and services in this booklet will be subject to the terms and conditions in this Part B and the applicable specific terms and conditions described in this booklet (together ‘these terms and conditions’). If there is any inconsistency between these terms and conditions and any other terms and conditions applicable to an account (for example in relation to an overdraft facility) then those other terms and conditions prevail to the extent of any inconsistency.
  - 5.2 An account must not be used for any personal or domestic banking. If you do not have an Australian Business Number then you agree to provide NAB with a declaration (in a form provided by NAB) that the account is not used for personal or domestic reasons.
  - 5.3 NAB can combine or set-off the balance of two or more of any type of accounts, credit facilities or other products held by the account holder with NAB, even if they are held at different branches or in joint names. This may happen when one of the account holder’s accounts is overdrawn or is in debit and another in credit. For example, the credit balance in one account can be used to repay the debit balance in another account. NAB will promptly inform you if it has exercised this right and NAB need not give you notice in advance. The account holder does not have a right of combination or set-off unless NAB has agreed.
  - 5.4 NAB will promptly give notice to you if we have combined any of your accounts. NAB need not provide this notice before taking such action.
  - 5.5 You cannot presume that NAB will pay cheques or other drawings on your account where payment will create an overdrawn balance, even if you hold credit funds in another account which are equal to or more than the overdrawn balance.
  - 5.6 Inactive accounts

If you have not operated your account for seven years (for example, by making deposits or withdrawals), the account may be closed and the balance transferred to the Commonwealth Government as unclaimed money. NAB will notify you at your last known address at least 30 days before any such variation takes effect.

## 6 Banking Code of Practice

- 6.1 NAB has adopted the Banking Code of Practice and relevant provisions of the Code apply to these products, if you are an individual or a small business customer referred to in the Code.
- 6.2 You can obtain from NAB upon request:
  - (a) information on NAB current interest rates and standard fees and charges relating to these products if any;

- (b) general descriptive information concerning NAB banking services including:
  - i. for accounts with cheque access, general descriptive information about cheques;
  - ii. account opening procedures;
  - iii. NAB obligations regarding the confidentiality of your information;
  - iv. complaint handling procedures;
  - v. bank cheques;
  - vi. the advisability of you informing NAB promptly when you are in financial difficulty; and
  - vii. the advisability of you reading the terms and conditions applying to each banking service NAB provides to you.
- (c) general descriptive information about:
  - i. the identification requirements of the Financial Transactions Report Act 1988 or the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, as applicable;
  - ii. the options available to you under the tax file number legislation; and
- (d) a copy of the Banking Code of Practice.

## 6.A 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.

## 7 Variation and notice provisions

### 7.1 Changes NAB may make:

- (a) In addition to the other changes NAB may make to these terms and conditions, NAB may change any other terms and conditions (including by imposing new fees or charges or changing the amount, type, or method of calculation of fees and charges payable). NAB will make any changes in accordance with any applicable legislation and industry codes. If you do not accept any change we make, you can ask NAB to close your account. You will need to pay any outstanding balance in order to do this.
- (b) If the account is not used for a period, the length of which is dependent upon the amount of money in the account, the crediting of interest and issue of statements to you, if applicable, will end and access will be restricted, or the account will be closed and the balance transferred to the Commonwealth Government. NAB will notify you at your last known address at least 30 days before any such variation takes effect.

### 7.2 Notice Provisions

NAB will give you notice of changes to the accounts, cards and services included in this booklet as set out in the table below and you agree to receive notice in such ways. If we believe a change is unfavourable to you, we usually give the notice specified under "Time Frame" below, but can give less notice or no notice if this is in accordance with law and industry codes. For example, this may happen if it is reasonable for us to give shorter notice, to manage an immediate and material risk.

(a) How does NAB notify you of changes?

Type of Change	Method of Notification	Time Frame
<b>Changes relating to Business Accounts in Part A</b>		
Introduction of a fee or charge	In writing or electronically	At least 30 days before the change takes effect
Changes to fees and charges	In writing, electronically or by media advertisement	At least 30 days before the change takes effect
Changes to interest rates	In writing, electronically or by media advertisement	No later than the day the change takes effect, except where the interest rate is not set by NAB (such as a money market rate) in which case notice will be given in writing or by media advertisement within a reasonable period of the change being made, unless another entity has publicised the change
Changes to the calculation of interest	In writing or electronically	At least 30 days before the change takes effect
Any other changes to the terms and conditions in Part A and B (including changes relating to interest other than changes to an interest rate)	In writing or electronically	At least 30 days before the change takes effect
<b>Changes relating to the use of your card or card details in Parts C and D</b>		
Changes to the daily limit that can be withdrawn or transferred from your card	In writing or electronically	At least 30 days (or any longer period allowed by law)
Changes to the time during which the daily limit applies to purchases and withdrawals of cash undertaken using a card or PIN	In writing or electronically	At least 30 days (or any longer period allowed by law)
Changes to an increase in the account holders liability for losses relating to EFT transactions	In writing or electronically	At least 30 days (or any longer period allowed by law)
Changes to fees and charges (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 or replacement card or PIN or card account details)	In writing or electronically	At least 30 days before the change takes effect
Any other changes to NAB Business Visa Debit terms and conditions in Part C or NAB Electronic Banking terms and conditions – business accounts in Part D	In writing, electronically or by media advertisement	No later than the day the change takes effect or as required under applicable laws and industry codes.
<b>Changes relating to the use of NAB Internet Banking and NAB Telephone Banking in Part E</b>		
Any change to or imposition of a daily or other periodic transaction limit	In writing or electronically	At least 30 days prior to the change taking effect
Any change to the number and type of accounts on which a transaction may be made, or type of transactions that may be made	In writing or electronically	At least 30 days prior to the change taking effect
An increase in the account holder's liability for losses relating to EFT transactions	In writing or electronically	At least 30 days prior to the change taking effect

Changes to fees and charges (including the introduction or increase of charges relating solely to the use of a NAB ID, authentication service or password or the issue of an additional or replacement NAB ID, authentication service or password)	In writing or electronically	At least 30 days before the change takes effect
Any other changes to the terms and conditions in Part E	In writing or electronically	At least 30 days before the change takes effect
<b>General Notification Provisions</b>		
Changes to government fees and charges	In writing, electronically or by media advertisement, unless the government publicises the change to fees and charges	At least 30 days before the change takes effect, or a shorter period if we give notice with reasonable promptness after we are notified by the government
<b>Changes relating to Express Business Deposits in Part F</b>		
Any change to the terms and conditions in Part F	In writing or electronically	At least 30 days before the change takes effect
<b>Changes relating to PayID, Osko and NPP Payments in Part G</b>		
Any change to the terms and conditions in Part G	In writing or electronically	At least 30 days before the change takes effect

(b) How do you notify NAB of changes?

Type of Change	Method of Notification	Time Frame
Change of Address (including nominated electronic address)	In writing, in person at any NAB outlet, via NAB Internet Banking or by calling us on <b>13 10 12</b>	As soon as possible
Notices, certificates, consents, approvals and other communications in connection with these terms and conditions (eg. cancellation of a card)	Electronically using the service or in writing, in person at any NAB outlet or by calling us on <b>13 10 12</b>	As soon as possible

### 7.3 Electronic Communication

- (a) To the extent permitted by law and subject to clause 7.4, 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 we may make available to you; or
  - ii. by making it available at NAB's website; or
  - 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 we agree with you.
- (b) Where communications are made available through NAB's website or through a NAB online banking service, we will let you know the information is there by sending you an SMS or email to the contact details we have on file, or by push notification from any NAB app or any other agreed method.

7.4 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.

7.5 For the purposes of clause 7.3:

- (a) You may request a paper copy of a communication given electronically within 6 months 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, 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.

## **8 How is the operation of the account governed?**

8.1 Provided that we have received notice of such authority in a manner recognised by us, each person you authorise to transact banking business on your behalf is able to undertake the following activities in respect of an account if it is the subject of such an authority and to the extent applicable to the account:

- (a) sign, draw, make, accept, endorse, discount or make arrangements with NAB regarding cheques, withdrawals, bills of exchange, bank cheques, periodical payment/debit authorities and electronic NAB services, orders and other instruments, and to overdraw the account(s) to any extent permitted by NAB. NAB will treat casual overdrafts as an application for credit;
- (b) endorse, assign or give NAB security over bills of lading, warehouse certificates and other documents conferring a right to or insuring goods and receive such documents and if required give trust receipts for same, and receive boxes, packets, deeds or documents;
- (c) purchase negotiable certificates of deposit, convertible deposits certificates and place money on term deposit and receive repayment and interest;
- (d) sign or execute guarantees, indemnities or declarations protecting NAB in relation to:
  - i. missing bills of lading or other documents conferring a right to insuring goods;
  - ii. guarantees or undertakings by NAB in its favour or on its behalf;

- iii. letters of credit;
  - iv. repurchase by NAB of bank/international cheques and other instruments; and
  - (e) apply for encashment/negotiation facilities and letters of credit upon terms acceptable to NAB including the giving and enforcing of security and relieving NAB from liability and enter into contracts with NAB for the sale or purchase of foreign currencies by NAB or NAB correspondents; and
  - (f) create a PayID in relation to the account and provide instructions in relation to the maintenance of that PayID, including to transfer the PayID to another account and to lock or close the PayID.
- 8.2 Should the authority referred to in clause 8.1 be terminated NAB must be immediately notified.
- 8.3 You authorise NAB to undertake the following activities in relation to an account:
- (a) accept deposits, make credits and attend to collection of proceeds;
  - (b) provide opinions for commercial enquiries where required.
- 8.4 Any one of you or of the persons you have notified to us as being authorised to make amendments to your account authorisations may authorise NAB to open joint accounts and approve the addition of any authorised third party.
- 8.5 NAB may elect to not follow instructions in relation to the operation of your account or performance of any transaction if:
- (a) NAB is not satisfied that the person giving the instruction has authority (for example, if NAB is not satisfied that the signature on the instruction matches the specimen signature held);
  - (b) in NAB's opinion, the instructions are not clear;
  - (c) NAB cannot authenticate or validate any information or documents relating to the account or service, a person who is authorised to transact on it, or the transaction; or
  - (d) NAB is notified of a dispute between joint account holders, partners or directors (in which case NAB may require all joint account holders, partners or directors to sign any authority to operate the account).

## **9 Obligations for firms and joint customers**

- 9.1 NAB will accept for credit of account(s), cheques, bills of exchange or other instruments made payable to any one or more of the authorising parties or the persons authorised to transact banking business on your behalf in accordance with clause 8.1. In the event of NAB in its discretion permitting the account(s) to be overdrawn, your liability to NAB in respect thereof shall be joint and several.
- 9.2 You must give NAB immediate notice of any change to the membership of your firm.

## **What goods and services tax and other taxes and charges apply?**

- 9.3 NAB may debit the account with government charges, duties and taxes relating to the account. For further information refer to NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.
- 9.4 If NAB is liable to pay goods and services or any similar tax (GST) on a supply made in connection with the account, you agree to pay to NAB (on demand) an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## **What conditions apply to joint accounts?**

- 9.5 If there are two or more of you, you will be treated as holding the account jointly and NAB may accept for credit to the account any cheque, payment order or bill of exchange that is payable to all of you. This means that each account holder has the right to all of the balance of the account, jointly with the other account holders.
- 9.6 If any of you die, the account will be treated as the account of the survivor or survivors jointly.
- 9.7 Unless any of you request otherwise, NAB statements and notices (including notification of any variation to these terms and conditions) will be forwarded to the first of you named in the account. If any of you agree, we may send statements, notices or other communication (including notification of any variation to these terms and conditions) to your mailing address or electronically, including by electronic mail you nominate. If you agree to receiving information electronically: NAB may notify you that information is available electronically (including SMS or electronic mail); you must check electronic communications regularly; you may not receive paper documents; you may change your nominated electronic address or withdraw your agreement to receive information by electronic mail by giving NAB notice; and you may request a paper copy of a communication given electronically within 6 months of the electronic copy being received or made available. In the absence of evidence to the contrary you will all be deemed to have received any NAB statements and notices in accordance with these terms and conditions.
- 9.8 A joint account holder may only make a withdrawal on the terms of any authority to operate on the account. If NAB is notified of a dispute between joint account holders, NAB may require all joint account holders to sign any authority to operate the account.
- 9.9 The liability of account holders under an account held in joint names is joint and several. This means each and all of the account holders are liable for the whole of any debit balance on the account.

## **10 Can NAB choose not to apply a fee or charge?**

- 10.1 NAB may at its discretion waive any fee or charge to the account to which it is entitled. The failure by NAB to collect any fee or charge that applies to the account does not give rise to a waiver of that fee or charge in the future.

## **11 Reference to Product Disclosure Statement (PDS) in ancillary documents**

- 11.1 Where the context so requires, a reference to a Product Disclosure Statement or a PDS for NAB Business Products in any brochure, letter, application form or other document issued by NAB shall be construed as a reference to these terms and conditions.

## **12 How can I get more information?**

- 12.1 You can obtain more information about NAB:

- (a) business products;
- (b) current interest rates;
- (c) standard fees and charges; or
- (d) banking with NAB;

by visiting **nab.com.au** or any NAB outlet, or calling **13 10 12**.

## **13 What do I do if I have a problem or dispute relating to my account?**

For information about resolving problems or disputes, contact NAB on 1800 152 015, or visit any NAB outlet. NAB has available on request information about the procedures for lodging a complaint. For more details about our internal dispute resolution procedures please ask for our complaints resolution brochure.

If you subsequently feel that the issue has not been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

Telephone: 1800 931 678 (free call)

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Postal address: Australian Financial Complaints Authority

GPO Box 3

Melbourne

VIC 3001

## **13A Money Laundering and Illegality**

- 13A.1 You agree that NAB may delay, block or refuse to make or receive or credit any payment using the services detailed in this booklet if NAB believes on reasonable grounds that making, receiving or crediting that payment may breach any law in Australia or any other country, and NAB will incur no liability to you if NAB does so.
- 13A.2 You declare and undertake to NAB that you do not have any reason to suspect that any payment NAB makes in accordance with any instructions you give NAB using the services detailed in this booklet will breach any law in Australia or any other country.

## Part C NAB Business Visa Debit card terms and conditions

The following terms and conditions apply to the use of NAB Business Visa Debit cards with your linked transaction account. In addition to the terms and conditions in this Part C, the terms and conditions in Part B of this booklet also apply to your NAB Business Visa Debit card.

Where we refer to use of, or using your NAB Business Visa Debit card, this includes use of, or using your card details as well where relevant. Please read the definition of 'use' in Part C of the Definitions of this booklet for more information.

### 14 When do these NAB Business Visa Debit card terms and conditions apply?

14.1 The terms and conditions set up in Part C apply when you accept them by using your NAB Business Visa Debit card or card details.

### 15 NAB Business Visa Debit card

15.1 Any NAB Business Visa Debit card issued by NAB to you is for use on your linked transaction account.

15.2 The NAB Business Visa Debit card remains the property of NAB.

15.3 NAB may at any time issue a new NAB Business Visa Debit card to you for use subject to these terms and conditions.

15.4 You are responsible for each purchase and cash withdrawal made using your NAB Business Visa Debit card. This is so whether the purchase or cash withdrawal is made at your request or by the authorised use of your NAB Business Visa Debit card. There are limits on your liability for unauthorised use set out in clause 20 and 21.

15.5 You are responsible for the security of any NAB Business Visa Debit card and card details issued to you. Any NAB Business Visa Debit card issued to you is for your use only. You are responsible for keeping your NAB Business Visa Debit card and card details in a safe place and providing protection from theft and misuse.

#### Additional NAB Business Visa Debit cards

15.6 If requested by you, NAB may issue a NAB Business Visa Debit card to any person whom you have authorised to operate your linked transaction account. In addition, NAB may at any time replace any NAB Debit cards issued to any person authorised to operate your linked transaction account with a NAB Business Visa Debit card.

15.7 You are responsible to NAB for the operation by an authorised cardholder of the NAB Business Visa Debit card (and card details) issued to them and your linked transaction account. NAB does not impose any joint or several liability on the authorised cardholder. You are liable to NAB if an authorised cardholder does not comply with these terms and conditions.

15.8 For this reason, you should ensure that any authorised cardholder receives a copy of these terms and conditions. The authorised cardholder should read and understand the terms and conditions set out in Parts C, D and where applicable, Part E.

15.9 An authorised cardholder is able to operate your linked transaction account through the use of the NAB Business Visa Debit card. For example, the authorised cardholder may use the NAB Business Visa Debit card to:

- make purchases;
- make balance enquiries through an ATM; and
- withdraw cash from an ATM.

15.10 Subject to the terms and conditions of any electronic banking facility, if an authorised cardholder has a Personal Identification Number (PIN) or other identifying number or password for use in relation to their NAB Business Visa Debit card (and card details) or the linked transaction account, the authorised cardholder can access your linked transaction account through use of their NAB Business Visa Debit card (and card details) and PIN or other identifying number or passwords.

15.11 You can cancel an authorised cardholder's NAB Business Visa Debit card by

- (a) instructing NAB in a manner acceptable to NAB that you wish this to be done; and
- (b) taking all reasonable steps to return that cardholder's NAB Business Visa Debit card to NAB or otherwise destroying that cardholder's NAB Business Visa Debit card by cutting it diagonally in half through the magnetic strip and chip. If you request NAB to cancel an authorised cardholder's card, you must immediately notify the additional NAB Business Visa Debit cardholder of your request.

Note: Cancelling an authorised cardholder's NAB Business Visa Debit card will not automatically revoke that person's authority to operate your linked transaction account for non-card based transactions. If you wish to also revoke the authority of the relevant person to operate your linked transaction account, you must let us know and complete any additional steps that we reasonably require.

15.12 If you make a request to cancel an authorised cardholder's NAB Business Visa Debit card in accordance with clause 15.11, you are responsible for:

- (a) transactions generated by use of the relevant NAB Business Visa Debit card and card details until you have made the request; and
- (b) transactions generated by use of the relevant NAB Business Visa Debit card and card details which are processed to your linked transaction account after NAB receives your request.

#### **Use of NAB Business Visa Debit card and card details**

15.13 A NAB Business Visa Debit card may be honoured by financial institutions and merchants displaying a sign or card promotional material that identifies the Visa card scheme. This does not mean that all goods and services available at those premises may be purchased by use of a NAB Business Visa Debit card.

15.14 You may be able to use your NAB Business Visa Debit card details through an electronic banking facility. This includes when the NAB Business Visa Debit card details are used at a merchant by mail, telephone order or through the Internet to pay for goods or services.

In this instance:

- (a) use of your NAB Business Visa Debit card details through an electronic banking facility will be subject to the terms and conditions of the electronic banking facility; and
- (b) where the terms and conditions of Part C conflicts with those of the electronic banking facility's terms and conditions, the electronic banking facility terms and conditions will prevail.

15.15 You should ensure that the transaction amount is correct before you authorise the transaction.

15.16 NAB is not responsible for goods or services supplied to a cardholder, and any complaint must 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 clause 21.

15.17 A NAB Business Visa Debit card transaction cannot be changed. It is an unchangeable order by you to NAB to process the transaction. You may not request NAB to alter or stop payment on the transaction. To cancel periodical debits authorised to be made by your NAB Business Visa Debit card you must contact the merchant and give directions to cancel them.

15.18 Your NAB Business Visa Debit card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by any law in the cardholder's jurisdiction.

15.19 NAB may temporarily block the use of your NAB Business Visa Debit card where it has reason to suspect inappropriate, unauthorised or unlawful activity on your NAB Business Visa Debit card.

NAB will endeavour to contact you in this event.

15.20 You are encouraged to maintain a record of any regular payment arrangement you elect to enter into with a merchant.

A regular payment arrangement includes regular direct debits, regular recurring payments and instalment payments from a debit card. Instalment payments are regular payments over a set period of time.

To either change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the regular payment arrangement NAB must accept the merchant's transaction (subject to there being sufficient funds or limits available). If possible you should retain a copy of your change/cancellation request. If the merchant fails to act in accordance with these instructions you may have the rights to a dispute.

## **16 Limits on use of your NAB Business Visa Debit card and card details**

16.1 A NAB Business Visa Debit card may not be accepted unless it carries your signature and is used during the validity-period shown on your card.

16.2 The available balance of your linked transaction account will be reduced by the amount of:

- (a) any transaction for which a merchant seeks authorisation even if the transaction is

not completed at the time of the authorisation. This authorisation is for the purpose of establishing that there are sufficient funds available in your transaction account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation; and

- (b) any debit to your transaction account under clause 17.1 except to the extent that the relevant transaction has already led to a reduction in the amount of available balance.
- 16.3 All purchases and cash withdrawals made using a NAB Business Visa Debit card through the Visa card scheme are limited to the available balance of your linked transaction account.
- 16.4 A cash withdrawal cannot be made using card details or card at a contactless reader.
- 16.5 Transaction limits apply to the use of card details or a card to make a purchase at a contactless reader without using a PIN. NAB will notify you of any such limit if your card is capable of making contactless purchases.

## **17 Processing of transactions by NAB**

- 17.1 Your linked transaction account will be debited with, and you agree to pay to NAB:
- (a) each purchase;
  - (b) each cash withdrawal; and
  - (c) fees and charges payable under the terms and conditions in Part C.
- 17.2 In the absence of evidence to the contrary:
- (a) the amount shown on a sales voucher or any other evidence of a purchase is sufficient evidence of the purchase; and
  - (b) the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal; and
  - (c) the above applies regardless of whether the voucher or other evidence is signed by you.

## **18 NAB may assign any date it reasonably considers appropriate to a debit or credit to your linked transaction account or may adjust any debit or credit for the purposes of correction.**

## **19 Statements and currency conversion**

- 19.1 NAB will give you a statement for your linked transaction account as set out in Part A.
- 19.2 If your NAB Business Visa Debit card or card details are used to make transactions in a foreign currency, the way amounts are converted to Australian dollars for listing on your statement is set out below:
- (a) Purchases, cash withdrawals, 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, pound 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 1 day prior to the Visa International Central Processing Date. The converted Australian dollar amount appears on your statement as the transaction amount.

- (b) A NAB International Transaction Fee is charged to your linked transaction account for purchases and cash withdrawals and calculated on the converted AUD transaction amount shown on your statement. The NAB International Transaction Fee includes a fee charged by Visa to NAB (and on charged by NAB to you).

(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 or cash withdrawal.)

## **20 Lost/stolen cards**

### **20.1 Notification procedure**

If a NAB Business Visa Debit card or card details is lost or stolen you must immediately notify NAB using the telephone number referred to in the 'Lost/Stolen Cards/Compromised Personal Identification Numbers (PINs)' details under Summary of Important Information at the front of this booklet, or any other means NAB makes available to you. Where requested, you must give NAB all the information you have about how the loss occurred.

### **20.2 Your liability**

You remain liable for any cash withdrawal or purchase made by any other person before you notify NAB of the loss or theft up to a maximum of:

- (a) in relation to all the uses of the NAB Business Visa Debit card through an electronic banking facility – the amount determined under the terms and conditions for the electronic banking facility (if any);
- (b) in relation to all other uses of the NAB Business Visa Debit card, a total amount of \$150.

20.3 Despite notifying NAB of an event described in clause 20.1, you remain liable for any cash withdrawal or purchase made by you.

### **20.4 Emergency card replacement**

If your NAB Business Visa Debit card is lost or stolen while you are overseas, you may request a NAB Business Visa Debit Emergency Card for use until your permanent replacement card is received.

You remain liable and responsible for the proper use of the NAB Business Visa Debit Emergency Card and any transactions made using the NAB Business Visa Debit Emergency Card or its card details.

## 20.5 New card details to your Merchants

If your NAB Business Visa Debit card details are changed ie. as a result of a lost or stolen card you must request the merchant to change the details of your existing regular payment arrangement to ensure arrangements continue. If you fail to undertake this activity your regular payment arrangement either may not be honoured by NAB or the merchant may stop providing the goods and/services.

## 21 Disputed transactions

21.1 A disputed transaction may include:

- (a) an unauthorised NAB Business Visa Debit card transaction – a transaction which you believe was not authorised by use of your NAB Business Visa Debit card or card details.
- (b) a general dispute – a transaction which you wish to dispute. This may include a transaction which has been processed to your NAB Business Visa Debit card more than once, or a transaction which was authorised by the use of your NAB Business Visa Debit card which you wish to dispute.

Despite notifying NAB of a disputed transaction you remain liable for any cash withdrawal or purchase made by using your NAB Business Visa Debit card.

### 21.2 Notification procedure for disputed transactions

You should immediately notify NAB of any disputed transaction.

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, NAB Connect or NAB Telephone Banking.

Use the telephone number printed on your statement or on the back of your NAB Business Visa Debit card to report the disputed transaction. You must give NAB any information you have about how the disputed transaction occurred. NAB may require you to confirm details in writing.

### 21.3 Chargeback rights

The Visa card scheme has a dispute resolution process that is contained in its operating rules. This process sets out specific circumstances and timeframes in which a member of the scheme (eg. a financial institution) can claim a refund in connection with a disputed transaction on your behalf. This is referred to as a 'chargeback right'.

This 'chargeback right' does not apply to transactions at EFTPOS terminals accessing your nominated account using the 'savings' or 'cheque' option.

NAB's ability to investigate any disputed transaction on your NAB Business Visa Debit card, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules for the Visa card scheme.

While your dispute is being investigated by NAB, the value of the disputed transaction will be withheld against your linked transaction account until the dispute is resolved.

## 21.4 Timeframes for notifying NAB

**The ability of NAB to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify NAB within the required timeframes.**

**For this reason, it is in your interest to report any disputed transaction to NAB immediately and certainly no later than 75 days after the date of transaction on your receipt.**

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

## 21.5 Timeframes for NAB to process a chargeback right where a chargeback right exists

NAB will process a chargeback for you when you have notified NAB of the disputed transaction within the required time frame, as described in clause 21.4.

The timeframes for NAB to process a chargeback vary between 75 days and 120 days depending on the type of disputed transaction.

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

## 21.6 Electronic transactions

If the ePayments Code is applicable to a disputed transaction, the timeframes as specified in clause 21.4 may not apply in certain circumstances.

The procedures for resolving disputed electronic transactions are set out in the terms and conditions of the electronic banking facility.

# 22 Cancellation of your card

## 22.1 Cancellation by NAB

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

The NAB Business Visa Debit card or card details may not be used after it is cancelled or your linked transaction account is closed. When NAB gives you notice of the cancellation you must destroy or return the NAB Business Visa Debit card to NAB and to take reasonable steps to prevent your card details from being used.

## 22.2 Cancellation by you

You may cancel your NAB Business Visa Debit card if you:

- (a) notify NAB using a notice method set out in clause 7, requesting that the NAB Business Visa Debit card be cancelled.
- (b) destroy or return your current NAB Business Visa Debit card to NAB and take reasonable steps to prevent your card details from being used.

You will remain liable for any transactions using your NAB Business Visa Debit card or NAB Business Visa Debit card details prior to your NAB Business Visa Debit card or linked transaction account being closed. NAB may seek to recover these funds from you.

NAB may refuse to authorise any transactions on your NAB Business Visa Debit card made after receiving your request to cancel your NAB Business Visa Debit Card.

## 22.3 Regular payment arrangements (including direct debits)

- (a) If your NAB Business Visa Debit card is cancelled under clause 22.2, you must cancel any direct debits authorised using your NAB Business Visa Debit card details.
- (b) If you elect to close your transaction account or your transaction account is closed by NAB you should contact the merchant to revise your regular payment arrangement as the merchant may stop providing the goods and/or services.

## 22.4 Terms and conditions continue after cancellation

The terms and conditions in Part C will continue after a NAB Business Visa Debit card is cancelled under clause 22 or your linked transaction account is closed and until any outstanding amounts to be debited to your linked transaction account are paid (whether the amounts are accrued or charged before or after the cancellation of your card or closure of your linked transaction account).

## 23 Fees and charges

NAB may debit your linked transaction account with fees applicable to the NAB Business Visa Debit card and other standard fees, the amount and nature of which are detailed in NAB's brochure 'Business Banking Fees – A Guide to Fees and Charges' available from NAB at any time. Any fees and charges paid by you are not refundable.

## 24 Miscellaneous

Parties other than NAB may from time to time offer certain goods and services to you:

- (a) free of charge; or
- (b) at a particular price, in connection with your NAB Business Visa Debit card. NAB is not responsible for any of these goods or services, or the failure of such a party to provide or perform such goods or services.

## Part D Electronic Banking terms and conditions – business accounts

The rights and obligations outlined in Part D of this page comply with both the ePayments Code and the Banking Code of Practice. In addition, the terms and conditions in Part B of this booklet apply to any use of NAB electronic equipment as set out in the terms and conditions in this Part D.

### 25 Application of Electronic Banking terms and conditions – business accounts

#### 25.1 When do these Electronic Banking terms and conditions – business accounts apply?

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

- (a) in relation to a card, by applying for the card to be issued and linked to any nominated account; or
- (b) the account holder or any cardholder conducts an EFT transaction on any nominated account; or
- (c) subject to clause 25.1(d) any cardholder receives their card; or
- (d) in relation to a credit card or NAB Business Visa Debit card, upon receipt of the card or card account details, whichever is received first.

However, note clause 30.5 and the guidelines on security in clause 30.6 apply immediately upon receipt of the PIN.

#### 25.2 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 card is used through a 'swipe-only' device that does not require a manual signature; and
- (f) at a contactless reader using a card or card details.

#### 25.3 Where these terms and conditions do not apply

These terms and conditions do not apply to transactions (including transactions involving nominated accounts linked to your cards) undertaken over the following channels:

- (a) NAB Internet Banking;
- (b) NAB Telephone Banking;
- (c) NAB Connect.

These channels have separate terms and conditions of use.

#### 25.4 Other terms and conditions

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) NAB Business Visa Debit cards – the terms and conditions for which are detailed in Part C of this booklet; and
- (c) any of the nominated accounts which can be accessed using your card.

Unless otherwise stated in these terms and conditions, the terms and conditions do not change or amend any of the existing rules, regulations, terms and conditions and disclosures pertaining to these cards or nominated accounts.

If there is any inconsistency between the terms and conditions in this Part D and the terms and conditions applying to your NAB Business Visa Debit card or nominated account, these Electronic Banking terms and conditions – business accounts apply to the extent any inconsistency exists in respect of EFT transactions, except for notice of cancellation or revocation of any electronic banking facility.

#### 25.5 Account holder to ensure distribution

Account holders must ensure that each cardholder is provided with a copy of these terms and conditions before any of the events referred to in clause 25.1.

## 26 Limits on EFT transactions

#### 26.1 Nominated accounts

Your card and PIN (or your card account details) enable transactions to be made on any NAB accounts which you have nominated for use with NAB card based electronic banking facilities.

#### 26.2 Number and type of accounts

There is a limit to the number and type of accounts which can be accessed by means of NAB card based electronic banking facilities.

#### **NAB Business Visa Debit cards**

- (a) NAB will nominate your transaction account to which your NAB Business Visa Debit card is linked as your primary account.

You may also nominate additional accounts being one main cheque or one main savings account. Home loan and personal loan accounts can be linked to enable crediting or checking the current balance at a NAB ATM or NAB branch.

- (b) EFTPOS terminals permit access to your nominated account(s) and will debit a transaction to one of your nominated account(s) such as the cheque or savings account to which the NAB Business Visa debit card is linked. That is, an individual EFTPOS transaction must be debited to one account, although a separate transaction may be debited to another designated 'main account'.

## **NAB Debit cards**

The Main Nominated Accounts comprise:

- (a) two main cheque accounts or two main statement savings accounts, (including home and personal loan accounts but excluding credit card accounts) or one of each; and
- (b) if a card is a credit card, the credit card account.

Furthermore, three additional accounts of either or both of the above account types (excluding credit card accounts) may be accessed by each card.

However, some types of electronic equipment may not allow access to all types of accounts.

EFTPOS terminals permit access to your nominated account(s) and will debit a transaction to one of your nominated account(s) being a cheque or statement savings account. That is, an individual EFTPOS transaction must be debited to 1 account, although a separate transaction may be debited to another designated 'main account'.

### 26.3 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 Business Visa Debit 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 27.3.

You will be advised of these specific limits when issued with your 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 limit the amounts withdrawn or transferred by use of NAB card based electronic banking facilities. However, the advised limit does limit your liability for unauthorised transactions (see clause 30).

### 26.4 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. NAB relies on this as authority to debit the amount shown. Neither a cardholder nor an account holder may request NAB to stop or alter the EFT transaction. However, the account holder's liability for the EFT transaction could be limited in terms of clause 30.3.

## 27 Card based electronic banking facilities

### 27.1 NAB ATMs

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

NAB ATMs allow you to withdraw or transfer funds between all nominated accounts, obtain a record of recent transactions, order a repeat statement 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's your responsibility to familiarise yourself with the correct use of ATMs. If you're unsure or require assistance in the operation of the ATM, please seek assistance from staff at a NAB outlet or contact NAB using the customer service details in Summary of Important Information at the front of this booklet.

### 27.2 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(s) 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. NAB accepts no responsibility for such fees and restrictions.

### 27.3 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(s) at certain locations. 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.

### 27.4 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, cardholders 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.

## 27.5 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 nominated account(s) which you did not seek to initiate). NAB accepts no responsibility for this differing functionality.

## 27.6 Fees

Fees may apply to any EFT transaction you undertake with NAB card based electronic banking facilities, the amount and nature of which are detailed in 'Business Banking Fees – A guide to fees and charges'.

# 28 Operation of card based electronic banking services

## 28.1 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 by NAB as evidence that the transaction has been performed. This condition does not apply to deposits lodged in ATMs (see clauses 29.1 and 29.2).

## 28.2 Statements

- (a) Credit card account statements are provided in terms of the credit card's specific terms and conditions. For other nominated accounts NAB will provide you with a statement at least every 6 months. You may request more frequent statements if you wish. To request a change to the frequency of your statement, please contact NAB using the customer service enquiry details in the Summary of Important Information at the front of this booklet.
- (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 banking day(s) after the day the transaction was made.

## 28.3 Review statements of account

You should always review your statement and bring to NAB 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 customer service details in Summary of Important Information at the front of this booklet.

## 28.4 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 customer service details in Summary of Important Information at the front of this booklet.

## 28.5 Cards

Remember to take proper care of your card. 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 an ATM or EFTPOS terminal.

- (a) Your card is issued with validity dates denoting month and year eg. 06/09 is June 2009. 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) You agree that 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; or
  - 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 discretion and is not subject to any prior notice.

## 28.6 EFTPOS terminal 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 without notice to you.

## 28.7 Merchants

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

Any complaints concerning goods and services purchased must generally be resolved with the merchant.

## 28.8 Promotional material

Promotional material referring to NAB 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.

## 29 Deposits

### 29.1 Cash deposits at ATMs

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

A cash deposit lodged in an ATM is subject to verification and at NAB discretion may not be credited to your account until the following banking day. Deposits made at an ATM after 6.00pm will be credited to your account within 2 banking days.

In the event of a discrepancy between the deposit value determined by NAB and the amount recorded by the ATM, the account holder will be promptly advised of the actual amount which has been credited to the nominated account. Remember to include the ATM deposit advice 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.

### 29.2 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 NAB outlet.) 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 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 1 or more cheques, the hold applies to the cash component as well as to the value of cheques.

Holds are normally applied for 3 banking 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 3 day period, you are advised to deposit the cash separately from the cheques. (That is, make 2 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 at any NAB outlet if holds are to be applied to any deposit.

Subject to clause 30, you, the cardholder, agree to indemnify NAB against all claims or liabilities it may incur as a consequence of it collecting a cheque of which you are not the true owner.

## 30 Responsibilities and liabilities

### 30.1 Your responsibilities with respect to the card

You must:

- (a) sign your card immediately on receipt;
- (b) keep your card in a safe place, and provide reasonable protection for the card from theft;
- (c) notify NAB should your card be lost or stolen (refer to the 'Lost/Stolen Cards Compromised Personal Identification Numbers (PINs)' details in Summary of Important Information at the front of this booklet);
- (d) advise any change of address (refer to Customer Service details in Summary of Important Information at the front of this booklet);
- (e) use your card in accordance with these Electronic Banking terms and conditions – business accounts;
- (f) destroy an expired card; and
- (g) if a temporary card has been issued to you, destroy it upon receipt of a personalised card.

### 30.2 General responsibility

The account holder is generally responsible for all EFT transactions authorised by the use of the card and/or PIN and/or the card account details or undertaken by another person with your knowledge and/or consent. The account holder's liability for any use not authorised by you may however be limited as provided below.

### 30.3 No account holder liability in some circumstances

The account holder is not liable for:

- (a) losses that are caused by the fraudulent or negligent conduct of NAB employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
- (b) losses arising because the PIN, card account details or card is forged, faulty, expired, or cancelled;
- (c) losses that arise from EFT transactions which required the use of your card or your PIN and that occurred before you received your card or PIN;
- (d) losses that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
- (e) losses resulting from unauthorised transactions occurring after notification to NAB that the card has been misused, lost or stolen or the security of the PIN has been breached;
- (f) losses resulting from unauthorised transactions where it is clear that you have not contributed to such losses.

## 30.4 Account holder liability for unauthorised transactions

The account holder 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 30.5 the account holder 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) 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 that the security of the PIN has been breached. The account holder 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) and when NAB was actually notified.

However in relation to (a) and (b) above, the account holder will not be liable for any of the following amounts:

- i. that portion of the losses incurred on any 1 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 your account(s) (including any pre-arranged credit);
  - iv. all losses incurred on any accounts which NAB and the account holder had not agreed could be accessed using your card and PIN.
- (c) where a PIN was required to perform the unauthorised transactions and neither paragraph (a) nor (b) applies, the account holder 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 account holder 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 1 day which exceeds any applicable daily transaction or other periodic transaction limit(s))

30.4A The account holder is liable for losses arising from unauthorised transactions that occur because you contributed to the losses by leaving a card in an ATM.

## 30.5 Your responsibilities

- (a) where NAB provides you with a PIN you must not:

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

### 30.6 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 your card or card account details;
- (b) destroy your PIN envelope after memorising your PIN;
- (c) take reasonable care when using an 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 must not:
  - i. record the disguised PIN on your card;
  - ii. disguise your PIN by reversing the number sequence;
  - iii. describe the disguised record as a 'PIN record' or 'Password record';
  - iv. disguise your PIN as a telephone number, part of a telephone number, postcode or date of birth;
  - v. disguise your PIN using alphabetical characters, eg. A = 1B = 2C = 3 etc.

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 30.6 are for your assistance but your liability in the case of an actual loss will be governed by the ePayments Code and clause 30.5 in this booklet. However, you should take care to meet the guidelines set out in clause 30.6 as a failure to meet these guidelines may in some circumstances constitute an act of extreme carelessness under clause 30.5(a)(iii).

### 30.7 Advising NAB

If you believe your card has been lost or stolen, your PIN divulged or that there has been misuse of your card, you must advise NAB as soon as possible. Please refer to NAB's Lost/Stolen Cards/Compromised Personal Identification Number (PINs) details in Summary of Important Information at the front of this booklet.

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

Where telephone facilities or any 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. Please refer to NAB customer service details in Summary of Important Information at the front of this booklet.

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

### 30.8 Liability under Visa card scheme rules

Notwithstanding the above where you notify NAB of an unauthorised transaction on a NAB Business Visa Debit card, NAB will not hold the account holder liable for an amount greater than the liability the account holder 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 Visa card scheme.

### 30.9 Failure of NAB electronic equipment

- (a) If the ePayments Code applies to you for an EFT transaction, 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 31 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.

## 31 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.

## Part E NAB Internet Banking and NAB Telephone Banking terms and conditions

The terms and conditions in Part B apply to any use of NAB Internet Banking or NAB Telephone Banking in addition to the terms and conditions in this Part E. You should read these terms and conditions before you use NAB Internet Banking and NAB Telephone Banking for the first time.

### 32 General terms relating to NAB Internet Banking and NAB Telephone Banking

- 32.1 NAB Internet Banking and NAB Telephone Banking are secure, convenient and easy to use. The service may be used by you to help manage your accounts.
- 32.2 NAB offers to make NAB Internet Banking and NAB Telephone Banking available to you on these terms and conditions.
- 32.3 NAB will rely on your acceptance of these terms and conditions when:
  - (a) a user accesses, or seeks to access, an account through the service; or
  - (b) in relation to NAB Internet Banking, a user clicks on the 'ACCEPT' button in the online registration process.

### 33 Terms and conditions for accounts

- 33.1 The terms and conditions in Part E are in addition to any of NAB terms and conditions for an account.
- 33.2 If there is any inconsistency between these terms and conditions and the terms and conditions applying to an account or to a service provided by NAB, these terms and conditions apply to the extent of that inconsistency.

### 34 Authorised user

- 34.1 NAB may allow any person over 16 years of age authorised by you to be an authorised user. It is your responsibility to ensure that any authorised user is over 16 years of age.
- 34.2 An authorised user may use a NAB ID issued to them in their own name, or alternatively they may use any additional NAB ID issued to you.
- 34.3 An authorised user who uses a NAB ID issued to them in their own name when accessing your account:
  - (a) will be registered as a user of the service by NAB in their own name, subject to clause 45.1;
  - (b) may be able to use the service to access and operate your account in every way available to you; and
  - (c) may be restricted to accessing and operating your account in any way specified by you.

- 34.4 An authorised user who uses an additional NAB ID issued to you:
- (a) will be registered as a user of the service by NAB in their own name, subject to clause 45.1;
  - (b) may be able to use the service to access and operate your account in every way available to you; and
  - (c) may be restricted to accessing and operating your account in any way specified by you.
- 34.5 Subject to clauses 35.6 and 36, you are liable for any use of your account or the service by an authorised user as if the account or the service had been used by you. You are also responsible for all instructions given in relation to your accounts using the service, which are authorised by the use of your password or the password of an authorised user, or undertaken by another person with the knowledge or consent of you or of an authorised user.
- 34.6 You should ensure that any authorised user has been provided with, and read and understood these terms and conditions before using the service.
- 34.7 If you no longer wish any authorised user to be able to access or operate your account using the service you must:
- (a) contact NAB on **13 10 12**;
  - (b) attend a NAB outlet to confirm service suspension; or
  - (c) comply with any other procedures specified by NAB.

## **35 Liability for unauthorised transactions provisions for all personal EFT transactions**

- 35.1 This clause sets out important rules which may govern an account holder's liability for unauthorised transactions. The liability provisions set out below overrides clause 36 to the extent of any conflict or inconsistency for all personal EFT transactions.
- 35.2 When the account holder is not liable
- The account holder is not liable for:
- (a) losses that are caused by the fraudulent or negligent conduct of NAB employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
  - (b) losses arising because the NAB ID, authentication service and/or password is forged, faulty, expired, or cancelled;
  - (c) losses that arise from personal EFT transactions which required the use of the authentication service and/or password and that occurred before the user received the authentication service and/or password;
  - (d) losses that are caused by the same personal EFT transaction being incorrectly debited more than once to the same account;
  - (e) losses resulting from unauthorised transactions occurring after notification to NAB that the security of the authentication service and/or password has been breached;

- (f) losses resulting from unauthorised transactions where it is clear that the user has not contributed to such losses.

### 35.3 When the account holder is liable

The account holder will be liable for losses resulting from unauthorised transactions as provided below:

- (a) where NAB can prove on the balance of probability that the user contributed to the losses through the user's fraud or contravention of the security requirements in clause 35.4, the account holder is liable for the actual losses which occur before NAB is notified that the security of the authentication service and/or password has been breached; and
- (b) where NAB can prove on the balance of probability that where the user contributed to losses resulting from unauthorised transactions because the user unreasonably delayed notifying NAB after becoming aware that the security of the authentication service and/or password has been breached. The account holder will then be liable for the actual losses which occur between the time the user became aware and when NAB was actually notified.

However, in relation to (a) and (b) above, for losses arising from unauthorised transactions the account holder will not be liable to pay:

- i. the portion of losses incurred on any 1 day which exceeds the applicable daily transaction limit(s) (if any);
  - ii. the portion of losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
  - iii. the portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
  - iv. all losses incurred on any accounts which the account holder and NAB had not agreed could be accessed using the authentication service and/or password.
- (c) When limited liability applies

Where the authentication service and/or password was required to perform the unauthorised transaction(s) and neither paragraph (a) nor (b) applies, the account holder is liable for the lesser of:

- i. \$150;
- 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 account holder have agreed may be accessed using the authentication device and/or password; or
- iii. the actual loss at the time NAB is notified that the security of the authentication service and/or password has become known to someone else (excluding that portion of the losses incurred on any 1 day which exceeds any applicable daily transaction or other periodic transaction limit(s)).

## 35.4 User's responsibilities under the ePayments Code

- (a) Where NAB provides the user with an authentication service and/or password the user must:
- i. not voluntarily disclose the authentication service and/or password to anyone including a family member or friend, except when you are creating an authorised user;
  - ii. not act with extreme carelessness in failing to protect the security of the authentication service and/or password; and
  - iii. not record the password without making any reasonable attempt to protect the security of the password record on the 1 article or on several articles so that they are liable to loss or theft simultaneously.
- (b) Where NAB allows the user to select a password or change the user's password the user must not select:
- i. a numeric code which represents the user's birth date; or
  - ii. an alphabetical code which is a recognisable part of the user's name.

Either of these selections may mean you are liable for losses caused by unauthorised transactions caused by a breach of the security of the password.

## 35.5 Failure of NAB equipment or NAB system

NAB will be liable to users for losses users suffer, caused by the failure of NAB equipment or NAB system to complete a personal EFT transaction accepted by NAB equipment or NAB system in accordance with the user's instructions.

However, where the user should have been aware that NAB equipment or NAB system was unavailable for use or malfunctioning, NAB responsibilities will be limited to the correction of any errors in the account holder's account and the refund of any charges or fees imposed on the account holder as a result.

NAB will also not be liable for any losses caused by the failure of NAB equipment or NAB system where NAB equipment or NAB system had not accepted the personal EFT transaction.

## 35.6 Advising NAB

If the user believes the security of the user's authentication service and/or password has been breached, the user must advise on 13 10 12 as soon as possible.

Once NAB has been notified of these matters the account holder's liability for further personal EFT transactions will be limited. Where telephone facilities for notification 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 the user's report, and the user should record or retain this acknowledgment.

## 35.7 Credit and charge cards

Notwithstanding the rest of clause 35 where the user notifies NAB of an unauthorised transaction on a credit card or charge card account, NAB will not hold the account holder liable for an amount greater than the liability the account holder 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.

## 36 Allocation of liabilities for business EFT transactions

### 36.1 You are not liable for any losses:

- (a) where it is clear that a user has not contributed to those losses;
- (b) that are caused by the fraudulent or negligent conduct of NAB employees or agents;
- (c) resulting from unauthorised transactions occurring after you notify NAB that a user's password has become known to someone else or the user's authentication service has been compromised.

### 36.2 Where it is unclear whether or not a user has contributed to the losses resulting from unauthorised transactions on an account using the service, you are only liable to pay \$150.

### 36.3 Where it is clear that a user has contributed to the losses because a user has failed to comply with clause 45 or you unreasonably delay notifying NAB under clause 47.5, then you are liable for those losses except for that portion of the losses incurred which exceed the balance of your account(s) (including any prearranged credit facility) or that portion of the losses incurred which exceed the total amount you are able to withdraw from your account(s) on the days the unauthorised use took place.

### 36.4 In the absence of a breach of duty or obligation owed to you, NAB is not liable for any loss or damage caused directly or indirectly to a user by:

- (a) any breakdown or interruption in the service due to circumstances beyond NAB control;
- (b) any corruption of data and any breakdown, interruption or errors caused to a user's computer or computing equipment as a result of using the service or as a result of software being downloaded to a user's computer for the purposes of the service;
- (c) intermittent interruptions to the service from time to time;
- (d) any delays or errors in the execution of any transaction or instruction in respect of your account because of any breakdown or interruption in the service due to circumstances beyond its control;
- (e) party to a payment instruction made by a user not receiving funds because of a problem with the information provided by the user (eg. a user provides NAB with the wrong account number or wrong PayID);
- (f) any delays or errors by other parties (eg. the failure of a financial institution to credit or debit your account in a timely manner); or
- (g) any refusal by a party to a payment instruction to accept, or acknowledge receipt of, the funds the subject of that payment instruction.

## **37 Processing of instructions to NAB**

Subject to clause 35.5:

- (a) In some circumstances, NAB may not act or may delay acting on any instruction given to it by a user through use of the service;
- (b) an instruction may be processed at the option of NAB on the next banking day after the instruction is given; and
- (c) the accuracy of information about an account a user obtains through the relevant service is subject to checking by NAB as part of its normal procedures.

In the absence of a breach of obligation owed to a user, NAB is not liable for any loss or damage caused directly or indirectly to a user as a result of NAB's failure to act or delay in acting on any instruction given to it by a user.

## **38 Type of accounts and transactions for NAB Internet Banking and NAB Telephone Banking**

You will be advised of the accounts and transactions you can undertake using the service when you sign up to the service. You may also refer to the FAQs in the Internet Banking section at [nab.com.au](http://nab.com.au) for further details.

## **39 Accounts with other entities within the NAB Group**

Where your account is maintained with another entity within the NAB Group, you agree that these terms and conditions will also apply to the use of NAB Internet Banking and NAB Telephone Banking in connection with that account.

## **40 Service closure**

You or NAB may end the use of the service at any time by giving a notice to the other. Examples of when NAB may end your use of the service include where the account is inactive and where NAB believes on reasonable grounds that continued use may cause loss to NAB or to you. These are examples only and do not prevent NAB terminating use of the service for any other reason.

## **41 ePayments Code Warranty**

NAB warrants that it will comply with the requirements of the ePayments Code for all personal EFT transactions conducted via NAB Internet Banking and NAB Telephone Banking service(s).

## **42 NAB Internet Banking service**

### **42.1 Use of the service**

Once:

- (a) you are taken to have accepted these terms and conditions under clause 32.3; and
- (b) a user has accessed the service by entering a NAB ID and their password; and
- (c) a user has created a different password to be used to access the service in the future; and

- (d) NAB has selected a billing account (another billing account may be subsequently selected by a user with NAB agreement); then

NAB will register the user as a user of the service and may, at its discretion, issue the user with an authentication service.

- 42.2 A user may use the service in accordance with the terms and conditions in this Part E, unless their use of the service is cancelled or suspended under these terms and conditions.
- 42.3 Access to the service, or access to certain functionalities of the service, may only be allowed by NAB:
  - (a) if the procedures specified by NAB have been complied with; and
  - (b) if NAB has received any document or information, including any document which identifies a user reasonably required by NAB.
- 42.4 Access to the service:
  - (a) will be denied to a user if the user enters an incorrect password on 3 consecutive occasions; or
  - (b) may be denied if any instruction given using the service, is made in language NAB considers to be inappropriate.

#### 42.5 Transfer of funds

Subject to clauses 34.3 and 34.4, a user will be able to transfer funds from your accounts to any other accounts accessible by the user using the service, whether the accounts are held with other financial institutions, other third parties or NAB.

The amount which is able to be transferred will be subject to a daily limit set by NAB. Users should refer to FAQs in the Internet Banking section at **nab.com.au** for details of any restrictions.

If a user uses a NAB ID issued to you, the user's ability to make such a transfer can be removed if you notify NAB under clause 34.7 that you want that to happen.

NAB bears no responsibility for limits and restrictions on any transfer of funds imposed by other financial institutions and third parties.

## 43 Functionalities of the service

NAB may at any time where reasonably necessary for its business purposes, add to, remove, change or impose restrictions on, the functionalities of the service.

## 44 User authentication

When NAB receives an instruction from a user to make payment to a third party account (including a BPAY payment) and the user has user authentication, NAB will require the user to provide the identifier generated by NAB in accordance with user authentication.

This requirement is in addition to any password or other information a user must give to NAB when providing an instruction using the service. The user should contact NAB Internet Banking Support on 1300 651 656 in the event NAB does not accept any instruction using the user authentication identifier. Provision of this identifier does not alter your responsibility for the transaction.

## **45 User responsibilities relating to NAB Internet Banking**

45.1 You must:

- (a) choose a new password whenever you are required to do so by NAB;
- (b) except when you are creating an authorised user, not disclose your password to any other person;
- (c) not record or store your password anywhere;
- (d) take reasonable care when accessing the service to ensure that your password is not disclosed to any other person, in particular ensuring that you are not observed while entering your password;
- (e) not provide your authentication service (if any) to any other person;
- (f) not use your authentication service (if any) other than in respect of the service. If you use your authentication service for any other purpose, NAB may revoke the authentication service and cancel the availability of the service to you;
- (g) check your account records carefully and notify NAB immediately of any apparent discrepancy; and
- (h) take every reasonable precaution to prevent the spread or diffusion of any software contamination including computer viruses and trojans.

45.2 You must ensure that an authorised user protects, stores and uses their password and authentication service (if any), in the same manner as clause 45.1 requires you to protect, store and use yours.

## **46 Liability for unauthorised transactions for personal EFT transactions**

In respect of unauthorised transactions for personal EFT transactions, your liabilities are governed by clause 35.

## **47 Instructions to NAB**

47.1 Subject to clauses 47.2 and 37:

- (a) an instruction to NAB by a user using the service constitutes a valid and irrevocable authority to NAB to follow that instruction; and
- (b) for payments to which cut-off times apply, a payment instruction which is given before the cut-off time for a day will be processed on the same day, but if it is given after the cut-off time it may be processed on the next banking day after the instruction is given; and

(c) for NPP Payments, a payment instruction will be processed as soon as practicable after the instruction is given.

- 47.2 An instruction to make a periodic or future dated payment continues until the expiry date authorised by a user, even if the service, or any authentication service used by a user to authenticate that instruction, has been cancelled.
- 47.3 In the case of an instruction to make a periodic or future dated payment, a user may revoke their instruction up until the cut-off time on the day payment is due to be made. Refer to clause 73.3 for further information about future dated payments to a PayID.
- 47.4 You are responsible for all instructions given in relation to your accounts which are authorised by a user's use of their password or authentication service or undertaken by another person with their knowledge or consent.
- 47.5 You must notify NAB immediately if:
- (a) a user's password becomes known to any other person or is compromised;
  - (b) a user's computer which the user uses to access and use the service is lost, stolen or fraudulently accessed;
  - (c) you become aware of any unauthorised transaction or error on an account using the service.

In respect to personal EFT transactions only, please also refer to clause 30.7.

- 47.6 Subject to clause 35.5, it is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the service is unavailable for use or malfunctioning.

## **48 This clause has been deleted**

## **49 Fees**

- 49.1 NAB standard fees relating to the service, including the use of the service, are payable by you in accordance with clauses 49.2 to 49.4.
- 49.2 NAB may debit your billing account with its standard fees relating to the service or use of service which are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges'.
- 49.3 If there are insufficient funds in your billing account, NAB will debit relevant fees or charges to the relevant account even if that causes the relevant account to become overdrawn or NAB may require you to pay the fees in any other manner NAB determines.
- 49.4 If you close your billing account, NAB will automatically select another account to which fees and charges relating to the service may be debited. If no account satisfactory to NAB exists, NAB may immediately cancel the availability of the service to you until such time that you open an account satisfactory to NAB or NAB may require you to pay the fees in any other manner NAB determines.

## **50 NAB Telephone Banking service**

### 50.1 Use of the service

NAB Telephone Banking is available to you on application if you are designated by NAB as a 'business customer'.

50.2 NAB will provide you with a NAB ID and a temporary password, which will be valid for 28 days from the date of issue on acceptance of your application for NAB Telephone Banking as a 'business customer'.

## **51 User responsibilities relating to NAB Telephone Banking**

51.1 A user may change a password by using the service. NAB reserves the right, at any time without notice, to cancel access to the service by a user and to cancel a NAB ID or a password.

51.2 The service may be used only with a correct NAB ID and password. You must ensure that you and all authorised users of the service:

- (a) choose a new password whenever you are required to do so by NAB
- (b) keep the password secret and do not write it down anywhere; and
- (c) take care to prevent the unauthorised use of the password.

51.3 If a password becomes known to any unauthorised person, the user must notify NAB immediately. NAB will cancel the password and give you a new one. Subject to clause 35, NAB is not liable for any loss or damage suffered by a user through misuse of a password. If a user considers there has been any error in relation to the use of a password, you must let NAB know immediately.

51.4 NAB may allow access to an account by any person using a NAB ID and password correctly.

## **52 Liability for unauthorised transactions for personal EFT transactions**

In respect of unauthorised transactions for personal EFT transactions, your liabilities are governed by clause 35.

## **53 Instructions to NAB**

Subject to clause 35:

- (a) an instruction to NAB by a user cannot be stopped once it is received by NAB;
- (b) Where reasonably necessary for its business purposes, NAB need not act on or may delay acting on any such instruction;
- (c) an instruction may be processed at the option of NAB on the next banking day after the instruction is given;
- (d) the accuracy of information about an account a user obtains through the relevant service is subject to checking by NAB as part of its normal procedures; and

(e) NAB is not responsible for any breakdown or interruption to the relevant service.

In the absence of a breach of obligation owed to you, NAB is not liable for any loss or damage caused directly or indirectly to a user as a result of NAB failure to act or delay in acting on any instruction given to it by a user.

## 54 Recording of telephone calls

NAB may arrange for all telephone calls to the service to be recorded for training and quality control purposes.

## 55 Fees

You must pay to NAB its standard fees relating to the service, including the use of the service which are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges'. Fees will be debited to an account selected by NAB.

## 56 BPAY® terms and conditions

### 56.1 BPAY® Scheme

NAB is a member of the BPAY Scheme. The BPAY Scheme is

- (a) an electronic payments scheme through which a user with BPAY access, can request NAB to make payments (BPAY payments) to participating organisations ('billers') who tell you that you can make payments to them through the BPAY Scheme (BPAY payments)
- (b) a scheme through which you can receive or access bills or statements electronically (BPAY View) from participating billers nominated by;
  - i. receiving an email sent to you whenever a bill or statement is received by us which directs you to link to the service via **nab.com.au** or
  - ii. accessing the service via **nab.com.au**
- (c) NAB will tell you if NAB is no longer a member of the BPAY Scheme.
- (d) When a user tells NAB to make a BPAY payment, the user must give NAB the required information specified in clause 56.4. NAB will then debit the specified account with the amount of that BPAY payment.

### 56.2 How to use the BPAY Scheme

- (a) A BPAY payment can be made from any account provided:
  - i. NAB will allow transfers from the account;
  - ii. there are sufficient funds or credit available in the account to meet the value of the BPAY payment; and
  - iii. the relevant biller agrees to accept the account.

- (b) When a credit card is used to pay a bill through the BPAY Scheme, NAB treats that payment as a credit card purchase transaction.
- (c) You acknowledge that the receipt by a biller of any mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the user and that biller.

### 56.3 Valid payment direction

BPAY payment instructions will be valid if, when the instruction is given to NAB, the NAB ID and password is used correctly.

### 56.4 Information you must give NAB

To instruct NAB to make a BPAY payment, a user must:

- (a) enter the correct NAB ID and password;
- (b) enter and select the appropriate biller code;
- (c) select the appropriate 'from' account;
- (d) enter the customer reference number;
- (e) enter the amount to be paid; and
- (f) confirm the details entered (if correct).

NAB shall not be obliged to effect a BPAY payment if NAB is not given all of the above information or if any of the information given to NAB is inaccurate.

### 56.5 Payments

- (a) NAB will not accept your instructions to stop a BPAY payment once instructed to make that BPAY payment.
- (b) A user should notify NAB immediately if the user becomes aware of making a mistake (except for errors relating to payment amount, which should be notified to the biller) when instructing NAB to make a BPAY payment, or if the user did not authorise a BPAY payment made from your account.
- (c) Subject to clause 56.8, billers who participate in the BPAY Scheme are required to agree that a BPAY payment you make will be treated as received by the biller to whom it is directed:
  - i. on the date that BPAY payment is made, if NAB is told to make the BPAY payment before NAB cut-off time for BPAY payments on a banking day; or
  - ii. on the next banking day, if NAB is told to make a BPAY payment after NAB cut-off time for BPAY payments on a banking day, or on a non-banking day.

However, please note that NAB cannot always control when a biller will actually treat the payment as being received.

- (d) A delay might occur in the processing of a BPAY payment where:
  - i. there is a public or bank holiday on the day after NAB is told to make a BPAY payment;

- ii. NAB is told to make a BPAY payment either on a day which is not a banking day or after NAB cut-off time for BPAY payments on a banking day;
  - iii. another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
  - iv. a biller fails to comply with its obligations under the BPAY Scheme.
- (e) While it is expected that any delay in processing for any reason set out in clause 56.5(d) will not continue for more than 1 banking day, any such delay may continue for a longer period.
- (f) A user must be careful to ensure that NAB is told the correct amount to be paid. If a user instructs NAB to make a BPAY payment and a user later discovers that:
- i. the amount NAB was told to pay was greater than the amount needed to be paid, you must contact the biller to obtain a refund of the excess.
  - ii. the amount NAB is told to pay was less than the amount needed to be paid, you can make another BPAY payment for the difference between the amount actually paid to a biller and the amount needed to be paid.

#### 56.6 Liability for mistaken payments, unauthorised transactions and fraud

- (a) If under this clause you are liable for an unauthorised or fraudulent payment as a result of a BPAY billing error and the ePayments Code applies, then your liability is limited to the lesser of:
- i. the amount of that unauthorised or fraudulent payment; and
  - ii. the limit (if any) of your liability set out in clause 35 of this booklet.

If (ii) applies, then NAB will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

- (b) NAB will attempt to make sure that BPAY payments are processed promptly by the participants in the BPAY Scheme. A user must tell NAB promptly if the user:
- i. becomes aware of any delays or mistakes in processing BPAY payments;
  - ii. did not authorise a BPAY payment that has been made from your account; or
  - iii. thinks that you have been fraudulently induced to make a BPAY payment. NAB will attempt to rectify any such matters in relation to your BPAY payments in the way described in this clause. However, except as set out in clauses 56.6, and 35 to 37, NAB will not be liable for any loss or damage (including consequential loss or damage) a user suffers as a result of using the BPAY Scheme.

The longer the delay between when you tell NAB of the error and the date of your BPAY payment, the more difficult it may be to perform the error correction. If this is the case, you will need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

- (c) If a BPAY payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, NAB will credit that amount to your account. However, if a user was responsible for a mistake resulting in that payment and NAB cannot recover within 20 banking days of NAB attempting to do so the amount of that payment from the person who received it, you must pay NAB that amount.
- (d) If a BPAY payment is made in accordance with a payment direction which appeared to NAB to be from you or on your behalf but for which you did not give authority, NAB will credit your account with the amount of that unauthorised payment.

However, you must pay NAB the amount of that unauthorised payment if:

- i. NAB cannot recover within 20 banking days of NAB attempting to do so that amount from the person who received it; and
- ii. the payment was made as a result of a payment direction which did not comply with NAB prescribed security procedures for such payment directions.

If NAB is able to recover part of the amount of that payment from the person who received it, you must only pay NAB the amount of that payment that was not able to be recovered.

- (e) If a BPAY payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss (including any consequential loss) unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.
- (f) If a BPAY Payment made by a user falls within the type described in clauses 56.6(c) or 56.6(d) and the payment also falls within the type described in clause 56.6(e), then NAB will apply the principles stated in clauses 56.6(e).
  - i. Except where a BPAY Payment is a mistaken payment referred to in clause 56.6(c), an unauthorised payment referred to in 56.6(d), or a fraudulent payment referred to in 56.6(e), BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where a user has a dispute with the biller about any goods or services a user may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

### **Important**

Even where a BPAY payment has been made using a credit card or a charge card no 'chargeback' rights will be available under the BPAY Scheme.

- (g) You indemnify NAB against any loss or damage (including any consequential loss or damage) NAB may suffer due to any claim, demand or action of any kind brought against NAB arising directly or indirectly because a user acted negligently or fraudulently in connection with this agreement.

## 56.7 Suspension

NAB may suspend your right to participate in the BPAY Scheme at any time including your use of BPAY View. Examples of where we may do this include where your account is inactive and where NAB believes on reasonable grounds that your continued participation in the BPAY scheme may cause loss to NAB or to you. These examples are for guidance only and do not prevent NAB from suspending access for any other reason.

## 56.8 BPAY payment cut-off times

There are cut-off times and processing times for biller payments.

### (a) **NAB Telephone Banking cut-off times**

The cut-off time is 6.30pm Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable).

### (b) **NAB Internet Banking cut-off times**

Please refer to the FAQs section in the Internet Banking section of [nab.com.au](http://nab.com.au) for further details.

However, the payment may take longer to be credited to a biller if you tell NAB to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY payment as soon as they receive its details.

## 56.9 When a biller cannot process a payment

If NAB is advised that a payment cannot be processed by a biller, NAB will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY payment; and
- (c) take all reasonable steps to assist in making the BPAY payment as quickly as possible.

## 56.10 Account Records

You should check your account records carefully, and promptly report to NAB as soon as you become aware of any BPAY payments that you think are errors or are BPAY payments that you did not authorise or you think were made by someone else without your permission.

NAB is not liable for loss suffered by a user where:

- (a) there is no breach of a legal duty of care owed to you by NAB or by any of its employees or agents; or
- (b) such loss or damage is not reasonably foreseeable result of any such breach.

NAB will not be responsible for any loss or damage resulting from a breach by you of any term of these terms and conditions.

## 57 BPAY View® – Only applicable to NAB Internet Banking

### 57.1 What you need to do to use BPAY View:

You need to register in order to use BPAY View on **nab.com.au**. Register by logging into the service at **nab.com.au** and selecting to register for BPAY View.

### 57.2 Registering with BPAY View:

If you register for BPAY View, you agree

- (a) to NAB disclosing to billers nominated by you:
  - i. such of your personal information (for example your name, email address and the fact you are our customer) as is necessary to enable the billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - ii. that an event in clause 56.3(b) (c), (d), (e) or (f) has occurred;
- (b) to NAB or a biller (as appropriate) collecting data about whether you access your emails, our service and any link to a bill or statement;
- (c) to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purposes of clause 57.2 NAB are the agent for each biller nominated by you under (a) above.

You can deregister a biller at anytime and the biller will be removed from your list of billers. The de-registration is effective immediately.

### 57.3 Bills – paper and electronic

You may receive paper bills and statements from a biller instead of electronic bills and statements:

- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a biller deregister from BPAY View;
- (c) if NAB receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to NAB undelivered;
- (e) if NAB are aware that you are unable to access your email or our service or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for an extended period.

NAB accepts no liability to provide you with a paper bill or statement in any of these circumstances unless NAB is the biller.

#### 57.4 Notice of bills or statements

You agree that when using BPAY View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - i. when you receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - ii. at the email address nominated by you;
- (b) if you receive notification on the service without an email then the bill or statement is received by you:
  - i. when a notification is posted on the service, whether or not you choose to access the service; and
  - ii. on the service;
- (c) bills and statements delivered to you, unless deleted by you, remain accessible through the service for the period determined by the biller up to a maximum of 18 months after which time they will be deleted, whether paid or not;
- (d) you will contact the biller if you have any queries in relation to bills or statements.

#### 57.5 What you must do:

You must

- (a) check your emails or the service at least weekly;
- (b) tell NAB if your contact details including email address change;
- (c) tell NAB if you are unable to access your email or the service or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive notifications (eg. it has sufficient storage space available).

Unless expressly provided for in these terms and conditions NAB is not responsible for arranging for or ensuring that any biller you nominate will make bills and statements available to you. If you fail to receive bills and statements from a biller or the bill or statement is not available to be viewed using BPAY View you should contact the applicable biller to obtain a paper bill or statement.

#### 57.6 Biller consent

If you tell NAB that a BPAY payment made from your account is unauthorised, you must first give NAB your written consent addressed to the biller who received the BPAY payment, consenting to NAB obtaining from the biller information about your account with that biller or the BPAY payment. If you do not give NAB that consent, the biller may not be permitted under law to disclose to NAB the information NAB needs to investigate or rectify that BPAY payment.

## 57.7 BPAY View billing errors

For the purposes of clause 57.7, a BPAY View billing error means any of the following:

- (a) if you successfully registered with BPAY View;
  - i. failure to give you a bill (other than because you failed to view an available bill);
  - ii. failure to give you a bill on time (other than because you failed to view an available bill on time);
  - iii. giving a bill to the wrong person;
  - iv. giving a bill with incorrect details
- (b) if your BPAY View deregistration has failed for any reason:
  - i. giving you a bill if you have unsuccessfully attempted to deregister.

## 57.8 If a billing error occurs:

- (a) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

57.9 For the purposes of clauses 57.7 to 57.9, you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

## **58 Privacy and BPAY**

58.1 In addition to clause 57.2, if you register to use the BPAY Scheme, you:

- (a) agree to NAB disclosing to billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
  - i. such of your personal information as is necessary to facilitate your registration for or use of the BPAY Scheme;
  - ii. such of your transactional information as is necessary to process your BPAY payments and your use of BPAY View. Your BPAY payments information will be disclosed to BPAY Pty Ltd, through its agent, the billers financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd through its agent, to the biller; and
  - iii. that an event in clause 57.3(b), (c), (d), (e) or (f) has occurred.

- 58.2 You must notify NAB, if any of your personal information changes and you consent to NAB disclosing your updated information to all other participants in the BPAY Scheme referred to in clause 58.1 as necessary.
- 58.3 You can request access to your information held by NAB, BPAY Pty Ltd or its agent, Cardlink Services Limited. For more information on how to access or correct your information held by NAB please see NAB's Privacy Policy at [nab.com.au/privacy](http://nab.com.au/privacy) or call 13 22 65. For more information on how to access or correct your information held by BPAY Pty Ltd or its agent, please see BPAY's Privacy Policy at [www.bpay.com.au/privacy.aspx](http://www.bpay.com.au/privacy.aspx)
- 58.4 You can make a complaint about the way your personal information is handled by NAB, BPAY Pty Ltd or its agent, Cardlink Services Limited. For more information on how you can make a complaint about NAB's handling of your information, please see NAB's Privacy Policy available at [nab.com.au/privacy](http://nab.com.au/privacy) or call 13 22 65. For more information on how you can make a complaint about BPAY Pty Ltd or its agent's handling of your information, please see BPAY's Privacy Policy at [www.bpay.com.au/privacy.aspx](http://www.bpay.com.au/privacy.aspx)
- 58.5 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY payment or use of BPAY View. To contact BPAY Pty Ltd please telephone (02) 9646 9222 or email [info@bpay.com.au](mailto:info@bpay.com.au)

# Part F NAB Express Business Deposit terms and conditions

## 59 Using the service

59.1 You may use the NAB Express Business Deposit Service ('the service') to deposit AUD cash, AUD cheques, and money orders.

59.2 Deposits using the service must:

- (a) be made by depositing a deposit bag in an express business deposit box at any NAB outlet which has an express business deposit box. Please note that whilst the Express Deposit Machine may be available 24/7, the deposits will only be processed on a banking day during NAB business hours (which can vary between branches).
- (b) be made using a deposit bag which complies with the following conditions:
  - i. any AUD cash deposited must be enclosed in the section of the deposit bag marked for cash contents (top section); and
  - ii. any AUD cheques or money orders, negotiable instruments or merchant summary envelopes deposited must be enclosed in the section of the deposit bag marked for items other than cash contents (bottom section); and
  - iii. the deposit bag must contain a fully completed credit/deposit slip accurately recording the contents of the deposit bag; and
  - iv. the deposit bag must fully display the credit/ deposit slip referred to in (iii) above in the clear window of the section marked for items other than cash contents; and
  - iv(b). the cash portion of the bag must be fully completed; and
  - v. if the deposit includes an AUD cheque or money order, the deposit bag must contain a duly completed credit/deposit listing sheet accurately recording the contents of the deposit bag, enclosed in the section of the deposit bag marked for items other than cash contents; and
  - vi. all credit card sales vouchers enclosed in the deposit bag must be enclosed in and accurately recorded on a merchant summary envelope;
  - vii. the deposit bag must not contain any item other than those described in (i) to (vi) above;
  - viii. the deposit details on the deposit bag must be fully and accurately completed and the deposit bag must be completely sealed using the seals;
  - ix. the seals on the deposit bag must be fully intact, in no way damaged and with no evidence of tampering; and
  - x. any single EBD bag must not contain more than a total of \$300 in coins, and silver coins are not to exceed \$100.

- (c) be made to credit a NAB (includes BNZA) business account or authorised Agent Bank and Credit Union customers account.
- (d) no container other than the EBD deposit bag provided by NAB is to be lodged in the deposit box.
- (e) You acknowledge and agree that:
  - (i) NAB will not provide any receipt for any EBD deposit; and
  - (ii) the Express Deposit Machine can generate a print-out record of deposit at the time of deposit limited to the following information: Bag number and time/date acknowledgement of the deposit, and that you must therefore retain your own comprehensive records of each EBD deposit.

59.3 NAB is not obliged to but may in its discretion accept, retain or process any attempted deposit using the service which does not comply with clauses 59.2 and 59.3 of these terms and conditions (a 'non-conforming deposit'). In respect of any non-conforming deposit NAB may in its discretion reject or return the relevant deposit bag to you unprocessed or partially processed.

59.4 You will ensure that any deposit bag provided to you is not released to any person not authorised by you to use it on your behalf and will establish and maintain security measures to comply with this condition. NAB is entitled to assume that any use of a deposit bag provided to you has been made by a person duly authorised by you to use it on your behalf, regardless of:

- (a) whether the person is so authorised; and
- (b) the true identity of the person.

59.5 You will notify NAB immediately of any theft or loss of any deposit bag provided to you by NAB.

59.6 NAB may in its absolute discretion decline a customer request for the use of the Express Business Deposit Service.

## **60 Crediting accounts**

60.1 If a deposit bag is deposited at a NAB outlet after close of business on a banking day NAB may treat this for all purposes as though the deposit bag was deposited on the next banking day.

60.2 Subject to clause 59 of these terms and conditions, deposits made using the service will be credited to the relevant account as follows:

If a deposit bag is deposited at a NAB outlet prior to close of business on a banking day the following applies:

- (a) for interest calculation purposes the amount recorded on the deposit slip will be credited to the relevant account on that banking day.

- (b) for the purposes of withdrawal of the amount recorded on the deposit slip, the following applies:
  - i. the amount recorded on the deposit slip may in NAB discretion be credited to the relevant account immediately; and
  - ii. the amount recorded on the deposit slip will be credited to the relevant account no later than commencement of business on the next banking day.

60.3 All crediting of a relevant account pursuant to clause 60.2 is subject to the following:

- (a) The credit is subject to NAB verification of the contents of the deposit bag. Any discrepancy between the amount or details of the deposit recorded on the deposit slip and the actual contents of the deposit bag once that discrepancy is discovered will be reflected in your account statement as an adjustment to your account balance as set out in this clause. In the absence of evidence to the contrary, NAB records of the contents of the deposit bag will be sufficient evidence of same.

To the extent of any such discrepancy NAB may:

- i. reduce or reverse or partially reverse the credit to the relevant account; or
  - ii. debit the relevant account or another account; or
  - iii. increase the credit or make an additional credit to the relevant account.
- (b) The proceeds of any cheques, payment orders or other negotiable instruments deposited will not be available for withdrawal until cleared.

To the extent of the amount of any such instruments which are not cleared which were included in the credit to the relevant account NAB may:

- i. reduce or reverse or partially reverse the credit to the relevant account; or
  - ii. debit the relevant account or another account.
- (c) NAB may in its discretion refuse to process third party cheques. To the extent of the amount of any third party cheques included in the credit to the relevant account, NAB may:
    - i. reduce or reverse or partially reverse the credit to the relevant account; or
    - ii. debit the relevant account or another account. If NAB processes a third party cheque you agree to indemnify NAB against all claims or liabilities it may incur as a consequence.
  - (d) All lodgings of credit card sales vouchers are subject to the terms and conditions of the merchant agreement and NAB procedures relating to the same.
  - (e) Discrepancy notification may take up to 10 days to be received.

## **61 Liability**

- 61.1 NAB will exercise due care and diligence in safeguarding deposit bags you deposit.
- 61.2 Subject to clause 61.1 of these terms and conditions, NAB is not responsible for and excludes all liability for any loss or damage (including any indirect or consequential loss or damage) which you may suffer or incur as a result of:
- (a) your breach of any of these terms and conditions;
  - (b) any loss or damage to a deposit bag or its contents which is outside NAB's control;
  - (c) any discrepancy between the amount of the details recorded on a deposit slip and the actual contents of a deposit bag containing that deposit slip as verified by NAB;
  - (d) any reasonable delay in NAB verifying the contents of a deposit bag or of notifying you of any discrepancy between the amount or details of the deposit recorded on the deposit slip and the actual contents of the deposit bag;
  - (e) any use of the service by you, your employees, contractors or invitees, whether or not authorised by you;
  - (f) the exercise by NAB of its rights under these terms and conditions;
- 61.3 NAB may in its discretion outsource the function of collection of deposit bags and verification of contents. For this purpose you authorise NAB to release information concerning you to the party to whom NAB so outsources functions for use in connection with the performance of that function.
- 61.4 You agree to indemnify NAB fully against any liability loss or damage suffered or incurred by NAB arising out of or in connection with any claim demand or action brought against NAB arising directly or indirectly from your use of the service.
- 61.5 Without limiting any other terms or conditions, you authorise NAB to debit any account with any monies due and owing to NAB at any time under those terms and conditions.

## **62 Authorisations**

Your operation of the service will be governed by the authorisations on your Account Authority Card and/or Verbal Account Authority Agreement.

## **63 Fees**

NAB may charge you fees and charges for access to and use of the service and for purchase of deposit bags which are set out in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time. Fees and charges are calculated and charged on the last banking day of each month. NAB may debit any account with the amount of any such fees and charges.

## **64 Variations**

64.1 NAB can, at any time:

- (a) introduce a new fee or charge;
- (b) vary the amount of a fee or charge, the way in which it is calculated or when it is charged;
- (c) change any of the other provisions of this agreement as a result of a change to any law affecting this agreement; and
- (d) change any other provision of this agreement.

NAB will make any changes in accordance with any applicable legislation and industry codes. If you do not accept any change we make, you can ask NAB to close your account. You will need to pay any outstanding balance in order to do this.

64.2 NAB will give you notice of any variations made pursuant to clause 64.1 within the time and by the means as set out in clause 7 of Part B.

## **65 Banking Code of Practice – Refer to clause 6 in Part B of this booklet.**

## **66 GST**

Notwithstanding any other provision of these terms and conditions:

- (a) In the event that GST has application to any supply made under or in connection with these terms and conditions NAB may, in addition to any amount or consideration payable in accordance with these terms and conditions, recover from you an additional amount on account of GST, such amount to be calculated by multiplying the relevant amount or consideration payable by you for the relevant supply by the prevailing GST rate.
- (b) Without limiting the generality of the foregoing, in the event that NAB is not entitled to an input tax credit in respect of the amount of any GST charged to or recovered from NAB by any person, or payable by NAB, or in respect of any amount which is recovered from NAB by way of reimbursement of GST referable directly (or indirectly) to any supply made under or in connection with these terms and conditions, NAB shall be entitled to increase any amount or consideration payable by you on account of such input tax and recover from you the amount of any such increase.
- (c) Any additional amount on account of GST, or on account of an amount for which NAB is not entitled to an input tax credit, recoverable from you pursuant to clause 66 (a) or 66 (b) shall be calculated without any deduction or set-off of any other amount and is payable by you upon demand by NAB whether such demand is by means of an invoice or otherwise.

## 67 Termination

Either party may terminate your use of the service at any time by written notice to the other party. Such termination will not affect any obligations incurred by you under these terms and conditions. All monies due and payable by you to NAB under these terms and conditions will immediately become due and payable on the date of termination. NAB will give you 30 days written notice of such termination, unless NAB believes shorter notice is necessary for NAB to avoid, or to reduce, a material increase in its credit risk or its loss.

## 68 Separate conditions

All terms and conditions and fees and charges applicable to your accounts continue to apply.

## 69 Notices

- 69.1 A notice, statement, certificates and other communications in writing is deemed to be duly given if:
- (a) given personally to the addressee (if you are a company, to one of your directors); or
  - (b) left at the last address advised; or
  - (c) sent by prepaid post to the address last advised;
  - (d) sent by facsimile to the facsimile number last advised;
  - (e) sent to an electronic address (including to the email address last advised) at the time the notification enters the server of the electronic or email address;
  - (f) where allowed by the terms and conditions, published in a newspaper or at **nab.com.au**; or
  - (g) given in any other way permitted by law.
- 69.2 A notice sent by post is taken to be received on the third day after posting.
- 69.3 A notice by facsimile is taken to be received on production of a transmission report by the machine from which the facsimile was sent which indicated that the whole facsimile was sent.

## 70 Governing law

These terms and conditions shall be governed by and interpreted according to the law for the time being of the State of Victoria. You and NAB submit to the jurisdiction of the courts of the State of Victoria.

## Part G PayID, Osko and New Payments Platform

This Part G sets out terms and conditions applicable to use of the PayID service, Osko and other NPP Payments. This Part G applies in addition to your account terms and conditions in Part A, the general matters set out in Part B, and, where applicable Parts C to E.

### 71 About PayID

- 71.1 PayID is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of a BSB and account number.
- 71.2 For some account types, you can create a PayID (eg. your mobile number, email address or ABN) to be linked to your account. Once a PayID is created, any payments which a person makes to that PayID will be directed to the account to which that PayID is linked ('the Linked Account'). For eligible accounts, refer to the Product Comparison Table in Part A of this booklet.
- 71.3 Each PayID can only be linked to one account at a time, but an account can have multiple PayIDs linked to it. For example, you can create your mobile number and email address as PayIDs to the same account (in which case payments made to either PayID type will be directed to the same account), but you can't create your mobile number or email address as the PayID for more than one account at a time.
- 71.4 Where your account is held in joint names, each account holder can link a PayID to the account.
- 71.5 You are not obliged to create or use a PayID for your account. You can continue to operate your account without a PayID, in which case payments to your account will require your BSB and account number.

### 72 Your PayID

#### 72.1 Creating your PayID

- (a) You can create a PayID for your eligible account through a NAB online banking service that supports PayID creation. We will not create a PayID for you without your prior consent.
- (b) In creating a PayID, you represent and warrant that:
  - i. You own or are otherwise authorised to use the PayID;
  - ii. the PayID is current, accurate and complete; and
  - iii. You agree to your PayID being registered in the PayID service.
- (c) We can refuse your request to create a PayID where:
  - i. we have not yet completed verifying your identity; or
  - ii. we are not satisfied that you own or are otherwise authorised to use that PayID; or
  - iii. we reasonably suspect that the PayID is or has been or will be used for a fraudulent purpose; or

- iv. we are required to do so by law or by the operator of the New Payments Platform; or
  - v. the PayID is already created.
- (d) Where your attempt to create a PayID fails because that PayID is already created by someone else in the PayID service, we will try to assist to resolve this by contacting the financial institution or other entity that registered that PayID, who is then required to contact the customer to which the PayID is registered to establish if that customer has the right to use the PayID. If that person cannot establish that they are the rightful owner of the PayID, their financial institution is required to close that PayID.

## 72.2 PayID Name

A PayID Name must be registered with your PayID. When you create your PayID, we will either:

- (a) issue you a PayID Name; or
- (b) enable you to select your own PayID Name from a list we provide you.

We will not permit selection of a PayID Name that we consider could mislead or deceive a payer into sending you NPP Payments intended for another payee.

## 72.3 Privacy and disclosure

- (a) By creating your PayID you acknowledge that you consent to our recording of your PayID, PayID Name and account details in the PayID service to enable payers to make NPP Payments to you, and to the extent that such recording and use constitutes a disclosure and use of personal information within the meaning of the Privacy Law, consent to that disclosure and use.
- (b) **Disclosure of PayID Name and PayIDs to third parties**  
To help payers identify who they are paying, your PayID Name may be displayed alongside your PayID to any person that enters your PayID as the address for an intended payment. For example, if your mobile number is your PayID, then any person who enters your mobile number in the payee address field of their internet banking may see your PayID Name attached to that mobile number.
- (c) **PayID and joint accounts**  
Where you hold a joint account, other accountholders may be able to see messages and notifications associated with payments and other messages addressed to your PayID.

## 72.4 Transferring your PayID to a different account

- (a) You can transfer your PayID to another account with us, or to an account with another financial institution. You can do this through one of our online channels that supports PayID maintenance.
- (b) A transfer of your PayID to another account with us will generally be effective immediately, unless we notify you otherwise.

- (c) A transfer of your PayID to another financial institution is completed by that institution. You will need to follow that financial institution's PayID creation process.
- (d) Until the transfer is completed, payment to your PayID will continue to be directed to your current Linked Account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your current Linked Account. You can try to transfer your PayID again at any time.

#### 72.5 **Maintaining PayID details**

- (a) You must keep your PayID details current, accurate and complete.
- (b) You must close your PayID immediately if you no longer own or have authority to use your PayID.

#### 72.6 **Locking your PayID**

- (a) You may wish to temporarily stop payments to your PayID. You can do this by locking your PayID through the 'PayID Maintenance' function in the relevant electronic banking service.
- (b) We can lock your PayID at any time without notice if we reasonably suspect that your PayID has been used for fraudulent purposes.
- (c) You will not be able to transfer your PayID or receive payments addressed to your PayID while your PayID is locked.

#### 72.7 **Closing a PayID**

- (a) You can close your PayID through the 'PayID Maintenance' function in the relevant electronic banking service. Closing a PayID results in removal of your PayID from the PayID service.
- (b) We can close your PayID where:
  - i. we are not satisfied that you own or are otherwise authorised to use that PayID; or
  - ii. we reasonably suspect that the PayID is or has been used for a fraudulent purpose; or
  - iii. your PayID has remained locked for a period that we reasonably consider to be excessive; or
  - iv. we are required to do so by law or by the operator of the New Payments Platform.
- (c) We will automatically close your PayID if the Linked Account for that PayID is closed.

#### 72.8 **Payments to your PayID**

You acknowledge that not all accounts and payment types support payment to a PayID. The ability for a payer to pay to your PayID depends on the payer's financial institution and on the type of payment to be made. As a result, in some cases you may need to provide your BSB and account number to the payer.

## 72.9 **Mistaken and Misdirected Payments**

Where we and the sending financial institution determine that an NPP Payment made to your account is either a mistaken internet payment or a payment made in error, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account an amount equal to that mistaken internet payment or payment made in error. A payment made in error includes a fraudulent payment, an over payment, duplicate payment, payment error made by us or a Misdirected Payment.

## 73 **Making Payments to a PayID**

73.1 When you enter the PayID in the payee field of the relevant service, we will check to confirm that the PayID has been registered in the PayID service. Where it has, we will display to you on screen the PayID Name attached to that PayID. You must check that the name displayed matches the person that you intend to pay. If you do not recognise the name or the name does not match who you intend to pay, you should contact your intended payee to confirm that all details are correct before proceeding to make payment. Incorrect details could result in a payment to the wrong account and may result in loss of your funds.

73.2 When you direct a payment or other message to a PayID connected to a joint account, the other accountholders may be able to see the messages and notifications associated with the payment.

### 73.3 **How we process future dated payments to a PayID**

- (a) We may attempt to make the payment at any time on the scheduled payment date. As a result you should ensure that you have sufficient funds available throughout the day to satisfy the withdrawal. We may decline to process the payment if, at the time we try to make the payment you don't have sufficient funds in your account.
- (b) On the scheduled payment day, before we try to make the payment we will check the PayID service to confirm whether the PayID is still registered and whether there has been a change in the PayID Name since the time you set the payment up. We won't be able to process the payment if the PayID is no longer registered or is locked, and we won't process the payment if the PayID Name has changed. You should check the payment status at the end of the day that the payment was scheduled to be made to confirm whether it has gone through.

## 74 **Osko**

### 74.1 **About Osko**

- (a) We subscribe to Osko under the BPAY Scheme.
- (b) All eligible accounts can receive Osko Payments. However, you will need to use an online banking channel in order to view full remittance details or other data that is sent with an Osko Payment to your account. For eligible accounts, refer to the Product Comparison Table in this booklet.

## 74.2 Payments

- (a) You can make Osko Payments through our online banking channels that support Osko Payments.
- (b) You can make Osko Payments to a PayID or to a BSB and account number, provided that the account that you are paying is able to receive Osko Payments. Some payees might not be able to receive Osko or NPP Payments, depending on their account type and their financial institution.
- (c) If the PayID or account that you entered does not accept Osko payments, we may send the payment as another NPP Payment type. In this case, we will still send the payment in near real-time but the timing of making the funds available to the payee is at the discretion of the receiving bank.
- (d) You should ensure that all information you provide in relation to any Osko Payment or other NPP Payment is correct as we will not be able to cancel an Osko Payment or other NPP Payment once it has been processed.
- (e) Where you make an Osko Payment or other NPP Payment using a credit or debit card, no 'chargeback' rights will be available in relation to the payment.

## 74.3 Transaction limits

We may impose limits on the value of any Osko Payment, or the aggregate value of Osko Payments or other NPP Payments permitted over a particular period. These limits may be different from limits that apply to other payment types.

## 74.4 Suspension and termination

- (a) We may suspend your ability to make Osko Payments or other NPP Payments at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to NAB or you, including where we suspect that the service is being used or will be used for fraud.
- (b) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.
- (c) We will be required to terminate the Osko service if our membership of BPAY or our participation in Osko is suspended, ceases or is cancelled. We will provide you with as much notice as possible if this occurs.

## 74.5 Privacy and confidentiality

- (a) In order to provide you with services under Osko, we may need to disclose your Personal Information to BPAY and/or its Service Providers. If we do not disclose your Personal Information to BPAY or its Service Providers, we will not be able to provide you with services under Osko.
- (b) Accordingly, you agree to our disclosing to BPAY, its service providers and such other participants involved in Osko such Personal Information relating to you as is necessary to facilitate the provision of Osko to you.

## Part H Definitions

The following definitions apply throughout the terms and conditions set out in each Part of this booklet, unless otherwise stated. Also other words used in Parts A and B have the meaning as defined in other Parts of this booklet.

### Part A and B

#### Meaning of words

‘account holder’ 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 1 or more of them.

‘AEDT’ means Australian Eastern Daylight Time.

‘AEST’ means Australian Eastern Standard Time.

‘Banking Code of Practice’ or ‘Code’ mean the Banking Code of Practice, but before 1 July 2019 refer to the Code of Banking Practice (2013 version)

‘banking day’ means a day other than a Saturday, Sunday or a day gazetted as a public holiday throughout Australia.

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

‘NAB Group’ means National Australia Bank Limited ABN 12 004 044 937 and its subsidiaries and related entities.

‘person’ includes an individual, a firm, a body corporate, an unincorporated association or an authority.

‘you / your’ means the account holder(s) who opens the account and if there is more than 1, you means each of them separately and every 2 or more of them jointly. You includes your successors and assigns and in relation to your rights to operate the account, any other authorised signatory to the account acting within his or her authority.

### Part C

#### Meaning of words

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

‘available balance’ means the amount in your transaction account less any outstanding authorisations set out in clause 16.2.

‘authorised cardholder’ means a person you have authorised to operate your transaction account and to be issued with a NAB Business Visa Debit card.

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

‘card details’ means:

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

‘cash withdrawal’ means cash supplied by use of your NAB Business Visa Debit card on your transaction account including each such amount converted in accordance with clause 19.2

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

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

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

‘electronic banking facility’ means each banking facility available through the Internet or by telephone from NAB and any other electronic banking facility advised to you by NAB from time to time, including contactless readers.

‘linked transaction account’ means an eligible account issued by NAB which can be linked to a NAB Business Visa Debit card.

‘merchant’ means a provider of goods and services.

‘NAB Business Visa Debit card’ means a card issued by NAB for use on your linked transaction account.

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

‘purchase’ means each amount charged by the 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 clause 19.2.

‘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 accessed by the card or to enable the card or the account to be used through an electronic banking facility, and the making of any payment to your account. Some examples of use of a card are:

- (a) physical use of the card in an ATM or other terminal device, or by waving or tapping a card at a terminal device including a contactless reader;
- (b) physical use of the card in an imprinter in a manually processed transaction;

- (c) providing card details to a merchant by telephone or internet or via Near Field Communication at a contactless reader;
- (d) nominated the card number in a mail order or other authority to a merchant;
- (e) entering the card number or any identifying number issued in relation to the account accessed by the card under NAB's Telephone Banking facility into a device connected to that facility; and
- (f) any transaction conducted on the account accessed by the card through NAB's Internet Banking facility.

'Visa card scheme' means Visa International Service Association card payment scheme.

'you' means a person to whom the NAB Business Visa Debit card is issued and which is linked to a linked transaction account and where relevant, also means an authorised NAB Business Visa Debit cardholder.

## Part D

### Meaning of words

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

'account holder' means the person in whose name a nominated account is held.

'ATM' means Automatic Teller Machine.

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

'business EFT transaction' means the part of an Electronic Funds Transfer which is the debiting of value from or crediting of value to a business account.

'card' means any debit or credit card issued by NAB for use with electronic equipment.

'card details' means:

- (a) your credit card number; and
- (b) your credit card expiry date, as set out on your credit card.

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

'contactless purchase' is a method of authorising purchases

- by waving or tapping a Card (which is capable of making a Contactless Purchase) in front of an electronic device at a merchant without having to insert or swipe the Card; or
- when available, by waving or tapping an eligible mobile device (which contains and is capable of transmitting Card Details) in front of an electronic device at a merchant using

contactless communication available on the eligible mobile device to transmit Card Account Details, and complying with any required method of confirming your authority 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.

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

‘EFT transaction’ means an Electronic Funds Transfer to or from an account which is initiated through electronic equipment using a card, card account details or PIN (or a combination of one or more of them) to debit or credit a nominated account but does not include:

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

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

‘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.

To clarify, 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 provider of goods and services.

‘nominated account’ means an account which can be accessed by using your card and PIN and/or card details as authorised by the account holder. This also includes an account that you have designated as your main account under clause 26.2.

‘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:

- (a) you claim that 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 were used to generate the disputed EFT transaction; or

- (b) 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 28.1.

‘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 accessed by the card or to enable the card or the account to be used through an electronic banking facility, and the making of any payment to your account. Some examples of use of a card are:

- (a) physical use of the card in an ATM 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 or internet;
- (d) nominated the card number in a mail order or other authority to a merchant;
- (e) entering the card number or any identifying number issued in relation to the account accessed by the card under NAB Telephone Banking facility into a device connected to the facility; and
- (f) any transaction conducted on the account accessed by the card through NAB Internet Banking facility.

‘you’ means a cardholder or an account holder.

## **Part E**

### **Meaning of words**

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

‘authentication service’ means a device and/or mechanism issued by NAB designed for secure user authentication to access the service. For example SMS Security or other device or mechanism issued from time to time.

‘authorised user’ means a person who has been authorised under clause 34 to access or operate an account through the service.

‘biller’ see clause 56.1.

‘billing account’ means your account selected by NAB or a user under these terms and conditions as the account to which:

- (a) transfers of an amount made from a NAB credit card account to another financial institution are returned if the transaction cannot be successfully completed for any reason; and
- (b) fees relating to the service may be debited unless the description of a fee in NAB business banking fees brochure specifies another account to which that particular fee will be debited in which case ‘billing account’ means that other account.

This account may be known on the service as a ‘billing account’, a ‘nominated transaction account’, or any other term nominated by NAB from time to time through the service or otherwise.

‘BPAY® Pty Ltd’ means Bpay Pty Ltd ABN 69 079 137 518 of Level 6, 1 York Street, Sydney, NSW 2000. [www.bpay.com.au](http://www.bpay.com.au)

‘BPAY payments’ see clause 56.1.

‘BPAY View’ see clause 57.1.

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

‘business EFT transaction’ means the part of an electronic funds transfer which is the debiting of value from or crediting of value to a business account.

‘Cardlink Services Limited’ means Cardlink Services Limited ABN 60 003 311 644, Level 4, 3 Rider Boulevard, Rhodes, New South Wales, Australia Telephone (02) 9646 9222. [www.cardlink.com.au](http://www.cardlink.com.au)

‘cut-off time’ in respect of a banking day means, for the purposes of payments or any other purpose under the terms and conditions in this Part E, the time by which the instruction relating to that purpose must be completed, which times are determined by NAB from time to time as follows:

(a) NAB Telephone Banking cut-off times

Refer to clause 56.8.

(b) NAB Internet Banking cut-off times

Refer to the FAQs section in the Internet Banking section at **[nab.com.au](http://nab.com.au)**

‘electronic equipment’ means any electronic equipment which may be used in conjunction with a card or card account details including but not limited to ATMs, EFTPOS terminals, personal computers, telephones and mobile devices to carry out an EFT transaction.

‘Electronic Transactions Act’ – means the Electronic Transactions Act 1999 (Cth) and each analogous State and Territory enactment.

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

‘FAQs’ means the list of Frequently Asked Questions set out in the Internet Banking section at **[nab.com.au](http://nab.com.au)**

‘merchant’ means provider of goods and services.

‘NAB ID’ means a NAB Identification Number issued by NAB.

‘password’ means the password authorised by NAB for you or an authorised user to use to access the service.

‘personal EFT transaction’ means an electronic funds transfer to or from accounts using the service which is not a business EFT transaction.

‘service’ means the service NAB makes available through the Internet and the telephone to enable the receipt and transmission of information (including electronic receipt and transmission of information in relation to an account).

‘unauthorised transaction’ means any EFT transaction which you or an authorised user did not engage in or have knowledge of or consent to even though your NAB ID and/or password or (if relevant) the authorised user’s NAB ID and password were used to generate the disputed transaction.

‘user authentication’ means the authentication service made available by NAB to a user when using the service to make payments of a certain value.

‘user’ means you or an authorised user or either of these, as the context requires.

‘you / your’ means an account holder who has received the terms and conditions set out in this booklet and otherwise you means an account holder who has accepted the terms and conditions in Part E.

## **Part F**

### **Meaning of words**

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

‘Agent Bank’ means a bank that uses the services of NAB to provide certain services to its customers.

‘AUD’ means Australian Dollars.

‘Banking Code of Practice’ or ‘Code’ means the Banking Code of Practice, but before 1 July 2019 refer to the Code of Banking Practice (2013 version)

‘banking day’ means a day other than a Saturday, Sunday or a day gazetted as a public holiday throughout Australia.

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

‘Deposit Bag’ means tamper evident bag provided by NAB for the purposes of using the EBD Service.

‘EBD’ means Express Business Deposit

‘GST’ means the meaning given to it in A New Taxation System (Goods and Services) Tax Act 1999.

‘Third Party Cheque’ means a cheque presented to a financial institution for depositing, whereby the payee details on the cheque do not clearly match the account details for the deposit account.

## Part G

### Meaning of words

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

‘BPAY Scheme’ means the scheme operated by BPAY which governs the way in which we provide Osko to you.

‘Misdirected Payment’ means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or Linked Account information in the PayID service.

‘NPP’ means the New Payments Platform.

‘NPP Payments’ means payments cleared and settled via the NPP, and includes Osko Payments.

‘Osko’ means the Osko payment service provided by BPAY.

‘Osko Payment’ means a payment made by or on behalf of a payer to a payee using Osko.

‘Organisation ID’ means an identifier for a customer that is a business customer or organisation, constructed in accordance with specified rules.

‘PayID’ means any of the following which can be linked to a financial account for the purpose of directing NPP Payments or instructions to that account:

- (a) telephone number or email address; and
- (b) for business customers, their ABN, ACN, ARBN or ARSN or an Organisation ID; or
- (c) any other type of identifier as permitted by NPP and supported by us.

‘PayID Name’ means the name registered with a PayID, intended to help identify the owner of the PayID in the PayID service.

‘PayID service’ means the payment addressing service for sending and receiving NPP Payments.

# 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](https://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 (including collection of information about your use of technology when you access these services, such as location data and information about how you use your devices) or dropped into one of our branches. (See our Cookies Policy [nab.com.au/cookies](https://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 detection and 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, detecting 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;
- 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), re-insurers, 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);
- service providers that assist with fraud detection and prevention;
- 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), re-insurers 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, cheque books or statements for us;
- our joint venture partners that conduct business with us;
- organisations involved in a corporate re-organisation 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 (eg. 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](https://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](https://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](https://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](http://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](http://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.

### **Illion** [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

Illion's credit reporting policy is set out at

[www.illion.com.au/illion-credit-reporting-policy-australia](http://www.illion.com.au/illion-credit-reporting-policy-australia)

**Phone:** 1300 734 806

**Mail:** Public Access Centre Illion Australia,  
PO Box 7405, St Kilda Rd, VIC 3004

### **Experian Australia** [www.experian.com.au](http://www.experian.com.au)

Experian's credit reporting policy is set out at

[www.experian.com.au/privacy-policy](http://www.experian.com.au/privacy-policy)

**Phone:** 1300 783 684

**Mail:** Consumer Support Experian Australia  
PO Box 1969 North Sydney NSW 2060

### **Equifax Australia Information Services and Solutions Pty Limited** [www.mycreditfile.com.au](http://www.mycreditfile.com.au)

Equifax's credit reporting policy is set out at [www.equifax.com.au/credit-reporting-policy](http://www.equifax.com.au/credit-reporting-policy)

Mail: Equifax Public Access,  
PO Box 964, North Sydney NSW 2059

## 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.

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For more information call

**13 10 12**

7 days a week

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



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