



NAB Commercial Cardholder Conditions

3 October 2023

Applicable to:

- NAB Rewards Business Signature Card
- NAB Qantas Business Signature Card
- NAB Low Rate Business Card
- NAB Business Card

How to contact us

Lost/stolen card reporting

In Australia

Call toll-free, 24 hours per day

1800 033 103

Overseas

Call reverse charges, 24 hours per day

+61 3 8641 9083

Customer services

For telephone enquiries, please call Business Cards on

13 10 12. 8am – 7pm AEST/AEDT, Monday to Friday or

9am – 6pm Saturday or Sunday.

For written correspondence concerning these commercial cards, use the following postal address:

Commercial Cards

GPO Box 9992

Melbourne VIC 3001

Facsimile 1300 656 521

Commercial cardholder conditions

1. What to read

These Commercial Cardholder Conditions and the Commercial Cards Electronic Banking Conditions apply to the Cardholder's use of the Card or Card Account Details under the Facility the Customer has with us. This includes using Card Account Details through a mobile phone or wearable device. The Cardholder should request a copy of the Commercial Cards Electronic Banking Conditions from the Customer or access them on www.nab.com.au/BUSINESSCARDSTERMS. The Cardholder should read these Commercial Cardholder Conditions and the Commercial Cards Electronic Banking Conditions before using the Card or Card Account Details.

2. Getting started

Before the Cardholder can use the Card or Card Account Details, the Cardholder must:

- (a) sign the Card; and
- (b) make sure the Card or Card Account Details are used only during the period shown on the Card.

3. Here's some important things Cardholders should know

3.1 Important things to know about the Card

- (a) the Card belongs to us;
- (b) the Card may be replaced by us at any time with a new Card – these Commercial Cardholder Conditions and the Commercial Cards Electronic Banking Conditions also apply to replacement Cards issued by us;
- (c) the Card allows the Cardholder to access the Account as agent of the Customer under these Commercial Cardholder Conditions to buy goods and services. Each time the Cardholder presents the Card or uses the Card Account Details to pay for goods or services, the Cardholder makes a request on behalf of the Customer for us to extend credit to the Customer under the Commercial Cards Facility Conditions;

- (d) we are not liable for the refusal of any merchant or bank to accept or honour the Card or Card Account Details in relation to the purchase of all or any goods and services;
- (e) the Customer may at any time instruct us to cancel the Cardholder's ability to obtain cash advances by using the Card. The Customer will tell the Cardholder if this happens;
- (f) the Card or the right to use Card Account Details using a device may be cancelled by us at any time. We will notify the Customer if we do so, but we do not always need to do so before cancellation. Examples include where we need to protect the Customer, us or any other person from potentially fraudulent activity or a scam or other losses, or the Customer is in default under the Commercial Cards Facility Conditions. These examples are for guidance only and do not limit our ability to cancel the Card or the right to use Card Account Details;
- (g) the Cardholder must not use the Card or Card Account Details after cancellation. When we notify the Customer that the Card (or right to use Card Account Details) has been cancelled, the Customer will notify the Cardholder. If we or the Customer advises the Card has been cancelled, the Cardholder must return the Card to us or to the Customer. From the date of notice of cancellation of a Card the Cardholder must not use the Card or Card Account Details for new transactions and no further credit applicable to the Card (or the Cardholder's use of Card Account Details) will be extended by us to the Customer on the Account.

3.2 Card not to be used for unlawful purposes

The Cardholder must not use the Card or Card Account Details for any unlawful purpose, including the purchase of goods or services, prohibited by any local law.

3.3 Responsibility for choosing goods and service

The Cardholder (as agent for the Customer) is responsible for choosing goods or services paid for using the Card or the Card Account Details. Subject

to any applicable law, we are not responsible for and do not:

- (a) make any representations;
- (b) give any warranties; or
- (c) provide any undertakings,

to the Cardholder or the Customer relating to goods or services paid for using the Card or the Card Account Details.

3.4 Complaints about goods or services bought with the Card

Any complaints about goods or services paid for using the Card or the Card Account Details must be resolved with the merchant. Note that we may be able to lodge a claim to request a refund in some circumstances under the card scheme's rules for disputed transactions – known as 'chargeback rights'. Details about chargeback rights and the procedures for disputing transactions are set out in the Commercial Cards Facility Conditions.

Cardholders should contact us immediately about any disputed transaction.

3.5 Cash advances

The Customer will tell the Cardholder if the Card or Card Account Details can be used to obtain a cash advance. Cash advances will incur fees, in addition to interest charges.

A cash advance cannot be made using the Card at a contactless terminal (except for NAB ATMs equipped with a contactless terminal, where a Cardholders personal identification number must also be entered).

The minimum or maximum amount of a cash advance may vary depending on the bank, the merchant, the ATM provider and the rules applicable to the relevant card scheme.

4. Card may be used in NAB's electronic banking facilities

- (a) The Card or Card Account Details may be used in NAB's electronic banking facilities without the need for the Customer to consent. Use of the Card or Card Account Details is subject to

the Commercial Cards Electronic Banking Conditions upon receipt of the Card or Card Account Details. However, clause 5.3 (PIN security) and clause 5.1 (Take these steps to protect Card security) in the Commercial Cards Electronic Banking Conditions apply immediately upon the Cardholder's receipt of the PIN.

- (b) If there are any inconsistencies between these Commercial Cardholder Conditions and the Commercial Cards Electronic Banking Conditions, the Commercial Cards Electronic Banking Conditions prevail to the extent of the inconsistency.
- (c) With the exception of Cards issued under a commercial charge card facility (such as a NAB Business Card Facility), the Cardholder may nominate NAB accounts (including savings and cheque accounts) that can be used with the Card to enable transactions to be made on those NAB accounts using NAB's electronic banking facilities. For further information on the nominated accounts that can be used with the Card (including restrictions on the number and type of nominated accounts), see clause 4.1 (Nominated Accounts) of the Commercial Cards Electronic Banking Conditions.

5. International transactions

- (a) **'International transactions'** are transactions where the merchant, financial institution or entity processing the transaction is located outside Australia. International transactions are either 'single currency' (the transaction is made in Australian dollars) or 'multi currency' (the transaction is made in a currency other than Australian dollars).
- (b) The way international transactions are processed and appear on the Customer's statement of Account depends on the relevant card scheme and the type of transaction.
- (c) Any international transaction which we debit to the Customer's Account will incur a NAB International Transaction Fee and may be

subject to other exchange rate costs. Further information about international transactions is set out in the Commercial Cards Facility Conditions.

6. Credit limit

We or the Customer will tell the Cardholder the credit limit applicable to the Card. The Cardholder must not exceed this credit limit when using the Card or Card Account Details. The amount available to the Cardholder at any time may be less than this credit limit. For example, we may decide not to allow the Card or Card Account Details to be used to complete transactions that will cause the outstanding Account of the Customer to exceed the overall Facility limit.

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

- (a) If the Card (or any device through which the Cardholder uses Card Account Details) is lost or stolen within Australia the Cardholder must immediately notify us by calling 1800 033 103 or use any other means we make available. If the Card is lost or stolen outside Australia, the Cardholder must immediately notify us by calling +61 3 8641 9083 or use any other means we make available, or notify a bank displaying the appropriate scheme sign. The Cardholder must also notify the Customer.
- (b) The Customer and the Cardholder must give us all information in their possession about how the loss occurred if we ask.
- (c) The Customer may be liable for transactions made by use of the Card or Card Account Details until we receive notice from the Cardholder or the Customer that the Card is lost or stolen.
- (d) The Cardholder should immediately tell the Customer about any unauthorised transaction from the use of the Card or Card Account Details.

8. Changes we may make

We may vary the Commercial Cardholder Conditions by written notice to the Customer or to the Cardholder as agent of the Customer or by advertisement in the national or local media no later than the day the variation takes effect. We may notify the Customer (or the Cardholder as the Customer's agent) at the times and in the same manner as notification of changes in the Commercial Cards Facility Conditions. The Customer must tell the Cardholder about any change as soon as reasonably possible.

9. How we will exercise our discretion

Where these Commercial Cardholder Conditions confer a right or discretion on us, we will exercise that right or discretion reasonably after having regard to the legitimate business interests of the Customer and us.

When we exercise a right or discretion under our agreement and any additional terms and conditions (like considering a request you make or deciding whether or not to do something), we'll do it in a way that is fair and reasonable. This includes when we make changes to the product or fees and charges. We can take a range of things into account when exercising our rights and discretions. These can include:

- our legal obligations, industry codes and payment scheme rules and the expectations of our regulators;
- protecting our customers, staff and systems and the personal information we hold;
- what you have told us about yourself and how you will use our products and services (including if it's misleading, incorrect or you haven't provided us with all of the information we reasonably need when asked);
- how our products and services are intended to be used (and how you have used them);
- our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;

- community expectations and any impact on our reputation;
- whether we need to take any action to protect you or another person from a potential fraud or scam; and
- risk management, including sanctions risk management.

10. Meaning of words

10.1 Terms used in these Commercial Cardholder Conditions with a specific meaning are explained below.

‘Account’ means the NAB account established in the name of the Customer for the purpose of the Facility and which may be accessed by use of a Card or Card Account Details.

‘Card’ means the card which has been issued to the Cardholder.

‘Cardholder’ means each Person in whose name the Card or Card Account Details have been issued and may include the Customer and any persons who are authorised to use Card Account Details with a mobile phone or wearable device.

‘Card Account Details’ means:

- (a) the card number; and
- (b) the card expiry date,

set out on the Card or anywhere those details are represented to allow a Contactless Purchase to be made.

‘Commercial Cards Electronic Banking Conditions’ means our commercial cards electronic banking conditions available on nab.com.au.

‘Commercial Cards Facility Conditions’ means the terms and conditions applicable to the Facility which can be found on nab.com.au.

‘Contactless Purchase’ means authorising purchases:

- (a) by waving or tapping a Card (which is capable of making a contactless purchase) in front of an electronic device at a merchant and without having to insert or swipe the Card; or

- (b) when available, by waving or tapping an eligible device such as a mobile phone or wearable device (which contains and is capable of transmitting Card Account Details) in front of an electronic device at a merchant using contactless communication available on the eligible device.

‘Customer’ means the person who has established the Facility with us and has authorised us to issue the Card to the Cardholder to operate the Facility.

‘Facility’ means the:

- NAB Rewards Business Signature Card Facility;
- NAB Qantas Business Signature Card Facility;
- NAB Low Rate Business Card Facility;
- NAB Business Card Facility,

established by us for the Customer under which the Card was issued.

‘NAB’, ‘we’, ‘us’ and ‘our’ means National Australia Bank Limited ABN 12 004 044 937.

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For more information call Business Cards

13 10 12

8am – 7pm AEST/AEDT, Monday to Friday

9am – 6pm AEST/AEDT, Saturday and Sunday

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**