USE OF NAB'S APIS – DEVELOPER TERMS

Effective 27/10/2017

1. General

a. These terms and conditions govern your use of National Australian Bank Ltd ABN 12 004 044 937 ('NAB', 'us', 'our', 'we') application programming interfaces, other developer services and associated software (collectively, 'APIs') made available to you via the NAB developer portal located at developer.nab.com.au ('Developer Portal'). Subject to your compliance with these terms, you may use the APIs in software programs developed by you ('API Client') for live production purposes. If you have entered into the NAB Developer Portal Terms of Use for the testing and development use of the APIs, then those terms will continue to govern your use of the APIs for testing and development purposes.

b. By accessing or using the APIs, you are agreeing to the terms below. If there is a conflict between these terms and any additional terms set out in the documentation for a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms."

2. Fees for using the APIs

We do not charge a fee for using the APIs. We may, however, introduce a fee in the future. If we do so, we will comply with the change control process set out in clause 13.1 (Modifications to the APIs and to the Terms).

3. API Client submission and approval process

a. In order to access the APIs you will be required to submit an application providing certain information (such as name, contact details, company details, intended uses of the APIs) along with the source code and object code of your API Client. By submitting your API Client, you represent and warrant to us that your API Client, and your intended uses of the APIs, comply with these Terms. You agree to cooperate with us and provide all reasonable assistance required by us in our review of your submission (which may include making yourself reasonably available for meetings with us via telephone or in person).

b. To accelerate the application process, we may provide you with temporary access to our APIs while we carry out our review of your application.

c. You acknowledge and agree that we may in our sole discretion: (i) determine that your use of the APIs or your API Client does not meet these Terms; (ii) refuse to provide you with access to the APIs in connection your API Client; (iii) withdraw your access to the APIs in connection with your API Client; or (iv) approve

your use of the APIs and your API Client. We will notify you if your registration is accepted, accepted subject to the completion of our review of your application, or rejected. We may, but are not required to, provide reasons for our decision.

d. The development of your API Client and the performance of your obligations under these Terms are at your sole cost and expense.

4. Account access, currency and audit requirements

a. You are responsible for maintaining up-to-date and accurate information (including a current e-mail address and other required contact information) for your registered accounts.

b. We may require you to submit information to authenticate your identity or to renew your registration for the Developer Portal.

c. Before making available new versions of your API Client to end users, you must submit a copy of the source code and object code of your API Client and such other information as we may require. We will follow the process set out in clause 3(c), above, in determining whether your API Client is approved for use in connection with the APIs.

d. Promptly upon request, you agree to provide us reasonable access to your API Client, documents, information, employees, subcontractors, and your third party agents. You will diligently and promptly correct any material bugs or faults in your API Client that cause it to incorrectly access the APIs or display API Content. For the purposes of this clause, a material bug or fault includes an event which creates a Security Risk (as this term is defined in clause 6.7) or a bug or fault which significantly increases, or is expected to significantly increase, the volume of traffic that your API Client submits to the APIs.

5. Your information and feedback you provide us

a. NAB may collect information about your use of the APIs. You agree to NAB collecting and using this information, and any other information you provide to us, for the purposes of carrying out our business, internal or external, including, without limitation, providing enhancements to the APIs and Developer Portal, or any other use as set out in our **privacy policy**.

b. NAB would also like your feedback on the APIs. You agree that NAB may use, profit from, disclose, publish, or otherwise exploit any feedback you provide. NAB may use your feedback to modify the APIs at our discretion.

6. Your obligations when using the APIs

6.1 Commercial and public use permitted

Subject to these Terms, you may use the APIs and your API Client for commercial and public use.

6.2 Prohibited use of the APIs

a. You must not, and you must ensure that your end users do not, use the APIs, or your API Client, to:

   i. contravene any applicable law, regulation, or third party rights (including without limitation, any third party intellectual property rights);

   ii. encourage or promote illegal activity;

   iii. falsely imply that it is associated with NAB or a NAB group member (except as otherwise permitted by the Branding Requirements set out below);

   iv. interfere with, damage, impede, disrupt of adversely impact the APIs or our servers, systems or networks providing the APIs, or any of our data or confidential information;

   v. transmit any viruses, worms, defects, trojan horses, malware or any code of a destructive manner;

   vi. provide a service where the use or failure of the API Client could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems); or

   vii. reverse engineer or attempt to extract the source code from the APIs, except to the extent that this restriction is expressly prohibited by applicable law.

b. You must not, and you must ensure that your end users do not, use the APIs in connection with an API Client that:

   i. undermines or impairs or damages the reputation of a NAB group member (as determined by us in our absolute discretion);

   ii. contains unlawful, offensive, threatening, defamatory, pornographic, obscene or otherwise objectionable content or information; or

   iii. uploads, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

6.3 API use must comply with any documentation issued by NAB

You will only access (or attempt to access) an API:

a. by the means described in the documentation for that API; and

b. in accordance with any use case submitted by you and approved by us during the application process (and as varied after the application process with our written approval).

6.4 API request limitations

a. We may set and enforce limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), at any time. You must not attempt to circumvent such limitations, and you agree to use the API for reasonable volumes that are not excessive or abusive.

b. If you would like to use any API beyond these limits, you must obtain NAB's prior express written consent. NAB may decline such request or set conditions on your use, or include additional terms and/or charges for that use. To seek such approval, contact the relevant NAB API team for information (e.g. by using the NAB developer console in the Developer Portal). If you do not agree to any conditions we impose, you must discontinue your use of that API.

6.5 Open source software

Some of the software required by or included in the APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with NAB for the applicable open source software.

6.6 NAB's right to compete with the API Clients

a. Your use of the APIs is non-exclusive. You acknowledge that NAB and other developers may develop products or services that may compete with or provide similar functionality to your API Client.

b. You acknowledge and agree that we may at our discretion not approve your use of the APIs in connection with your API Client if it is substantially similar in appearance or functionality to a product or service that we offer to our customers.

6.7 Security and cyber fraud prevention

You must:

a. on becoming aware of any event which has compromised or may have comprised the security or integrity of the APIs or our servers, systems or networks providing the APIs, or any of our data or confidential information, or your password, API Key or access details ("**Security Risk**"):

   i. immediately notify NAB of the Security Risk and provide such details as NAB reasonably requires in order to respond to the Security Risk (including by promptly providing NAB with system logs in your possession or control); and

   ii. provide all assistance reasonably requested by NAB to respond to and protect against or prevent the occurrence of the Security Risk (including, without limitation, by removing your API Client from any marketplace where it can be downloaded and installed by end users and by taking measures to prevent the installation of your API Client on devices that have had

their inbuilt security controls compromised (i.e. jailbroken devices)).

Note that events which are in scope for attacking customer account credentials/ authentication include phishing sites, malware attacks, especially trojans, or other means of criminal compromise of user data.

b. take reasonable care in the use of your password, API Key and access details. For example, you must not disclose your password and/or your API Key to any other person;

c. ensure that your API Client is developed in accordance with, and addresses the risks described in,, the OWASP Top 10 – 2017 rc1 ("The Ten Most Critical Web Application Security Risks") accessible at **https://www.owasp.org/index.php/ Category:OWASP_Top_Ten_Project** and

d. provide to NAB a security attestation in the form and at such frequency as we may require from time to time.

7. **Your API Client**

You are solely and entirely responsible for your API Client (including but not limited to any actions taken and/or any claims made by others related to your API Client), including but not limited to your API Client's development, operation, maintenance, compliance with all laws and regulations, and all materials that appear on or within your API Client. Without limiting the foregoing, you are responsible for:

a. ensuring that your API Client includes end user terms of service;

b. ensuring that you notify end users of how you handle and manage personal information you collect in connection with your API Client;

c. ensuring that you protect personal information you receive from unauthorised use, disclosure or access by third parties; and

d. creating and posting, and ensuring the accuracy, quality, integrity, legality, reliability, completeness, and appropriateness of information posted on or in connection with your API Client.

8. **Content**

8.1 **Ownership of API Client and content**

a. We do not acquire ownership in your API Client, and by using the APIs, you do not acquire ownership of any rights in the APIs or the content that is accessed through the APIs. ("**API Content**").

b. You grant to us a paid-up, royalty-free, non-exclusive, worldwide, irrevocable, license to: (a) use, perform, and display your API Client and its content for our internal testing purposes (including security testing) and for the purpose of marketing, demonstrating, and making your API Client available to end users; and (b) link to and direct users to your API Client. Following the termination of these Terms and upon written request from you, NAB will make

commercially reasonable efforts to remove all references and links to your API Client from NAB's website. Apart from the foregoing, NAB has no other obligation to delete copies of, references to, or links to your API Client.

8.2 **3rd party content**

a. The APIs contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may, but we are not required to review content to determine whether it is illegal or violates the Terms, and we may remove or refuse to display such content.

b. Content accessible through the APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

8.3 **Submission of content**

a. Some of the APIs allow the submission of content. NAB does not acquire any ownership of any intellectual property rights in the content that you submit to the APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling NAB to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable NAB privacy policy, you grant NAB a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish.

b. Before you submit content to the APIs through your API Client, you must take reasonable steps ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the licence.

8.4 **Prohibited use of content**

Unless expressly permitted by applicable law, you must not, and must take reasonable steps to ensure that your end users or others acting on your behalf do not, do the following with the API Content:

a. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

b. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

c. misrepresent the source or ownership;

d. remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material;

e. retain any copies of the content or extracts thereof or any information derived from the content, or in any way index or mine the content. Your license to content

is limited to making direct server calls to NAB for the data and to distributing the data to your end user;

f.   use or aggregate the content with content from other financial institutions.

g.   modify or alter the API Content to render the API Content unfair, deceptive, abusive, false or misleading.

9.   Branding requirements

9.1   Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of NAB's Brand Features (including any goodwill associated therewith) will inure to the benefit of NAB.

9.2   Attribution

You must not use any of NAB's Brand Features without first obtaining NAB's prior written approval.

9.3   Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by NAB without NAB's prior written approval.

9.4   Promotional and marketing use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated NAB products, NAB may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

10.   Termination and suspension

10.1 Suspension

NAB may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

10.2 Termination

You may stop using the APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide NAB with prior written notice and upon termination, cease your use of the applicable APIs. NAB reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

10.3 Your obligations post-termination

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the NAB Brand Features, and delete any cached or stored content.

10.4 Surviving provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to, clauses 5, 6.7, 7, 8, 9, 11 and 12.

11.   Liability for the APIs

11.1 Statutory Warranties

a.   State, Territory and Federal legislation implies certain non-excludable warranties into contracts for the supply of goods or services to a consumer ("**Statutory Warranties**"). If any Statutory Warranties are implied into this contract for the supply of the APIs to you, and there is a breach by us of those warranties, then to the extent we are permitted to do so, we limit that liability to:

i.   resupply of the APIs; or

ii.   payment of the cost of resupply of the APIs.

b.   Our liability to you will not be limited in this way if it is not fair or reasonable for us to rely on the limitation set out in this clause.

11.2 Our warranties

a.   NAB provides its APIs on an "as is" basis, and, except as provided for by clause 11.1, NAB does not warrant that:

i.   the APIs will meet your specific requirements;

ii.   your access to or use of the APIs will be uninterrupted or error-free, or that

iii.   any errors in the APIs will be corrected.

b.   Subject to clause 11.1, we will not be liable to you or any of your end users for any loss or damage suffered or incurred by you or any of your end users, whether arising directly or indirectly from your use and operation of the APIs, your access to the APIs or your use or attempted use of any of the APIs in circumstances where there is no unlawful or negligent act by us or any of our personnel.

11.3 Limitation of liability

a.   Subject to clause 11.1, NAB is not liable to you or any third party for any loss of data, loss of profits, loss of use, loss of revenue, loss of goodwill, any interruption of business or for any indirect, special, incidental, exemplary, punitive or consequential damages of any kind, arising out of or in connection with the Terms or the use of the APIs except to the extent that any loss or damage is caused by our own unlawful or negligent conduct.

b.   To the maximum extent permitted by law, NAB's total liability for loss or damage suffered or incurred by you as a result of any act or omission by NAB under or in connection with the Terms is limited in the aggregate for all claims relating to the Terms to any amounts you pay or becomes payable under the Terms or if no such amount has been paid or becomes payable then the amount of AUD$100.00.

11.4 Indemnification

Unless prohibited by applicable law, you will defend and indemnify NAB and its subsidiaries against all direct liabilities, direct damages, direct losses, direct costs, direct fees (including legal fees), and direct expenses suffered or incurred by us relating to any allegation or third-party legal proceeding to the extent arising from:

a. your misuse of the APIs;

b. your breach of the Terms; or

c. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users, except to the extent that our loss is due to our unlawful or negligent acts. You agree to pay us the amount of the indemnity promptly on demand by us.

12. Confidentiality

a. API Content, and other information we may make available to you in connection with these Terms, may contain our confidential information. Our confidential information includes any information which we may disclose to you in connection with these Terms and any information we designate in the API documentation as constituting our confidential information, but excludes: (i) information that is or becomes part of the public domain otherwise than as a consequence of a breach by you of these Terms; (ii) information that is independently developed by you; or (iii) information that is obtained by you from a source other than NAB which source is entitled to disclose it to you.

b. You must protect our confidential information, use it only for the purposes contemplated by these Terms, and not disclose it to any third party without our permission. You may disclose our confidential information when compelled to do so by law.

13. Other Provisions

13.1 Modifications to the APIs and to the Terms

1. NAB may at any time, where reasonably necessary for our business purposes, add to, remove, change or impose restrictions on, the functionalities of the APIs. In addition, NAB may charge a fee, change a fee, or change the Terms, at any time and for any reason. You will be notified of changes via the email address you have provided to us when establishing your account. Changes will not apply retroactively and will become effective no sooner than 15 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

2. You acknowledge that a modification to the APIs or the API Content may have an adverse effect on your API Client, including but not limited to: (i) changing the manner in which your API Client communicates with the API; (ii) changing the manner in which your API Client requests, receives, accesses, displays, transmits, and/or uses API Content; and/or (iii) changing the API Content associated with a particular API. Except as provided for by clause 11.1, we shall have no liability of any kind to you or any user of your API Client with respect to any modification or any adverse effects resulting from such modifications.

13.2 General legal terms

The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and NAB does not take action right away, this does not mean that NAB is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and NAB relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact NAB, please visit our contact page.

13.3 Code of banking practice

We have adopted the **Code of Banking Practice** and relevant provisions of the Code apply to the provision by us of the APIs to you, if you are an individual or a small business customer (as defined by the Code).

13.4 Governing law

The Terms are governed by the law in force in Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those courts.