

# Merchant Agreement

Quick Reference Guide



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## 1. Introduction

This Quick Reference Guide is intended to assist you and your staff with the important components of the National Australia Bank (NAB) Merchant Agreement General Terms and Conditions.

This is to ensure you have a clear understanding of your rights and obligations as a valued NAB merchant.

The first section of the guide outlines key issues and procedures. This section will help you understand important issues and explain how we can work together to ensure your merchant facility helps meet the needs of your business.

Although there are requirements in this guide that you must comply with, it is not a replacement for your Merchant Agreement General Terms and Conditions or the supplementary conditions. It is important that you read your letter of offer and the **Merchant Agreement**. You must also read any supplementary conditions that apply to you.

In addition you must also read:

- (a) Protect your Business from Card Fraud and Payment Scams information [website](#); and
- (b) Payment Card Industry Data Security Standards brochures; and
- (c) Merchant User Guide for your terminal (where applicable); and
- (d) any other merchant services documentation supplied to you from time to time; and
- (e) your merchant statement.

You are required under the terms of your Merchant Agreement to comply with terms, conditions and procedures identified in the documents referred to above. We may update this guide at any time by replacing it with a new version published on our merchant services websites. Information on current standard fees, charges and any interest rates is available on request.

## 2. NAB Hive

**NAB has an online portal and reporting service.** NAB Hive is a cloud-based portal that captures and analyses information about your payments, helping you understand and manage your business. It will enable you to view transactions in near real time and view and download your statements. NAB Hive is being rolled out gradually and we will contact you when NAB Hive is accessible to you. NAB Hive will be available to you without additional fees.

## 3. Processing transactions

You must:

- (a) accept all valid cards or card based payments and process all transactions in accordance with this guide, the Merchant Agreement and any other operating instructions we give you; and
- (b) make reasonable effort to verify the identity of the cardholder, and ensure any cardholder authorisation is not forged, obtained by fraud or deception, unauthorised or that the transaction is not otherwise invalid.

You must not:

- (c) ask that the cardholder provide you with the cardholder's card and/or pin number to retain; or
- (d) accept any card payment from a cardholder that represents an existing debt owed to you; or
- (e) ask that a customer provide card details via email for payment of the provision of goods and/or services. Should such details be provided to you, you must not use this information to provide goods and/or services, and must immediately securely destroy these details. You may only retain the customer's card if our operator asks you to do so.

### What is an authorisation?

An authorisation is confirmation that:

- (a) the number on the card exists and is valid; and
- (b) the card has not been reported lost or stolen at the time of the transaction; and
- (c) sufficient funds are available at the time of the authorisation request.

Authorisation occurs when the cardholder's bank or financial institution confirms these details.

## Authorisation is not a guarantee of payment

Obtaining an authorisation does not guarantee payment or protect you from disputed transactions. An authorisation does not, and cannot, guarantee that:

- (a) the legitimate cardholder is using the card; and/or
- (b) the person using the card is authorised to do so by the account holder; or
- (c) that the card has not been compromised (card details dishonestly obtained or copied).

## Additional security (card not present/online transactions)

If you are accepting a card payment online or manually entering a card number on your device there is an increased risk of liability for transactions that are disputed. These transactions are called card not present transactions.

To help reduce your exposure to card fraud, we suggest you apply additional security measures whenever you accept a card not present transaction; some of these have been outlined in the [website](#). The Australian Payments Network (APN) now requires NAB and other merchant service providers to ensure that card not present fraud is kept at or below specified levels. Fines can be imposed on NAB if these levels are not met. As a result the merchant agreement allows us to require that you take measures to limit fraud and to pass fines on to you if levels are exceeded.

## Floor limit

A floor limit is an amount allocated to merchants individually. The default floor limit is zero. The floor limit represents the maximum transaction in Australian dollar value that you can process without obtaining an authorisation. Floor limits are set and changed by NAB from time to time to align with the requirements of the card schemes.

All transactions must be processed electronically and are automatically provided with a real time authorisation.

## Transaction splitting

Under no circumstances should a sale be 'split' by completing two or more smaller transactions, except in the following instances:

- (a) when the cardholder bills a portion of the transaction to a card and pays the remaining balance by cash, gift card or cheque only; or
- (b) when the goods or services will be delivered or performed after the transaction date, where one voucher represents a deposit and the second voucher represents payment of the remaining balance. The second voucher is conditional upon the delivery or performance of the goods or services.

If you split a transaction to avoid having to obtain authorisation, this action may result in the transaction being charged back.

## 4. Fallback transactions for EFTPOS terminals

We are committed to delivering a continually high level of uninterrupted service to you. However, there may be times when system issues, telecommunications faults or faulty terminals prevent us from doing so. In the event of a system outage, your terminal may function in fallback mode.

### Fallback transactions

Fallback transactions are transactions that are processed by an electronic terminal when the terminal cannot send messages asking for authorisations. Incorrect processing of a fallback transaction greatly increases the risk of the transaction being charged back. A fallback transaction may occur in the event of the terminal being unable to communicate with NAB.

You should refer to your terminal user guide for instructions on fallback transactions.

Please note that fallback mode is not available automatically. If you do not have the fallback option you can apply through the Merchant Service centre. For information on how to operate in fallback mode refer to your terminal user guide.

## 5. Pre-authorisations

Pre-authorisation only applies where you have been approved for pre-authorisation transactions. Pre-authorisations are not available for cheque and savings transactions.

A pre-authorisation is used to confirm that the cardholder has available funds and to place a hold on those funds to the value of the transaction to be processed at a later time, for example, a hotel may reserve funds to pay the final bill upon checkout.

The hold stays on place for approximately 5 to 7 days for domestically issued debit and credit cards. The matching transaction value should be processed within this time period. A pre-authorisation transaction supplies you with an authorisation number that must be recorded for processing of the final transaction.

Please ensure you advise the customer of the pre-authorisation amount.

## 6. Off-line transactions and pre-authorisation completions

An off-line transaction or pre-authorisation completion is used to process the value transaction relating to a previously obtained pre-authorisation. Your terminal user guide provides instructions for processing off-line pre-authorisation completion transactions.

You must not use the off-line function for any other purpose than as authorised by us.

## 7. Card not present transactions

(For merchants processing card not present transactions)

**As sales activity via the internet and other remote channels is increasing, merchants need to ensure that they are familiar with the increased risks of accepting payments when the card is not physically present for verification.**

Any transaction conducted via the telephone, email, mail or internet is known as a 'card not present' transaction and carries additional risks.

If a cardholder disputes a 'card not present' or Mail order/Telephone order (MOTO) transaction, the merchant is at risk of having that transaction charged back. The risk of almost all 'card not present' transactions resides with the merchant NOT the bank or the cardholder.

Once you have obtained our approval to process 'card not present' transactions, it is important to have policies and procedures in place to verify the identity of the purchaser before allowing the transaction to go ahead.

Some suggestions to assist you in verifying the cardholder's identity include:

- (a) obtaining full name, address and landline telephone number details;
- (b) conducting an Internet search to help confirm that the business exists and perform an Internet map search to confirm business address
- (c) confirming the order by calling the contact number provided; and
- (d) ensuring all deliveries are conducted by a reputable courier and made to verifiable residential or business addresses only.

**Note: Always be wary of large or suspicious orders.**

For further information, please review our 'Protect your Business from Card Fraud and Payment Scams website' carefully and follow the guidelines it contains.

## 8. Internet based online merchants

For internet based merchants, you must comply with clauses 4.4 to 4.13 (inclusive) of your Merchant Agreement to enable you to accept payments through your website.

Please review our Protect your Business from Card Fraud and Payment Scams website carefully and follow the guidelines. For further advice contact our Merchant Fraud Team on 1300 668 046 or via email at

Merchant.Fraud@nab.com.au

### Authentication

Authentication enables you to reduce the risk that the payment you are accepting is being made on a card being used by a person other than the valid cardholder. If you use authentication you can reduce chargebacks significantly, but you must adopt authentication software that has been approved by the card schemes and is up to date. Liability for chargebacks will sit with the merchant in almost all card not present transactions. This liability will be reversed if you use an authentication service successfully.

If you don't use authentication or use an out-of-date version of authentication any protection from authentication will no longer apply. This means you may receive fraud related chargeback transactions, which you will be expected to pay. Learn more about card not present fraud and how to protect your business. For advice on how to install an approved authentication service you can contact NAB or your gateway provider.

### NAB Transact, NAB Gateway

NAB Transact and NAB Gateway, are electronic payments and receivables channels.

To use NAB Transact and NAB Gateway you need to appoint merchant portal users and to assign roles to those users.

If you become aware that a PIN, password or User ID has been compromised or divulged, or if you believe there has been unauthorised access to NAB Transact or NAB Gateway, please notify NAB immediately by calling 1300 138 313. You may be required to provide information about how the incident occurred.

## 9. Storage of cardholder data

If you have access to, or you store card details in any format, including tokenised records or if you use a service provider who does, you are responsible for ensuring the security of your customers' payment details.

Storage of electronic card details on all systems is governed by strict guidelines that aim to protect this information from unauthorised access. You should be aware that if you move to a new service provider or gateway there may be a cost in transferring your tokenised data to that new provider.

Data storage also includes physical storage and security of cardholder data. Some examples of other data storage which must be secured include an Access or Excel database and hard copy files.

Payment Card Industry Data Security Standards (PCIDSS) refers to the data security standards which have been mandated by card schemes to facilitate protection of cardholder data from unauthorised access.

The schemes may issue heavy penalties if your business experiences a card data compromise and you are non-compliant.

For further information on these guidelines please email [PCI@nab.com.au](mailto:PCI@nab.com.au). Storage of paper and electronic records is also regulated by your Merchant Agreement.

You must not, under any circumstances, request that the cardholder provide you with the cardholder's card and/or pin number to retain.

## 10. Disputed transactions

**A 'disputed transaction' can arise for a variety of reasons; the most common occurs when a cardholder cannot identify a transaction or claims not to have authorised a transaction on their credit or debit card.**

A cardholder can lodge a dispute and, once a transaction is disputed by the cardholder, it may be debited to your account.

This process is known as a 'chargeback'. It is up to you to provide proof that the transaction is legitimate by either the successful use of authentication or by providing adequate evidence of the transaction as required. Providing adequate evidence is difficult for an online merchant who has not used an authentication service.

Failure to respond to requests for information within specified timeframes may result in chargebacks.

Common types of disputed transactions include fraudulent transactions, unrecognised transactions, unauthorised transactions, duplicate processing and recurring transactions.

### Fraudulent transactions

You should always be aware of the potential for fraudulent transactions and have policies and procedures in place to deal with suspicious transactions. For further information, please refer to our Protect your Business from Card Fraud and **Payment** Scams website.

### Unrecognised transactions

An "unrecognised transaction" occurs when a cardholder cannot reconcile the transaction appearing on their card statement with the payment to your business. To avoid this situation you must ensure that your merchant facility name is also your trading name or a name that your customers will easily recognise. Encourage your customers to retain their receipts for reconciliation.

### Unauthorised transactions

Unauthorised transactions occur when the cardholder denies conducting a transaction. Ensure you keep all receipts. In the case of mail order, telephone order or internet transactions, special care should be taken to establish cardholder's identity.

### Duplicate processing

This occurs when a transaction is charged to the cardholder's account two or more times. Should you notice this has occurred, you can avoid a chargeback of this type by crediting the cardholder through your terminal (where applicable) or contacting the Merchant Service Centre for assistance on **1300 369 852**.

### Recurring transactions

This happens when a cardholder has cancelled a recurring transaction authority but is still being debited. You can avoid future chargebacks of this type by updating your records as soon as the cancellation/alteration request is received. This may also occur when a customer has not noticed that a free trial period has ended. Remember it is your responsibility to remind your customer when a free trial period is coming to an end. You can avoid future chargebacks of this type by updating your records as soon as the cancellation/alteration request is received.

## Where to go for help

Should a transaction be disputed by the cardholder, you will receive a formal notification from NAB in the form of a Chargeback. It is important for you to read these notices and respond to the request within the specified time frame. Failure to do so may result in a legitimate transaction being charged back to your settlement account.

## Chargeback contact details

In the event of a dispute, all documentation we request should be returned to NAB on:

Responses – [RFI.Responses@nab.com.au](mailto:RFI.Responses@nab.com.au)

Chargeback Queries – [merchantchargebacks@nab.com.au](mailto:merchantchargebacks@nab.com.au)

For Further assistance with the chargeback process you can call us on: 1300 781 935 Option 4. M-F 8am -5pm

Should a cardholder contact you directly regarding a disputed transaction and you believe the transaction to be legitimate, refer the cardholder back to their bank.

If you are not happy with the outcome of a disputed transaction you can contact NAB Merchant Service Centre on 1300 369 852 and we will do our best to resolve the situation.

## 11. The chargeback process

**Once a cardholder disputes a transaction, their bank will contact NAB on their behalf to verify the details of the transaction. NAB will then contact you to assist with this process.**

### Chargebacks

A chargeback occurs when the cardholder (or their bank/financial institution) raises a dispute in connection with a card transaction. If the dispute is resolved in favour of the cardholder, the transaction will be debited (charged back) to your account.

NAB also has the ability to raise a chargeback on a transaction should it be invalid or unacceptable. This would result in the loss of the full sale proceeds of the transaction and a chargeback fee will also be applicable.

### Information you need to supply

Your response should include all details relevant to the transaction and any verification of the cardholder.

These details may include:

- (a) a signed copy of the transaction receipt; and/or
- (b) a copy of the order or invoice; and/or
- (c) a copy of any correspondence received by you from the cardholder.

Please keep a copy of all documentation you forward to us.

### Keep your records up to date

It is important to retain all documentation relating to transactions.

### Do not re-process charged back transactions

You must not re-process a transaction that has previously been charged back. This violates card scheme regulations (and could lead to the termination of your merchant services).

Do not process a refund to a cardholder after you have received chargeback notification from NAB as this may result in you being debited twice for the transaction.

### Card not present liability

Scheme rules require a PIN for transactions over a certain threshold amount. Transactions under the threshold amount are performed by tapping a card near a contactless card reader. Therefore, for a Card Not Present transaction the merchant will always be liable for a chargeback, without successful authentication or compelling evidence as specified by the Schemes (Please note for electronic commerce transactions, this liability can be managed by implementing authentication). Refer to paragraph 8 for more details.



## 12. Refunds

**A refund occurs when a merchant agrees to pay money back to a customer for goods that have been returned or services not received. You should establish a fair policy for the return or exchange of merchandise.**

**Refunds may only be processed to a card where there was an initial valid transaction on that card. Do not refund cash under any circumstances.**

When your terminal is installed you should immediately change the refund password to a unique code for your business. This refund password should be changed on a regular basis and should only be disclosed to those who process refunds, reducing the risk of refund fraud by staff. You should change the password immediately after a staff member has left your employ.

Please refer to your individual terminal user guide for instructions on processing refunds.

### Manual refunds

If your merchant service is unable to refund transactions electronically, contact the Merchant Service Centre on **1300 369 852** for assistance.

## 13. Fraudulent transactions

**Fraud is an issue for many merchants and can have a substantial impact on your business.**

You should have policies and procedures in place to handle irregular or suspicious transactions and to detect suspicious cardholder behaviour. You should ensure that all your staff understands the built in security features of the legitimate cards and can identify these. For further information, please review the Protect your Business from Card Fraud and [Payment Scams](#) website. **Remember, if a sale seems too good to be true or suspicious in any way, it may be fraudulent!**

### Use of counterfeit or stolen cards

Always ensure that a card is inserted or swiped through a terminal/PIN pad, a contactless card or device is tapped on or near the terminal.

Don't have key-entry (manually keyed transactions) switched on unless it is necessary for your business and you have our permission. Key entry can be used by fraudsters who have access to or gain control of your terminal to enter fraudulent transactions. If you are using the terminal in key entry mode make sure it is never left unattended, is password protected and that the password is changed regularly. Be alert to the possibility that customers might be distracting you in order to gain access to your terminal. It is easy to have key entry switched off simply contact the help desk.

By ensuring that every transaction, where possible, is processed via your terminal and an electronic authorisation obtained, you are reducing your potential exposure to the use of stolen or counterfeit cards.

### Card not present transactions

There is a significantly higher risk of fraudulent transactions where a transaction is processed without the card being electronically swiped, inserted (e.g. Mail order, telephone order, internet based or manually keyed transactions).

### Third party transactions

You must not process transactions on behalf of any other person or business or in connection with any transaction which is not directly related to the sale of goods or services to your customer. Processing such transactions would be a serious breach of your merchant agreement and you will incur any losses (i.e. chargebacks) associated with these invalid transactions.

### Unauthorised refunds

You should ensure you have adequate security provisions to prevent unauthorised processing of refunds through your merchant services or terminal.

## Reducing card fraud

Listed below are just some of the steps you can take to help avoid card fraud for your business. For transactions where the card is physically present at the time of the transaction:

- (a) for contactless transactions, ask the cardholder to tap the card against the contactless card reader and, if prompted, enter the PIN
- (b) always attempt to, if prompted by the terminal or requested by the customer, swipe or insert the card through your terminal and have the cardholder enter their PIN when prompted; and
- (c) where prompted to obtain a signature check the signature and compare the purchaser's signature with the signature on the card; and
- (d) familiarise yourself with built in security features of cards such as holograms and validity dates; make sure these are checked.
- (e) Never leave your terminal unattended and if you have key entry switched on, ensure that it is password protected.

For 'card not present' transactions:

- (a) obtain full name, address and telephone number details; and
- (b) conduct an Internet search on the address and phone number provided; and
- (c) ensure all deliveries are conducted by a reputable courier and are made to verifiable residential or business addresses only.

**Note: Extra care should be taken when providing goods or services to international destinations.**

We recommend caution when dealing with international orders, particularly from countries you do not normally deal with or if you do not normally trade internationally.

Please review our Protect your Business from Card Fraud and **Payment Scams** website carefully and follow the guidelines contained.

For further advice refer to [www.nab.com.au](http://www.nab.com.au) or contact our Merchant Fraud Team on **1300 668 046** or via email at [Merchant.Fraud@nab.com.au](mailto:Merchant.Fraud@nab.com.au)

## 14. Hotel/motel accommodation providers

**This Section 14 only applies to businesses that have been authorised to accept credit card transactions to guarantee hotel, motel or accommodation reservations or advance deposits.**

If you have been approved to accept pre-authorisations, the amount may be based on the customer's intended length of stay at check in, the room rate, any applicable taxes, service charge rates and other allowable charges such as meals, phone calls, etc.

For instructions on processing a pre-authorisation, please refer to your terminal user guide.

For prepaid transactions or transactions which originate via the internet your business should participate in CVV (Card Verification Value) which is an anti-fraud security feature. This may assist in verifying that the cardholder is in fact, in possession of the credit card and that the card account is legitimate.

### Additional, delayed or amended charges

You must obtain specific authorisation from the cardholder to process additional or amended charges such as the cost of food, beverages, tax or dry-cleaning amounts that were not available at the time the pre-authorisation was obtained.

Card scheme rules state that charges for damages, theft, cleaning, etc. are not considered to be legitimate delayed or amended charges, therefore you must obtain prior written consent from the cardholder to process these additional charges to their credit card or seek another form of payment (cash, cheque).

In order to reduce the risk of chargebacks you should process any additional, delayed or amended charges as a separate transaction.

## 15. Motor vehicle rental agencies

**This Section 15 only applies to businesses that provide vehicle rental services.**

You must not process transactions which include charges representing either the vehicle insurance deductible amount or an amount to cover potential damages when the cardholder waives insurance coverage.

Charges for damages must be processed as a separate transaction. You must provide a reasonable estimate of the cost to repair the damages and obtain agreement from the cardholder.

Where you have been approved for pre-authorisation transactions the pre-authorisation amount may be based on the customer's intended length of vehicle rental, insurance and tax.

For instructions on processing a pre-authorisation, please refer to your terminal user guide.

### **Additional, delayed or amended charges**

You must obtain prior written consent from the cardholder to process additional charges to their credit card or seek another form of payment (cash, cheque).

In order to reduce the risk of chargebacks you should process any additional, delayed or amended charges as a separate transaction.

Additional charges may relate to traffic or parking infringements or damage to the vehicle.

## 16. Subscriptions Transactions

This section 16 only applies to Merchants who provide subscriptions services

If you offer introductory free trials or promotional discounts as part of an ongoing subscription service we recommend you make the following disclosures when you enrol a cardholder, in order to increase your chances of resolving a chargeback dispute in your favour:

- (a) Provide a digital receipt, even if no payment is yet due, confirming your cardholder's consent to the subscription or free trial, providing terms and conditions, the amount and frequency of future payment obligations, and a link to a cancellation page
- (b) A reminder email or text message advising that the trial period is over, including a link to a cancellation page, at least 7 days before processing the first transaction after the end of the trial period
- (c) A clear message that the trial has ended. For example, "End Trial" in the merchant descriptor that appears on the cardholder's statement

You must provide cardholders with a simple way to cancel their subscriptions eg over the internet, even if the cardholder signed up for the trial offer over the phone or in person.

## 17. UnionPay International (UPI)

**Some NAB terminals also accept UnionPay International (UPI) cards.**

If you wish to process UPI transactions, you should know that special terms and conditions apply. These are set out in full in your Merchant Agreement General Terms and Conditions. You will need to read these special terms and conditions carefully and ensure you understand the special processing requirements:

- (a) UPI cards are subject to special conditions relating to refunds and pre-authorisations;
- (b) all UPI card transactions must be authorised online and can only be processed through certain terminals;
- (c) manual or fallback processing is not permitted;
- (d) If prompted by the terminal UPI cardholders must sign the transaction receipt for all UPI card types; and
- (e) a PIN must be entered for both UPI debit card transactions and UPI credit card transactions.

If you have been authorised to process UPI transactions, please refer to your Terminal User Guide for instructions on how to complete these transactions.

## 18. Contactless transactions and Merchant Choice Routing

Your contactless-enabled terminal accepts magnetic stripe cards, chip cards and contactless cards and can also process transactions by inserting or swiping a card, including a contactless transaction.

The terminal will prompt you to insert or swipe the card if the terminal cannot process the contactless transaction. If this occurs the transaction is then processed as a normal card transaction and a PIN may be required.

## Merchant choice Routing (MCR)

Merchant choice routing (MCR) is a service that routes contactless scheme debit transactions via a particular network. NAB may automatically enable MCR on your NAB merchant facility. It reserves the right to disable it if at any time.

If NAB has not automatically enabled MCR on your facility you may contact the Merchant Service Centre or your Relationship Manager and request it. If you have more than one terminal you may need to accept MCR across all of your terminals without the ability to select. MCR results in cost savings in most cases but this is not guaranteed. If you choose to enable MCR NAB recommends that you monitor the impact of MCR on your costs.

## 19. Stationery

To order stationery rolls via your terminal please refer to your terminal user guide. If you have any stationery queries, or to place an order, call our Merchant Service Centre on **1300 369 852** (select Option 5).

Current stationery listing and prices can be obtained from our 'Stationery ordering made easy' brochure, online at [www.nab.com.au](http://www.nab.com.au) or by contacting the Merchant Service Centre.

## 20. Contact us

### Help desk support

For customer assistance, to report system faults or failures, how to close your facility and for general enquiries regarding NAB's Payment Solutions contact the Merchant Service Centre.

Call the Merchant Service Centre on **1300 369 852**  
24 hours a day, 7 days a week or visit [www.nab.com.au](http://www.nab.com.au)

NAB Transact Technical Help Desk is available on **1300 369 852**, 8.00am to 8.00pm weekdays.

### Authorisations

American Express **1300 363 614**

Authorisation services are available 24 hours a day, 7 days a week.

### Sales enquiries

For all enquiries or information requests on NAB's range of payment solutions for your business:

Call our sales consultants on 1300 EFTPOS (1300 338 767) 8.00am – 6.00pm AEST/AEDT Monday to Friday.

Ask your relationship manager

Visit us at [www.nab.com.au](http://www.nab.com.au)

### Merchant fraud team

For fraud related enquiries:

call **1300 622 372** (Option 3)

email [Merchant.Fraud@nab.com.au](mailto:Merchant.Fraud@nab.com.au)

## 21. Complaints

If you have raised an issue with NAB but do not feel it has been resolved to your satisfaction, you can contact the NAB Resolve team on 1800 152 015. If your concerns still have not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA):

**Website:** [afca.org.au](https://afca.org.au)

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

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

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

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





