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money



# NAB Internet Banking and Telephone Banking

**Terms and Conditions**

Effective 1 November 2024

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# About these terms and conditions

This booklet contains the terms and conditions which govern the following online banking services and facilities:

- NAB Internet Banking (including when accessed through the NAB app)
- NAB Telephone Banking
- BPAY and BPAY View
- PayID, Osko and New Payments Platform, and
- PayTo Agreements

Together with the Personal or Business 'A Guide to Fees and Charges' which can be found on our website at [nab.com.au](http://nab.com.au).

It is important that you read and understand these terms and conditions before using these services. If you use these services to access an account or card, the relevant terms and conditions for the account or card apply in addition to these terms and conditions. If there is any inconsistency between these terms and conditions and the terms and conditions applying to an account, card or service provided by NAB, these terms and conditions apply to the extent of that inconsistency.

These terms and conditions apply from when:

- a user agrees to them in the online registration process for NAB Internet Banking or the NAB app; or
- a user accesses, or seeks to access, an account through NAB Telephone Banking.

A 'user' means an account holder or authorised user.

## Key things to keep in mind

While it is important to read the whole booklet, you should be aware of the following:

- Don't share your password or authentication service (for example, an SMS security code) with anyone else including a family member, friend, authorised user or third party website.
- If a user believes the security of their authentication service (for example, SMS security) or password has been compromised, tell us soon as possible. If a user delays in telling us, this may affect account holder(s) liability for any unauthorised transactions. See clauses 3 and 4.
- Report any suspicious or unauthorised transactions to us immediately. In some cases, the account holder(s) may be liable for unauthorised transactions where it is proven the user contributed to the loss. See clauses 14.5, 3 and 4.
- Tell us as soon as possible if a user makes a mistaken payment. It is important that users do not delay in telling us as the process we follow will depend on when we are told and the type of payment made. See clause 16 and 24.5-24.6 (for BPAY payments).
- You agree to your personal information and/or transaction information being shared with certain third parties to enable you to use PayID, Osko, BPAY and PayTo. See clauses 26, 28.3, 30.5 and 40.3.
- We may change any of these terms and conditions including daily or other periodic transaction limits. We will notify you of these changes except in some situations where we may not be required to. See clause 43.
- Sometimes we may need to block transactions, suspend access to the services covered in this booklet or take other actions (for example, to prevent potentially fraudulent activity or a scam). There may also be situations where we end a user's use of the services. We will let you know if we do this. See clause 7 and 44.
- Our liability is limited in certain situations – for example, if we block a payment because we reasonably suspect there's a risk of fraud or if we exercise another right under these terms and conditions. See, for example, clauses 15, 21, 24, 39, 42 and 44.

## Unacceptable account conduct policy

NAB seeks to protect its customers from harm arising from unlawful use of, or financial abuse conducted through, NAB's accounts and electronic banking channels. NAB recognises financial abuse may happen to anyone and can include forms of family and domestic violence or elder abuse.

NAB will investigate instances where it identifies or is made aware that an account or an electronic banking service is being used in a financially abusive manner, including:

- (a) coercive or controlling behaviour to limit a person's access to or use of funds;
- (b) making profane, derogatory, discriminatory or harassing comments to any person;
- (c) making or promoting threatening or abusive language to any person;
- (d) making or threatening physical or psychological harm to any person.

We may reasonably exercise one or more of our rights in these terms and conditions to suspend, cancel or deny an account holder's access or use of the account, card or an electronic banking service if we reasonably consider it appropriate to protect a customer or another person from financial abuse.

If you are concerned about your banking safety call our NAB Customer Support Hub on 1300 308 175 or refer to our website at [nab.com.au](https://www.nab.com.au).

# Part A Online and Telephone Banking Terms and Conditions

This Part A applies to any use of NAB Internet Banking or NAB Telephone Banking.

## 1 NAB Internet Banking and NAB Telephone Banking service

1.1 NAB Internet Banking and NAB Telephone Banking are secure, convenient and easy to use. These services may be used by you to help manage your accounts.

## 2 Authorised user

2.1 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.

2.2 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.

2.3 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 12.1;
- (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.

2.4 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 12.1;
- (b) may be able to use the service to access and operate your account in every way available to you; or
- (c) may be restricted to accessing and operating your account in any way specified by you.

### IMPORTANT

2.5 Subject to clauses 2.7 and 3, 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.

2.6 You should ensure that any authorised user has been provided with, and read and understood these terms and conditions before using the service.

2.7 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 22 65**;
- (b) attend a NAB branch or outlet to confirm service suspension; or
- (c) comply with any other procedures specified by NAB.

### 3 Liability for unauthorised transactions provisions for all personal EFT transactions

3.1 This clause sets out important rules which may govern an accountholder's liability for unauthorised transactions. The liability provisions set out below override any other clause to the extent of any conflict or inconsistency for all personal EFT transactions.

#### 3.2 When the accountholder is not liable

The accountholder is not liable for losses:

- (a) that are caused by the fraudulent or negligent conduct of NAB's employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
- (b) arising because the NAB ID, authentication service and/or password is forged, faulty, expired, or cancelled;
- (c) 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) that are caused by the same personal EFT transaction being incorrectly debited more than once to the same account;
- (e) resulting from unauthorised transactions occurring after notification to NAB that the security of the authentication service and/or password has been breached;
- (f) resulting from unauthorised transactions where it is clear that the user has not contributed to such losses.

#### 3.3 When the accountholder is liable

The accountholder 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 3.4, the accountholder 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) the accountholder is also liable where NAB can prove on the balance of probability that 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 accountholder 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 accountholder will not be liable to pay:

- (i) the portion of losses incurred on any one day which exceeds the applicable daily or periodic 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 accountholder 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 accountholder 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 accountholder 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 one day which exceeds any applicable daily or periodic transaction limit(s)).

### 3.4 User's responsibilities under the ePayments Code

- (a) Where NAB provides the user with an authentication service and/or password the user must not:
  - (i) voluntarily disclose the authentication service and/or password to anyone including a family member or friend;
  - (ii) act with extreme carelessness in failing to protect the security of the authentication service and/or password; and
  - (iii) record the password without making any reasonable attempt to protect the security of the password record on the one 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.

### 3.5 Failure of NAB equipment or NAB system

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

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

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

### 3.6 Advising NAB

If the user believes the security of the user's authentication service and/or password has been breached, the user must advise NAB Internet Banking Support on 13 22 65 as soon as possible.

Once NAB has been notified of these matters the accountholder'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.

### 3.7 Credit and charge cards

Notwithstanding the rest of clause 3 where the user notifies NAB of an unauthorised transaction on a credit card or charge card account, NAB will not hold the accountholder liable for an amount greater than the liability the accountholder 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.

## 4 Allocation of liabilities for business EFT transactions

4.1 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's 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.

4.2 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 up to \$150.

4.3 Where it is clear that a user has contributed to the losses because a user has failed to comply with clause 12 or you unreasonably delay notifying NAB under clause 14.5, 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.

4.4 Subject to clause 42.7 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's 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) a party to a payment instruction made by a user not receiving funds because of a problem with the information provided by the user (e.g. a user provides NAB with the wrong account number or wrong PayID);
- (f) any delays or errors by other parties (e.g. 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.

## 5 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 [nab.com.au](http://nab.com.au) for further details.

## 6 Accounts with other entities within the National Australia Group

Where your account is maintained with another entity within the National Australia 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.

## 7 Service closure

You or NAB may end the use of the service at any time by giving a notice to the other. NAB may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk to you or us) but if we do not give you advance notice and where it is reasonable to do so, we will advise you within a reasonable time of exercising our discretion under this clause. 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 under clause 44 or limit its right to close the account under the terms and conditions for the account.

## 8 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).

## 9 NAB Internet Banking service

### Use of the service

#### 9.1 Once:

- (a) a user has created a password to be used to access the service in the future; and
- (b) a user has accessed the service by entering a NAB ID and their password; and
- (c) NAB has selected a billing account if required; and
- (d) you are taken to have accepted these terms and conditions, then

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

#### 9.2 A user may use the service in accordance with these terms and conditions, unless their use of the service is cancelled or suspended under these terms and conditions.

#### 9.3 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.

#### 9.4 Access to the service:

- (a) will be denied to a user if the user enters an incorrect password on three consecutive occasions; and
- (b) may be denied if any instruction given using the service, is made in language NAB reasonably considers to be inappropriate.

## 9.5 Transfer of funds

Subject to clauses 2.3 and 2.4, 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 as provided for in clause 9.6.

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 2.7 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.

## 9.6 Daily transfer limit

NAB applies daily limits for certain payments made using a NAB ID. Each NAB ID is subject to its own limit and is initially issued with a default limit. After you've been issued with a NAB ID you can choose to manage the limits that apply to it depending on the limit options available.

Some payments aren't counted towards the daily limit, which means they may be unlimited, or may be subject to their own limits in certain circumstances.

It's important that you understand the payment limits that apply to your NAB ID and take steps to manage them appropriately. Your limit can affect your liability for payments when things go wrong.

You can find out about the limits that apply to you on [nab.com.au](http://nab.com.au).

## 10 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.

## 11 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 13 22 65 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.

## 12 User responsibilities relating to NAB Internet Banking

### 12.1 You must:

- (a) choose a new password whenever you are required to do so by NAB;
- (b) 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 promptly report to NAB as soon as you become aware 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.
- 12.2 You must ensure that an authorised user protects, stores and uses their password and authentication service (if any), in the same manner as clause 12.1 requires you to protect, store and use yours.

## 13 Liability for unauthorised transactions for personal EFT transactions

In respect of unauthorised transactions for personal EFT transactions, your liabilities are governed by clause 3.

## 14 Instructions to NAB

- 14.1 Subject to clauses 14.2 and 15:
- (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.
- 14.2 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.
- 14.3 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 29.3 for further information about future dated payments to a PayID.
- 14.4 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.
- 14.5 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 3.6.
- 14.6 Subject to clause 3.5, 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.

## 15 Processing of instructions to NAB

Subject to clause 3.5:

- (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) except for NPP Payments, which must be processed by NAB as soon as practicable after the instruction is given, 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.

Subject to clause 42.7, 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.

## 16 Mistaken internet payments using Pay Anyone

This clause applies to mistaken internet payments using the Pay Anyone functionality available within internet banking. It sets out important rules where the Sending ADI and the Receiving ADI have subscribed to the ePayments Code and

- a user reports a mistaken internet payment to NAB as the Sending ADI; or
- NAB, as the Receiving ADI, is notified by a Sending ADI that funds have been credited to your account as the result of a mistaken internet payment by its customer.

It does not apply to BPAY Payments.

In this clause **mistaken internet payment** means a payment made by a user through Pay Anyone where funds are paid into the account of an unintended recipient because the user entered or selected the wrong BSB number and/or account number or the wrong PayID or a PayID which belonged to the wrong person as the result of the user's error or the user being advised of the wrong details. **ADI** means Authorised Deposit-taking institution and has the same meaning as the term in the Banking Act 1959(Cth). The **Receiving ADI** is the ADI whose customer received an internet payment and the **Sending ADI** is the ADI whose customer has made an internet payment.

### 16.1 User's obligation

A user:

- (a) must take care to enter or select the correct information about the intended recipient of the funds, required when using Pay Anyone to make a payment. It is not always possible for NAB to recover funds from the unintended recipient.
- (b) should report a mistaken internet payment to NAB as soon as possible by:
  - calling **13 22 65** or
  - visiting our website [nab.com.au](http://nab.com.au) for more information.

NAB will acknowledge receipt of the report and the user should record or retain this acknowledgment.

### 16.2 Our obligations as a Sending ADI when we receive the user's report

(a) *Obligation to investigate*

NAB will investigate a user's report of a mistaken internet payment.

(b) *Obligation to tell the user about the outcome*

NAB will tell the user about the outcome of a user's report of a mistaken internet payment:

- (i) in writing, and
- (ii) within 30 business days of the day the report was made.

When a user makes a report both NAB and the Receiving ADI need to be satisfied a mistaken internet payment has occurred.

If NAB is not satisfied a mistaken internet payment has occurred NAB is not required to take any further action and will tell you in accordance with 16.2 (b).

If NAB is satisfied that a mistaken internet payment has occurred, NAB will send the Receiving ADI a request for return of the funds as soon as reasonably possible and by no later than 5 business days from the time the user reported the mistaken internet payment to NAB. NAB is reliant on the receiving ADI following its obligation to acknowledge NAB's request and advise NAB within 5 business days if there are sufficient funds in their customer's account to cover the amount of the mistaken payment.

If the Receiving ADI receives a request from NAB to return funds to NAB, but is not satisfied that a mistaken internet payment has occurred, the Receiving ADI may seek their customer's consent to return the funds to you. If consent is provided to the Receiving ADI, NAB will return these funds to you as soon as practicable.

### **Process where NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred and there are insufficient funds**

This process applies where both NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred.

If NAB is advised there are insufficient funds in the customer's account, NAB is reliant on the Receiving ADI using its discretion (which is guided by a number of factors in the ePayments Code) in deciding whether to pursue all or part of the funds from their customer. If the Receiving ADI decides to pursue the return of all the funds, it has an obligation to use reasonable endeavors to retrieve the funds from their customer (e.g. facilitating payment by instalments).

If the Receiving ADI is unable to recover the funds from the unintended recipient you will be liable for losses arising from the mistaken internet payment.

### **Process where NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred and there are sufficient funds**

This table describes the obligation of the Receiving ADI and NAB if they are satisfied a mistaken internet payment has occurred and there are sufficient credit funds available in the account of the unintended recipient to cover the payment.

A different process applies depending on when the user reported the mistaken internet payment to NAB.

User reports the mistaken internet payment to NAB	Obligation of Receiving ADI after receiving NAB's request to return funds	NAB's obligation to pay you
Within 10 business days of making the payment	Funds must be returned to NAB within five business days (if practicable) of receiving NAB's request to return the funds or such longer period as is necessary up to a maximum of 10 business days	To return the funds to you as soon as practicable
Between 10 business days and seven months of making the payment	<p>Complete investigation within 10 business days of receiving NAB's request to return the funds.</p> <p>If satisfied a mistaken internet payment has occurred</p> <ul style="list-style-type: none"> <li>(i) prevent their customer withdrawing the mistaken internet payment funds for a further 10 business days;</li> <li>(ii) notify their customer they have a period of 10 business days to establish they are entitled to the funds. (This period commences on the date their customer was prevented from withdrawing the funds); and</li> <li>(iii) return funds to NAB within two business days of the end of the 10 day period described in (ii) if their customer has not established they are entitled to the funds</li> </ul>	To return the funds to you as soon as practicable
After seven months	Seek the consent of their customer to return funds. With the consent of their customer return the funds to NAB	To return the funds to you as soon as practicable

## Complaints

For information about making a complaint about the outcome of a mistaken internet payment report or how we have dealt with it, please see clause 46 Complaints in Part D of this booklet.

### Our obligations if we are notified about a mistaken internet payment by another ADI

If NAB is notified by a Sending ADI that funds have been credited to your account as the result of a mistaken internet payment by its customer, NAB will act in accordance with the obligations of the Receiving ADI described in the ePayments Code and this clause 16.2 including the obligations to return funds in your account to the Sending ADI where applicable.

## 17 Fees

- 17.1 Any of NAB's standard fees relating to the service, including the use of the service, are payable by you in accordance with clauses 17.2 to 17.4.
- 17.2 NAB may debit your billing account with its standard fees relating to the service or use of service which are detailed in the relevant Personal or Business 'A Guide to Fees and Charges' document.
- 17.3 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 account to become overdrawn or NAB may require you to pay the fees in any other manner NAB acting reasonably determines. This may result in your account being overdrawn. In this situation, you may be charged default interest in accordance with your account terms and conditions.

- 17.4 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.

## 18 NAB Telephone Banking service

### Use of the service

- 18.1 NAB Telephone Banking is automatically available to you if you are designated by NAB as a 'personal customer'. It is available on application if you are designated by NAB as a 'business customer'.
- 18.2 NAB will provide you with a NAB ID and a temporary password, which will be valid for 28 days from the date of issue automatically for a 'personal customer' and on acceptance of your application for NAB Telephone Banking for a 'business customer'.

## 19 User responsibilities relating to NAB Telephone Banking

- 19.1 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.
- 19.2 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:
- choose a new password whenever you are required to do so by NAB;
  - keep the password secret and do not write it down anywhere; and
  - take care to prevent the unauthorised use of the password.
- 19.3 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. If a user considers there has been any error in relation to the use of a password, you must let NAB know immediately.
- 19.4 NAB may allow access to an account by any person using a NAB ID and password correctly.

## 20 Liability for unauthorised transactions for personal EFT transactions

In respect of unauthorised transactions for personal EFT transactions, your liabilities are governed by clause 3.

## 21 Instructions to NAB

Subject to clause 3:

- an instruction to NAB by a user cannot be stopped once it is received by NAB;
- where reasonably necessary for its business purposes, NAB need not act on or may delay acting on any such instruction;
- except for NPP Payments, which must be processed by NAB as soon as practicable after the instruction is given, an instruction may be processed at the option of NAB on the next banking day after the instruction is given;
- 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
- NAB is not responsible for any breakdown or interruption to the relevant service.

Subject to clause 42.7, 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.



## 22 Recording of telephone calls

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

## 23 Fees

You must pay to NAB any of its standard fees relating to the service, including the use of the service, which are detailed in the relevant Personal or Business 'A Guide to Fees and Charges' document. Fees will be debited to an account selected by NAB.

## 24 BPAY Payments terms and conditions (excluding Osko)

### 24.1 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](http://nab.com.au); or
  - (ii) accessing the service via [nab.com.au](http://nab.com.au).

NAB will tell you if NAB is no longer a member of the BPAY Scheme.

When a user tells NAB to make a BPAY Payment, the user must give NAB the required information specified in clause 24.4. NAB will then debit the specified account with the amount of that BPAY Payment.

### 24.2 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.

### 24.3 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.

### 24.4 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;

- A**
- (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.

## 24.5 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 24.8, billers who participate in the BPAY Scheme have agreed 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's 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's cut-off time for BPAY Payments on a banking day, or on a non-banking day.
- (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's 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 24.5(d) will not continue for more than one 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.

## 24.6 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 3 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 24.6, and 3 to 4, 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's prescribed security procedures for such payment directions as set out in these terms and conditions.

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 24.6(c) or 24.6(d) and the payment also falls within the type described in clause 24.6(e) then NAB will apply the principles stated in clause 24.6(e).
  - (i) Except where a BPAY Payment is a mistaken payment referred to in clause 24.6(c), an unauthorised payment referred to in 24.6(d), or a fraudulent payment referred to in 24.6(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) Subject to clause 42.7, you agree to pay or reimburse NAB against any 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.

## 24.7 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.

## 24.8 BPAY payment cut-off times

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

- (a) NAB Telephone Banking cut-off times  
6.30pm Australian Eastern Standard Time or Australian Eastern Standard Summer Time in Sydney (whichever is applicable).
- (b) NAB Internet Banking cut-off times

Please refer to [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.

## 24.9 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.

## 24.10 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.

Subject to clause 42.7, NAB will not be responsible for any loss or damage resulting from a breach by you of any term of these terms and conditions.

## 25 BPAY View – only applicable to NAB Internet Banking

### 25.1 What you need to do to use BPAY View

You need to register in order to use BPAY View on [nab.com.au](http://nab.com.au).

Register by logging into the service at [nab.com.au](http://nab.com.au) and selecting to register for BPAY View.

### 25.2 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 25.3(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 25.2 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.

### 25.3 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.

### 25.4 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.

## 25.5 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 (e.g. 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.

## 25.6 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.

## 25.7 BPAY View billing errors

For the purposes of clause 25, a BPAY View billing error means any of the following:

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

### IMPORTANT

25.8 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.

25.9 For the purposes of clauses 25.7 to 25.9, 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.

## 26 Privacy and BPAY

- 26.1 In addition to clause 25.2, 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 25.3 (b), (c), (d), (e) or (f) has occurred.
- 26.2 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 26.1 as necessary.
- 26.3 You can request access or correction 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 [www.nab.com.au/privacy](http://www.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](http://www.bpay.com.au/privacy).
- 26.4 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 [www.nab.com.au/privacy](http://www.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](http://www.bpay.com.au/privacy).
- 26.5 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 B PayID, Osko and New Payments Platform

This Part B applies to use of the PayID service, Osko and other NPP Payments where these payment facilities are available with your account.

## 27 About PayID

- 27.1** 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.
- 27.2** For some account types, you can create a PayID (e.g. 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, see your account terms and conditions.
- 27.3** 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.
- 27.4** Where your account is held in joint names, each account holder can link a PayID to the account.
- 27.5** 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.

## 28 Your PayID

### 28.1 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 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 close that PayID.



## 28.2 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.

## 28.3 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.

## 28.4 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 eligible account with us will generally be effective immediately.
- (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.

## 28.5 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.

## 28.6 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 is being, or may be, used to procure payments fraudulently.
- (c) You will not be able to transfer your PayID or receive payments addressed to your PayID while your PayID is locked.

## 28.7 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 has been or is being used to procure payments fraudulently; or
  - (iii) your PayID has remained locked or inactive 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 close your PayID if the Linked Account for that PayID is closed.

## 28.8 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.

## 28.9 Payments from your PayID using PayTo

You can set up a PayTo Agreement using your PayID. For further information about PayTo Agreements, see Part C of this booklet.

## 28.10 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 and laws, 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, a payment relating to a scam affecting you or any other person, an over payment, a duplicate payment, a payment error made by NAB or a misdirected payment. Refer to clause 16 for more information regarding handling of mistaken payments.

# 29 Making Payments to a PayID

- 29.1 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 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. The PayID service must only be used for the purpose of making a payment. You must not use or disclose any information obtained from the PayID service for any purpose other than making a payment. If we reasonably suspect that you are misusing the PayID service, we may immediately disable your access to any NAB digital channel or account at our discretion.
- 29.2 When you direct a payment or other message to a PayID connected to a joint account, the other account holders may be able to see the messages and notifications associated with the payment.
- 29.3 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 name attached to the PayID 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 name attached to the PayID 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.

## **30 Osko**

### **30.1 About Osko**

- (a) We subscribe to Osko under the BPAY Scheme.
- (b) 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. See your account terms and conditions to find out what payment methods are available with your account.

### **30.2 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 but is capable of accepting other types of NPP 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.

### **30.3 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.

### **30.4 Suspension and termination**

- (a) We may suspend your ability to make Osko Payments or other NPP Payments at any time under clause 44.
- (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.

### **30.5 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 C PayTo Agreements

This Part C applies to the use of PayTo where PayTo is available with your account.

## 31 Application of these terms & conditions

- 31.1 To establish a PayTo Agreement, you must have an eligible Account and satisfy the additional eligibility criteria set out in clauses 32.9, 32.10 and 32.11 Refer to your account terms and conditions for eligible accounts.
- 31.2 NAB Internet Banking or the NAB app is required to establish and use PayTo with your eligible Accounts. You can arrange to access your Account through NAB Internet Banking if you are not already a user and NAB will register you, subject to NAB's standard terms and conditions for the service. In some limited circumstances, PayTo Agreements can be managed by calling us.

## 32 Creating a PayTo Agreement

- 32.1 PayTo allows you to establish and authorise agreements with Merchants or Payment Initiators who offer PayTo as a payment option.
- 32.2 If you establish a PayTo Agreement with a Merchant or Payment Initiator that offers PayTo:
  - (a) You'll be required to provide the Merchant or Payment Initiator with your personal information including BSB and account number or PayID.
  - (b) Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
  - (c) The Merchant or Payment Initiator may require you to agree to additional terms and conditions related to the supply of their goods or services. Should you enter into a contract with the Merchant or Payment Initiator for the provision of goods or services, that contract is separate to the PayTo Agreement.
- 32.3 PayTo Agreements are recorded by Financial Institutions in the Mandate Management Service. The Merchant or Payment Initiator is responsible for creating and submitting a record of each PayTo Agreement to their Financial Institution for inclusion in the Mandate Management Service.
- 32.4 The Mandate Management Service will notify us of the creation of any PayTo Agreement established using your BSB and account number or PayID details.
- 32.5 You'll need to have a valid NAB ID and password to access your PayTo Agreement in an eligible NAB banking channel.
- 32.6 Where the PayTo Agreement meets our eligibility criteria, you'll be requested to authorise or decline each PayTo Agreement presented for your approval:
  - (a) If you authorise it, we'll record your authorisation against the PayTo Agreement in the Mandate Management Service and the PayTo Agreement will be activated.
  - (b) If you decline it, we'll record your decline against the PayTo Agreement in the Mandate Management Service and the PayTo Agreement will not be activated. Declining a PayTo Agreement may not cancel your obligations to the Merchant or Payment Initiator. You might need to make alternative payment arrangements to meet your obligations. Declining the PayTo Agreement may result in you not receiving goods or services and the Merchant or Payment Initiator may impose fees.
- 32.7 You'll need to authorise a PayTo Agreement within 6 calendar days. If you don't authorise the agreement within that time, the PayTo Agreement creation request will expire and you'll no longer be able to authorise it. A Merchant or Payment Initiator may recall the request any time before you authorise it or it expires.

- 32.8 If you believe the payment amount or frequency or other detail presented in a PayTo Agreement is incorrect, you may decline the PayTo Agreement and contact the Merchant or Payment Initiator and, where appropriate, have them change and re-send the PayTo Agreement request.
- 32.9 Authorising and managing PayTo Agreements is only available on eligible Accounts where each account holder is authorised to operate the account alone, subject to clause 32.11.
- 32.10 Each account holder will be able to authorise and manage a PayTo Agreement where the PayTo Agreement references the Account by BSB and account number. Where a PayTo Agreement references the Account by PayID, the account holder who created the PayID will be able to authorise and manage the PayTo Agreement. Authorised third parties on the Account cannot authorise or manage a PayTo Agreement.
- 32.11 Changes to the Account transacting authority won't impact on payments under any existing PayTo Agreement which will continue in accordance with its terms. Where the Account authority changes from each account holder being authorised to operate the account alone, management of existing PayTo Agreements will be limited to viewing and cancelling.
- 32.12 The liability of account holders under an Account is not affected by whether a PayTo Agreement references the Account by BSB and account number or PayID, or whether a particular account holder authorises the agreement. For example, the liability of account holders for joint accounts remains joint and several.
- 32.13 You should regularly check your eligible NAB banking channel for requests in relation to PayTo Agreements. We may offer the ability to receive active notifications in relation to your PayTo Agreements (for example, when a new agreement is received or when the status changes). If this is available, you must have registered your contact details for the purposes of receiving notifications from us including a valid mobile phone number and email address and allow in-app push notifications. The notification may provide details of:
- the Merchant or Payment Initiator named in the PayTo Agreement;
  - the payment amount and the payment frequency (if these are provided by the Merchant or Payment Initiator);
  - other information related to the PayTo Agreement.

## 33 Processing Payments

- 33.1 Once you've authorised a PayTo Agreement, we'll process the payment instructions stated in the PayTo Agreement.
- 33.2 Payment instructions may be submitted to us for processing immediately after you've authorised the PayTo Agreement so you must ensure the details of the PayTo Agreement are correct before you authorise them.
- 33.3 Payments under your PayTo Agreements will be processed as NPP Payments.
- 33.4 If your PayTo Agreement includes a PayID to identify your Account, the terms and conditions as specified in Part B apply to your use of the PayID.
- 33.5 If your PayTo Agreement specifies the use of Osko to make payments, the terms and conditions as specified in Part B apply to your use of Osko.
- 33.6 You acknowledge that not all accounts and payment types support PayTo Agreements. For eligible accounts, refer to your account terms and conditions and clauses 32.9, 32.10 and 32.11.
- 33.7 The ability for a Merchant or Payment Initiator to create a PayTo Agreement with you depends on various factors such as the Merchant or Payment Initiator's Financial Institution and on the type of payment to be made.

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- 33.8 Payments may be processed on any day, at any time of day following a request from the Merchant or Payment Initiator's Financial Institution unless a date or time is specified in your PayTo Agreement by the Merchant or Payment Initiator. You should ensure that you have sufficient funds available throughout the day to satisfy your payments. 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.
  - 33.9 Where the payment has failed due to insufficient funds in your Account, the Merchant or Payment Initiator may attempt to deduct the payment from your Account several times following the payment failure. If attempted, the timing and frequency of each retry is at the discretion of the Merchant or Payment Initiator.
  - 33.10 Payments can only be processed where the Account or PayID specified in the PayTo Agreement is open and accessible for the purpose of processing debit transactions. If your Account or PayID is not accessible for any reason at the time of payment, the payment will fail.
  - 33.11 Where a PayTo Agreement specifies payments are to be made as a particular NPP Payment type (such as Osko), we'll process your payments as that payment type where it is supported by us. If the payment type isn't supported by us, the PayTo Agreement will be rejected.
  - 33.12 Where a PayTo Agreement doesn't specify a particular NPP Payment type, we will send the payment as one of the available NPP Payment types as selected by us. In this case, we'll still send the payment in near real-time but the timing of making the funds available to the recipient is at the discretion of the receiving bank.

## 34 Changing a PayTo Agreement

- 34.1 Your PayTo Agreement may be changed by the Merchant or Payment Initiator from time to time.
- 34.2 You may authorise or decline any change request presented for your approval. If you decline the request, the change will not be made. A declined change request will not affect the PayTo Agreement and payments will continue as previously authorised unless further action is taken to change the PayTo Agreement.
- 34.3 Change requests which are not authorised or declined within 6 calendar days of being sent to you, will expire. If you don't authorise or decline the change request within this period, the change request will be deemed to be declined.
- 34.4 If you decline the change request because it doesn't reflect the updated terms of the agreement that you've agreed with the Merchant or Payment Initiator, you may contact them and have them resubmit the change request with the correct details. We're not authorised to vary the details in a change request submitted by the Merchant or Payment Initiator.
- 34.5 Subject to clause 32.13, we may send you active notifications of proposed changes to the payment terms of your PayTo Agreement as requested by the Merchant or Payment Initiator prompting you to provide your approval. Such changes may include a variation of the payment amount, where a fixed amount is specified in the PayTo Agreement, or the payment frequency.
- 34.6 We may offer the ability for you to change your PayTo Agreement. If this is available, once a PayTo Agreement has been established, you may change your name or Account details in the PayTo Agreement only. Account details may only be replaced with a BSB and account number of an eligible Account or a PayID that you own and is registered to one of your eligible Accounts. If you wish to change the account details to refer to an account with another Financial Institution, where available, you may initiate a Transfer instruction. Refer to clause 36.
- 34.7 Once a change request has been confirmed by you, we'll promptly update the Mandate Management Service with this information and any changes you've authorised will then be deemed effective.
- 34.8 We may decline to act on the instruction to change your PayTo Agreement if we're not reasonably satisfied that the request is legitimate.

34.9 You may not request us to change the details of the Merchant or Payment Initiator, or any other party that is associated with your PayTo Agreement.

## **35 Pausing your PayTo Agreement**

- 35.1 We may offer the ability to pause and resume your PayTo Agreement. If this is available, you may instruct us to pause and resume your PayTo Agreement. We'll act on your instruction to pause or resume your agreement promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's Financial Institution of the pause or resumption.
- 35.2 During the period that the PayTo Agreement is paused, we'll not process payment instructions in connection with the PayTo Agreement.
- 35.3 Pausing a PayTo Agreement without alternative payment arrangements may result in you not receiving goods or services and the Merchant or Payment Initiator imposing fees.
- 35.4 Merchants and Payment Initiators may pause and resume any PayTo Agreement with you. If the Merchant or Payment Initiator pauses a PayTo Agreement to which you're a party, subject to clause 32.13, we may provide you an active notification to advise you that your PayTo Agreement is paused and also of any subsequent resumption.

## **36 Transferring your PayTo Agreement**

- 36.1 We may offer the ability to Transfer your PayTo Agreement. If this is available:
- (a) You may elect to have payments under your PayTo Agreement made from an account at another Financial Institution. You may initiate the Transfer with us and we'll provide you with a Transfer ID to provide to your new Financial Institution to enable them to complete the Transfer.
  - (b) Your new Financial Institution will be responsible for having you authorise the Transfer and also updating the PayTo Agreement in the Mandate Management Service. The updated PayTo Agreement will become effective upon being updated in the Mandate Management Service.
  - (c) Until the Transfer is completed, the PayTo Agreement will remain linked to your Account with us. If the other Financial Institution does not complete the Transfer within 14 calendar days, the Transfer will be deemed ineffective and payments under the PayTo Agreement will continue to be made from your Account with us.
- 36.2 We may offer the ability to Transfer a PayTo Agreement that you have with another Financial Institution to us. If this is available:
- (a) You'll need to obtain a Transfer ID from that institution and provide it to us. Where you instruct us to process the Transfer from another Financial Institution to us, we'll use reasonable endeavours to do so within 14 calendar days from receiving your instruction.
  - (b) If we're unable to complete the Transfer within 14 calendar days from the time your other Financial Institution provides you with a Transfer ID, the Transfer will be deemed ineffective and the payments under the PayTo Agreement will continue to be made from your account with the other Financial Institution.
  - (c) We don't guarantee that all PayTo Agreements will be transferrable to us.

## 37 Cancelling your PayTo Agreement

- 37.1 You may instruct us to cancel a PayTo Agreement on your behalf. We'll act on your instruction promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's Financial Institution of the cancellation.
- 37.2 If you cancel your PayTo Agreement on the date that a payment is due, but after the payment has been processed, you accept the payment will have been made and not be recoverable.
- 37.3 Cancellation of your PayTo Agreement doesn't cancel any obligations you may have with the Merchant or Payment Initiator. You may need to contact the Merchant or Payment Initiator to ensure any future obligations with them are cancelled or to make alternative payment arrangements. Cancelling a PayTo Agreement without alternative payment arrangements may result in you not receiving goods or services and the Merchant or Payment Initiator imposing fees.
- 37.4 Merchants and Payment Initiators may cancel PayTo Agreements. If the Merchant or Payment Initiator cancels a PayTo Agreement to which you're a party, we may actively notify you of that cancellation subject to clause 32.13.
- 37.5 Once a PayTo Agreement is cancelled payments will cease and you'll not be able to resume the PayTo Agreement.
- 37.6 We may cancel your PayTo Agreements at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to us or you, including where we suspect that the service is being used or will be used for fraud.

## 38 Migration of Direct Debit arrangements

- 38.1 Merchants and Payment Initiators who have existing Direct Debit arrangements with you may migrate these arrangements to PayTo Agreements (a Migrated Direct Debit).
- 38.2 You're entitled to written notice from the Merchant or Payment Initiator for any migration of your Direct Debits and changed processing arrangement as specified in your Direct Debit Service Agreement. If you don't consent to the migration of the Direct Debit arrangement you must advise the Merchant or Payment Initiator.
- 38.3 We're not obliged to provide you notice of a Migrated Direct Debit for you to accept or decline.
- 38.4 If available, we may deliver active notifications when a Migrated Direct Debit is established to advise you of the migration subject to clause 32.13.
- 38.5 When a Migrated Direct Debit is established, a period of 5 full calendar days will lapse before the first payment can be processed in accordance with the Migrated Direct Debit.
- 38.6 Once a Migrated Direct Debit is established, payments will be processed in accordance with the relevant PayTo Agreement and these terms, and you can manage it like other PayTo Agreements.

## 39 Liability

To the maximum extent permitted by law, we're not liable for any loss incurred by you or any other person where:

- (a) we fail to deliver a PayTo Agreement where you don't have an eligible Account, PayID or access to an eligible NAB banking channel;
- (b) we've acted consistently with a PayTo Agreement authorised by you or a Migrated Direct Debit;
- (c) we've acted in accordance with your instructions, or you fail to promptly give us instructions, in relation to a PayTo Agreement including authorising, declining, pausing, resuming and cancelling the agreement;



- (d) we're unable to process a payment under a PayTo Agreement because there are insufficient funds in your Account or your Account is closed, an applicable limit would be exceeded, or the relevant PayID has been deregistered or linked to an ineligible Account;
- (e) we pause or cancel a PayTo Agreement because we reasonably suspect there's a risk of misuse, fraud, breach of security, or loss to us or you've failed to confirm the details of a PayTo Agreement after being requested to do so by us;
- (f) a Merchant of Payment Initiator pauses or cancels a PayTo Agreement;
- (g) we're unable to access the Mandate Management Service or process a payment under a PayTo Agreement because of the unavailability of the service or our inability to access it;

except to the extent the loss is caused by our fraud, wilful misconduct or gross negligence.

Your liability for unauthorised PayTo payments will be governed by the provisions of clauses 3 and 4.

## 40 General

### 40.1 Your responsibilities

- (a) You must ensure that you carefully consider any PayTo Agreement creation request, or change request made in respect of your PayTo Agreement or Migrated Direct Debit. This includes ensuring you're familiar with the particulars of the agreement including the Merchant or Payment Initiator.
- (b) You must notify us immediately if you no longer hold or have authority to operate the Account from which a payment under a PayTo Agreement or Migrated Direct Debit has been or will be made.
- (c) You're responsible for ensuring your Account or PayID specified in a PayTo Agreement from which you expect payments to be made, is not closed or de-registered.
- (d) You're responsible for ensuring your PayID specified in a PayTo Agreement from which you expect payments to be made is not transferred to another Account in respect of which PayTo Agreement payments are ineligible.
- (e) You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a PayTo Agreement or Migrated Direct Debit for misuse, fraud or for any other reason by calling us on **13 22 65**.
- (f) You're responsible for ensuring that you comply with the terms of any agreement that you've with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you're responsible for any loss that you incur in connection with the cancellation or pausing of a PayTo Agreement or Migrated Direct Debit by you which is in breach of any agreement, contract or future obligation that you've with that Merchant or Payment Initiator.
- (g) You're responsible for ensuring that you have cleared sufficient funds in your Account to meet the requirements of all your PayTo Agreements and Migrated Direct Debits. Subject to any applicable laws and binding industry codes, we'll not be responsible for any loss you incur as a result of your Account having insufficient funds.
- (h) If you receive a PayTo Agreement creation request or become aware of payments being processed from your Account that you're not expecting or experience any other activity that appears suspicious or erroneous, please report such activity as soon as possible by calling us on **13 22 65** or by visiting our website [nab.com.au](http://nab.com.au) for more information. We'll acknowledge receipt of the report and the user should record or retain this acknowledgment.
- (i) From time to time you may receive a notification from us requiring you to confirm that all of your PayTo Agreements and Migrated Direct Debits are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing or cancelling your PayTo Agreements or Migrated Direct Debits.

- (j) If you use a smartphone to do your banking, we recommend that you enable notifications from the NAB app to your smartphone to ensure that you're able to receive and respond to any notification that we may send to you in a timely way.
- (k) Your usage, establishment and management of PayTo Agreements and Migrated Direct Debits are subject to the terms and conditions in Part A of this booklet. You're responsible for ensuring that:
  - (a) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;
  - (b) you don't use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and
  - (c) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person. For more information on the acceptable use of our services, refer to Part A of this booklet.
- (l) All intellectual property, including but not limited to PayTo and all associated documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the period during which we offer PayTo to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement.
- (m) Where an intellectual property infringement claim is made against you, we'll have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
  - (a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
  - (b) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
  - (c) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
  - (d) your failure to use Our Intellectual Property in accordance with this agreement.
- (n) You may terminate this agreement with us by closing your eligible Account with us. For the avoidance of doubt, you may cancel each individual PayTo Agreement you may have with the Merchant or Payment Initiator as per the terms outlined in clause 37.
- (o) You must comply with all applicable laws in connection with your use of PayTo.

## 40.2 Our responsibilities

- (a) We'll accurately reflect all information that you provide to us in connection with a PayTo Agreement or a Migrated Direct Debit in the Mandate Management Service.
- (b) To the extent it applies, we'll comply with relevant parts of the ePayments Code in relation to the provision of PayTo.
- (c) We may monitor your PayTo Agreements or Migrated Direct Debits for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your PayTo Agreements or Migrated Direct Debits if we reasonably suspect misuse, fraud or security issues.
- (d) We may suspend or terminate your ability to use PayTo at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to us or you, including where we suspect that the service is being used or will be used for fraud.
- (e) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.

### 40.3 Privacy

By confirming a PayTo Agreement or permitting the creation of a Migrated Direct Debit, you acknowledge and agree that:

- (a) you authorise us to collect, use and store your information, including account details and the details of your PayTo Agreements and Migrated Direct Debits in the Mandate Management Service and that we may collect this information from the Merchant or Payment Initiator and their Financial Institution.
- (b) your information may be disclosed to the Mandate Management Service and Financial Institution for the Merchant or Payment Initiator, for the purposes of providing you with PayTo, including creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.
- (c) we'll otherwise handle your information in accordance with our Privacy Policy which can be found at [www.nab.com.au/common/privacy-policy](http://www.nab.com.au/common/privacy-policy) which includes information about how you may access or seek correction of personal information we hold about you or make a privacy related enquiry or complaint.

# Part D General Matters

The following terms and conditions are in addition to the terms and conditions applying to all services covered in this booklet.

## 41 Banking Code of Practice

41.1 NAB has adopted the Banking Code of Practice and relevant provisions of the Code apply to the services included in this booklet, if you are an individual or a small business customer (as defined by the Code).

## 42 NAB's commitment to be fair and when NAB may be liable

42.1 When NAB exercises a right or discretion under this agreement (like considering a request you make or deciding whether or not to do something), NAB will do it in a way that is fair and reasonable. This includes where NAB changes a term of this agreement or its fees and charges, exercises enforcement or set-off rights or incurs expenses that are payable by you.

42.2 NAB can take a range of things into account when exercising its rights and discretions. These can include:

- (a) NAB's legal obligations, industry codes, payment scheme rules and regulator expectations;
- (b) protecting NAB's customers, staff and systems and the personal information NAB holds;
- (c) what you have told NAB about yourself and how you will use NAB's products and services (including if it's misleading, incorrect or you haven't provided NAB with all of the information NAB reasonably needs when asked);
- (d) how NAB's products and services are intended to be used (and how you have used them);
- (e) NAB's public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
- (f) community expectations and any impact on NAB's reputation;
- (g) whether NAB needs to take any action to protect you or another person from a potential fraud or scam; and
- (h) risk management, including sanctions risk management.

42.3 If NAB imposes any conditions or requirements to any consent NAB gives, or agrees to any request that you make subject to conditions, then you'll need to comply with those conditions or requirements.

42.4 If NAB does not make a decision or do something straightaway, NAB may still do so later on. This includes where NAB delays or defers doing so, or NAB temporarily waives a requirement.

42.5 NAB's rights and remedies under this agreement are in addition to other rights and remedies given by law independently of this agreement.

42.6 NAB's rights and remedies may be carried out by any officer or employee of NAB, or any person NAB has authorised.

42.7 NAB is not liable for any loss or damage:

- (a) caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy where:
  - (i) there's no breach of a legal duty of care owed to you by NAB, or by any of our employees or agents;
  - (ii) if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or

- (iii) NAB reasonably exercises the discretion, including because of one or more of the factors set out at clause 42.2; or
- (b) that results from a breach by you of any term of this agreement, except to the extent such loss or damage is caused by NAB's fraud, negligence or misconduct.

## 43 Notice provisions

NAB will give you (and any authorised users) notice of changes to the services included in this booklet as set out in the table below and you agree to receive notice in such ways. NAB may notify an authorised user on your behalf if you have not registered for NAB Internet Banking, the NAB app or NAB Telephone Banking.

### 43.1 Changes NAB may make

In addition to the other changes NAB may make to the terms and conditions in this booklet, which are detailed in this booklet, NAB may change any other terms and conditions.

NAB will make any changes in accordance with any applicable legislation and industry codes. We may also agree changes with you where reasonable to do so by asking you to accept them to continue using the services. If you do not accept any change we make, you can ask NAB to close your services. You will need to pay any outstanding balance on your account in order to do this.

### 43.2 How does NAB notify you of changes?

NAB will give you notice of changes to the services included in this booklet as set out in the table below and you agree to receive notice in such ways. We may give you less notice or no notice of an unfavourable change if it is reasonable for us to manage an immediate and material risk.

Type of Change	Method of Notification	Time Frame
Any change to or imposition of a daily or other periodic transaction limit	In writing or electronically	At least 30 days before the change takes 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 before the change takes effect
An increase in the accountholder's liability for losses relating to personal or business EFT transactions	In writing or electronically	At least 30 days before the change takes 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
Introduction or change to a government fee or 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 NAB gives notice with reasonable promptness after we are notified by the government
Any other changes to these terms and conditions	In writing or electronically	As soon as reasonably possible and before the change takes effect. Unless we believe the change is unfavourable to you, we'll give you at least 30 days' notice

In relation to changes to NAB Internet Banking and NAB Telephone Banking, to the extent permitted by any applicable legislation and industry codes, NAB reserves the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of NAB's systems or individual accounts.

### 43.3 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 branch, via NAB Internet Banking or by calling us on <b>13 22 65</b>	As soon as possible
Notices, certificates, consents, approvals and other communications in connection with these terms and conditions	Electronically using the service or in writing, in person at any NAB branch or by calling us on <b>13 22 65</b>	As soon as possible

### 43.4 Electronic communication

- (a) To the extent permitted by law and subject to clause 43.5, notices and other communications in connection with the terms and conditions in this booklet from NAB, will 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) by being made available through a NAB online banking services (e.g. NAB Internet Banking, the NAB app or NAB Connect); 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 email or SMS to the contact details we have on file, or by push notification from any NAB app or any other agreed method.

43.5 If you're not registered for NAB Internet Banking, and in other circumstances where we consider it reasonable, we may notify you by post instead of electronic communication.

43.6 For the purposes of clause 43.4:

- (a) 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.
- (b) 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.
- (c) 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.

## 44 Our discretion to delay, block, freeze or refuse transactions, a service or return funds and when we may be liable

- 44.1 Without limiting any other rights or discretion which NAB may have you agree that NAB may:
- (a) delay, block, freeze or refuse to make or receive or credit any payment or payments (or any other transactions) using the services detailed in this booklet. (This includes any electronic payments, or payments at a NAB branch or agency, and any payments to or from your account instructed by a cardholder or any other person authorised by you); and/or
  - (b) suspend or end access to or use of your account, including any linked cards, PINS, password, device, or through any service provided for in this booklet,

where taking any action under either or both of (a) or (b) above is reasonably necessary to prevent an anticipated breach of the law of Australia or of any other country, to prevent potentially fraudulent activity or a scam, to manage any risk or to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of the account or our banking services. NAB may exercise its rights under either or both (a) and (b), separately or concurrently and for as long as is reasonably necessary to manage any risks. Subject to clause 42.7, NAB will incur no liability to you where NAB does so. NAB cannot detect and prevent all such transactions. NAB may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk) and sometimes we are not able to explain all of the circumstances to you. If we do not give you advance notice, and where it is reasonable to do so, we will advise you within a reasonable time of exercising our discretion under this clause.

- 44.2 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.
- 44.3 You agree that you will provide any information that NAB reasonably requests connected with the account and any relevant transactions. NAB may continue any action under clause 44.1 until it receives a satisfactory response. You acknowledge that if NAB is not satisfied with your responses or you fail to respond in a timely manner then NAB may take this into account when deciding whether or not to close an account under your account terms and conditions.
- 44.4 You agree that NAB may return or deal with funds without notice pursuant to clause 45 or to manage any risk (subject to clause 42).

## 45 Mistaken internet payments, payments made in error and fraudulent payments

Where NAB believes on reasonable grounds that a payment made to your account may be a payment made in error, NAB may, without your consent, and subject to complying with any other applicable terms and conditions and laws, deduct from your account an amount equal to that payment made in error and return it to the understood source of origin or as directed by any applicable law, code or regulation. A payment made in error includes a fraudulent payment, a payment relating to a scam affecting you or any other person, an over payment, a duplicate payment or a payment error made by NAB. If NAB detects a payment made in error, NAB will notify you unless NAB is prohibited from doing so. If you receive a mistaken internet payment into your account NAB may be required to act in accordance with the ePayments Code. NAB's obligations under the ePayments Code are described in clause 16 of this booklet in the paragraph "Our obligations if we are notified about a mistaken internet payment". Refer to clause 28.10 if the payment is an NPP Payment.

NAB's rights under this clause are in addition to any similar rights NAB has in the terms and conditions for accounts.

## 46 Complaints

For information about resolving problems or disputes, contact NAB on 1800 152 015, or visit any NAB branch.

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

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

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

Postal address: GPO Box 3  
Melbourne VIC 3001

## 47 Can NAB elect not to apply a fee or charge?

NAB may, at its discretion, waive any fee or charge to your account to which it is entitled.

The failure by NAB to collect any fee or charge which applies to your account does not give rise to a waiver of that fee or charge in the future.

## 48 Governing law

The terms and conditions in this booklet and the transactions contemplated by these terms and conditions are governed by the law in force in Victoria. Any court cases involving these terms and conditions and the transactions contemplated by them can be held in the courts of any state or territory of Australia with jurisdiction to consider matters related to this document. You and NAB submit to the non-exclusive jurisdiction of the courts of that place. If the laws of the state or territory where you reside include mandatory protections that are available to you (including because you are an individual or small business), then this clause does not operate to exclude those protections.



# Definitions and Interpretation

## Part A

### Meaning of words

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

**‘account’** means if you are designated by NAB as a ‘personal customer’, each account you have, which NAB has determined is accessible by the service and, if you are designated by NAB as a ‘business customer’, each account which you have nominated in your application for the service as varied by you from time to time.

**‘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 2 to access or operate an account through the service.

**‘biller’** see clause 24.1.

**‘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’s personal 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’** ABN 69 079 137 518.

**‘BPAY Payments’** see clause 24.1.

**‘BPAY view’** see clause 24.1.

**‘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 an account held by a non-individual.

**‘Cardlink Services Limited’** ABN 60 003 311 644.

**‘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 A, 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:

- NAB Telephone Banking cut-off times-refer to clause 24.8.
- NAB Internet Banking cut-off times-refer to nab.com.au.

**‘Electronic Transactions Act’** - means the Electronic Transaction 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.

**‘merchant’** means a provider of goods and services.

**'NAB ID'** means a NAB IdentificationNumber 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 personal 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 or a certain value.

**'user'** means you or an authorised user or either of these, as the context requires.

**'you/your'** means an accountholder who has received the terms and conditions set out in this booklet and otherwise you means an accountholder who has accepted the terms and conditions in this booklet.

## Part B

### Meaning of words

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

**'Account'** means a transaction, savings or other account that can be used with PayID, Osko or NPP Payments.

**'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;
- (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.

**'you/your'** means the accountholder(s) and if there is more than one, you means each of them separately and every two or more of them jointly. You includes any other authorised user to the account acting within their authority.

## Part C

### Meaning of words

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

**'Account'** means your account with us and is identified by your BSB and account number.

**'BECS'** means the Bulk Electronic Clearing System administered by Australian Payments Network Limited ABN 12 155 136 519 or its successors.

**'Direct Debit'** means an arrangement authorised by you to debit your account through BECS.

**'Direct Debit Service Agreement'** means the agreement you've signed to enable Direct Debits to be processed from your Account.

**'Financial Institution'** means a bank or other financial institution or payment processor who offers PayTo to its customers.

**'Mandate Management Service'** means the central, secure database operated by NPP Australia Limited where PayTo Agreements are stored.

**'Migrated Direct Debit'** means a PayTo Agreement that's been established in order to process payments under an existing Direct Debit via the New PaymentsPlatform rather than BECS.

**'Merchant'** means a merchant or business with which you've established, or would like to establish, a PayTo Agreement.

**'Our Intellectual Property'** has the meaning as given in clause 40.1.1.

**'PayTo'** means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a PayTo Agreement you've established with a Merchant or Payment Initiator that subscribes to the service.

**'PayTo Agreement'** means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.

**'Payment Initiator'** means an approved payment service provider other than your bank, who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.

**'Transfer'** means to change the account from which payments are made under a PayTo Agreement from one held at a Financial Institution to one held at another.

**'Transfer ID'** means a unique identification number generated by the Mandate Management Service in connection with a request to Transfer one or more PayTo Agreements.

**'we', 'us', 'our'** and **'NAB'** means National Australia Bank Limited ABN 12 004 044 937 and its successors and assigns.

**'you'** and **'your'** means the accountholders who opened the Account and if there is more than one, you means each of them separately and every two or more of them jointly.

# Part D

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

## Meaning of words

**'account'** means your account issued by NAB which can be accessed by NAB Internet Banking (including the NAB app) or NAB Telephone Banking.

**'accountholder'** means a person or organisation 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 one or more of them.

**'authorised user'** has the same meaning as set out in the meaning of words for Part A.

**'Banking Code of Practice'** or **'Code'** mean the Banking Code of Practice.

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

**Consequential loss** or **damage** means any loss or damage suffered by a party which is indirect or consequential, loss of revenue, loss of profits, loss of goodwill or credit, loss of use, loss of data, damage to credit rating, loss or denial of opportunity, or increased overhead costs.

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

**'National Australia Group'** means National Australia Bank Limited ABN 12 004 044 937 and its related bodies corporate.

**'person'** includes an individual, a firm, a body corporate, an unincorporated association or an authority.

**'you/your'** means the accountholder(s) and any authorised users to whom these terms and conditions apply.

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For more information visit

**nab.com.au**

or call us on **13 22 65**

8am – 7pm AEST Monday to Friday

9am – 6pm AEST Saturday to Sunday

or ask at your **local branch**

Help for people with hearing or speech difficulties. Contact us on **13 22 65** through the National Relay Service.