



NAB Commercial Cards Facility Conditions

3 October 2023

Applicable to:

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

Customer services

Depending on the type of enquiry, you can write or Call Us on the following:

Lost or stolen cards or compromised PIN	In Australia Call toll-free, 24 hours per day 1800 033 103 Overseas Call reverse charges, 24 hours per day Visa +1 443 641 2004
ATM breakdown, malfunction or to query an ATM transaction	Call on 13 10 12 or 1800 036 066 after hours
General telephone enquiries	Call on 13 10 12. Business Cards is open from 8am –7pm AEST/AEDT, Monday to Friday or 9am – 6pm Saturday or Sunday.
Written enquiry	Commercial Cards GPO Box 9992 Melbourne VIC 3001 Facsimile 1300 656 521

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Commercial Cards Facility Conditions

Effective 3 October 2023

Part A

1. Our key promises

1.1 What to read

These Commercial Cards Facility Conditions govern the use and operation of your Facility. They should be read with your Letter of Offer and with the following documents contained within this booklet:

- Commercial Cardholder Conditions;
- Commercial Cards Electronic Banking Conditions; and
- Privacy notification.

It is important that you read all the documents relevant to the Account carefully and retain them for future reference.

1.2 How we will work with you

Our promise to you

- (a) We promise to always act fairly and reasonably keeping in mind your and our respective business interests. That includes whenever we are:
- (i) considering any request you make;
 - (ii) deciding whether to give our consent or to exercise a right, discretion or remedy; or
 - (iii) setting any conditions for doing any of those things.

It's worth noting that even if we don't make a decision or do something straightaway, we may still do so later on. This includes where we delay or defer doing so, or we temporarily waive a requirement.

- (b) We commit to providing you the Facility governed by this Agreement.
- (c) We commit to notifying you of any changes we make to this Agreement.

- (d) We commit to allowing you to close your Facility at any time by giving us notice. We won't charge you an exit fee but you'll remain liable for all amounts owing or that may become owing under the Facility.
- (e) We commit to giving you any information you require to better understand this Agreement or your Facility with us.

We have laws in Australia to protect small businesses from unfair contract terms. We commit to this contract being fair.

Clause 16A sets out some of the factors that we may take into account when we exercise our rights and discretions.

1.3 Our commitment to good banking practices

Doing the right thing is important to us. That's why we've adopted the Banking Code which sets the standards of practice and service for banks. The Banking Code applies to our relationship with you if you are an individual or a Small Business Customer. You can obtain from us upon request:

- (a) information on our current interest rates and standard fees and charges relating to the Account;
- (b) general descriptive information concerning our banking services, including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) our obligations regarding the confidentiality of your information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of you informing us promptly when you are in financial difficulty; and
 - (vii) the importance of you reading the terms and conditions applying to each banking service we provide to you;

- (c) general descriptive information about:
 - (i) the identification requirements of the *Anti-Money Laundering and Terrorism Financing Act 2006*;
 - (ii) the options available to you under the Tax File Number legislation; and
- (d) a copy of the Banking Code.

To find out more about the Banking Code, visit nab.com.au and look up “Banking Code”.

2. Getting started and issuing cards

2.1 Accepting our offer and Commercial Cards Facility Conditions

You accept our offer to provide the Facility under these Commercial Cards Facility Conditions by the first Use of the Account or a Card to access credit. However, before you can access this Facility or we issue a Card, you must satisfy any requirements set out in the Letter of Offer.

2.2 Requesting and renewing Cards

You may request us to issue a Card to a proposed Cardholder to operate the Account by giving us a completed and signed form (a Commercial Cards – Add a Cardholder Form) or in another manner acceptable to us. You may request us to issue a Card with a nominated Credit Limit. We will let you know if we accept your request. You agree that we may allow a Cardholder to make Contactless Purchases using Card Account Details including through a wearable device or other device (such as a mobile phone). You also agree that you are responsible for any amounts arising from the Cardholder’s Use of the Card or Card Account Details (see clause 3.1 for more information). You will provide information to the Cardholder about this Facility and their Use of the Card or Card Account Details, including:

- the Commercial Cards Electronic Banking Conditions; and
- the NAB Qantas Commercial Card Rewards Conditions (for the NAB Qantas Business Signature Card Facility only).

When we issue a Card we will issue it with a card expiry date. You authorise us to issue a replacement Card prior to the expiry date unless this Agreement has ended. We will not issue a replacement Card if you have revoked a Cardholder's authority under clause 2.3 or a Card has been inactive for a period of 6 months or more (but you can request a new Card if an inactive Card is not replaced).

2.3 Cancelling Cards

(a) How you can cancel

You can cancel and revoke the authority of a Cardholder to operate the Account if you:

- (i) give us a notice or otherwise advise us (in a manner reasonably acceptable to us) that you wish this to be done; and
- (ii) take all reasonable steps to return any current Card to us or otherwise destroy the Card by cutting it diagonally in half (including cutting any Chip on the Card).

You must promptly notify the Cardholder of your request. You remain responsible for transactions generated by Use of the Cardholder's Card or Card Account Details until you have made the request, whether the transaction is processed to your Account before or after the request is made.

2.4 When we can cancel or block cards

(a) We may at any time, without prior notice, cancel a Card and the right to use Card Account Details through a device if:

- (i) You are in default under this Agreement or another Facility that you have with us, and we are entitled to take enforcement action;
- (ii) To protect you, or us, from potentially fraudulent activity or a scam or other losses (but it may not be possible for us to detect and prevent all such transactions);
- (iii) To prevent an anticipated breach of the law of Australia or another country;
- (iv) To manage any risk, including our regulatory risk.

We will notify you as soon as possible afterwards, and if appropriate, we will give you the general reasons for doing so. We may take any action or actions under this section for as long as is reasonably required to protect NAB's legitimate business interests and to manage any risk.

We may also cancel a Card for any other reason reasonably necessary to protect our legitimate interests – and provide you with 30 days' notice.

Instead of, or prior to, cancelling a card we may also temporarily block the use of one or more Cards or the right to use Card Account Details through a device (including for the reasons set out in clause 11.4). If this happens we will try to contact you or the Cardholder.

- (b) On receiving advice of the cancellation of a Card, you will use your best endeavours to cause the Card to be returned to us at the earliest possible date. Before being returned, the Card should be cut diagonally in half (including cutting any Chip on the Card).

2.5 Important information about Cardholders

- (a) By the Use of a Card and/or the operation of the Account, each Cardholder acts as your agent. This means that you are responsible for each Purchase and Cash Advance made by each Cardholder.
- (b) Each Card (and any right to Use Card Account Details through a device) is subject to Commercial Cardholder Conditions. You must comply with, and make sure that each Cardholder complies with, the Commercial Cardholder Conditions.
- (c) Any Cardholder may apply to Use their Card or a device in our Electronic Banking Facilities without your consent.
- (d) The Use of the Card and Card Account Details is subject to the Commercial Card Electronic Banking Conditions. However, clause 5.3 (PIN security) and clause 5.1 (Take these steps to protect Card security) in the Commercial Card Electronic Banking Conditions apply immediately on receipt of the PIN.

- (e) You are bound by and must make sure that each Cardholder complies with the Commercial Card Electronic Banking Conditions. You acknowledge receiving a copy of the Commercial Card Electronic Banking Conditions and must provide each Cardholder with a copy.
- (f) You are responsible for ensuring that the relevant Cardholder checks each voucher or transaction record before signing or entering their PIN. We rely on the Cardholder's signature on a voucher or transaction record or the entry of a PIN as authority to debit the amount shown.

2.6 Statements

- (a) We recommend that you check each statement of Account (including each Card statement of Account) carefully as soon as you receive it. Please Call Us for details on how to report any disputed transaction to us.
- (b) Statements of Account will be forwarded to the address or other service nominated by you for receipt of statements.
- (c) We will provide a monthly statement of Account in respect of the Account unless:
 - (i) no Amount has been debited or credited to the Account during the Statement Period and the amount outstanding is zero or below \$10.00;
 - (ii) we wrote off the balance of the Account during the Statement Period and no further amount has been debited or credited to the Account during the Statement Period;
 - (iii) we have commenced enforcement proceedings; or
 - (iv) you are in default under the Facility.

2.7 Other

If you provide Card details to a merchant (for example, where you set up a regular payment arrangement), the merchant may be given updated Card details when the Card details are changed (such as when we issue a replacement Card) if the merchant participates in an account updater service. You should check with the merchant to

confirm if they participate. You may request to opt-out of the automatic update of Card details by contacting us.

3. Using your Facility

3.1 Your liability

- (a) Any securities listed in the Letter of Offer secure the Facility. In the future, you may agree in writing to further securities being provided. If you have any earlier securities in place with us, these will remain in place and will not be affected by these new securities.
- (b) Subject to clause 10.3(b), you are liable for all credit we extend on the Account (and any applicable interest charges or other charges including government fees, duties and charges) arising from any Use of the Account, a Card or the Card Account Details by a Cardholder including where:
 - (i) the amount of such credit is in excess of the Credit Limit applicable to the Card or of the Facility Limit. You should check your account balance online and your account statements to check if you are overlimit;
 - (ii) any Cardholder transaction on the Account (including any Cash Advance) that takes place without your authority;
 - (iii) the Card or a device has been used in breach of any term or condition applying to this Facility (including the Commercial Cardholder Conditions of Use and, if applicable, the Commercial Card Electronic Banking Conditions); and
 - (iv) any Cardholder refuses to return a Card after you have taken all reasonable steps to have the Card returned to us.

Your liability under this clause is not affected by where and to whom statements of Account are addressed (whether to the Cardholder, you, or a Person nominated by you).

- (c) Where the Customer is more than one party, the liability of each such party under the Facility is joint and several. This means that we may

require any one of the Persons listed as Customer to pay the full amount under the Facility.

3.2 Facility and Credit Limits

- (a) The Facility Limit is determined by us from time to time, acting reasonably. We will advise the initial Facility Limit to you in the Letter of Offer.
- (b) The Credit Limit on each Card is also determined by us from time to time, acting reasonably. We will take into account any request you make to us about the maximum Credit Limit for any Card.
- (c) If we reduce the Facility Limit, we may also make a corresponding reduction to the Credit Limit. We will advise you of any change made as soon as reasonably possible. You must advise a Cardholder of any change in their Credit Limit.
- (d) Each Card may, subject to our approval, have a Credit Limit up to the Facility Limit.
- (e) You may ask us in writing or any other manner acceptable to us to vary:
 - (i) the Facility Limit; or
 - (ii) the Credit Limit applicable to any Card.

We will advise you when the variation takes effect if we approve it.

3.3 Stay within your agreed Limits

- (a) You must ensure that:
 - (i) the outstanding balance of the Account does not exceed the Facility Limit without our prior approval; and
 - (ii) the Credit Limit applicable to a Card is not exceeded.
- (b) If the aggregate Credit Limit of all Cards exceeds the Facility Limit, the amount of credit available on a Card at any time will be limited to the available credit in the Account or the amount of credit available on the Card at that time, whichever is less. This may result in transactions being declined even though the Credit Limit on a Card is not fully utilised.
- (c) Subject to clause 5.2(d), any Overlimit Amount is due and payable by you straightaway to fix up

your account.

3.4 Other Changes to Facility and Credit Limits

If you are in default we may, acting reasonably, reduce the Facility Limit or Credit Limit on a Card at any time without your consent.

If you are unhappy with the reduced Facility Limit or Credit Limit, you can terminate the Facility by paying us the balance of the Account, together with all applicable fees, charges and interest. You will remain liable for all amounts owing or that may become owing under the Facility.

4. Reviewing and Ending this Agreement

4.1 Reviewing this Facility

- (a) We may review your compliance with this Agreement and your financial position periodically (but at least annually).
- (b) You must give us all reasonably requested information, documents, consents and assistance in connection with a review.

4.2 You may end this Agreement

You may terminate this Agreement by giving us notice at any time. This Agreement will then terminate 60 days from our receipt of such notice.

4.3 We may require repayment at any time

This Facility is an on-demand Facility and we may terminate it and require repayment by the date we ask you to repay under clause 5.1 at any time.

4.4 When we may take enforcement action

- (a) A Payment Default occurs if you do not pay on time any amount you owe us under this Agreement or under any other agreement you have entered into with us relating to the provision of credit or other financial accommodation provided to you or any other Person.
- (b) Without limiting our right to require payment under clauses 4.3 and 5.1, we may take enforcement action against you (including by enforcing a Security) if there is a Payment Default and you don't rectify the breach within 30 days of receiving written notification from us

(or 7 days if you are not a Small Business or this is not a Small Business Contract).

- (c) However we may give you a shorter notice period than provided for in (b), or no notice at all, if:
 - (i) the Payment Default is unable to be remedied; or
 - (ii) it is reasonable for us to do so to manage a material and immediate risk relating to the nature of the Payment Default, your particular circumstances, or the value of any Security.

4.5 Consequences of ending this Agreement

This clause applies to the termination of this Facility (including where it is a NAB Business Card Facility).

- (a) Termination of this Agreement does not prejudice our rights and remedies. This includes (without limitation) our right to recover from you any monies owing or that may become owing to us under the Facility including:
 - (i) all credit and interest charges or other charges including government fees, duties and charges until all monies owing or that may become owing to us under the Facility have been paid; and
 - (ii) any regular payment arrangements on the Account until the arrangement is cancelled or revised by you. We will cease to allow you to use the Account for such arrangements from termination, and you should contact the merchant to revise any regular payment arrangements as the merchant may stop providing goods or services.
- (b) If this Agreement terminates for any reason, then:
 - (i) all Cards and authorities to use Card Account Details will be cancelled and you must ensure those Cards are returned to us promptly after being destroyed in the manner described in clause 2.3(a)(ii). You remain liable for the Use of any Card or Card Account Details after their cancellation, whether processed before or after the return of the Card; and

- (ii) you must pay us the whole of the outstanding balance on the Account including all costs, charges and expenses relating to it.
- (c) In the event of termination, you remain liable for any regular payment arrangements on the Account in accordance with clause 4.5(a)(ii) until the arrangement is cancelled or revised by you, even if the Account is debited after termination.

5. Payments

5.1 On-demand facility

The outstanding balance of the Account and any other money owed to us under the Facility shall be payable by you to us promptly on demand. We will usually give you at least 90 days' notice before you must pay, but we may acting reasonably give you a shorter notice period or no notice period.

Circumstances where we may not give you 90 days' notice may include (but are not limited to) when:

- (a) there is a default under this Agreement or any another agreement that you have with us (including a loan agreement or Security) which:
 - (i) you have not remedied within any remedy period that we have given you; or
 - (ii) is incapable of being remedied;
- (b) you are Insolvent or enforcement action is taken against you or your assets by any other credit provider (or a similar event occurs in respect of a guarantor);
- (c) we believe on reasonable grounds that you or a guarantor have not complied with any law or requirement of a statutory authority, or any promise you have given to us under a Security; or
- (d) based on our reasonable opinion, it is necessary for us to manage a material and immediate risk.

If you have another agreement with us (such as a loan agreement), your failure to repay the outstanding balance of the Account under the Facility may also be a default under that other agreement.

However, we will comply with the Banking Code

before we enforce that other agreement based on that failure.

For example, where the Banking Code requires (e.g. if you are a Small Business) or this is a Small Business Contract, we will give you 30 days written notice under your other agreement before we enforce that other agreement based on your failure to repay the outstanding balance of the Account under the Facility.

5.2 Minimum and Monthly Payments calculation (unless a NAB Business Card Facility)

This clause 5.2 applies to the Facility (unless it is a NAB Business Card Facility).

- (a) You must make the Minimum Payment each month in accordance with the statement of Account, unless we have required you to repay the entire outstanding balance of the Account in accordance with this Agreement.
- (b) The Minimum Payment will be shown on your statement of Account. It comprises:
 - (i) the Monthly Payment (described below); and
 - (ii) the greater of:
 - (A) the Past Due Amount (any amount shown on a statement of Account as past due which has not yet been paid); and
 - (B) the Overlimit Amount.
- (c) The Monthly Payment is also shown on your statement of Account. It must be paid by the Due Date. If the Closing Balance is less than \$10.00, then the Monthly Payment is equal to the Closing Balance. Otherwise, the Monthly Payment is the greater of:
 - (i) \$10.00; and
 - (ii) an amount equal to the sum of the Relevant Percentage of:
 - (A) the Purchase Component of the Closing Balance; and
 - (B) the Cash Component of the Closing

Balance; and

- (C) any other component of the Closing Balance that we designate, as notified to you from time to time,

where:

- (D) each Relevant Percentage amount is calculated separately and rounded to the nearest cent; and
- (E) the balance for each component forming part of the Closing Balance is determined having regard to the allocation of payments and refunds as described in clause 6 of this Agreement.

- (d) You must pay the greater of the Past Due Amount and the Overlimit Amount shown in your statement of Account promptly.
- (e) In addition to the Minimum Payment, you must also pay any other amount then due and payable under this Agreement.
- (f) All payments may be made to the Card Centre described on the statement of Account, to any of our branches within Australia or by any other facility or service for payment which we make available from time to time.

5.3 Payments to be made under a NAB Business Card Facility

- (a) This clause 5.3 applies if the Facility is a NAB Business Card Facility. The NAB Business Card Facility operates as a charge card under which you are required to repay the outstanding balance of the Account at the end of each Statement Period. We will calculate the payment that we require in each statement of Account on this basis.
- (b) The payment required, as shown on a statement of Account, is due on the Due Date. Such payment must be made by a payment method we approve, acting reasonably.

5.4 Applying your payments

- (a) We will credit payments as soon as practicable after receipt of the payment. However, we reserve the right not to increase the available credit by the amount of the payment until we receive value for the payment (for example, when a cheque is cleared).
- (b) Where a payment has been credited to the Account, but we do not receive value for it (for example, if a cheque or periodical payment is dishonoured), we will debit the payment to the Account. We may reverse the application of the original payment or treat any part of the payment as a Cash Advance. This means that any debit for dishonoured payment will attract interest at the rate applicable to Cash Advances.
- (c) Each payment will be applied:
 - (i) firstly to amounts that have appeared on a statement of Account in the following order:
 - Any fees, charges and interest; and
 - Purchases and Cash Advances, including Special Promotions (highest to lowest Annual Percentage Rate),
 - (ii) then to amounts that have not yet appeared on a statement of Account in the following order:
 - Purchases and Cash Advances, including Special Promotions (highest to lowest Annual Percentage Rate); and
 - Any other amounts owing on the Account.
- (d) Any deposit balance in the Account will be applied towards payment of any amount debited to the Account as soon as the amount is debited. We will not pay interest on any deposit balance in an Account.
- (e) We will not pay interest on credit balances. Any excess payments you make that exceed the Credit Limit will not accrue interest.

6. Refunds

6.1 Refunding a Purchase

- (a) A refund due to you for a Purchase will be applied in the following order:
 - (i) towards payment of Purchases that have not yet appeared on a statement of Account;
 - (ii) towards payment of Purchases appearing on the last statement of Account;
 - (iii) towards payment of interest charges on Purchases, fees and charges shown on a statement of Account (except for non-government fees and charges applicable to a Cash Advance):
 - (A) shown on a statement of Account; then
 - (B) not yet showing on a statement of Account; and then
 - (iv) towards payment of any other amount owing on the Account.
- (b) A refund due to you for any other amounts (including fees or other charges made) in respect of a Purchase or any other amount debited to the Account other than a Cash Component, will be applied in the following order:
 - (i) towards payment of interest charges on Purchases, fees and charges shown on a statement of Account (except for non-government fees and charges applicable to a Cash Advance);
 - (ii) towards payment of Purchases:
 - (A) appearing on the last statement of Account; then
 - (B) not yet appearing on a statement of Account;
 - (iii) towards payment of interest charges on Purchases, fees and charges that have not yet appeared on a statement of Account (except for non-government fees and charges applicable to a Cash Advance); and then

- (iv) towards payment of any other amount owing on the Account.

6.2 Refunding a Cash Advance

- (a) A refund due to you, for a Cash Advance will be applied in the following order:
 - (i) towards payment of Cash Advances that have not appeared on a statement of Account;
 - (ii) towards payment of Cash Advances appearing on the last statement of Account;
 - (iii) towards payment of interest charges and other non-government fees and charges that are applicable to a Cash Advance:
 - (A) shown on a statement of Account; then
 - (B) not shown on a statement of Account; and then
 - (iv) towards payment of any other amount owing on the Account.
- (b) A refund due to you for any other amounts (including the fees or other charges made) in respect of a Cash Advance will be applied in the following order:
 - (i) towards payment of interest charges and other non-government fees and charges shown on a statement of Account that are applicable to a Cash Advance;
 - (ii) towards payment of Cash Advances:
 - (A) appearing on the last statement of Account; then
 - (B) not yet appearing on a statement of Account;
 - (iii) towards payment of interest charges and other non-government fees and charges applicable to a Cash Advance that have not yet appeared on a statement of Account; and
 - (iv) towards payment of any other amount owing on the Account.

6.3 Unsuccessful electronic transfers

Where a transaction involving a transfer of an

amount made through an Electronic Banking Facility from the Account to an account with another Financial Institution is not successfully completed for any reason, the amount in question will be credited to the Account.

7. Interest (All facilities except NAB Business Card Facility)

7.1 When this clause applies

This clause 7 applies to the Facility (unless it is a NAB Business Card Facility). However, for the purpose of clause 7 and where otherwise specified in this Agreement (including clause 8), any reference to ‘the date assigned’ to a Cash Advance or Purchase means either:

- the date the Cash Advance or Purchase was made; or
- the Opening Date shown on the statement of Account on which the Cash Advance or Purchase was itemised,

whichever is later.

7.2 Annual Percentage Rates

- (a) We use different Annual Percentage Rates for Purchases, Cash Advances, Designated Purchases or Designated Cash Advances on your Account. Your Letter of Offer states the applicable Annual Percentage Rates at the time your Letter of Offer is prepared (but may not contain all information about Special Promotions). Annual Percentage Rates are subject to change at any time. You can check the current Annual Percentage Rate on your statement of Account, by visiting nab.com.au/rates or you can Call Us.
- (b) We may at any time change the Annual Percentage Rate, under clause 12 (including, without limitation, any applicable indicator rate or any other element of the Annual Percentage Rate). We will notify you if we change the Annual Percentage Rate before the date the change takes effect - see clause 12.3.
- (c) Where we change the Annual Percentage Rate by changing an applicable indicator rate, such

change applies from the start of the Statement Period following the date we notify you.

7.3 Cash Advances

- (a) Interest charges will be:
- (i) calculated on a Cash Advance by applying the Daily Percentage Rate for Cash Advances to the aggregated balance. The aggregated balance is calculated by adding together the daily unpaid balance of the Cash Advance for each day from and including the date assigned to the Cash Advance until and excluding the date the Cash Advance is repaid in full; and
 - (ii) debited on the Closing Date for each Statement Period, and will be calculated from and including the Opening Date up to and including that Closing Date.
- (b) However, the Daily Percentage Rate for Designated Cash Advances under a Special Promotion may differ to the Annual Percentage Rate for other Cash Advances.

7.4 Purchases

- (a) Interest-free Purchases
- No interest will be charged on a Purchase if the Closing Balance for:
- the statement of Account on which the Purchase was itemised; and
 - the previous statement of Account;
- are paid in full by the Due Date shown on the respective statements of Account.
- (b) Interest charges on Purchases
- If a Purchase is not interest-free, subject to clause 5.4, interest charges will be calculated by applying the Daily Percentage Rate for Purchases to the aggregated balance. The aggregated balance is calculated by adding together the daily unpaid balance of the Purchase for each day from and including the date assigned to the Purchase until and excluding the date the Purchase is repaid in full.

Interest charges on the Purchase will first be debited to the Account on the Closing Date of the Statement Period:

- (i) in which the Purchase was debited, if clause 7.4(a) does not apply; or
- (ii) after the Statement Period in which the Purchase was debited, if clause 7.4(a) does apply.

In either case, interest charges:

- (iii) on the Purchase will continue to be debited on the Closing Date for each subsequent Statement Period until the Purchase is repaid in full;
- (iv) will be calculated from and including the Opening Date up to and including the Closing Date for the Statement Period; and
- (v) will be calculated up to and including the day on which they are debited.

The Annual Percentage Rate for Designated Purchases under a Special Promotion may differ to the Annual Percentage Rate for other Purchases.

8. Interest on NAB Business Card Facility only

8.1 When this clause applies

This clause applies if the Facility is a NAB Business Card Facility.

8.2 Interest on Cash Advances

Interest calculation:

- (a) Interest will be calculated on a Cash Advance by applying the Daily Percentage Rate for Cash Advances to the aggregated balance. The aggregated balance is calculated by adding together the daily unpaid balance of the Cash Advances for each day from and including the date assigned (as defined in clause 7.1) to the Cash Advance until and including the Cycle Date.
- (b) Interest charges will be debited to the Account on that Cycle Date.

Annual Percentage Rate:

- (b) Your Letter of Offer states the applicable Annual Percentage Rate for Cash Advances at the time your Letter of Offer is prepared. The Annual Percentage Rate is subject to change at any time. You can check the current Annual Percentage Rate on your statement of Account, by visiting nab.com.au/rates or you can Call Us.
- (c) We may at any time change the Annual Percentage Rate, under clause 12 including, without limitation, any applicable indicator rate or any other element of the Annual Percentage Rate. We will notify you if we change the Annual Percentage Rate before the date the change takes effect – see clause 12.3.
- (d) Where we change the Annual Percentage Rate by changing an applicable indicator rate, such change applies from the start of the Statement Period following the date we notify you.

8.3 Interest on Purchases

- (a) We do not charge interest in respect of Purchases provided that you comply with your obligations to make payments required in your statements of Account under clause 5.3.

However if you do not make a payment when you are required to do so or if a payment is dishonoured or reversed, then without limiting any other rights we may have under this Agreement including to cancel or block the Use of a Card:

- (i) we may charge interest on any unpaid amount at the Daily Percentage Rate for Cash Advances from the earliest of the date the payment was dishonoured or reversed; and
- (ii) those interest charges will be debited to the Account in the Closing Date of a Statement Period after the Statement Period in which the Purchase was debited.

- (b) However, if you are a Farmer and clause 16 applies to you, we also agree not to charge interest on Purchases during any period where you have been affected by drought or natural disaster under clause 16. You may need to contact us to advise us of your circumstances and we will refund any such interest during that period.

9. Fees, taxes and costs

9.1 Government charges, duties and taxes

We may charge you:

- (a) an amount equivalent to government charges and duties on receipts received or withdrawals made or otherwise in connection with the Account, the amount of which is calculated in accordance with applicable laws; and
- (b) where for GST purposes we make a Taxable Supply to you, in addition to any consideration payable by you in relation to the Taxable Supply that is not expressly stated to be inclusive of GST ('GST-exclusive consideration'), an amount calculated by multiplying the GST-exclusive consideration by the prevailing GST rate.

All such charges and duties will be debited to the Account on the Closing Date for each Statement Period.

These provisions apply regardless of whether:

- the Facility Limit or the Credit Limit applicable to any Card is exceeded;
- any Cardholder transaction on the Account may have taken place without your authority;
- the Card has been used in breach of any term or condition applicable to this Facility (including the Commercial Cardholder Conditions); and
- any Cardholder refuses to return a Card after being required to do so by us or you.

9.2 Our fees and charges

- (a) We will advise details of any of our initial fees and charges applicable to the Facility (including any fees and charges applicable to a Card) to you at the commencement of the Facility.
- (b) We will be entitled to debit any such fees and charges to the Nominated Account (if applicable), at monthly intervals, or such other intervals as we reasonably determine from time to time.

9.3 International transactions

In this clause, “International transactions” are transactions where the merchant, Financial Institution or entity processing the transaction is located outside Australia. These transactions are either:

- **‘single currency’** (the transaction is made in AUD); or
- **‘multi-currency’** (the transaction is made in a currency other than AUD).

The table below sets out the processes we will follow with single or multi-currency International transactions:

Single currency	Multi-Currency
<p>If the Cardholder and the merchant agree, purchases will be converted to AUD by the merchant at the point of sale using exchange rates provided by a third party.</p>	<p>Purchases, Cash Advances, refunds and other charges incurred at the time of the transaction in currencies other than AUD are converted to AUD by the Visa credit card scheme.</p> <p>The converted AUD amount appears on the statement of account as the transaction amount.</p>
<p>A NAB International Transaction Fee, described in the Letter of Offer, is charged to the Account under clause 9.2. This fee includes a fee charged by the credit card scheme to us (and on charged by us to you), calculated on the Australian dollar amount.</p>	
<p>If a transaction is subsequently refunded, the merchant will convert the refund using exchange rates applying at the date the refund is processed. This means the refund in AUD may be different from the original transaction cost in AUD.</p>	<p>Refunds incurred in currencies other than AUD are converted to AUD by the credit card schemes using exchange rates applying at the date of processing by the credit card scheme. This means the refund in AUD may be different from the original transaction cost in AUD.</p>
	<p>Transactions incurred in currencies other than AUD are converted to AUD.</p> <p>The conversion rate is either:</p> <ul style="list-style-type: none"> • Selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date. Note: This rate may vary from the rate Visa receives. • Mandated by a government or governing body and in effect for the applicable processing date.

10. Card Security and Protection

10.1 Our promise

We are committed to keeping your Card and Account secure against misuse. We will protect your Card information to the best of our ability.

10.2 Theft, misuse and unlawful purpose

You are responsible for the security and protection of each Card (or any device through which the Account may be accessed) from theft and misuse. Any Card issued is for the respective Cardholder's Use only.

10.3 Lost or stolen Cards

(a) You must tell us

- (i) If a Card (or any device through which the Card Account Details may be used) is lost or stolen you must immediately Call Us. You must give us all the information you or any Cardholder has about how the loss occurred, if we ask.

(b) Your liability

- (i) You remain liable for any Cash Advance or Purchase made by any other Person before you notify us of the loss or theft up to a maximum of:
 - (A) in relation to all Uses of the Card or Card Account Details through an Extra Facility – the amount determined under the terms and conditions for the Extra Facility (if any); and
 - (B) in relation to all other Uses of the Card or Card Account Details – a total amount of \$150.

(c) You remain liable for any Cash Advance or Purchase made by a Cardholder or any Person authorised by a Cardholder, despite notifying us of the theft or loss of a Card or device under clause 10.3(a).

11. Disputed transactions, Chargebacks and Blocking Cards

11.1 Disputed transactions

- (a) A disputed transaction may include:
- (i) an unauthorised transaction – a transaction which you believe was not authorised by Use of the Card or Account by a Cardholder. This includes any unauthorised mail, telephone or internet orders or any other unauthorised transaction on the Account.
 - (ii) general dispute – a transaction which you wish to dispute. This may include a transaction which has been processed to the Account more than once, or a transaction which was authorised by the Use of a Card or Account which you now wish to dispute.

You remain liable for any Cash Advance or Purchase made by a Cardholder or any Person authorised by a Cardholder, despite notifying us of a disputed transaction.

- (b) Notification procedure for disputed transactions

We recommend that you promptly read the statement of Account and arrange for Cardholders to review their Card statements of Account.

You should immediately notify us as soon as possible of any disputed transaction.

Use the telephone number printed on the statement of Account to report the disputed transaction. You must give us all the information you or any Cardholder has about how the disputed transaction occurred. We may require you or the Cardholder to confirm details in writing.

Where it applies, the ePayments Code may give you additional rights to your rights in clause 11.

The procedures for resolving disputed electronic transactions are set out in the Commercial Card Electronic Banking Conditions.

11.2 Chargeback rights and timeframes

Card scheme rules are the rules of credit or debit card schemes, such as Visa, MasterCard or American Express. Banks and other eligible Financial Institutions can become members of the scheme, which offer them the opportunity to issue cards operating on the network of the scheme.

Each Card scheme has a dispute resolution process that is contained in the operating rules of the Card scheme. This process sets out specific circumstances and time frames in which a member of the scheme (including us) can claim a refund for a disputed transaction on a Cardholder's behalf. This is referred to as a 'chargeback right'.

Our ability to investigate any disputed transaction on the Account, and subsequently process a chargeback, is restricted by the time limits imposed under the operating rules of the applicable Card scheme.

11.3 Time frames for notifying us and processing a chargeback right

We will only process a chargeback for you (where such a right exists) when you have notified us of the disputed transaction within the time frame contemplated by the applicable Card scheme rules.

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

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

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

We will not accept a refusal of a chargeback by a merchant's Financial Institution unless it is consistent with the applicable Card scheme rules.

11.4 Blocking Cards

We may block the Use of a Card or Card Account Details (or transactions made through the use of the Card or Card Account Details) where we need to:

- protect you or us, or any other person, from potentially fraudulent activity or a scam or other losses (but it may not be possible for us to detect and prevent all such transactions);
- prevent an anticipated breach of the law of Australia or another country; or
- manage any risk, including our regulatory risk.

We may exercise our rights for as long as is reasonably necessary to manage any risks. We do this because we take your Card security seriously and we are committed to retaining your trust in our Card security measures. We will try to contact you or the Cardholder if this happens (and if appropriate we will give you a general reason for doing so). We may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk). If we tell you a Card or device has been blocked, you must tell the Cardholder.

11.5 Transactions that aren't allowed on your account

- (a) International gambling transactions from your account are not permitted. But if (for whatever reason) we're unable to identify an international gambling transaction – and we allow your transaction to occur – it will be treated as a cash advance. For example, this may happen in limited circumstances if certain merchants are not identified as international gambling merchants, where our systems are down or the merchant terminal is unable to obtain online authorisations. You can find out more about these blocks on nab.com.au.
- (b) From time to time, we may block your use of your Card with undesirable merchants. We are not liable if your card does not work with an undesirable merchant or any loss that you may suffer where NAB does not block the use of your card with an undesirable merchant. Where we make changes to the types of undesirable merchants, we will publish the changes on our website. You can find out more information on what we consider to be undesirable merchants on nab.com.au.

12. Changes

12.1 Changes we may make

We may need to make changes to your Agreement from time to time. We may make changes without your consent, but we promise to act reasonably when we make any changes.

12.2 Types of changes we may make

For example, we may make the following types of changes without your consent:

- (a) introduce a new fee, charge or premium;
- (b) change the amount of a fee, charge or premium, how it is calculated or when it is charged;
- (c) change an Annual Percentage Rate including by changing or replacing the relevant indicator rate or a component used in determining a rate;
- (d) change your repayment obligations, including the amount of or timing for any repayment, or your repayment type;
- (e) change the frequency with which interest is debited; and
- (f) make necessary changes due to a change in law or our prudential obligations as a bank, as required by the Banking Code, or to comply with any Card scheme rules.

We may also make changes to other provisions of these Commercial Card Facility Conditions (for example to reflect changes in the way that an Electronic Banking Facility operates).

12.3 When we will notify you of changes we make

We will notify you of any change we make to an Annual Percentage Rate before the date the change takes effect. For all other changes, we will give you at least 30 days' notice of any change. If we reasonably consider a change will be materially adverse to you and the same change is not being made to similar facilities of our other Small Business customers or under other Small Business Contracts, we will give you at least 90 days' prior written notice of the change. However we may give shorter notice or no notice period, if:

- (a) there is a change to, or introduction of a

government charge that you pay, in which case we will tell you about it reasonably promptly after the government notifies us of it (however we do not have to notify you if it is publicised by the government);

- (b) it is reasonable for us to manage a material and immediate risk; or
- (c) there is a change that reduces your obligations (for example, a reduction in a fee or charge), we may give you a shorter notice period, or no notice period, if not inconsistent with the Banking Code. However, we will give particulars of any such change as soon as reasonably possible, even if this is after the change takes effect.

12.4 How we will notify you of change

We will notify you of changes we make by either writing to you (including by a statement message on your statement of Account) or putting an advertisement in national and local media. For example, where there is a new government charge or a change in an existing government charge, and this has not otherwise been publicised.

If a variable rate for your Account changes, we will also write to you or advertise no later than the date the change takes effect.

12.5 What to do if you don't like a change

If you don't agree with a change we make or are proposing to make, you may terminate the Agreement by notifying us in writing and paying all amounts owing.

13. Communications

13.1 How we will communicate

Notices, statements, certificates and other communications from us can be:

- (a) given to you personally;
- (b) left at or posted to your address last nominated by you;
- (c) sent by facsimile to your fax number last nominated by you;
- (d) given to you by notifying you through an

- electronic service provided by us that information is available electronically;
- (e) published in the press or at nab.com.au; or
 - (f) given to you electronically by:
 - (i) short message service (SMS) to your mobile telephone number or email; or
 - (ii) notifying you by SMS, or by email, of information on our website; or
 - (g) where you have an Electronic Banking Facility, by any other means permitted by the Commercial Cards Electronic Banking Terms and Conditions.

13.2 Contact details for notices that we send

We will use your last nominated mobile number or email address for that notice. You may change your nominated email address or mobile number, by giving us notice or calling us on 13 10 12. On request, we will provide you with paper copies of any notices or communications sent to you (6 months from the time the information is given or if the ePayments Code applies, 7 years from the time the information is given). You must check your email and mobile phone regularly.

13.3 When communications will be regarded as being received by you

- (a) If we send a document or communication to you by ordinary post, you are taken to have received it 7 Business Days after it was posted.
- (b) A document or communication sent by facsimile is received by you at the time and date shown in the delivery receipt.
- (c) A document or communication published in the press or on the internet is taken to be received by you when it is first published.
- (d) A document or communication sent by another form of electronic communication (such as SMS or electronic mail):
 - (i) is taken to be received when it enters your information system as recipient 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; and
- (ii) is deemed to received where you have your principal place of business (or if you do not have one the place where your usual place).

13.4 Communications from you

Written communications from you must be signed (including electronically) by you (or by a director or another person we have approved in the case of a director or another entity).

13.5 Telephone recording

We may record some conversations with you. We will notify you before we do so or use the recording for any external purpose.

14. Set-off and combining your Accounts

We may at any time:

- (a) combine and amalgamate your Accounts with any other account held by you (or an account conducted by us in your name) with us;
- (b) set off or transfer any credit balance on any such account towards satisfaction of any amounts due and owing by you to us (whether alone or with any other Person); and
- (c) convert currency using our exchange rate to enable a set-off.

However, if you are a Small Business or this is a Small Business Contract, we will not exercise these rights unless either we give you notice or there is a Payment Default. Otherwise, we will notify you after exercising these rights.

15. Applicable Law

This Agreement is governed by the laws of the state or territory where your Letter of Offer is addressed. You agree to any court dispute being conducted in the courts of that place. If the laws of the State or Territory where you are resident (or if you are not an individual, where your business is located) include mandatory protections that are available to you (including because you are a small business or an individual), then this clause does not operate to exclude those protections.

16. Protections for Small Business Farmers

Despite any other provision of this Agreement, if:

- you are a Small Business and a Farmer;
- we have provided this Facility to you for the purposes of a Farming Operation; and
- land you use for that Farming Operation is in drought or subject to natural disaster (as described below),

then, you have additional rights under the Banking Code. These include the right not to be charged 'default interest' as defined in the Banking Code (or fees in lieu of default interest) during any period that land you use for that operation is in drought or subject to natural disaster. We will comply with our obligations under the Banking Code.

For the paragraph above to apply, you may need to tell us about the circumstances, and we will refund default interest (if any) or default fees which were charged during that period. You should tell us as soon as practicable if the land you use for a Farming Operation is in drought or subject to natural disaster.

For the purposes of this clause, land is in drought or subject to natural disaster if an Australian State or Territory Government makes a declaration to that effect, or where we are satisfied on other grounds that the land is in drought or subject to natural disaster.

We may also make announcements from time to time about support provided for customers impacted by natural disasters and crises. To find out more, please visit nab.com.au and look up "natural disaster and crisis support".

16A. Exercising rights and discretion

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

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

17. Meanings of some words in your Letter of Offer and these Commercial Cards Terms and Conditions

'Account' means the NAB account established by us in your name for the purpose of the Facility and which may be accessed by Use of a Card or Card Account Details.

'Agreement' means in connection with the Facility:

- (a) these Commercial Cards Facility Conditions ;
- (b) the Letter of Offer;
- (c) the Commercial Cardholder Conditions;
- (d) the Commercial Card Electronic Banking Conditions; and
- (e) where the Card is Used to operate the Account through an Extra Facility, the terms and conditions of the Extra Facility, each as amended from time to time.

‘Annual Percentage Rate’ means the annual percentage rate applying to Purchases, Cash Advances, Designated Purchases or Designated Cash Advances (as the case requires) on the Account as advised to you by us in the Letter of Offer, or in the terms of a Special Promotion, and as changed from time to time under clause 7.2(b) or 8.2(c).

‘AUD’ means Australian dollars.

‘Banking Code’ means the version of the Banking Code of Practice as published by the Australian Banking Association which applies, or that we agree applies, to your Facility.

‘Business Day’ means a day other than a Saturday, Sunday or public holiday listed throughout Australia.

‘Call Us’ means contact us by using the telephone numbers we make available for this Facility from time to time included in the table at the beginning of the Commercial Cards Facility Conditions.

‘Card’ means a card issued by us under the Facility to the Cardholder.

‘Card Account Details’ means:

- (a) the Card number, and
- (b) the Card expiry date,

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

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

‘Cash Advance’ means each amount:

- (a) of cash supplied by Use of a Card on the Account including each amount converted under clause 9.3;
- (b) transferred from the Account by Use of a Card;
- (c) charged to the Account by Use of an Extra Facility on the Account where the transfer is to

an account with us or another Financial Institution and, in the latter case, includes both successful and unsuccessful transfers;

- (d) authorised by Use of a Card (or arising from Use of an Extra Facility on the Account) and charged by a supplier of cash, cash substitutes or bill payment services (except BPAY® transactions), including each such amount converted in accordance with clause 9.3; or
- (e) treated by us as a Cash Advance under clause 5.4(b); or
- (f) that is a Designated Cash Advance unless notified by us or otherwise provided in these Terms and Conditions.

‘Cash Component’ means that part of the Closing Balance comprising:

- (a) each Cash Advance;
- (b) fees, charges and interest applicable to each Cash Advance; and
- (c) any other part of the Closing Balance that we designate as part of the Cash Component as notified to you from time to time.

‘Chip’ means the electronic microchip embedded in a Card.

‘Closing Balance’ means, in relation to the Account, the amount you owe us on the Closing Date for a Statement Period shown on the statement of account for that Statement Period.

‘Closing Date’ means, for a statement of account, the last day of the Statement Period shown on that statement of account.

‘Commercial Cardholder Conditions’ means the conditions of Use which apply to Use of a Card by a Cardholder included within this document and separately provided with each Card.

‘Contactless Purchase’ means authorising purchases:

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

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

‘Credit Limit’ means the credit limit we apply to a Card.

‘Cycle Date’ means the date specified in the Letter of Offer except:

- (a) where a Cycle Date would otherwise fall on:
 - (i) a non-Business Day where the previous calendar day was a Business Day, it will be on the previous Business Day; or
 - (ii) a non-Business Day where the previous calendar day was not a Business Day, it will be on the next Business Day; or
- (b) where we notify you of another Cycle Date in writing.

‘Customer’, ‘you’ or ‘your’ means the Person who has established the Facility with us as detailed in the Letter of Offer and includes that Person’s successors and assigns.

‘Daily Percentage Rate’ means the rate determined by dividing the relevant Annual Percentage Rate by 365.

‘Designated Cash Advance’ means a transaction we designate as a Cash Advance made under the terms of a Special Promotion.

‘Designated Purchase’ means a transaction we designate as a Purchase made under the terms of a Special Promotion.

‘Due Date’ means the number of days specified in your Letter of Offer after each Cycle Date or such other date as we may separately agree, except that where the due date falls on a non-Business Day it will be on the next Business Day.

‘Electronic Banking Facility’ means each banking facility available through the Internet or by telephone from us and any other electronic banking facility advised to you by us, including an electronic

device at a merchant which can be used to make a Contactless Purchase.

‘Extra Facility’ means any banking facility we offer from time to time available for Use with a Card, and which permits a Cardholder to Use a Card or charge amounts to the Account. This includes our Electronic Banking Facilities.

‘Facility’ means the:

- (a) NAB Rewards Business Signature Card Facility;
- (b) NAB Qantas Business Signature Card Facility;
- (c) NAB Low Rate Business Card Facility; or
- (d) NAB Business Card Facility,

offered to you in the Letter of Offer and includes the Account and any Cards issued to Cardholders to operate the facility.

‘Facility Limit’ is the amount described in clause 3.2(a).

‘Farmer’ means a Person (whether an individual person or a corporation) who is a Small Business and who is solely or principally engaged in a Farming Operation and includes a Person who owns land cultivated under a share-farming agreement and the personal representatives of a deceased farmer.

‘Farming Operation’ means a business undertaking that primarily involves one or more of the following activities:

- agriculture (for example, crop growing and livestock or grain farming);
- aquaculture;
- the cultivation or harvesting of timber or native vegetation; or
- any activity involving primary production carried out in connection with an activity referred to in the above bullet points.

‘Financial Institution’ means:

- (a) a ‘bank’ within the meaning of the *Banking Act 1959* (Cth);
- (b) a corporation:
 - (i) that is registered or incorporated as a building society or credit union under a law

- relating to such organisations that is in force in a State or Territory of Australia; or
- (ii) a substantial part of whose business or undertaking is the provision of credit; or
- (c) a Person who is not a corporation and in relation to whom paragraph (b)(i) would apply if the Person were a corporation.

‘GST’ has the same meaning as in the *A New Tax System (Goods and Services) Act 1999* (Cth).

A Person is **‘Insolvent’** if:

- (a) they are (or state they are) insolvent or an insolvent under administration (each as defined in the *Corporations Act 2001* (Cth));
- (b) they have an external administrator (receiver, receiver and manager, administrator, liquidator, provisional liquidator, controller or bankruptcy trustee) appointed to them or any of their assets, are in liquidation, in provisional liquidation, under administration or being wound up;
- (c) execution, distress, or any other process is attempted or imposed regarding any of their undertaking, property or assets;
- (d) a compromise, arrangement, assignment, moratorium or composition is proposed with, or becomes effective in relation to, their creditors or any class of their creditors (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by us);
- (e) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to above;
- (f) they are taken (under section 459F of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand;
- (g) they are the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);

- (h) they are a natural person who commits an act of bankruptcy within the meaning of the *Bankruptcy Act 1966* (Cth);
- (i) they are otherwise unable to pay their debts when they fall due; or
- (j) something having a substantially similar effect to any of the things referred to above happens in connection with them under any law.

‘international gambling transaction’ means an international transaction which is a gambling transaction or using money to lay a bet, including any form of gambling transaction with a casino, lottery operator, betting agency or an entity conducting any form of gambling business.

‘Minimum Payment’ means, in relation to the Account, the minimum monthly payment amount calculated under clause 5.2.

‘Monthly Payment’ means, in relation to the Account, the monthly payment amount described in clause 5.2.

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

‘NAB Internet Banking’ means an internet banking service provided by us that is accessible by you.

‘NAB Telephone Banking’ means a telephone banking service provided by us that is accessible by you.

‘Nominated Account’ means the Account or another account with a Financial Institution nominated by you.

‘Letter of Offer’ means the letter in which we offer you the Facility.

‘Opening Date’ means the date shown on a statement of account as the first day of the Statement Period for that statement of account.

‘Overlimit Amount’ means the amount by which the balance of the Account exceeds the Facility Limit.

‘Past Due Amount’ means the amount described in clause 5.2(b)(ii)(A).

‘Payment Defaults’ are described in clause 4.4(a).

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

‘PIN’ means personal identification number.

‘Purchase’ means each amount:

- (a) charged by a merchant or supplier for the supply of goods or services purchased by the Use of a Card (including BPAY transactions and a Contactless Purchase) and includes international transaction amounts converted under clause 9.3, but excluding Cash Advances; or
- (b) being a Designated Purchase unless notified by us or these Terms and Conditions say otherwise.

‘Purchase Component’ of a Closing Balance means, that part of the Closing Balance relating to:

- (a) each Purchase and interest charges applicable to each Purchase;
- (b) fees and charges except those applicable to a Cash Advance; or
- (c) any other component of the Closing Balance we designate as part of the Purchase Component as notified to you from time to time.

‘Relevant Percentage’ for a component of the Closing Balance means 2.5% or any other percentage that we designate for that component as notified to you from time to time.

‘Security’ means any security listed in the Letter of Offer.

You are a **Small Business** when the total of our business finance credit exposures to you and your related entities (that are businesses) is less than \$5,000,000. This includes the total of all your existing debt to us, any undrawn amounts in relation to that debt, and any other credit or financial accommodation provided or being applied for. Your ‘related entities’ are those which fall within the definition of ‘related entity’ under section 9 of the *Corporations Act 2001* (Cth) and could include, for example, those entities which we reasonably determine are under common ownership control or management control with you or by you. We may

make any such determinations under our aggregate risk exposure policies.

‘Small Business Contract’ has the meaning of that term when used in the *Australian Securities and Investments Act 2001 (Cth)* (**ASIC Act**) from time to time. With effect from 9 November 2023 small business contracts under the ASIC Act include contracts which are entered into or renewed after that date where the upfront price payable (which includes the total amount of principal that is owed under a contract for the provision of credit) does not exceed \$5,000,000 and either (or both) of the following apply:

- the business makes the contract in the course of carrying on a business and the business employs fewer than 100 persons; or
- the turnover of the business for the last income year (within the meaning of the Income Tax Assessment Act 1997) was less than \$10,000,000. The calculation of turnover will be worked out using the rules in the ASIC Act.

This Agreement may be a Small Business Contract where it meets these requirements.

For the removal of doubt, this Agreement may be a Small Business Contract even if you are not a ‘Small Business’ within the meaning of that term in Banking Code of Practice (or as defined above).

‘Special Promotion’ includes a reduced rate of interest, interest-free days or other special terms we may apply from time to time to a category of transactions. When we tell you about a special promotion, we will also provide applicable terms and conditions.

‘Statement Period’ means the period to which a statement of account relates as specified on the statement of account.

‘Taxable Supply’ has the same meaning as in the *A New Tax System (Goods and Services) Act 1999 (Cth)*.

‘Undesirable merchant’ means a merchant who:

- (a) operates within an industry or provides services which we reasonably consider to pose a high risk of loss, fraud or scam to either you or NAB;
- (b) we have reasonably identified as posing a high risk of loss, fraud or scam to either you or NAB.

‘Use’ in relation to a Card means:

- (a) any physical Use of the Card;
- (b) any notification or Use of the Card number, Card Account Details or any other identifying number or password we issue or the Cardholder selects in relation to the Card or the Account or to enable the Card or the Account to be used through an Extra Facility; and
- (c) the making of any payment to the Account.

Some examples of **Use of a Card** are:

- (a) physical Use of the Card in an automatic teller machine or other terminal device or by waving or tapping a Card at a terminal device at a merchant to make a Contactless Purchase;
- (b) physical Use of the Card in an imprinter in a manually processed transaction;
- (c) providing the Card number or Card Account Details to a merchant or third party by telephone or internet;
- (d) making a Contactless Purchase at a merchant;
- (e) nominating the Card number in a mail order or other authority to a merchant;
- (f) entering the Card number or an identifying number issued in relation to the Account under a NAB Telephone Banking facility into a device connected to that facility; or
- (g) any transaction conducted on the Account through our NAB Internet Banking service.

General Explanatory Information About:

- Regular payment arrangements;
- Unclaimed credit balances; and
- Complaints investigations procedures.

This section contains general and descriptive information, designed to help you understand some common banking practices and procedures in relation to credit card accounts.

You can Call Us to obtain further information on any matter covered in this section. You should obtain your own legal advice or consult the AFCA scheme before relying upon any rights you think you may have as our Customer.

A How to cancel or change Regular Payment Arrangements and mail order authorities

We strongly encourage you to keep a record of any regular payment arrangements and cancellation or change requests that you enter into with a merchant. Any changes (including a change to a Card number) or cancellations relating to regular payment arrangements (including outstanding mail order authorities on the Account) must be arranged by you directly with the merchant. You cannot cancel an authority to a merchant for these types of transactions merely by notifying us. We cannot redirect transactions subject to an authority to a new account, even where your existing Account has been closed.

For changes to regular payment arrangements, you should notify the merchant at least 15 days before the next scheduled repayment. If possible, you should keep a copy of the request. If the merchant fails to act, you may have rights to dispute the payment.

If a Card number is changed, for example as a result of a lost or stolen card, you must request that the merchant change the details of your existing regular repayment arrangement to ensure arrangements

continue. Otherwise, your regular payment arrangement may not be honoured by us or the merchant may stop providing goods or services.

We may have rights against a merchant after a particular transaction has been processed, if there is a dispute. You should notify us in writing of disputes as soon as possible.

B Unclaimed credit balances

If your Account is closed we will take reasonable steps to return any amount in the Account to you (unless we reasonably believe that we are unable to because of our regulatory or other legal obligations, for example, to comply with a court order). If you have not operated the Account for seven years (for example, by making transactions), we may close the Account and transfer any credit balance to the Commonwealth Government as unclaimed money. We will notify you at your last known address at least 30 days before we do so.

C Complaint investigation procedures

If you have a complaint, you should promptly notify the Card Centre described in your statement of Account or Call Us. You may be required to confirm details of the complaint in writing and to provide supporting material.

We will try and resolve the matter immediately to your satisfaction.

However, if we are unable to do this, we will acknowledge receipt of your claim and investigate the matter further after you give us any additional information that is reasonably necessary.

Within 21 days, we will advise you in writing of:

- (a) the outcome of our investigation –including the reason for our decision and any specific part of the Agreement that was applied; or
- (b) the need for more time to complete our investigation.

We will endeavour to complete our investigation within 45 days of receiving the complaint unless there are exceptional circumstances we have advised you about. Once our investigation is

complete, we will promptly advise you in writing of the outcome and the reasons for this outcome.

The Australian Financial Complaints Authority

If, despite our resolution procedures, we still cannot resolve the complaint and you want the matter investigated by someone other than us, we are a participant in the Australian Financial Complaints Authority (AFCA).

This service is funded by participating banks but operates independently of them.

The AFCA offers help free of charge to applicants who are individuals and small businesses (as defined by the terms of reference) and otherwise come within the jurisdiction of the AFCA.

We are bound by whatever AFCA decides but you are not bound and can ultimately take the matter to court if you wish.

To contact the AFCA, write or telephone:

GPO Box 3

Melbourne VIC 3001

Telephone: (toll-free) 1800 931 678.

Commercial Cardholder Conditions

1. What to read

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

2. Getting started

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

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

3. Here's some important things Cardholders should know

3.1 Important things to know about the Card

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

Customer for us to extend credit to the Customer under the Commercial Cards Facility Conditions;

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

3.2 Card not to be used for unlawful purposes

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

3.3 Responsibility for choosing goods and service

The Cardholder (as agent for the Customer) is responsible for choosing goods or services paid for using the Card or the Card Account Details. Subject to any applicable law, we are not responsible for and do not:

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

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

3.4 Complaints about goods or services bought with the Card

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

Cardholders should contact us immediately about any disputed transaction.

3.5 Cash advances

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

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

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

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

- (a) The Card or Card Account Details may be used in NAB's electronic banking facilities without the need for the Customer to consent. Use of the Card or Card Account Details is subject to the Commercial Cards Electronic Banking Conditions upon receipt of the Card or Card Account Details. However, clause 5.3 (PIN security) and clause 5.1 (Take these steps to protect Card security) in the Commercial Cards Electronic Banking Conditions apply immediately upon the Cardholder's receipt of the PIN.
- (b) If there are any inconsistencies between these Commercial Cardholder Conditions and the Commercial Cards Electronic Banking Conditions, the Commercial Cards Electronic Banking Conditions prevail to the extent of the inconsistency.
- (c) With the exception of Cards issued under a commercial charge card facility (such as a NAB Business Card Facility), the Cardholder may nominate NAB accounts (including savings and cheque accounts) that can be used with the Card to enable transactions to be made on those NAB accounts using NAB's electronic banking facilities. For further information on the nominated accounts that can be used with the Card (including restrictions on the number and type of nominated accounts), see clause 4.1 (Nominated Accounts) of the Commercial Cards Electronic Banking Conditions.

5. International transactions

- (a) **'International transactions'** are transactions where the merchant, financial institution or entity processing the transaction is located outside Australia. International transactions are either 'single currency' (the transaction is made in Australian dollars) or 'multi-currency' (the transaction is made in a currency other than Australian dollars).

- (b) The way international transactions are processed and appear on the Customer's statement of Account depends on the relevant card scheme and the type of transaction.
- (c) Any international transaction which we debit to the Customer's Account will incur a NAB International Transaction Fee and may be subject to other exchange rate costs. Further information about international transactions is set out in the Commercial Cards Facility Conditions.

6. Credit limit

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

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

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

8. Changes we may make

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

9. How we will exercise our discretion

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

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

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

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

10. Meaning of words

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

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

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

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

‘Card Account Details’ means:

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

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

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

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

‘Contactless Purchase’ means authorising purchases:

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

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

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

‘Facility’ means the:

- (a) NAB Rewards Business Signature Card Facility;
- (b) NAB Qantas Business Signature Card Facility;
- (c) NAB Low Rate Business Card Facility;
- (d) NAB Business Card Facility,

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

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

NAB Commercial Cards Electronic Banking Conditions

1. What to read

- (a) These Commercial Cards Electronic Banking Conditions govern the use of electronic banking facilities in connection with your Facility and Cards issued under that Facility. You should read the following documents:
 - (i) Commercial Cards Facility Conditions;
 - (ii) terms and conditions applying to any Nominated Account accessible by using a Card; and
 - (iii) Commercial Cardholder Conditions.

You should consider these documents with your Letter of Offer. It is important that you read all the documents relevant to the Account carefully and retain them for future reference.

- (b) You should also ensure that each Cardholder is provided with a copy of these Commercial Cards Electronic Banking Conditions and the Commercial Cardholder Conditions. In respect of EFT Transactions, these Commercial Cards Electronic Banking Conditions will apply to the extent of any inconsistency with any other applicable terms and conditions relevant to your Facility. However, the Commercial Cards Facility Conditions take priority in relation to any notice of cancellation or revocation of any electronic banking facility.
- (c) Fees may apply to EFT Transactions – these are detailed in ‘A Guide to Fees and Charges- Personal banking fees’, or ‘Business Banking Fees – a guide to fees and charges’, as applicable.

2. How we will work with you

2.1 Our promise to you

We have made a number of promises to you, and made a commitment to good banking practices,

which are set out in the Commercial Cards Facility Conditions. These promises and commitments also apply to your use of our electronic banking facilities.

2.2 ePayments Code promise

We promise that we will comply with the requirements of the ePayments Code for all EFT Transactions on Nominated Accounts other than Business EFT Transactions.

2.3 Electronic Banking failure – when we are liable to you

- (a) If the ePayments Code applies to you for an EFT Transaction on a Nominated Account, we are liable to you for losses you suffer caused by the failure of our Electronic Equipment or system to complete an EFT Transaction accepted by our system or our Electronic Equipment in accordance with your instructions or a Cardholder's instructions.

However, we are not liable for consequential losses where you or the Cardholder should reasonably have been aware that our Electronic Equipment or system was unavailable for use or malfunctioning. Our responsibilities in this case will be limited to the correction of errors in your Account and the refund of any charges or fees imposed on you as a result. We will also not be liable for any losses caused by the failure of our Electronic Equipment where our system or Electronic Equipment has not accepted the EFT Transaction. Consequential loss 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.

- (b) If the ePayments Code does not apply to you, we are not liable to you for any loss, claim, liability or outgoing, including without limitation any consequential loss or liability which you suffer because of any failure of our systems or our Electronic Equipment to complete a Business EFT Transaction.

3. Getting started

3.1 Accepting Electronic Banking terms and conditions

- (a) You must give each Cardholder a copy of these Commercial Cards Electronic Banking Conditions before any of the events referred to in this clause occur.
- (b) Clause 5.3 and the guidelines on security in clause 5.1 apply immediately when you or a Cardholder receives or selects a PIN.
- (c) You accept all other Commercial Cards Electronic Banking Conditions when any of the following first occurs:
 - (i) You or any Cardholder conducts an EFT Transaction on any Nominated Account; or
 - (ii) You or any Cardholder receives a Card or Card Account Details, whichever happens first.

3.2 EFT terms and conditions

- (a) EFT Transactions on your Nominated Accounts include, but are not limited to EFT Transactions initiated by a Cardholder:
 - (i) using a Card and PIN at any ATM;
 - (ii) at EFTPOS facilities provided by Merchants using a Card and PIN;
 - (iii) using Card Account Details through other Electronic Equipment (such as personal computer or telephone) including, for example, Merchant internet sites and by telephone or email with a Merchant;
 - (iv) where a Card is used through a 'swipe-only' device that does not require a manual signature; and
 - (v) using a Card or Card Account Details at a Contactless Reader.
- (b) The processing of an EFT Transaction to a particular Account will depend on the functionality of the Electronic Equipment (for example, an overseas ATM may process a transaction to a Main Nominated Account which is a credit card account even though you sought

to initiate a debit transaction on a different Nominated Account).

- (c) We accept no responsibility for this differing functionality.

3.3 Important information about Cards

- (a) Cardholders should take proper care of their Card and Card Account Details. Do not keep Cards in contact with other cards that have a magnetic strip. Magnetic strips can react with each other and if this occurs the Card may no longer operate at an ATM or EFTPOS Terminal.
- (b) Each Card is issued with validity dates denoting month and year for example 3/20 is March 2020. The commencing date is the first day of the month, the expiry date the last day of the month. Cards are not valid before or after these dates. Expired Cards must be destroyed.
- (c) Cards remain our property and must be returned to us or destroyed (by cutting it vertically in half through its magnetic strip and embedded Chip) if:
 - (i) we notify you that the Card has been cancelled;
 - (ii) all of the Nominated Accounts are closed; or
 - (iii) you revoke the authority of a Cardholder to operate your Nominated Accounts by using the Card.
- (d) Cards may be confiscated by an ATM if the Cardholder repeats invalid PIN entries. The number of additional entries allowed after the first invalid entry may be varied and is not subject to any prior notice.

4. Using Electronic Banking

4.1 Nominated Accounts

Except for Cards issued under a commercial charge card facility (for example a 'NAB Business Card Facility'), each Cardholder can nominate NAB Accounts that can be used with their Card and/or PIN (or Card Account Details) to enable transactions to be made on those NAB Accounts using our card-based electronic banking facilities. There is a limit to the number and type of accounts which can

be Nominated Accounts. Some types of Electronic Equipment may not allow access to all types of accounts. For further information, Call Us.

4.2 What is a Main Nominated Account?

If a Card is a credit card, the credit card Account is the Main Nominated Account. Each Cardholder can also nominate up to two additional accounts as Nominated Accounts comprising any combination of cheque, savings and home loan accounts.

4.3 EFTPOS Transactions must be debited to a Nominated Account

Individual EFTPOS Transactions must be debited to a Nominated Account. EFTPOS Terminals permit access to the Cardholder's Nominated Account(s) and will debit an EFTPOS Transaction to one of the Cardholder's Nominated Accounts being a Card account, cheque or statement savings account.

4.4 EFT Transactions

- (a) We reserve the right to limit the amount which may be withdrawn or transferred from a Nominated Account by way of certain EFT Transactions.
- (b) A 'daily' limit applies from midnight to midnight Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable) to purchases and withdrawals of cash undertaken using a Card and PIN.
- (c) For a NAB debit card a daily limit applies to all purchases and withdrawals of cash undertaken using a Card and PIN.
- (d) A daily limit applies to all ATM cash withdrawals or to the cash component of a transaction made at an EFTPOS Terminal under clause 4.10(a).
- (e) We will advise you of the daily limit when issued a Card. Your daily limit includes the value of any transactions where Card Account Details are used through a device. We will also advise you if there is a change to the daily limit. You should advise all Cardholders of the daily limit and any changes. You are not liable for Unauthorised Transactions that exceed the daily limit – see clause 5.6(c).

4.5 NAB ATMs

- (a) Subject to the terms and conditions applying to the Cardholder's Nominated Account(s), a Card and PIN can be used at NAB ATMs as determined by us.
- (b) NAB ATMs allow Cardholders to withdraw or transfer funds between their Nominated Accounts, check account balances and (except for credit card accounts) obtain a record of recent transactions.
- (c) Some NAB ATMs may also allow Cardholders to deposit funds into a Nominated Account and to change their PIN.
- (d) Cardholders should familiarise themselves with the correct use of NAB ATMs. If a Cardholder is unsure or requires assistance in the operation of a NAB ATM, please seek assistance from our branch staff or Call Us .

4.6 ATM deposits

- (a) When making a cash deposit at an ATM, Cardholders should be aware that any cash deposit made at an ATM may not be credited to their Nominated Account immediately.
- (b) Each cash deposit made at an ATM is subject to our verification and at our discretion, acting reasonably, may not be credited to the Nominated Account until the following Business Day. Subject to our verification, deposits made at an ATM after 6.00pm will be credited to your Nominated Account within two Business Days.
- (c) If there is a discrepancy between the deposit value verified by us and the amount recorded by the ATM, we will promptly tell you the actual amount credited to the Nominated Account. Cardholders should remember to include the ATM deposit advice card in the envelope with the deposit, as failure to do so may delay funds being credited to the Nominated Account. We reserve the right to correct or reverse any such deposit transaction.
- (d) We are responsible for the security of deposits correctly lodged at an ATM, subject to verification of the amount deposited.

- (e) You should make sure that Cardholders keep all records associated with any deposit made via an ATM until the deposit is verified and recorded on your Nominated Account statement. Where the claimed deposit is not available for verification following forceful removal of the ATM or other criminal act, we require you to reasonably substantiate the value of your claim.

4.7 Proceeds of cheques will not be available until cheques are cleared

If you or a Cardholder makes a deposit at an ATM that includes a cheque, the cheque funds are not available for withdrawal until the cheque has been cleared (this condition applies to deposits made through an ATM or at one of our branches). We will promptly tell you if there is a discrepancy between the value of cheques deposited as verified by us and your deposit claim. We reserve the right, acting reasonably, to correct or reverse any such deposit transaction.

4.8 We can place a hold on deposits that include cheques

- (a) Because of the requirements of our systems, where a deposit includes one or more cheques, we reserve the right to place a 'hold' (normally 3 Business Days) on the full amount of the entire deposit (cash and cheques) until all cheques have cleared. If you or any Cardholder expects to withdraw cash deposited at an ATM within the three-day period, then the cash should be deposited separately from the cheques – that is, make two deposit transactions.
- (b) We will not be responsible for any claim or refusal of a transaction if this condition is disregarded. You can check your available funds online or Call Us to check if funds are clear.
- (c) Subject to clause 5.5 you, agree to indemnify us against all claims or liabilities we may incur as a consequence of collecting a cheque of which you are not the true owner, except to the extent such claims or liabilities are the result of our fraud, negligence or misconduct, or that of our related entities, our contractors or our agents.

4.9 ATMs provided by other institutions

- (a) ATMs provided by other institutions accepting Cards may allow Cardholders to withdraw funds and check their designated Nominated Account balances.
- (b) Institutions providing other ATMs accepting Cards may impose their own fees and restrictions on the operation of the Cards with their ATMs including limiting the amounts which may be withdrawn and the Accounts which may be accessed (this means that funds you attempt to withdraw from a non-NAB ATM may be processed from an Account which was not nominated at the time of withdrawal). We accept no responsibility for such fees and restrictions.

4.10 EFTPOS Transactions

- (a) EFTPOS Terminals allow Cardholders to pay for purchases and may allow the option of withdrawing extra cash from the Cardholder's designated Nominated Accounts (except a credit card account). Merchants providing EFTPOS Terminals accepting Cards or other devices may impose their own fees and restrictions on EFT Transactions using their EFTPOS Terminals including limits to the amounts which may be withdrawn. We accept no responsibility for such fees and restrictions.
- (b) If an EFTPOS Terminal malfunctions or fails, the Merchant may provide alternative manual procedures to enable a transaction to be made. Similar to paper voucher credit card transactions, Cardholders will be required to present their Card for imprinting of a transaction voucher, sign the transaction voucher and may be required to specify one of the Nominated Accounts. We may, acting reasonably, vary the manual procedures we have with Merchants at any time.
- (c) If a Nominated Account must be specified and that account is closed or has insufficient funds available, we may redirect the debit entry to another Nominated Account (excluding a credit card account) without notice to you.

4.11 Things you and Cardholders should know about Merchants

- (a) Any complaints concerning goods and services purchased must generally be resolved with the Merchant.
- (b) Promotional material referring to our card-based electronic banking facilities that is displayed on or in any Merchant's premises, does not mean that all goods and services available at those premises may be purchased by means of an EFT Transaction. We are not liable for any refusal of any Merchant or bank to accept an EFT Transaction from a Cardholder, whether or not the Merchant displays promotional material referring to our card-based electronic banking facilities. Merchants may impose other limitations on the use of Cards and Card Account Details.

4.12 Online, telephone and electronic transactions

- (a) The Merchant or other person may impose their own restrictions on EFT Transactions using other electronic means or equipment. For example, a Merchant may:
 - (i) place restrictions on EFT Transactions conducted through an internet site or by which involve telephone or electronic mail; or
 - (ii) be unable to accept purchases using Contactless Readers. This may mean that a Cardholder cannot transact by contactless measures.

We accept no responsibility for any restrictions imposed by third parties in connection with any such transactions through Electronic Equipment.

4.13 Contactless transactions

Using Digital Wallets irrespective of the value of the purchase, Cardholders may not be required to enter a PIN in a Contactless Reader when making a Contactless Purchase using a Digital Wallet – see clause 5.1(c) for more information.

4.14 Receipts

- (a) We recommend you retain or record Receipts and recommend that Cardholders also do so to

verify your statements of Account.

- (b) A Receipt issued by an EFTPOS Terminal or ATM may be accepted as evidence that the transaction has been performed by us. This does not apply to deposits lodged in ATMs – see clause 4.6.

4.15 Statements

- (a) Statements of Account are provided under the Commercial Cards Facility Conditions. Account statements for all other Nominated Accounts are provided under the terms and conditions of the Nominated Account.
- (b) For the purposes of preparing statements, we reserve the right to show an EFT Transaction as having been carried out on the next Business Day after the day the transaction was made.

5. Security and Protection

5.1 Take these steps to protect Card security

- (a) Cardholders should also comply with these requirements to protect the security of their Card, Card Account Details and PIN to help reduce the possibility of any inconvenience:
 - (i) do not permit any other person to use the Card and/or Card Account Details;
 - (ii) destroy the PIN and envelope (if any) after memorising the PIN;
 - (iii) take reasonable care when using an ATM, or EFTPOS Terminal to ensure the PIN is not disclosed to any other person; and
 - (iv) should a Cardholder require a memory aid to recall their PIN, Cardholders may make such a record, providing the record is reasonably disguised. However, we do not consider the following examples to provide a reasonable disguise and Cardholders must not:
 - (A) record the disguised PIN on their Card;
 - (B) disguise a PIN by reversing the number sequence;
 - (C) describe the disguised record as a 'PIN record' or 'Password record';

- (D) disguise the PIN as a telephone number, part of a telephone number, postcode or date of birth; or
 - (E) disguise the PIN using alphabetical characters corresponding to numbers.
- (b) There may be other forms of disguise which may be similarly unsuitable because of the ease of another person discerning your PIN.
- (c) A PIN may not always be required as part of the authentication method when making purchases/payment via Digital Wallets (eg. on a mobile phone or wearable device) and/or through devices with integrated virtual assistants. Alternative authentication methods like a device code or biometric identifier (like fingerprint, voice and facial recognition) may be required in place of a PIN.
- (d) Please note the requirements set out in clause 5.1 are for the assistance of you and Cardholders but your liability in the case of an actual loss will be governed by the ePayments Code (if applicable) and clause 5.3 in this document. However, Cardholders should take care to meet the requirements set out in clause 5.1 as a failure to meet these may, in some circumstances, constitute an act of extreme carelessness under clause 5.3(a)(iii).

5.2 Card security

Cardholders must:

- (a) sign the Card immediately on receipt;
- (b) keep the Card in a safe place, and provide reasonable protection for the Card and Card Account Details from theft;
- (c) Call Us (or contact us by other means we make available) to let us know if the Card or Card Account Details (or any devices through which Card Account Details may be used) are lost or stolen;
- (d) use the Card in accordance with these Commercial Card Electronic Banking Conditions;
- (e) destroy an expired Card; and

- (f) if a temporary Card has been issued, destroy it upon receipt of a personalised Card.

Customers must:

- (g) Call Us (or contact us by other means we make available) to let us know if the Card or Card Account Details (or any devices through which Card Account Details may be used) are lost or stolen; and
- (h) advise any change of address – refer to the Customer Service details at the front of this document.

5.3 PIN security

- (a) If we provide a Cardholder with a PIN, the Cardholder must not:
 - (i) voluntarily disclose the PIN to anyone, including a family member or friend;
 - (ii) record the PIN on the Card or on any article carried with the Card or liable to loss or theft simultaneously with the Card; and
 - (iii) act with extreme carelessness in failing to protect the security of the PIN (for example, the Cardholder does not comply with requirements set out in clause 5.1).
- (b) If we allow a Cardholder to select a PIN or change their PIN, the Cardholder must not select:
 - (i) a numeric code which represents their birth date; or
 - (ii) an alphabetical code which is a recognisable part of their name.

Either of these selections may mean you are liable for losses caused by Unauthorised Transactions caused by a breach of a Cardholder's PIN.

5.4 Call Us if you or a Cardholder suspects security has been compromised

- (a) If you or a Cardholder believes a Card or Card Account Details (or any devices through which Card Account Details may be used) have been lost or stolen, the PIN divulged or that there has been misuse of a Card or Card Account Details, you or the Cardholder must Call Us as soon as

possible. We will acknowledge receipt of this advice and you should record or retain this acknowledgement.

- (b) Once we have been notified of these matters, your liability may be limited (see clauses 5.5 below).
- (c) Where means of contacting us outlined in these Commercial Cards Electronic Banking Conditions are not available during particular periods, any losses occurring under this clause during these periods that were due to non-notification are our responsibility. However, you or the Cardholder must notify us within a reasonable time after we have reinstated those means of contacting us.

5.5 When you are not liable for Unauthorised Transactions

- (a) You are not liable for losses:
 - (i) caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
 - (ii) arising because the PIN, Card Account Details or Card is forged, faulty, expired, or cancelled;
 - (iii) arising from EFT Transactions which required the use of a Card or Card Account Details or a PIN and that occurred before you received the Card or Card Account Details or PIN;
 - (iv) caused by the same EFT Transaction being incorrectly debited more than once to the same Account;
 - (v) resulting from Unauthorised Transactions occurring after notification to us that the Card or Card Account Details have been misused, lost or stolen or the security of the PIN has been breached; or
 - (vi) resulting from Unauthorised Transactions where it is clear that you or the Cardholder have not contributed to such losses.

- (b) Where you or a Cardholder notify us of an Unauthorised Transaction on a credit card or charge card account, we must exercise our rights (to the extent relevant) under the rules of the credit card or charge card scheme. If we do not do so, we will not hold you liable for any amount greater than your liability would have had if we had exercised such rights at the time you notified us.

5.6 When you are liable for Unauthorised Transactions

You are liable for losses resulting from Unauthorised Transactions if:

- (a) We can prove on the balance of probability that you or the Cardholder contributed to the losses through fraud or contravention of the security requirements in clause 5.3. You will then be liable for the actual losses which occur before we are notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.
- (b) We can prove on the balance of probability that you contributed to losses resulting from Unauthorised Transactions because you or the Cardholder unreasonably delayed notifying us after becoming aware of the misuse, or loss or theft of the Card or Card Account Details, or that the security of the PIN has been breached. You will then be liable for the actual losses which occur between the time the first of you or the Cardholder first became aware (or should reasonably have become aware in the case of a lost or stolen Card, device or Card Account Details) and when we were actually notified.
- (c) However, in relation to (a) and (b) above, you are not liable for any of the following amounts:
 - (i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
 - (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;

- (iii) that portion of the total losses incurred on any account which exceeds the balance of the account (including any prearranged credit); and
 - (iv) all losses incurred on any accounts which we have not agreed with you may be accessed using the Card or PIN.
- (d) Where a PIN was required to perform the Unauthorised Transactions and neither paragraph (a) nor (b) applies, you are liable for the least of:
 - (i) \$150; or
 - (ii) the balance of those account(s) (including any prearranged credit) from which value was transferred in the Unauthorised Transactions and which we have not agreed with you or the Cardholder may be accessed using the PIN; or
 - (iii) the actual loss at the time we are notified (where relevant) that the Card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).
- (e) You are liable for losses arising from Unauthorised Transactions that occur because you or the Cardholder contributed to the losses by leaving a Card in an ATM (as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM).

5.7 EFT Transactions

The Cardholder's use of a Card, Card Account Details or PIN through Electronic Equipment to initiate an EFT Transaction is an unchangeable order to us to process the EFT Transaction. Neither you nor a Cardholder may request us to stop or alter the EFT Transaction. However, your liability for the EFT Transaction could be limited under clause 5.5. You are generally responsible for all EFT Transactions authorised by the use of the Card and/or PIN and/or the Card Account Details or undertaken by another

person with your knowledge and/or consent. Your liability for any use not authorised by you may however be limited as set out above.

5.8 Contactless transactions

When making a Contactless Purchase, Cardholders must check the correct amount of the purchase is displayed on the Contactless Reader or on the Merchant register.

5.9 Discrepancies, errors and Unauthorised Transactions

You and each Cardholder should always review Card statements of Account and bring to our attention any discrepancies, errors or Unauthorised Transactions as soon as possible. If you wish to dispute an EFT Transaction, you must Call Us.

5.10 Discrepancy in an ATM cash withdrawal

When withdrawing cash from an ATM, Cardholders should immediately check that the correct sum has been delivered. If there is a discrepancy between the amount of cash delivered by an ATM and the amount shown on the Receipt, Call Us to report this as soon as possible.

5.11 Changes we may make

We may need to make changes to these Commercial Cards Electronic Banking Conditions from time to time. We may make changes without your consent. We promise to act reasonably when we make any changes.

5.12 Types of changes we may make

For example, we may make the following types of changes without your consent:

- (a) introduce a new fee or charge (including the introduction or increase of charges relating solely to the use of your Card or PIN or Card Account Details or the issue of an additional Card or PIN or Card Account Details);
- (b) change the daily limit that can be withdrawn or transferred from your Card;
- (c) change the time during which the daily limit applies to purchases and withdrawals of cash undertaken using a Card or PIN;

- (d) increase your liability for losses relating to EFT Transactions.

We may also make other changes to these Commercial Cards Electronic Banking Conditions without your consents from time to time (for example to reflect changes in the way an Electronic Banking Facility operates).

5.13 When we will notify you of change

We will give you at least 30 days' notice of any change, except as follows:

- (a) If we reasonably consider a change (other than a change to interest rates or repayments) will be unfavourable to you and the same change is not being made to similar facilities of our other small business customers, we will give you at least 90 days' prior written notice of the change (however, we may give you a shorter notice period or no notice, if it is reasonable for us to manage a material and immediate risk);
- (b) If there is a change to, or introduction of a government charge that you pay, in which case we will tell you about it reasonably promptly after the government notifies us of it (however we do not have to notify you if it is publicised by the government);
- (c) If there is a change that reduces your obligations (for example, a reduction in a fee or charge), we may give you a shorter notice period, or no notice period, if not inconsistent with the Banking Code. However, we will give particulars of any such change as soon as reasonably possible, even if this is after the change takes effect.

5.14 How we will notify you of change

We will notify you of changes we make by either writing to you (including by way of a statement message on your statement of Account) or putting an advertisement in national and local media. For example, where there is a new government charge or a change in an existing government charge, and this has not otherwise been publicised.

5.15 Notices and Communications

- (a) To the extent permitted by law and subject to

clause 5.16(a) – (e), notices, statements, certificates, consents, approvals and other communications in connection with the terms and condition in this booklet from us, may be given electronically:

- (i) including SMS, electronic mail to your nominated electronic address or push notification to any NAB app we may make available to you;
 - (ii) by making it available to our website;
 - (iii) if you use an online banking service provided by us (eg. NAB Internet Banking or NAB Connect), by being made available through that service; or
 - (iv) by any other means we agree with you.
- (b) Where communications are made available through our website or through our online banking service, we will let you know the information is there by sending you an SMS or email to the contact details we have on file, or by push notification from any NAB app or any other agreed method.
- (c) You can choose to receive notices or statements in paper by giving us notice. Where your product or service is designed exclusively for electronic use, paper notices and statements are only available in limited circumstances.

5.16 For the purposes of clause 5.15(a):

- (a) You may request a paper copy of a communication given electronically within six months of the electronic copy being received or made available (or if the ePayments Code applies within 7 years of the electronic copy being received or made available).
- (b) A communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer, and is effective when received even if no person is aware of its receipt.
- (c) For purposes of communications sent by electronic mail and the *Electronic Transaction*

Act 1999 (Cth), the server on which the mailbox for the designated address resides is to be taken to be the recipient's designated information system.

- (d) A communication is deemed to be sent from where the sender has their place of business and is deemed to be received where the recipient has their place of business.
- (e) 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.

6. Interpretation

6.1 How this document is to be understood

We have tried to make the documents governing your Facility and the Cards issued under your Facility fair and reasonable. However, if any law applies to make part of these documents inoperative then the intention is for it to be interpreted in a way which preserves as much of the relevant document and its operative effect as the law allows.

6.2 Applicable law

These Commercial Cards Electronic Banking Conditions are governed by the laws which govern the Commercial Cards Facility Conditions. If the laws of the State or Territory where you are resident (or if you are not an individual, where your business is located) include mandatory protections that are available to you (including because you are a small business or an individual), then this clause does not operate to exclude those protections.

7. Meaning of words

'Account' means the Customer account established by us in the name of the Customer for the purpose of the Facility and which may be accessed by a Card.

'ATM' means Automatic Teller Machine.

‘Banking Code’ means the version of the Banking Code of Practice as published by the Australian Banking Association which applies, or that we agree applies, to your Facility.

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

‘Business EFT Transaction’ means that part of a funds transfer where value is credited to or debited from an Account designed primarily for business use.

‘Call Us’ means contact us by using the telephone numbers we make available for the Commercial Cards Electronic Banking Conditions from time to time included in the table at the beginning of these Commercial Cards Electronic Banking Conditions.

‘Card’ means a debit, credit or charge card issued by us for use in relation to your Account. It may include NAB Debit Cards and Visa Cards.

‘Card Account Details’ means, in relation to a Card, the:

- (a) Card number; and
- (b) the Card expiry date set out on the Card,

or any representation of those details which allow a transaction to be performed.

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

‘Chip’ means the electronic microchip embedded in a Card.

‘Commercial Cards Facility Conditions’ means the terms and conditions applying to the NAB Commercial Cards Facility provided by us to you under which Cards are issued.

‘Commercial Cardholder Conditions’ means the terms and conditions applying to the use of a Card by the Cardholder.

‘Contactless Purchase’ is a method of authorising purchases:

- (a) by waving or tapping a Card (which is capable of making a Contactless Purchase) in front of an electronic device at a Merchant without having to insert or swipe the Card; or
- (b) when available, by waving or tapping an eligible device such as a mobile phone or wearable device (which contains and is capable of transmitting Card Account Details) in front of an electronic device at a Merchant using contactless communication available on the eligible device to transmit Card Account Details, and complying with any required method of confirming your authority to make a Contactless Purchase.

‘Contactless Reader’ means an electronic device at a Merchant which can be used to make a Contactless Purchase.

‘Digital Wallet’ means an application on your electronic device (for example, a mobile phone or wearable device) or an online platform that stores your Card Account Details which allows you to make a Contactless Purchase.

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

‘EFTPOS Transaction’ means a funds transfer to or from a Nominated Account which is initiated through an Electronic Funds Transfer at Point of Sale Terminal using a Card or by way of a Contactless Purchase (or a combination of one or more of them).

‘EFT Transaction’ means a funds transfer to or from a Main Nominated Account or a Nominated Account which is initiated through Electronic Equipment using a Card, Card Account Details or PIN or by way of a Contactless Purchase (or a combination of one or more of them) but does not include:

- (a) Any funds transfer which is authorised by a Cardholder physically signing a document;
- (b) Any funds transfer through a NAB channel with separate Terms and Conditions, such as:
 - (i) NAB Telephone Banking;

- (ii) NAB Internet Banking; or
- (iii) NAB Connect.

‘Electronic Equipment’ means any Electronic Equipment which may be used in conjunction with a Card or Card Account Details including ATMs, EFTPOS Terminals, Contactless Readers, personal computers, telephones, wearable devices or devices with integrated virtual assistants to carry out an EFT Transaction.

‘ePayments Code’ means the ePayments Code issued by the Australian Securities and Investments Commission and subscribed to by us on 20 March 2013, as amended from time to time.

‘Facility’ means the:

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

offered to you in the Letter of Offer and includes the Account and any Cards issued to Cardholders to operate the facility.

‘Letter of Offer’ means the letter in which we offer you the Facility.

‘Main Nominated Account’ means an account specified as a ‘Main Nominated Account’ by a Cardholder as described in clause 4.2.

‘Merchant’ means a provider of goods and services.

‘Nominated Account’ means a NAB account which can be accessed by using your Card and PIN and/or Card Account Details as authorised by the Cardholder. This also includes an account that you have designated as your main account under clause 4.2.

‘PIN’ means the personal identification number allocated by us or personally selected by you.

‘Receipt’ means a record of an EFT Transaction.

‘Unauthorised Transaction’ means any EFT Transaction where:

- (a) You did not engage in or have knowledge of or consent to the EFT Transaction even though a

Contactless Purchase was made on your Card, Card Account Details and/or the correct PIN were used to generate the disputed EFT Transaction; or

- (b) Through a technical malfunction you did use your Card, Card Account Details and/or PIN and the EFT Transaction entered in your Nominated Account differs in value from the Receipt – see clause 4.14.

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

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

Privacy notification

This notification covers National Australia Bank Ltd and its related companies (the 'Group'). It includes all the banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations in the Group. We are grateful for the trust and confidence you have in us to safeguard your privacy. The notification tells you how we collect your information, what we use it for and who we share it with. It also points out some key features of our Privacy Policy available at www.nab.com.au/privacy. Please only provide personal information to us if you agree to the collection, use and disclosure of your information in accordance with this Notification, our Privacy Policy and any other arrangements that apply between us.

NAB is now the credit provider and issuer of financial and credit products previously issued by Citigroup Pty Ltd ('Citi') in Australia. NAB acquired the business relating to these products, and Diners Club Pty Ltd ('Diners Club'), from Citi on 1 June 2022. This privacy policy covers Diners Club and the NAB Group's handling of personal information in connection with the financial and credit products previously issued by Citi. If you are a customer (or customer representative) of our business activities in the UK or the EU, our other privacy documents may be relevant to you. For more information read our **European Union General Data Protection Regulation Privacy Statement** or **General Data Protection Regulation Privacy Statement – UK**.

How we collect information from you

We'll collect personal information from you directly whenever it is practicable, for example when you submit a form, provide us with identity verification information, either in person or remotely (including by secure video conference or voice authentication), give us a call or drop into one of our branches. We also collect information about your use of our websites (including via cookies) and our mobile applications. This includes the collection of information about your location, how you login, use and interact with our online and app services and the technology device(s) that you use to do so. (See our Cookies Policy www.nab.com.au/cookies for more information).

If you apply for employment with us, our collection and processing of your information is governed by a separate privacy disclosure document hyperlinked on our recruitment web page. Sometimes we collect your personal information from third parties. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

How we collect your information from other sources

We may also collect information about you from other sources. For example, we may collect publicly available information about you including from public registers and social media or from third parties. For instance, we do this where:

- we distribute or arrange products on behalf of others, including our business partners;
- we are the issuer of credit or other financial products or services promoted by a white-label business partner;
- we have been unable to contact you and are attempting to confirm or update your contact details;
- we need information from third parties, such as a Credit Reporting Body, about an application you make through us;
- we require additional information for customer authentication or identity verification purposes;
- required in connection with the detection, prevention or investigation of suspected fraudulent or other criminal activity or serious misconduct;
- we are checking the security you are offering;
- we can gain insights about your financial needs, such as through property information;
- you have consented to third parties sharing it with us, such as organisations we have loyalty programs or partnership arrangements with;
- you request that we exchange information with your legal or financial advisers or other representatives.

We may combine information that we hold about you with information appropriately collected from external sources such as those described above.

When the law authorises or requires us to collect information

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and taxation law, which require us to collect personal information. For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.

NAB is required to collect and disclose information to US authorities if you are a US citizen or tax resident. If you are a US citizen or tax resident, you must advise NAB by calling **1300 550 316** between 9am and 5pm (AEST/ADST) Monday to Friday.

How we use your information

Because we offer a range of services and products, collecting personal information allows us to provide and administer our products and services and to otherwise operate our business. This means we may use your information to:

- provide you with information about our products and services, including the availability of financial help, guidance and advice;
- consider an application you make for a product or service, including to assess your eligibility;
- process applications and provide our products and services;
- respond to your enquiries, requests and complaints, vary products and services, conduct market research, take any required legal action and manage our relevant product portfolios;
- identify you or verify your authority to act on behalf of a customer;
- gain insights about you so that we can serve you better, understand your preferences and interests, personalise your experience and to enhance products and services you are offered and receive;
- tell you about other products or services that may be of interest to you, or to run competitions and other promotions (this can be via email, telephone, SMS, iM, mail, or any other electronic means including via social networking forums), unless you unsubscribe or

otherwise opt out;

- identify opportunities to improve our products and services and improve our service to you;
- determine whether a beneficiary will be paid a benefit;
- assist in arrangements with other organisations (such as loyalty program partners) in relation to a product or service we make available to you;
- allow us to run our business and perform administrative and operational tasks (such as training staff, risk management; developing and marketing products and services, undertaking planning, research and statistical analysis; and systems development and testing);
- prevent, detect and investigate any actual or suspected fraudulent or criminal activity or other serious misconduct;
- comply with our obligations under applicable laws, regulations and codes; and
- achieve any purpose for which you have requested or given your consent for.

You can let us know at any time if you no longer wish to receive direct marketing offers (see 'Contact Us'). We will process your request as soon as practicable.

Where you have subscribed to something specific (like to hear from one of our sponsored organisations) then these subscriptions will be managed separately. If you no longer wish to receive these emails click the unsubscribe link included in the footer of the email.

How we use your credit information

In addition to the ways for using personal information mentioned above, we may also use your credit information to:

- enable a mortgage insurer or title insurer to assess the risk of providing insurance to us or to address our contractual arrangements with the insurer;
- assess whether to accept a guarantor or the risk of a guarantor being unable to meet their obligations;
- consider hardship requests; and
- assess whether to securitise loans and to arrange the securitising of loans.

For more information about how we use credit information, please refer to our Credit Reporting Policy

contained in our Privacy Policy (at Attachment 1).

What happens if you don't provide your information to us?

If you don't provide your information to us, we may not be able to:

- provide you with a requested product or service;
- manage or administer your product or service;
- personalise your experience with us;
- verify your identity, including to detect fraudulent or unauthorised attempts by third parties to access or operate your accounts; or
- let you know about other products or services that might better meet your financial, e-commerce and lifestyle needs.

For more information about how we use credit information, please refer to our Credit Reporting Policy contained in our Privacy Policy (at Attachment 1).

Sharing your information

To make sure we can meet your specific needs, to otherwise operate our business and for the purposes described in 'How we use your personal information', we exchange your personal information with others.

Sharing with the Group

We may exchange your personal information with other Group members. This could depend on the product or service you have applied for and the Group member you are dealing with. Where appropriate, we integrate information about you that we hold across the Group to provide us with a complete understanding of you and your needs.

Sharing with Citigroup Pty Ltd

As noted above, NAB is the credit provider and issuer of financial and credit products previously issued by Citigroup Pty Ltd ('Citi') in Australia. NAB acquired the business relating to these products, and Diners Club Pty Ltd ('Diners Club'), from Citi on 1 June 2022.

We have formally appointed Citi to assist us to distribute and administer the products previously issued by Citi and Diners Club (prior to 1 June 2022) as we transition these products onto our systems and platforms. NAB and Citi

have agreed to and implemented robust privacy and security controls and procedures to ensure that your personal information remains secure during this period of business transition. You can view the Citi privacy policy online at citibank.com.au/privacy.

If you apply for, or have, a Citi or Diners Club branded product or a partner product previously issued by Citi, your personal information will be shared between NAB and Citi for purposes related to the distribution and administration of that product. Please refer to the **‘How We Use Your Information’** section above for more details about uses of personal information that may be made in connection with the distribution and administration of financial and credit products.

Sharing with credit reporting bodies

If you have applied for a new credit product or hold a credit product with us, when we’re checking your credit worthiness and at other times, we might exchange information about you with credit reporting bodies. This may include information about the date you opened (and closed) a credit account, the account type, the credit limit, your repayment history, any temporary or permanent hardship arrangements and details relating to any defaults or serious credit infringements. When we give your information to a credit reporting body, it may be included in reports that the credit reporting body gives other organisations (such as other lenders) to help them assess your credit worthiness.

Some of the information that we give to credit reporting bodies may reflect adversely on your credit worthiness, for example, if you fail to make payments or if you commit a serious credit infringement (like obtaining credit by fraud). That sort of information may affect your ability to get credit from other lenders.

With your consent, personal information may also be shared with credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information. These checks help us verify your identity and are not a credit check and do not impact upon your credit report or credit rating.

Sharing with third parties

We may disclose your personal information to third parties outside of the Group, including:

- those involved in providing, managing or administering your product or service;
- authorised representatives of the NAB Group who sell products or services on our behalf;
- credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information;
- insurance, investment, superannuation and managed funds organisations, and their advisers and service provider;
- medical professionals, medical facilities or health authorities who verify any health information you may provide in connection with certain products or services;
- real estate agents, valuers and insurers (including lenders' mortgage insurers and title insurers), re-insurers, claim assessors and investigators;
- brokers or referrers who refer your application or business to us;
- other financial institutions, such as banks, as well as guarantors and prospective guarantors of your facility;
- organisations involved in debt collecting, including purchasers of debt;
- fraud reporting agencies (including organisations that assist with fraud investigations) and organisations established to detect, identify, investigate and/or prevent suspected or actual fraudulent or other criminal activity or serious misconduct;
- service providers that assist with fraud detection and prevention;
- organisations involved in surveying or registering a security property or which otherwise have an interest in such property;
- organisations we sponsor and loyalty program partners, including organisations the NAB Group has an arrangement with to jointly offer products or has an alliance with to share information for marketing purposes;
- companies we arrange or distribute products for, such as insurance products;
- companies that we partner with in connection with arranging or distributing our financial or credit products;

- rating agencies to the extent necessary to allow the rating agency to rate particular investments;
- any party involved in securitising your facility, including the Reserve Bank of Australia (sometimes this information is de-identified), re-insurers and underwriters, loan servicers, trust managers, trustees and security trustees;
- service providers that maintain, review and develop our business systems, procedures and technology infrastructure, including testing or upgrading our computer systems;
- payments systems organisations including merchants, payment organisations and organisations that produce cards, cheque books or statements for us;
- our joint venture partners that conduct business with us;
- organisations involved in a corporate re-organisation or transfer of NAB Group assets or business;
- organisations that assist with our product planning, analytics, research and development;
- mailing houses and telemarketing agencies and media organisations who assist us to communicate with you, including media or social networking sites;
- other organisations involved in our normal business practices, including our agents and contractors, as well as our accountants, auditors or lawyers and other external advisers (e.g. consultants and any independent customer advocates);
- government or regulatory bodies (including the Australian Securities and Investment Commission and the Australian Tax Office) as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities);
- where you've given your consent or at your request, including to your representatives, advisors, translators or (if you are experiencing vulnerability) other nominated assistance parties; and
- to State or Territory Government bodies COVID-19 contact tracing authorities, where the disclosure is required by law or reasonably necessary to protect public health and safety or the health and safety of any individual.

Sharing outside of Australia

We run our business in Australia and overseas. We may share some of your information (including credit information) with organisations outside Australia.

You can view a list of the countries in which those overseas organisations are located at www.nab.com.au/privacy/overseas-countries-list. We may store your information in cloud or other types of networked or electronic systems. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

We will not share any of your credit information with a credit reporting body, unless it has a business operation in Australia. For more information about how we use and disclose credit information, please refer to our Credit Reporting Policy contained in our Privacy Policy (at Attachment 1).

Accessing your information

You can request access to information that we hold about you. You have special rights to access credit information we obtain about you from a credit reporting body or that we derive from that information. You can find out how to access your information (including your credit eligibility information) in our Privacy Policy, available at www.nab.com.au/privacy or by calling 13 22 65 and asking us for a copy.

Accessing your data or making a complaint under the Consumer Data Right (CDR) is covered under our CDR complaints and access policy at www.nab.com.au/common/privacy-policy/consumer-data-right-policy.

Correcting your information

Please contact us if your contact details change. You can also request that we correct information that we hold about you. You have special rights to request the correction of credit information. You can find out how to request the correction of your information (including your credit information) in our Privacy Policy, available at www.nab.com.au/privacy or by calling **13 22 65** and asking us for a copy.

Complaints

If you have a concern or complaint about a privacy issue, please tell us about it. You can find out how to make a complaint (including special rights for credit information complaints) and how we will deal with these complaints, in our Privacy Policy, available at www.nab.com.au/privacy or by calling 13 22 65 and asking us for a copy.

Contact us

We care about your privacy. Please contact us if you have any questions or comments about our privacy policies and procedures. We welcome your feedback.

You can contact us by:

- submitting an online Compliments, Suggestions or Complaints form via www.nab.com.au
- calling our contact centre on 13 22 65 (Hearing impaired customers can call TTY 13 36 77)
- speaking to us in person at a branch

Contact details for credit reporting bodies

When we're checking your credit worthiness and at other times, we might exchange information about you with credit reporting bodies. The contact details of those credit reporting bodies are set out below. Each credit reporting body has a credit reporting policy about how they handle your information. You can obtain copies of these policies at their websites.

illion

www.checkyourcredit.com.au

- illion's credit reporting policy is set out at www.illion.com.au/illion-credit-reporting-policy-australia

Phone:
1300 734 806

Mail: Public Access Centre
illion Australia
PO Box 7405 St Kilda Rd
VIC 3004

Experian Australia

www.experian.com.au

- Experian's credit reporting policy is set out at www.experian.com.au/privacy-policy

Phone:
1300 783 684

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

Equifax Australia Information Services and Solutions Pty Limited

www.mycreditfile.com.au

- Equifax's credit reporting policy is set out at www.equifax.com.au/credit-reporting-policy

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

Contact credit reporting bodies if you think you have been the victim of a fraud

If you believe that you have been or are likely to be the victim of fraud (including identity fraud), you can request a credit reporting body not to use or disclose the information they hold about you. If you do this, the credit reporting body mustn't use or disclose the information during an initial 21 day period without your consent (unless the use or disclosure is required by law). This is known as a **ban period**.

If, after the initial 21 day ban period, the credit reporting body believes on reasonable grounds that you continue to be or are likely to be the victim of fraud, the credit reporting body must extend the ban period as they think reasonable in the circumstances. The credit reporting body must give you a written notice of the extension.

Contact credit reporting bodies if you don't want your information used by them for direct marketing/pre-screening purposes

Credit reporting bodies can use the personal information about you that they collect for a pre-screening assessment at the request of a credit provider unless you ask them not to. A pre-screening assessment is an assessment of individuals to see if they satisfy particular eligibility requirements of a credit provider to receive direct marketing. You have the right to contact a credit reporting body to say that you don't want your information used in pre-screening assessments. If you do this, the credit reporting body must not use your information for that purpose.

For more information, call Business Cards:

13 10 12

or visit us at nab.com.au



Help for people with hearing or speech communication difficulties. Contact us on **13 10 12** through the National Relay Service.