more than money

NAB Digital Business Channels

Terms and Conditions

Effective 31 October 2025

Contents

These NAB Digital Business Channels Terms and Conditions must be read in conjunction with:

- the Schedule (if any) that accompanies them; and
- the terms and conditions for any Service that are provided to You separately.

Part A – General Terms

1. Meaning of Words and Interpretation

1.1 Meaning of words

The following definitions of terms apply in all Parts of the NAB Digital Business Channels Terms and Conditions unless the same term is defined differently in a Part:

Account means an account held by any person with NAB or, if relevant for Your NAB Channel, another ADI within the meaning of the Banking Act 1959, that You have nominated for the purpose of using Your NAB Channel and the Services.

Access means access to view/prepare or to transact as specified in an Application/Amendment Form or set up by an Administrator in NAB Connect. The Products or Services to which access relates is also specified in those forms. Access includes the meaning in and is governed by the NAB Digital Business Channel Terms and Conditions.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (and any equivalent State or Territory legislation) and any regulations made under it, and includes any consolidation, amendment, re-enactment or replacement of the legislation.

Alert means the electronic communication We send to You for the purposes of clause 8.2(a).

APN means Australian Payments Network Limited ABN 12 055 136 519.

Authorisation Method means a method (whether or not linked to a specified User) specified in the User Guides, the Schedule or otherwise agreed between You and Us, by which evidence is provided to Us through Your NAB Channel that, and We use that evidence to authenticate that, a Message received by Us through Your NAB Channel is sent with Your authority.

Banking Code of Practice or **Code** mean the Banking Code of Practice, but before 1 July 2019 refer to the Code of Banking Practice (2013 version).

Beneficiary Account, for payments not addressed to a PayID, means the account You nominate as the account to be credited when processing Your Payment Instruction. Beneficiary Account includes a Foreign Beneficiary Account.

Beneficiary Account, for payments addressed to a PayID, means the account that is linked to that PayID.

Business Day means a day other than a Saturday or Sunday or a national public holiday.

Channel Documentation means Your NAB Channel Terms and Conditions and any document referred to in them (including the User Guides).

Channel Forms means, as applicable to Your NAB Channel:

(a) the approved form(s), other document(s) and communications (including, as applicable, any approved electronic means) by which You apply to use Your NAB Channel and the Services; and

(b) the approved form(s), other document(s) and communications (including, as applicable, any approved electronic means) by which You may request Us to agree to certain modifications in Our provision of Your NAB Channel or a Service or both.

Channel Requirements means software, hardware, communications, equipment, infrastructure, messaging and other requirements that We tell You (in writing or electronically, including in any Channel Documentation) You need to meet when using Your NAB Channel.

Client / Browser Customisations means any cookies, Java applets or other internet browser level customisations, if applicable, required to use Your NAB Channel.

Channel Notice means a notice that We make available electronically to You pursuant to, and in the manner set out in clause 8, through Your NAB Channel.

Consequential Loss means any loss or damage suffered by You which is indirect or consequential, including by way of loss of revenue, loss of profits, loss of goodwill or credit, loss of use, loss of data, loss of interest, damage to credit rating, loss or denial of opportunity, increased overhead costs, or loss of anticipated savings.

Force Majeure means a cause beyond a party's control including acts of God, acts of war, revolution, sabotage, riots, civil commotion, acts of public enemy, terrorism, embargo, acts of government in its sovereign capacity, strikes, lockouts, boycotts, fire, communication line or utility failures, power failures, earthquakes, floods or other natural disasters.

Foreign Beneficiary Account means an account:

(c) that is held by the beneficiary of the account in Australia in a foreign currency; or

(d) that is held by the beneficiary of the account overseas in either AUD or a foreign currency, as applicable.

International Payment Instruction means a Payment Instruction You send Us using the International Payments Service.

International Payments Service means the service that enables You to transfer funds from an Account to a Foreign Beneficiary Account.

Licensed Software means any software licensed by Us to You as specified in the Schedule.

Message means a communication of any kind (including an instruction) between You and Us using Your NAB Channel, unless otherwise indicated.

Misdirected Payment means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or Linked Account information in the PayID service.

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

NPP means the New Payments Platform.

NPP Payments means payments cleared and settled via the NPP, and includes Osko Payments.

Osko means the Osko Payment service provided by BPAY®. We subscribe to this service.

Osko Payment means a payment made by or on behalf of a payer to a payee using Osko.

Organisation ID means an identifier for a customer that is a business customer or organisation, constructed in accordance with specified rules.

Other Banks means financial service providers other than Us.

PayID means any of the following, which can be linked to a financial account for the purpose of directing NPP Payments or instructions to that account:

(a) telephone number or email address;

(b) for business customers, their ABN, ACN, ARBN or ARSN or an Organisation ID; or

(c) any other type of identifier as permitted by NPP and supported by Us.

PayID Name means the name registered with a PayID, intended to help identify the owner of the PayID in the PayID service.

PayID service means the payment addressing service for sending and receiving NPP Payments.

Payment Instruction means an instruction from You to Us to debit funds from an Account, and credit funds to a Beneficiary Account. Payment Instruction includes an International Payment Instruction.

Personnel includes agents, contractors, directors and employees.

Products means accounts, cards and merchant facilities.

Regulatory Authority includes local or foreign governments, government instrumentalities, courts and regulatory bodies.

Regulation means:

(a) laws including, without limitation, any subordinate instrument; and

(b) the acts, practices, policies, orders and directions of a Regulatory Authority whether or not having the force of law, and with which it is the custom or practice of a reasonable and prudent banker to comply.

Schedule means any Schedule that We give You in relation to Your NAB Channel together with the NAB Digital Business Channels Terms and Conditions.

Service means any service (other than Your NAB Channel itself) offered by Us or any third party that We permit You to access through Your NAB Channel.

Service Terms and Conditions means any terms and conditions pertaining to any Service that can be accessed through Your NAB Channel (regardless of whether the Service can be accessed independently of Your NAB Channel).

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 or if applicable the Australian Consumer Law. 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:

(a) the business makes the contract in the course of carrying on a business and the business employs fewer than 100 persons; or

(b) 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 document may be a Small Business Contract where it meets these requirements.

For the removal of doubt, this document may be a Small Business Contract even if the You are not a ‘‘small business’’ within the meaning of that term in Banking Code of Practice.

User means, as applicable to Your NAB Channel:

(a) an individual nominated by You, and notified to Us, to use Your NAB Channel and/or Your selected Service on behalf of You as contemplated in the Channel Documentation;

(b) an individual appointed by You (directly or on Your behalf by another individual as contemplated by Your NAB Channel Terms and Conditions) in respect of a nominated Account to authorise, transmit and receive Messages in respect of that Account using Your NAB Channel;

(c) any individual identified in an Authorisation Method; or

(d) any other individual whom You have authorised to use an Authorisation Method or Your NAB Channel.

User Guides means the current written (including electronic) guidance, instructions, manuals, requirements, technical standards and rules provided by Us from time to time for the use and operation of

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Your Channel and Services.

We, Us and **Our** means NAB.

You and **Your** refers to the customer set out in the Channel Forms who applies to contract with Us on these NAB Digital Business Channels Terms and Conditions. You includes Your successors, assigns and Personnel and, in relation to Your rights to use Your NAB Channel, any other authorised person acting within his or her authority.

Your Account means any Account held by You with Us that You have nominated for any purpose relating to the use of Your NAB Channel and the Services (including for debiting with fees and charges or for debiting with the amount of a Payment Instruction).

Your NAB Channel means the facility (whether or not it has a specific product name) that We make available to You to allow You to connect electronically to Us to access Services, including by sending and receiving Messages over an agreed communications system.

Your NAB Channel Terms and Conditions means these NAB Digital Business Channels Terms and Conditions and, if any, the Schedule that accompanies them.

1.2 In these NAB Digital Business Channels Terms and Conditions:

(a) words importing the singular include the plural and vice versa;

(b) the expression "person" includes an individual, the estate of an individual, a corporation, government and governmental, semi-governmental and local authority or agency, an association or a joint venture (whether incorporated or unincorporated), a partnership, a trust or other entity and includes any successor by merger or otherwise of such person;

(c) the word "includes" in any form is not a word of limitation;

(d) a reference to "$" is to Australian currency;

(e) a reference to Terms and Conditions is a reference to the terms and conditions contained in this booklet except where expressly stated otherwise.

1.3 Any reference to "You" accessing or using Your NAB Channel and/or a Service in any way (including sending or receiving a Message) or attempting to do so or being unable to do so, includes a reference to Your Users doing so.

2. Paramountcy

2.1 If there is or arises any inconsistency or ambiguity between the Parts of these NAB Digital Business Channels Terms and Conditions and the various documents referred to in them either expressly or by implication, the following order of precedence will apply:

(a) the Channel Forms;

(b) the Schedule;

(c) the terms and conditions for the relevant Service (as set out in Parts B to E or provided to You separately);

(d) the General Terms in Part A; and

(e) the User Guides.

2.2 Unless this is a Small Business Contract, the documents listed in clause 2.1 are the entire agreement between You and Us for Our provision of Your NAB Channel and applicable Services to You, and all other terms, undertakings and warranties are excluded.

3. User Guides

You must comply, and ensure Your Users comply, with all User Guides.

4. Intellectual Property

Except for any licence set out in any Schedule, nothing in Your NAB Channel Terms and Conditions or Your use of Your NAB Channel or the Services gives You any right or interest in any intellectual property rights in Your NAB Channel, Client / Browser Customisations, the Services the Channel Documentation or the Licensed Software. You acknowledge and agree that We (or third parties who have licensed intellectual property rights to Us) retain all intellectual property rights in Your NAB Channel and any Service and the Channel Documentation.

5. Fees and Charges

5.1 You must pay Us promptly on demand the fees and charges for Your application and use of Your NAB Channel and each Service (including any fees and charges specified in any Schedule).

5.2 You authorise Us to debit Your Account with such fees and charges and if We are unable to debit that Account for any reason whatsoever, to debit any other account You hold with Us or with another financial institution. If requested, acting reasonably, You will sign all documentation and do all acts which will enable Us to debit the fees from a non-NAB account.

5.3 In addition to the fees and charges referred to in clause 5.1, You must also pay:

(a) any fees and charges relating to Your Account; and

(b) Your own computer, telecommunication and related costs associated with connection to Your NAB Channel.

5.4 Notwithstanding any other provision of Your NAB Channel Terms and Conditions:

(a) if a goods and services tax ("GST") applies to any supply made under or in connection with Your NAB Channel or any Service, We may, in addition to any amount or consideration payable under Your NAB Channel Terms and Conditions, recover from You an additional amount on account of GST, such amount to be calculated by multiplying the relevant amount or consideration payable by You for the relevant supply by the prevailing GST rate; and/or

(b) without limiting the generality of the foregoing, if We are not entitled to an input tax credit in respect of the amount of any GST charged to or recovered from Us by any person, or payable by Us, or in respect of

any amount which is recovered from Us by way of reimbursement of GST referable directly or indirectly to any supply made under or in connection with these Terms and Conditions, We shall be entitled to increase any amount or consideration payable by You on account of such input tax and recover from You the amount of any such increase.

Any additional amount on account of GST, or on account of an amount for which We are not entitled to an input tax credit, recoverable from You pursuant to sub-clauses (a) and (b) of this clause shall be calculated without any deduction or set-off of any other amount and is payable by You upon demand by Us whether such demand is by means of an invoice or otherwise.

5.5 Except as expressly stated in the Channel Documentation, You are responsible for paying all costs associated with connection to Your NAB Channel.

6. Liability

6.1 State, Territory and Federal legislation implies certain non-excludable warranties into contracts for the supply of goods or services to a consumer ("Statutory Warranties"). If any Statutory Warranties are implied into this contract for the supply of Your NAB Channel and any Service to You, and there is a breach by Us of those warranties, then to the extent We are permitted to do so, We limit that liability to:

(a) resupply of Your NAB Channel and/or the applicable Service; or

(b) payment of the cost of resupply of Your NAB Channel and/or the applicable Service.

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

6.2 We do not make any warranty to You in relation to any software, hardware, means of communications and other relevant equipment and infrastructure which You source from a third party or, except to the extent required by law, the adequacy or performance of any Licensed Software.

6.3 We are not liable to You, any User or any other person for any loss or damage which is not a foreseeable result of a claimed breach which may arise in respect of the Channel Documentation, Your use of Your NAB Channel and/or any Service (except to the extent caused by Our fraud, negligence or misconduct).

6.4 We will not be liable to You or any User for any loss or damage suffered or incurred by You or any User, whether arising directly or indirectly from Your use and operation of Your NAB Channel, Your access to Your NAB Channel or Your use or attempted use of any Service in circumstances where there is no unlawful, negligent or fraudulent act or misconduct by Us or any of Our Personnel.

6.5 You agree to undertake appropriate action to mitigate any loss or damage and to comply with any reasonable requests which We may make to mitigate such loss or damage.

6.6 You agree to indemnify Us and keep Us indemnified against all actions, claims, costs, demands, damages or liability arising out of:

(a) any breach of any term of the Channel Documentation or any unlawful or negligent act or omission by You, a User or a former User; and

(b) Us relying on or acting on any erroneous or fraudulent instruction or Message that We receive on Your NAB Channel, except to the extent that Our loss is due to Our unlawful, negligent or fraudulent acts or misconduct. You agree to pay Us the amount of the indemnity promptly on demand by Us.

6.7 Neither We nor You shall be liable to each other for any failure or delay in the performance of obligations relating to Your NAB Channel, or any Service, which is due to Force Majeure, but any obligation to pay money shall not be excused by Force Majeure.

6.8 If the delay or failure to perform obligations due to Force Majeure exceeds thirty (30) days, either We or You may terminate Your use of Your NAB Channel, or any Service, immediately on providing notice to the other party in accordance with clause 9.1 (but without requiring any additional notice period).

7. Variations

7.1 We can, acting reasonably, change or add to the terms set out in the Channel Documentation and change or add fees and charges at any time. We will make any changes in accordance with any applicable legislation and industry codes. If You do not accept any change We make, You can ask Us to close Your NAB Channel. You will need to pay all moneys due and owing to Us in connection with Your NAB Channel or the Service in order to do this.

7.2 If We reasonably believe a change is unfavourable to You, We usually give the notice specified below, but can give less notice or no notice if this is in accordance with law and industry codes. Unless otherwise specified in the Channel Documentation or separately agreed between You and Us, You agree to receive notice of changes from Us in the following ways:

(a) notice of changes which increase a fee or charge or introduce a new fee or charge will be given in writing or electronically at least 30 days before the changes take effect;

(b) notice of changes to government fees and charges will be given by media advertisement, in writing or electronically at least 30 days before the change takes effect, or a shorter period if We give notice with reasonable promptness after We are notified by the government. However We need not notify you if the government publicises the change to fees and charges; and

(c) notice of any other changes to the Channel Documentation will be given in writing or electronically at least 30 days before the day on which the change takes effect (or any other shorter notice period in accordance with law and applicable industry codes).

7.3 For example, We may give less notice or no notice, if that is reasonable to manage an immediate and material risk (for example, if We need to restore or maintain the security of Our systems or individual accounts).

7.4 Subject to our obligations under clause 11.6 of Part A, We may change, cancel or suspend Your NAB Channel or the Services at any time at Our discretion, We normally give prior notice of a decision to terminate Services but may not do so in all cases, for example where We are acting urgently in response to a risk.

8. Notices

8.1 You agree that for the purposes of clauses 8.2(a) and (b), the NAB may give You a notice or an Alert by electronic communication to the electronic address nominated by You in Your Channel Forms or by sending You an electronic notification via Your NAB Channel. You may change the electronic address for receiving notices and Alerts by written notice to the NAB from time to time. You may request a paper copy of a Channel Notice from the NAB within 6 months after the time at which We sent You the Channel Notice or sent You an Alert that the relevant Channel Notice was available for collection through Your NAB Channel.

8.2 A notice given by Us to You under these NAB Digital Business Channels Terms and Conditions is duly given:

(a) if it is given as a Channel Notice;

(b) if it is given by email to the email address most recently notified by You to Us in writing; or

(c) if it is:

(i) in writing signed by an authorised officer of the NAB; and

(ii) left at the address last nominated by You to receive such notices or sent by prepaid ordinary post (airmail if posted in or from a place outside Australia) to Your postal address or sent by facsimile to Your facsimile number.

8.3 A notice given by You to Us is duly given if it is:

(a) in writing signed by You; and

(b) left at Our address or sent by prepaid ordinary post (airmail if posted in or from a place outside Australia) to Our address or sent by facsimile to Our facsimile number, as stated in the User Guides.

A requirement in these NAB Digital Business Channels Terms and Conditions for You to send Us a notice, request, document or other communication in writing does not permit You to send the relevant notice, request, document or other communication electronically unless the relevant requirement expressly provides that the notice, request, document or other communication may be sent electronically as well as in writing.

8.4 A Channel Notice is deemed to be received by You when the NAB sends the notice via Your NAB Channel. Otherwise, You agree to the rules as to time and place of sending and receipt of notices, Channel Notices and emails set out in the User Guides.

8.5 From time to time, We may (but are not required to) give You operational information in relation to Your NAB Channel other than by the notice mechanisms specified in clause 8.2, including by mobile telephone (SMS) or by electronic mail, using numbers or addresses nominated by You or Your Personnel.

9. Termination and Suspension

9.1 Subject to clause 9.2, either You or We may terminate Your use of Your NAB Channel by giving 90 days' written notice to the other party. Your notice of termination to Us must be sent to the address specified in the Channel Documentation, and will not be effective unless the notice of termination is actually received by Us at that address.

9.2 Subject to clause 11.6 of Part A, We may suspend or terminate Your use of Your NAB Channel and/or any Service in whole or in part at any time with immediate effect without prior notification to You if:

(a) We need to prevent an anticipated breach of any relevant law or to prevent any potentially fraudulent activity or a scam;

(b) We need to prevent an anticipated material loss to You or Us arising from the misuse or unauthorised use of the NAB Channel and/or any Service;

(c) it is reasonably necessary for Us to manage a risk (including a regulatory or sanctions risk), for example Your or any of Your Users' use of Your NAB Channel puts us at risk (for example, by creating a risk to Our systems or Our legal or financial position).

We may exercise suspension rights under this clause for as long as it is reasonably necessary to manage any of the risks above, and You acknowledge that We may not always be able to detect and prevent fraudulent transactions and scams. We do not have to give you advance notice if it is reasonable necessary for Us to act quickly to manage a risk or comply with our obligations under the BPAY Scheme or any relevant law. However, if appropriate We will give you a general reason for exercising Our rights under this clause within a reasonable time of doing so.

9.3 All moneys due and owing to Us in connection with Your NAB Channel or the Service, if not already due and payable, will immediately become due and payable after a termination takes effect under this clause 9.

9.4 We will not process any Messages received by Us through Your NAB Channel after a termination takes effect under this clause 9.

10. Blocking, delaying or refusing transactions

10.1 You agree that subject to our obligations under clause 11.6 of Part A, We may delay, block or refuse to make or receive or credit any payment:

(a) to prevent an anticipated breach of any relevant law or to prevent any potentially fraudulent activity or a scam;

(b) to prevent an anticipated material loss to you or us arising from the misuse or unauthorized use of Your NAB Channel; or

(c) where it is reasonably necessary to manage a risk, including a regulatory or sanctions risk.

We will incur no liability to You if We do so.

We may exercise rights under this clause for as long as it is reasonably necessary to manage any of the risks above, and You acknowledge that We may not always be able to detect and prevent fraudulent transactions and scams. We do not have to give You advance notice if it is reasonable necessary for us to act quickly to manage a risk or comply with our obligations under the BPAY Scheme. However, if appropriate We will give You a general reason for exercising our rights under this clause within a reasonable time of doing so.

10.2 You have made all necessary inquiries and sought all necessary advice and confirm that You do not have any reason to suspect that any payment We make in accordance with any instructions You give Us through Your NAB Channel will breach any law in Australia or any other country.

11. Other

11.1 Except where expressly stated in writing, Our failure to exercise or enforce, or Our delay in exercising or enforcing, or Our partial exercise or enforcement of, a right, power or remedy provided by law or under the Channel Documentation shall not preclude, or operate as a waiver by Us of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under the Channel Documentation.

11.2 You must execute all documentation We consider to be reasonably necessary or expedient for You to have access to Your NAB Channel and/or each applicable Service (including any documentation required by APN) and

You must comply with all requirements under all such documentation.

11.3 You warrant that each Account was established and is used for business purposes.

11.4 You must not in any manner assign or transfer or charge to any other person any of Your rights and interests under these NAB Digital Business Channels Terms and Conditions without Our prior written consent, We may assign, acting reasonably, any of Our rights without Your consent, having regard to our legitimate business interests and regulatory and prudential obligations. We may not give You notice where We reasonably believe the assignment causes no detriment to You. You will have the same rights against an assignee as You do against Us.

11.5 If any part of these NAB Digital Business Channels Terms and Conditions is void, voidable or unenforceable, then that part is to be read as if it were varied to the extent necessary to be valid and enforceable (or, if necessary, severed from these NAB Digital Business Channels Terms and Conditions) so that, with such variation or severance, these NAB Digital Business Channels Terms and Conditions continue to be enforceable.

11.6 Where these NAB Digital Channels Terms and Conditions confer a discretion on Us, We will exercise that discretion fairly and reasonably and in accordance with its legitimate business interests and our prudential and regulatory obligations.

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:

(a) Our legal obligations, industry codes and payment scheme rules and the expectations of our regulators;

(b) protecting Our customers, staff and systems and the personal information We hold;

(c) 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);

(d) how Our products and services are intended to be used (and how You have used them);

(e) Our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;

(f) community expectations and any adverse impact on Our reputation;

(g) whether We need to take any action to protect You or another person from a potential fraud or scam; and

(h) risk management, including sanctions risk management.

11.7 These NAB Digital Business Channels Terms and Conditions shall be governed by and interpreted according to the law in force in the Australian State or Territory where Your address (detailed in the Channel Documentation) is located. If this address is not located in Australia, this agreement is governed by the law of Victoria.

11.8 Any court cases involving this agreement can be held in the courts of any State or Territory of Australia. You and We submit to the non-exclusive jurisdiction of those courts.

11.9 If this is a Small Business Contract, 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.

12. Banking Code of Practice

12.1 We have adopted the Banking Code of Practice and relevant provisions of the Code apply to Your NAB Channel, and each Service, if You are an individualor a small business referred to in the Code.

12.2 You can obtain from us upon request:

(a) information on our current standard fees and charges concerning the NAB Channel and the Services; and

(b) general descriptive information concerning NAB's banking services including:

(i) for accounts with cheque access, general descriptive information about cheques;

(ii) account opening procedures;

(iii) NAB's obligations regarding the confidentiality of your information;

(iv) complaint handling procedures;

(v) bank cheques;

(vi) the advisability of you informing NAB promptly when you are in financial difficulty;

(vii) the advisability of you reading the Terms and Conditions applying to the relevant banking service; and

(c) general descriptive information about:

(i) the identification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006; and

(ii) the options available to you under the tax file number legislation; and

(d) a copy of the Banking Code of Practice.

13. Channel Description and Use of Channel

13.1 By using Your NAB Channel You may send Messages and receive Messages concerning Your NAB Channel or a Service and access the Services.

13.2 Unless We otherwise agree, You must not give access to Your NAB Channel to any third party or use Your NAB Channel on behalf of or for the benefit of any third party.

13.3 When using Your NAB Channel You must:

(a) only send Messages that conform with any applicable Channel Requirements; and

(b) if required by Us for Your NAB Channel, only connect to Your NAB Channel systems which have been previously identified to and accepted by Us. We may block any attempts to connect any other systems to Your NAB Channel.

13.4 It is Your responsibility to select, evaluate, obtain, install and maintain all software and other tools which You employ to access or utilise Your NAB Channel or Services other than the Client / Browser Customisations. We are not liable for any loss arising from the Client / Browser Customisations and any third-party software obtained or used by You for the purpose of using Your NAB Channel or the Services including any third-party software You may obtain or use as a result of offers to existing, new or prospective customers which We may publicise, except to the extent Our own negligent or unlawful acts or omissions cause such loss.

13.5 You warrant that each User is authorised by You to use Your NAB Channel and authorise or send Messages on Your behalf in accordance with the Channel Documentation.

13.6 You acknowledge that You have been given access to and have read the User Guides including, if relevant, those parts that explain a User's access and other capabilities in relation to Your NAB Channel and the Services (including, if applicable, as they apply to different categories of Users) and asked Us any questions You have.

13.7 NAB will, from time to time, schedule downtime of the service for routine maintenance, service upgrades and the like.

It is not expected that this downtime will be scheduled within operating hours. NAB must give the Customer reasonable prior notice of all scheduled downtime.

Emergency maintenance may be required on the Service in exceptional circumstances. NAB will use all reasonable endeavours to give the Customer prior notice of these events; however, NAB reserves the right to conduct maintenance of this nature without giving prior notice to the Customer solely to protect the Channel and NAB's other networks, but in this case NAB must give such notice as soon as practicable.

14. Authorisation Methods

14.1 You must ensure that You and each User keep secret and secure:

- all components of any Authorisation Method; and
- any codes or other information used in conjunction with or displayed or produced by any component of an Authorisation Method, and take care to prevent the unauthorised use of any component of any Authorisation Method.

14.2 If an Authorisation Method has been issued to a specific User (for example, a specific User ID and password), You must ensure it is used only by that User.

15. Messages

15.1 The internet is an inherently insecure communications network and that communications sent over the internet may be delayed, misdelivered or not delivered, may be delivered incomplete and may be read or altered by third parties in transit. You must ensure that You have adequate contingency plans to enable You to transact Your business should there be any non-availability of or interruption to or delay in Your NAB Channel and/or any Service. To the extent that it is within Our control, We will do Our best to maintain the operation of Your NAB Channel and/or any Service and rectify any disruption within a reasonable time.

15.2 Messages You send to Us through Your NAB Channel may not be received by Us for reasons beyond Our control including mechanical, software, computer, telecommunications or electronic failure. Messages from You are treated as received by Us only when the Messages are logged in Our system as having been received by Us. We will not incur any liability for any inability on Your part to access Your NAB Channel or where access to Your NAB Channel is overloaded, suspended, terminated or otherwise unavailable or unsatisfactory for reasons beyond Our direct control, except to the extent it is due to Our fraud, misconduct, or unlawful or negligent acts or omissions.

15.3 We will not be held liable for the loss, alterations or disclosure, howsoever arising, of any information sent by You to, or received by You from, Your NAB Channel which is the result of any cause, event, activity or circumstances beyond Our direct control, except to the extent Our own fraud, misconduct, or negligent or unlawful acts or omissions cause such loss, alterations or disclosure.

15.4 Acting reasonably, We may refuse to process or respond to a Message from You or We may suspend or, if applicable, terminate any of Your logon sessions for any reason, including where:

- We consider that there is a risk to Our systems (for example where a Message contains a virus) or a risk to Our legal or financial position in processing or responding to the Message;
- an Authorisation Method or any component of it has expired or been revoked;
- We have reason to believe that an Authorisation Method or any component of it is being used without Your authority; or
- We have reason to believe that You are engaging in unlawful activity.

15.5 All Messages containing records of transactions are provisional records only unless We specifically refer to them as statements.

16. Authentication of Messages received by Us through Your NAB Channel

16.1 Subject to any other relevant terms in the Schedule, We may assume that any access to Your NAB Channel and use of a Service has been made by You or one of Your Users on Your behalf. Acting reasonably, We are authorised to act on every Message We receive through Your NAB Channel which appears to have been sent by You or on Your behalf, without further reference or notice to, or consent from, You, regardless of the actual identity or authority of the person accessing and operating Your NAB Channel or sending the Message. Our records of Your NAB Channel transactions shall be prima facie evidence of such access and operation. We will also not be liable to You if We act on Messages which are the result of forgery, fraud or error or are sent in excess of the authority of any User sending that Message, except to the extent that We are liable due to Our fraud, misconduct, or unlawful or negligent acts or omissions.

16.2 We shall not be obliged to act on any Message which appears, in Our reasonable opinion, to be contrary to or to require action which is contrary to any law, regulation, government, court or regulatory body's order, rule, or direction, or in circumstances where We deem inadvisable to act on the Message.

16.3 If an instruction in a Message is contrary to any other arrangement or instruction existing between You and Us, We are authorised, but not obliged, to act on that instruction without further reference or notice to, or consent from, You.

17. Disclosures

17.1 You agree that We may use or disclose any information about You, any of Your Payment Instructions or use of Your NAB Channel and the Services to any Other Bank or Regulatory Authority for any purpose which We consider reasonably necessary or appropriate in connection with any Regulation or the administration of Your NAB Channel or the Services. You agree to provide any such information to Us if We ask You to, and to promptly procure the consent of any such person to the disclosure of that information if We so require.

17.2 NAB and Our agents will take all reasonable precautions to keep Personal Information secure and protect it under their privacy policies. Your Personal Information may be disclosed by us to third parties to facilitate the provision of Services, to monitor compliance with these Terms and Conditions and for anti-money laundering, detection of crime, legal, compliance and fraud prevention purposes.

Part B – Payments Services (Domestic and International Payments) Terms and Conditions

The terms in this Part B apply if Your NAB Channel provides You with access to the Payments Services.

18. Meaning of Words and Interpretation

BPAY Payments Service means the service that enables You to make BPAY Payments as described in the NAB Connect Schedule.

Currency Limit means the limit described as such in the relevant User Guide.

Cut-Off Time means the time on a Business Day by which We must receive Your Payment Instruction for it to be processed on that Business Day as published in the relevant User Guide.

Direct Debit Instruction means a Payment Instruction to debit funds from an Account by direct debit.

Domestic Payments Service means the service that enables You to make an Australian dollar funds transfer from an Account to a Beneficiary Account that is held at a financial institution in Australia.

Formal Limits means limits determined by Us in Our discretion from time to time which is the maximum aggregate value of:

(a) all Direct Debit Instructions; or

(b) all Payment Instructions other than Direct Debit Instructions;

which We will accept from You through Your NAB Channel to be executed on any one day.

Major Currency means any foreign currency that is described as a major currency in the relevant User Guide.

NAB Group means Us and each of Our subsidiaries and related entities.

Payment Authorisation Rules means:

(a) any Payment Limits;

(b) any payment value range requirements You requested in Your Channel Forms approved by Us; and

(c) any Transaction Signing Threshold.

Payment Limits means the limits, if any, that apply to:

(a) the value of all Payment Instructions; and

(b) if applicable, the value of all Payment Instructions of a particular type

that You can send through Your NAB Channel to be processed on any one day.

Payments Services means the Domestic Payments Service, the International Payments Service and the BPAY Payments Service.

Source Account means the Account You have nominated to be debited with the amount of a Payment Instruction.

Transaction Signing Threshold means the threshold value, if any, that is set by Us or agreed between You and Us such that if:

(a) the value of a single Payment Instruction; or

(b) the total value of all Payment Instructions

contained in the one Message from You, exceeds that threshold, We will require additional authorisation from You before processing the Payment Instruction or Payment Instructions.

Urgent Payment Instruction (RTGS – Real Time Gross Settlement) means a Payment Instruction that You ask Us to process urgently so that the beneficiary's financial institution receives value on the same Business Day it is authorised.

19. Payment Instructions

19.1 (a) We will process a Payment Instruction only if:

(i) in the case of a payment to which Cut-Off Times apply, it is received by Us before the Cut-Off Time for the Business Day on which the instruction states it is to be processed;

(ii) it is authorised by an Authorisation Method that You have agreed We can use as evidence to authenticate that Payment Instruction as being sent with Your authority;

(iii) in Our reasonable opinion, it complies with the Payment Authorisation Rules (if applicable to Your Channel); and

(iv) in Our reasonable opinion, it is otherwise in accordance with the Channel Documentation;

(b) Acting reasonably, We may refuse to process a Payment Instruction if:

(i) the Payment Instruction, or the value of all the Payment Instructions in one Message from You, would exceed:

(a) a Formal Limit for the relevant day; or

(b) applicable Payment Limits; or

(c) any other limit (as set by us) applicable to that particular type of payment.

In this case, a Message will be made available to You describing the reason for the rejection; or

(ii) the balance of cleared funds in the Source Account is not at least equal to the value of the Payment Instruction (and, if there is more than one Payment Instruction in a Message from You, at least equal to the total value

of all those Payment Instructions) either by way of cleared credit funds or by way of sufficient margin where the Source Account has an overdraft limit. If there are insufficient cleared funds in the Source Account, We are authorised by You and may choose, but are not required, to act on some or all of the Payment Instructions at Our discretion (acting reasonably) and without reference to You.

19.2 In some circumstances, even if We accept Your Payment Instruction, it may not be possible for Us to carry it out (for example, because it has been rejected by a third party). In this case a Message will be made available to You describing the reason for the rejection.

19.3 You acknowledge and agree that:

(a) If in Our reasonable opinion, a Payment Instruction received by Us appears to have been authorised by an Authorisation Method that You have agreed We can use as evidence to authenticate that Payment Instruction as being sent with Your authority, We may act on the Payment Instruction without making any further inquiry as to its validity or authenticity; and

(b) You are solely responsible for ensuring that a Payment Instruction (including without limitation the details of the Beneficiary Account and the Source Account) is correct. If You get the Beneficiary Account details wrong, We may not be able to recover the money.

For payments where You enter a BSB and account number (or did so at the time of saving the payee in Your list of beneficiaries), We don't check whether the person named in Your instruction actually has an account with the BSB and account number You give us, nor does the institution receiving the payment instruction. An incorrect BSB or account number could result in payment to the wrong person and may result in loss of funds.

19.4 If You send Us an Urgent Payment Instruction (RTGS – Real Time Gross Settlement), We will use Our best endeavours to process it so that the beneficiary's financial institution receives value for the amount of the Payment Instruction on the same Business Day on which it was authorised.

20. Payments to a PayID

This clause applies where Your account supports payment to a PayID.

20.1 General Provisions

For payments made to a PayID, We will check the PayID service for the PayID Name attached to that PayID and will display that name to You. You must check that the PayID Name that is shown matches the person that You intend to pay. Incorrect details could result in a payment to the wrong account and may result in loss of Your funds.

20.2 How We process future dated payments to a PayID

We may attempt to make the payment at any time on the scheduled payment date. As a result You should ensure that You have sufficient funds available throughout the day to satisfy the withdrawal. We may decline to process the payment if, at the time We try to make the payment You don't have sufficient funds in Your account.

On the scheduled payment day, before We try to make the payment, We will check the PayID service to confirm whether the PayID is still registered and whether there has been a change in the PayID Name since the time You set the payment up. We won't be able to process the payment if the PayID is no longer registered, and We won't process the payment if the PayID Name has changed. You should check the payment status at the end of the day that the payment was scheduled to be made to confirm whether it has gone through.

21. Additional Terms and Conditions for International Payments Service

21.1 The foreign currency rates available to You depend on the payment transaction type and the value of the International Payment Instruction and are subject to change or withdrawal at any time without notice.

21.2 If the payment referred to in Your International Payment Instruction is to be made:

(a) in the same currency as the currency of Your Account, You authorise Us to debit Your Account with the amount of the payment referred to in Your International Payment Instruction; or

(b) in a currency different to the currency of Your Account, and Your International Payment Instruction states 'Real Time Rate' or 'Bank to Convert', You authorise Us to debit Your Account with an amount that is equal to the payment currency amount referred to in Your International Payment Instruction applying a currency exchange rate determined as follows:

(i) where the 'Real Time Rate' is selected, the rate published by Us and accepted by You; or

(ii) where 'Bank to Convert' is selected, by Us applying a currency exchange rate determined by Us.

21.3 Foreign currency transactions involve the risk of loss because of movement in exchange rates or interest rates. It is important that You understand these risks and that it is Your responsibility that You do so before entering into a foreign currency transaction and understand that any loss will be passed onto and will be payable by You.

21.4 In addition to any fees and charges We may impose on You for using the International Payments Service, if You have elected to pay any fees and charges levied by an overseas bank, We will instruct the overseas bank accordingly. You authorise Us to debit any applicable international bank fees and charges to Your Account.

In some instances, beyond NAB's control, one or more overseas banks may deduct their costs from the money You send rather than claiming from NAB as instructed, which will result in the beneficiary receiving a lesser amount than expected. If you have elected for the overseas bank charges to be paid by the beneficiary, then such charges will be deducted from the funds transmitted to the beneficiary.

21.5 An International Payment Instruction cannot be created or authorised if, in Our reasonable opinion, the Payment Instruction does not comply with the restrictions or requirements set out in the User Guides, including in relation to currency conversion limits and Cut-Off Times. Any attempted creation or authorisation will not be processed by Us.

21.6 You agree that:

(a) Other Banks and one or more of Our branches may be involved in connection with the provision of the International Payments Service to You by Us. Those branches and Other Banks may in each case be local or overseas and the Other Banks may or may not be appointed by Us;

(b) if We choose to use a preferred Other Bank, We may receive a commission from the Other Bank for doing so; and

(c) to the maximum extent permitted by applicable law, We are not liable for loss of any kind arising in connection with the involvement of Other Banks or their acts or omissions, where the Other Banks are not appointed by Us (except to the extent any loss is caused by Our fraud, negligence or misconduct).

21.7 The International Payments Service may be affected directly or indirectly by Regulations. Regulations may be those of any place where We or any Other Bank operates, or with which the International Payments Service has some direct or indirect connection, or to which or from which a payment or instruction is made or received or in which some other thing is done, or may be the Regulations of or applicable to the currency of any payment. Regulations include, but are not limited to, those which affect, restrict, prohibit or otherwise render unlawful transactions, payments or dealings with assets, any person, group or entity which may or may not include those having a connection with certain countries, area, individuals, groups, bodies, entities, materials, items, substances, political or religious systems, beliefs or convictions.

The International Payments Service may be interrupted, prevented, delayed or otherwise adversely affected, either in whole or in part, by reason of a Regulation including, but not limited to, where We consider in good faith, or any Other Bank considers, or a Regulatory Authority asserts, that a Regulation does apply (each an "Adverse Effect"). You should be aware that You may suffer loss if an Adverse Effect occurs. We may, but have no obligation, to contest any act of any Regulatory Authority.

22. Liability

22.1 Without prejudice to clause 6, We will not be responsible for and exclude all liability for loss or damage with respect to:

(a) acts or omissions of agents, overseas banks or third parties involved in effecting a Payment Instruction;

(b) loss, delay, destruction or mutilation of any form of oral, written or electronic message given in connection with a Payment Instruction; and

(c) Us acting or failing to act on any Payment Instruction sent to Us purporting to be, but which is not in fact, from a person authorised by You to do so, except to the extent Our own fraud, misconduct, or negligent or unlawful acts or omissions cause loss or damage.

Part C – Account Services Terms and Conditions

The terms in this Part C apply if Your NAB Channel provides access to the Account Services.

23. Meaning of Words and Interpretation

(a) **Account Information** means balance, transaction and other information provided by Us relating to Accounts, including NAI files.

Account Reporting Service means the service that enables You to access Account Information in respect of Accounts.

Account Services mean the Account Reporting Service, the Stop Cheque Service and any other reporting service that We choose to make available, whether relating to an Account or a different service, as the context requires.

NAI file refers to the 'National Account Information file', containing balance and transaction information, which We make available to You as set out in the User Guides.

Stop Cheque Request means a request embodied in a Message through Your NAB Channel to stop payment on one or more cheques drawn on an Account.

Stop Cheque Service means the service which enables You to send a Message containing a Stop Cheque Request, and to receive a Message from us concerning that Stop Cheque Request, through Your NAB Channel.

(b) A reference to Account Information being "accessed" is a reference to that Account Information being queried, viewed through a browser or downloaded using Your NAB Channel. The nature of the access that is available will depend on the functionality made available by Us in respect of the relevant Account Information. For example, Account Information contained in NAI Files can only be downloaded, not queried or viewed through Your browser.

24. Account Reporting Service

24.1 Features and requirements for using the Account Reporting Service are described in the User Guides.

24.2 All Account Information shall be taken to be provisional unless and until it is confirmed in a statement of account issued to You by Us.

24.3 Without prejudice to clause 6, We are under no liability for or in connection with the availability, accuracy, completeness or currency of any of the Account Information supplied through the Account Reporting Service (except to the extent caused by Our fraud, negligence or misconduct).

25. Stop Cheque Service

25.1 Except to the extent, We are liable due to Our fraud, misconduct, or unlawful or negligent acts or omissions, You agree that:

(a) the Stop Cheque Service is in addition to Your right to communicate a countermand request to a responsible officer at Our branch where the Account is held;

(b) a Stop Cheque Request is only effective as a countermand to Us when it is made in the manner and at the times provided in these Account Services Terms and Conditions and We may not be able to act on a Stop Cheque Request made in the correct manner and time until the following Business Day; and

(c) if Your Stop Cheque request cannot be made in the manner and at the times provided in these Account Services Terms and Conditions or conditions or You do not wish to take the risk of it not being processed until the following Business Day, You should instead communicate a countermand request to a responsible officer at Our branch where the Account is held as soon as possible.

25.2 Each use of the Stop Cheque Service must be authorised by an Authorisation Method that You have agreed We can use as evidence to authenticate a Stop Cheque Request as being sent with Your authority.

25.3 You agree that:

(a) a Stop Cheque Request sent by You on any given day will only be processed if it is received by Us during the applicable processing times for that day (the "Processing Period");

(b) if a Stop Cheque Request sent by You is received by Us outside the Processing Period for the day of receipt the Stop Cheque Request will be automatically rejected and will not be an effective countermand instruction to Us and We will not be aware of or keep a record of the contents of the Stop Cheque Request. (We will leave a Message on Your NAB Channel to this effect for collection by You); and

(c) if, for any reason, the Stop Cheque Service fails, is unavailable or does not perform as expected, then clauses 6.4 and 6.5 apply.

25.4 (a) All Stop Cheque Requests sent to Us through Your NAB Channel shall be deemed to have been properly issued on Your behalf if they are authorised by an Authorisation that You have agreed We can use as evidence to authenticate a Stop Cheque Request as being sent with Your authority.

(b) In acting upon such Stop Cheque Requests, We will not in any way be liable to You (except to the extent of Our fraud, negligence or misconduct) for processing those Stop Cheques Requests. We are under no duty to make any inquiry as to whether such a Stop Cheque Request has in fact been issued by You or with Your authority. We will also not be liable to You if We act on a Stop Cheque Request which is the result of forgery, fraud or error or is given in excess of the authority of any relevant User.

25.5 We shall not be obliged to act upon any Stop Cheque Request which appears, in Our reasonable opinion, to be contrary to any applicable Regulation or in circumstances which We deem inadvisable to effect such instructions.

25.6 Without limiting clause 6.7, You indemnify and continue to hold Us indemnified in full for any claims or demands made by any person against Us as a result of Our having acted in accordance with instructions contained in a Stop Cheque Request using Your NAB Channel (except to the extent of Our fraud, negligence or misconduct).

Part D – Customer Vouchers Online Service Terms and Conditions

The terms in this Part D apply if Your NAB Channel provides access to the CVOL Service.

26. Meaning of Words and Interpretation

Access Rights means Your right to view Images and Associated Items Lists using the CVOL Service.

Associated Items List means, in relation to a Voucher that is a deposit slip, a list of other Vouchers which have been deposited together with and are listed on that deposit form as constituting part or all of the total amount of the deposit for that deposit slip.

Clearing Services Customer means a customer who is a financial institution to whom We provide clearing services in relation to Vouchers.

CVOL Service means the Customer Vouchers Online Service, a service permitting the viewing of Voucher Images and Associated Item Lists.

Image means an image of the face or the reverse side of a Voucher.

Voucher means:

(a) a cheque relating to You or to an Account which is presented for collection by Us; or

(b) a cheque relating to You or to an Account which is received by Us for payment by Us or for forwarding to another financial institution for payment; or

(c) a deposit slip relating to You or to an Account which is received by Us; or

(d) any other type of document of which We from time to time advise You.

Without limiting the circumstances in which a cheque may relate to You or an Account:

- a cheque relates to You if it is drawn by You or drawn on You or deposited with Us for payment to You or presented to Us for collection to Your Account; and
- a cheque relates to an Account if it is drawn on that Account or deposited or presented to Us for collection to that Account.

A reference to You retrieving an Image or an Associated Items List means that the server hosting Our relevant site has sent that Image or Associated Items List through the Internet addressed to the web browser which requested that Image through Your NAB Channel or that Associated Items List whether or not the web browser receives and displays the Image or Associated Items List (and 'Retrieval' and 'Retrievable' have a corresponding meaning).

27. Scope and permitted use of the CVOL Service

(a) The CVOL Service only provides a way to view Images and Associated Items Lists of Vouchers relating to You or to an Account. For deposits, You can only use the CVOL Service to view a Voucher on an Associated Items List if the Voucher was deposited at Our branch. You cannot use this Service to view a Voucher that is not on an Associated Items List. This Service cannot be used by You for any other purpose, including the countermanding of an instruction in a Voucher.

(b) Acting reasonably, We may impose other specific limits on Your use of the CVOL Service in a User Guide or by notice to You.

(c) If You use the CVOL Service other than in accordance with the limits applicable under clauses 27(a) or 27(b), We may immediately suspend or terminate provision of the CVOL Service to You.

28. Responsibility for Retrievals

28.1 Loading and Retrieval of Images

Images and Associated Items Lists may not be Retrievable through the CVOL Service or, if Retrievable, may not be able to be viewed, for reasons beyond Our reasonable control including mechanical, software, computer, telecommunications or electronic failure.

28.2 Liability in respect of the CVOL Service

You agree that subject to clauses 6.1 and 6.2, We are not liable to You in any way for any loss or damage suffered or incurred by You or Your Users in connection with:

(a) the loading or failure to load an Image or an Associated Items List onto the CVOL Service;

(b) any inability by You to retrieve or view an Image or an Associated Items List; or

except to the extent Our own fraud, misconduct, or negligent or unlawful acts or omissions cause loss or damage. NAB will not be liable for any loss or damage which is not a foreseeable result of the claimed breach, nor for any loss caused by Your own action or inaction.

28.3 Images and Lists Not a Representation by Us

Images and Associated Items Lists are simply records of Vouchers handled by Us and do not constitute any representation by Us that the Vouchers are genuine or will be honoured or will result in a provisional or final debit or credit to an Account.

29. Availability and Access

29.1 CVOL Service Performance

Where an interruption to the provision of the CVOL Service arises for reasons outside Our control, We will use reasonable endeavours to ensure that the interruption is rectified.

29.2 Availability and Access Times and Performance

We will use reasonable endeavours to ensure that the CVOL Service will be available daily excluding scheduled downtimes and maintenance times as notified to You through Your NAB Channel from time to time.

Part E – Personal EFT Transactions – Additional Terms and Conditions

The terms in this Part E apply to any Personal EFT Transactions undertaken by any Personal Customer or Authorised User using Your NAB Channel in connection with, Personal EFT Transactions may be undertaken on accounts as described in the Channel Documentation.

30. Meaning of Words and Interpretation

Account Holder, for the purposes of clause 31, means the person in whose name a Nominated Account is held.

Authentication Device means any device (such as a security token) or mechanism, physical or otherwise, that We issue to You for the purpose of authorising Payment Instructions or accessing Your NAB Channel.

Authorised User, for the purposes of this Part, means a person who is authorised by a Personal Customer to use Your NAB Channel to conduct Personal EFT Transactions.

Business EFT Transactions, for the purposes of clause 31, means the part of a funds transfer which is the debiting of value from or crediting of value to an account that is designed primarily for use by a business and established primarily for business purposes.

Code, for the purposes of clause 31, means the secret information required by You to access Your NAB Channel and includes, without limitation, any authorisation code generated by an Authentication Device and any PIN or password.

Nominated Account means an Account held with Us, nominated by You for use in connection with Your NAB Channel.

Personal Customer, for the purposes of clause 31, means an individual who uses Your NAB Channel to undertake Personal EFT Transactions.

Personal EFT Transactions, for the purposes of clause 31, means electronic funds transfers authorised using a Code or Authentication Device to or from accounts where the electronic funds transfers are not Business EFT Transactions or other transactions not covered by the ePayments Code.

PIN means a Personal Identification Number that is used in conjunction with an Authentication Device.

Unauthorised Transactions, for the purposes of clause 31, means any Personal EFT Transaction where You claim that You did not engage in or have knowledge of or give consent to the Personal EFT Transaction even though Your Authentication Device and/or Codes were used to generate the disputed transaction.

You means, in this Part E only, a Personal Customer or an Authorised User using Your NAB Channel for Personal EFT Transactions and may include the Account Holder.

31. Personal EFT Transaction Terms

The following terms may apply to Your use of Your NAB Digital Business Channel depending on the type of personal account linked to this solution. If You use or intend to use Your NAB Digital Business Channel for Personal EFT Transactions, then the following additional terms and conditions apply to You.

31.1 Personal Customers undertake to provide each Authorised User with a copy of these terms and conditions before the Authorised User uses Your NAB Channel to undertake any Personal EFT Transactions.

31.2 The Account Holder is not liable for:

(a) losses that are caused by the misconduct or fraudulent or negligent conduct of Our employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;

(b) losses arising because a Code or Authentication Device is forged, faulty, expired, or cancelled;

(c) losses that arise from Personal EFT Transactions which required the use of a Code or Authentication Device and that occurred before You received the Code or Authentication Device;

(d) losses that are caused by the same Personal EFT Transaction being incorrectly debited more than once to the same account;

(e) losses resulting from Unauthorised Transactions occurring after notification to Us that the Authentication Device has been misused, lost or stolen or the security of a Code has been breached; or

(f) losses resulting from Unauthorised Transactions where it is clear that You have not contributed to such losses.

31.3 The Account Holder is liable for losses resulting from Unauthorised Transactions as provided below:

(a) Where We can prove on the balance of probability that You contributed to the losses through Your fraud or Your contravention of the security requirements in clause 31.4 the Account Holder is liable for the actual losses which occur before We are notified that an Authentication Device has been misused, lost or stolen or the security of a Code has been breached. However, the Account Holder is not liable for any of the following amounts:

(i) that portion of the losses incurred on any one day which exceeds any applicable daily transaction limit(s) for Personal EFT Transactions;

(ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) for Personal EFT Transactions applicable to that period;

(iii) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit); or

(iv) all losses incurred on any accounts which We and the Account Holder had not agreed could be accessed using an Authentication Device and/or a Code.

(b) The Account Holder is also liable where We can prove on the balance of probability that You contributed to losses resulting from Unauthorised Transactions because You unreasonably delayed notifying Us after becoming aware of the misuse, loss or theft of an Authentication Device or that the security of a Code had been breached. The Account Holder will then be liable for the actual losses which occurred between the time You ought to have notified Us after becoming aware and when We were actually notified. However, the Account Holder will not be liable for any of the following amounts:

(i) that portion of the losses incurred on any one day which exceeds any applicable daily transaction limit(s) for Personal EFT Transactions;

(ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) for Personal EFT Transactions 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); or

(iv) all losses incurred on any accounts which We and the Account Holder had not agreed could be accessed using an Authentication Device and/or a Code.

(c) Where a Code was required to perform the Unauthorised Transactions and neither clause (a) nor (b) applies, the Account Holder is liable for the least of:

(i) $150;

(ii) the balance of those account(s) (including any prearranged credit) from which value was transferred in the Unauthorised Transactions and which We and the Account Holder have agreed may be accessed using an Authentication Device and/or a Code; and

(iii) the actual loss at the time We are notified (where relevant) of the misuse, loss or theft of an Authentication Device or that the security of a Code has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s) for Personal EFT Transactions).

31.4 (a) You must:

(i) not voluntarily disclose a Code to anyone including a family member or friend;

(ii) not act with extreme carelessness in failing to protect the security of an Authentication Device or a Code;

(iii) (where one or more Codes without an Authentication Device can be used to access Your NAB Channel) not record a Code (without making any reasonable attempt to protect the security of the Code record) on the one article or on several articles so that they are liable to loss or theft simultaneously; and

(iv) not record the Code or Codes on an Authentication Device or keep a record of the Code or Codes (without making any reasonable attempt to protect the security of the Code record) on the one article or on several articles carried with an Authentication Device or otherwise so that they are liable to loss or theft simultaneously with an Authentication Device.

(b) Where We allow You to select a Code or change Your Code You must not select:

(i) a numeric code which represents Your birth date; or

(ii) an alphabetical code which is a recognisable part of Your name.

Either of these selections may mean that You are liable for losses caused by Unauthorised Transactions caused by breach of the security of the Code.

31.5 (a) If You believe an Authentication Device has been lost, stolen or subjected to an unauthorised use or there has been a breach of the security of a Code You must advise Us as soon as practicably possible. Once We have been notified of these matters the Account Holder's liability for further Personal EFT Transactions will be limited.

(b) Where telephone facilities for notification are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be Our liability, providing notification is made to Us within a reasonable time of the facility again becoming available. We will acknowledge Your report and You should record or retain this acknowledgement.

(c) Please contact NAB Connect Client Centre on **1300 888 413** to lodge a complaint or request the investigation of a dispute (including the querying of an entry on a periodic statement).

31.6 You should comply with any guidelines on Code or Authentication Device safekeeping and security contained in other documentation provided with Your NAB Channel; however, Your liability will be governed by this document.

31.7 Subject to clause 31.8, We will give each Account Holder who is a Personal Customer and uses Your NAB Channel at least 30 days' written notice of:

(a) any change to or imposition of a daily or other periodic transaction limit for Personal EFT Transactions; or

(b) an increase in the Account Holder's liability for losses relating to Personal EFT Transactions.

31.8 We reserve the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of Our systems or individual accounts, but in this case, We must give such notice as soon as practicable.

31.9 All Personal EFT Transactions are subject to formal limits and the availability of sufficient funds in the Account. Other institutions may also impose limits and We are not responsible for these limits.

31.10 We will be liable to You for losses You suffer caused by the failure of Our equipment or Your NAB Channel to complete a Personal EFT Transaction accepted by Your NAB Channel or Our equipment in accordance with Your instructions. However, We may not be liable for consequential losses where You should have been aware that Our equipment or Your NAB Channel 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 equipment or Your NAB Channel where Your NAB Channel or Our equipment had not accepted the Personal EFT Transaction.

31.11 Where a Personal EFT Transaction deposits funds into an account held with Us and there is a discrepancy between the amount We record as having been received and the amount recorded by the computer system (through which You use Your NAB Channel to effect the deposit) as having been deposited, the Account Holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

31.12 We will provide an account statement for Nominated Accounts to Account Holders who are Personal Customers every six months. Account Holders have the option of requesting more frequent statements and may also request statements at any time (subject to any applicable fees, the amount and nature of which are detailed in the terms and conditions relating to the relevant Nominated Accounts).

31.13 We reserve the right to levy fees and charges for the operation of Personal EFT Transactions on Your NAB Channel. The amount and nature of these fees and charges, if any, are detailed in the Schedule or separate fees and charges disclosure document that We provide to You.

31.14 We warrant that We will comply with the ePayments Code for all Personal EFT Transactions using Your NAB Channel.

32 Mistaken internet payments

32.1 This clause applies to mistaken internet payments using NAB Connect. It sets out important rules where the Sending ADI and the Receiving ADI have subscribed to the ePayments Code and

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

This clause does not apply to BPAY payments or International Payments.

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

User's obligation

32.2 A user:

(a) must take care to enter or select the correct information about the intended recipient of the funds, required when making a payment. It is not always possible for NAB to recover funds from the person who incorrectly receives them.

(b) should report a mistaken internet payment as soon as possible to the NAB Connect Client Centre on 1300 888 413. NAB will acknowledge receipt of the report and the user should record or retain this acknowledgement.

32.3 **Our obligations as a Sending ADI when we receive the user's report:**

(a) *Obligation to investigate*

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

(b) *Obligation to report*

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

(i) in writing, and

(ii) within 30 business days of the day the report was made.

Process where NAB and the Receiving ADI are not satisfied a mistaken internet payment has occurred.
When a user makes a report both, NAB and the Receiving ADI need to be satisfied a mistaken internet payment has occurred. If NAB is not reasonably satisfied a mistaken internet payment has occurred, NAB will not take any further action and will tell You in accordance with 32.3 (b). If the Receiving ADI receives a request from NAB to return funds to NAB, but is not satisfied that a mistaken internet payment has occurred, the Receiving ADI may seek their customer's consent to return the mistaken internet payment funds to You. If consent is provided to the Receiving ADI, NAB will return the mistaken internet payments to You as soon as practicable.

Process where NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred and there are insufficient funds.
This process applies where both NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred. If NAB is satisfied that a mistaken internet payment has occurred, NAB will send the Receiving ADI a request for the return of the funds. NAB is reliant on the Receiving ADI advising NAB if there are sufficient funds in their customer's account to cover the amount of the mistaken internet payment. If NAB is advised there are insufficient funds in the customer's account, NAB is reliant on the Receiving ADI using its reasonable endeavours to recover the funds for You from their customer (e.g. payment by instalments).

Where NAB and the Receiving ADI are satisfied a mistaken internet payment has occurred and there are sufficient funds.
This table describes the obligation of Receiving ADI and NAB if they are satisfied a mistaken internet payment has occurred and there are sufficient credit funds available in the account of the unintended recipient to cover the payment. A different process applies depending on when the user reported the mistaken internet payment to NAB.

User reports the mistaken internet payment to NAB	Obligation of Receiving ADI after receiving NAB's request to return funds	NAB's obligation to pay You
Within 10 business days of making the payment	Funds must be returned to NAB within 5 business days (if practicable) of receiving NAB's request to return the funds or such longer period as is necessary up to a maximum of 10 business days.	To return the funds to You as soon as practicable
Between 10 business days and 7 months of making the payment	Complete investigation within 10 business days of receiving NAB's request to return the funds. If satisfied a mistaken internet payment has occurred: (i) prevent their customer withdrawing the mistaken internet payment funds for a further 10 business days; (ii) notify their customer they have a period of 10 business days to establish they are entitled to the funds. (This period commences on the date their customer was prevented from withdrawing the funds); and (iii) return funds to NAB within 2 business days of the end of 10-day period described in (ii) if their customer has not established they are entitled to the funds.	To return the funds to You as soon as practicable
After 7 months	Seek the consent of their customer to return funds. With the consent of their customer return the funds to NAB.	To return the funds to You as soon as practicable

Complaint Investigation and Resolution Procedure
For information about resolving problems or disputes, contact NAB on 1800 152 015, or go to https://www.nab.com.au/contact-us/compliments-complaints-or-suggestions/independent-customer-advocate. For more details about Our internal dispute resolution procedure, please ask for Our Complaints Resolution brochure.

If You subsequently feel that an issue has not been resolved to Your satisfaction, You may be able to raise Your concerns with the Australian Financial Complaints Authority (AFCA) if you are an individual or small business customer covered by the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority (AFCA)
Phone: 1800 931 678 (free call)
Email: info@afca.org.au
Website: afca.org.au
In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001

Schedule – NAB Direct Link

The following additional Terms and Conditions apply to NAB Direct Link. This Schedule should be read together with the NAB Digital Business Channels Terms and Conditions.

Communications Protocols

Communication between the Customer and NAB will occur over the Internet via SFTP/HTTP/S or such other protocol as agreed, unless otherwise indicated. The Customer will be the initiator of all electronic message exchanges with NAB. In other words, the Customer will send messages to NAB using the Channel and will check for and download messages from NAB.

Authorisation Methods

Digital Certificate Authentication

Mutual authentication is via Server SSL digital certificate and Client digital certificate. Unless otherwise agreed in writing, Messages submitted by the Customer through the Channel must be digitally signed and encrypted (using the supplied digital certificate) prior to submission to NAB. On receipt, NAB will authenticate the Message as a Verified Communication. Unless otherwise agreed in writing, Messages provided by NAB will be digitally signed and encrypted prior to making the Message available for collection by the customer through the Channel.

Security Violation

(a) **Mutual responsibility**
When a possible security violation is detected by either party, the party that discovered the abnormality shall without delay inform the other party. The other party will immediately verify the authenticity of the request via contact details provided at the time of setup.

(b) **Compromised security**
Where one of the parties becomes aware or suspects that a method of communicating messages with NAB has become compromised, that party must without delay inform the other party and NAB agrees that it will cease processing and acting on the messages sent using that method of communication. If the primary method of communicating messages is compromised (being either the file transfer utility or the mode of connection itself), the alternative method of communication, advised to you at the time of setup, will be used to provide continuity of service. If no alternative method was communicated, NAB will discuss alternative methods with you.

Receipt of Messages and Confirmations

(a) We may not receive Messages You send to Us through Your NAB Channel for reasons beyond Our reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure. Upon receipt of a Message which We authenticate by using an Authorisation Method as appearing to have been sent with Your Authority ("Verified Communication"), We will You send a message ("Confirmation Message") within 30 - 45 minutes stating that We have received that Message The Confirmation Message may be sent by Us to You by way of email. Where We send a Confirmation Message by way of email, We will not necessarily also send the message via another protocol.

(b) Without limiting clauses 15 and 16 of the NAB Digital Business Channels Terms and Conditions, where We have reasonable grounds to believe that a Message received through Your NAB Channel may pose a threat to the security of the channel or of Our systems, We may choose to send no Confirmation Message or other Message to You through Your NAB Channel. In such circumstances We will take reasonable steps to contact You to advise You of this issue.

(c) We will not be taken to have received a Message only because the Message has entered Our information system. You should not assume that We have received a Message until You receive a Confirmation Message or a confirmation by another means from Us in respect of that Message. You should not assume that We will attempt to execute an instruction in a Message unless the Confirmation Message or a confirmation We send by another means states that We will do so.

(d) Notwithstanding anything in paragraphs (a), (b) and (c) We may rely on and act upon a Message as soon as We have:

  (i) received the Message; and

  (ii) if We have agreed to authenticate that type of Message using an Authorisation Method, authenticated the Message as a Verified Communication.

(e) Upon receipt of a Confirmation Message, You must reconcile that Confirmation Message with the Messages that You have sent to Us. Where after such reconciliation You believe that We have received a Message not authorised by You or any of Your Users, You must promptly notify Us of this fact and contact us in reply to the Confirmation Message stating that the Message which was the subject of the Confirmation Message should not be relied on by Us ("Error Message").

(f) Where You send Us a Message and You do not receive a Confirmation Message from Us within 30 - 45 minutes, then:

  (i) You must not assume that We have received that Message, and You accept the risk of non-receipt of the Message by Us, unless You receive a confirmation by another means from Us; and

  (ii) You must promptly notify Us of the failure to receive a Confirmation Message.

(g) In respect of Messages We send to You:

  (i) a Message We send You is to be treated as having been received by You as soon as the Message is available for collection by You from Your NAB Channel, whether or not You have actually collected the Message.

(ii) Once a Message is treated as having been received by You, You are responsible for acting on and keeping a record of the Message.

(h) In respect of Confirmation Messages We send to You, they will be treated as having been received at the time when the email becomes capable of being retrieved by the addressee at the addressee's electronic address, whether or not You have actually read the message.

We may notify You in writing that a particular type of Message which You can transmit through Your NAB Channel will not be authenticated using an Authorisation Method if We have reasonable grounds for this action.

Access Control

You are responsible for user access to Your systems that will allow messages to be sent to or received from NAB.

Identification of Direct Link Users

You are responsible for controlling access to Direct Link and agree to implement security measures to prevent unauthorised access.

You warrant that all Payment Instructions that You send through the Channel are sent by, or at the direction of, Your nominated Account Signatories.

You must keep an audit trail of access to Your Direct Link Channel. Upon request, You must provide to us detail of the person/s who have initiated a Payment Instruction through the Channel.

"Account Signatories" means those persons that You have authorised to transact on Your Account, as notified to NAB by way of completion of an Account Authority Card for the account or through any other method of notice that NAB accepts for account authorities.

NAB Direct Link fees and charges

NAB Direct Link fees and charges schedule can be obtained from **nab.com.au/directlinkfees**.

Schedule – NAB Connect

The following additional Terms and Conditions apply to NAB Connect. This Schedule should be read together with the NAB Digital Business Channels Terms and Conditions:

A. User Types

There are three types of Users for NAB Connect: General Users, Authorising Users, and Administrators. The capabilities allocated to each User type are as specified in this Schedule, the User Guides and any other relevant Channel Documentation. **Note:** Administrators have the same access as an Authorising User with additional powers relating to self-service amendments.

B. Payment Instructions

1. A Payment Instruction created by a General User may be cancelled prior to it being authorised by an Authorising User. After a Payment Instruction has been authorised by an Authorising User it cannot be cancelled, but up to the Cut-Off Time (if applicable) for the Business Day You wish the Payment Instruction to be processed You may request Us to recall the Payment Instruction and in exceptional circumstances We may agree to attempt such a recall, although there is no guarantee We will be able to do so (for example, We will not be able to effect a recall where We have begun to process the Payment Instruction). NPP Payments cannot be recalled.
2. In some cases, Your Users will be able to select from a range of different payment types when creating a payment. Your Users should carefully consider which payment type best suits Your requirements for each payment, having regard to (i) processing times; (ii) how much data You wish to send with the payment and (iii) the fee for each payment type. Some payment types may incur higher fees than others.

   Payments to a PayID can only be made as an Osko Payment or NPP Payment. So, where You address a payment to a PayID (rather than a BSB and account number), We may not present You with other payment types for that payment.

C. Messages

NAB Connect is built for internet browser-based access by You. A reference in the NAB Digital Business Channels Terms and Conditions to Us sending a Message (other than an Alert) to You means Us making the information in the Message available on the NAB Connect server for Your internet browser to collect and present on Your computer when Your browser next accesses the NAB Connect URL. Except as stated in clause 8.2(a) of the NAB Digital Business Channels Terms and Conditions, We are not obliged to let You know that a Message has been made available on the NAB Connect server. If We are obliged to do so, We will send You an Alert to let You know that You need to access NAB Connect and check Your Messages.

D. Additional warranties – Administrator powers

You warrant that an Administrator is authorised by You to effect changes or amendments to NAB Connect through the self-service amendment function. They will have the power to:

(a) Request the appointment or removal of Authorising Users and General Users and to request the suspension of these users.

(b) Modify users access to available Products and existing services.

(c) Assign or remove the ability for an Authorising User or Administrator to Manage and Approve Breaches of Payment Limits.

(d) Modify users contact details, primary contact person and postal address.

(e) Create and maintain PayIDs on Your behalf.

(f) Increase security settings including Payment Authorisation Rules, Segregation of Duties, Dual Admin and Transaction signing.

(g) Reset General User passwords and request replacement/ reset of security devices for all users.

(h) Nominate the account to be debited for all NAB Connect and Service fees and charges.

(i) Nominate and make changes to, the email addresses supplied for the purpose of receiving electronic communications and/or statement notifications.

(j) Request removal of Services, accounts, reports and other related items if no longer required.

(k) Access a report that includes details of all users and permissions.

(l) Subject to the below, apply for additional services (available through NAB Connect) on Your behalf and allocate and manage access for those services to other users. New Administrators created on your NAB Connect facility will be granted the ability to apply for additional services (once available) on Your behalf unless specified otherwise.

(m) An Administrator will only have the right to apply for, allocate and manage access to additional services (available through NAB Connect) which include the ability to make a payment (Additional Payment Services) where You have granted them the right to do so (Delegation). Where a Delegation has been made, You confirm that:

(i) the Administrator has been delegated the authority to, independently, apply for, allocate and manage the Additional Payment Services on Your behalf;

(ii) the Administrator may do in Your name and on Your behalf everything necessary or expedient, including signing documents, to give effect to the Delegation;

(iii) all acts, matters and things done by the Administrator in exercising their powers under the Delegation will be as good and valid as if they had been done by You;

(iv) You agree to ratify and confirm everything the Delegate does in exercising their powers under the Delegation;

(v) it is your responsibility to immediately inform NAB of any changes to the Delegation including the revocation or replacement of the Delegation; and

(vi) you are liable for any actions undertaken under the Delegation except to the extent it is due to NAB's fraud, misconduct, or unlawful or negligent acts or omissions.

Notes:
We will advise your Administrator of the new services and functionality introduced to NAB Connect and NAB will add, remove or change Access to services and/or accounts where necessary to ensure new functionality is readily available.

In circumstances where Dual Administration is activated and You want to allow Your Administrator to be able to perform self-service amendment functions for NAB Connect, You should elect a minimum of two Administrators to be authorised for self-service functions. For self-service amendments to be enacted in this scenario, authorisation from at least two Administrators will be required in order to approve the self-service amendment request.

The Delegation can be made using the NAB Connect amendment form or any other form approved by NAB. Where an Administrator has been granted the right to apply for, allocate and manage additional services (available through NAB Connect), including Additional Payment Services, their ability to do so will be restricted to You and Your NAB Connect Facility. Any ability to do so does not extend to any other customer who may have granted You NAB Connect access to their accounts. The Additional Payment Services may have fees or charges associated with them.

E. Role of General Users

You agree that General Users' use of NAB Connect is subject to the following:

1. General Users do not provide instructions to NAB directly on Your behalf and do not deal with NAB directly on Your behalf. They are not Your agent for the purpose of dealing with NAB.

2. Where a General User undertakes a task on NAB Connect (including where they create, modify or cancel Payment Instructions, or create or modify beneficiary biller details and/or payment templates), they do so for the sole purpose of assisting Authorising Users and Administrators.

3. Any Payment Instructions created by General Users and which have been appropriately approved by Authorising Users and/or Administrators are considered to have been provided to NAB, on Your behalf, by the relevant Authorising Users and/or Administrators.

Where a General Users has an eligible NAB card issued in their name:

(a) they can view and manage that card within NAB Connect (such as changing their PIN, view transactions and temporarily blocking their card); and

(a) NAB is authorised to send communications to the General Users, in respect to that card, via a Message within their NAB Connect Channel.

This card functionality is only available in relation to eligible cards issued by NAB and where the functionality has been made available to the General User's NAB Connect Channel. The eligible cards may not relate to accounts or other products linked to the General User's NAB Connect Channel.

F. NAB Trade Finance Online Service Terms and Conditions

Use of the NAB Trade Finance Online Service is subject to:

(a) these Terms and Conditions; and

(b) the NAB Digital Business Channels Terms and Conditions.

1. Meaning of words

Unless otherwise provided, words which are defined in the NAB Connect Terms and Conditions have the same meaning in this document and, for the avoidance of doubt, "Message" in the NAB Connect Terms and Conditions includes Trade Instructions and "Service" in the NAB Connect Terms and Conditions includes the NAB Trade Finance Online Service.

NAB Trade Finance Online Service means the electronic service provided through NAB Connect used to provide Trade Instructions and through which Trade Information is made available.

Trade Information means information pertaining to those of Your Trade Finance transactions which NAB makes available to You through the NAB Trade Finance Online Service.

Trade Instruction means an instruction to NAB in relation to the preparation and/or processing of a particular Import or Export Letter of Credit, Import or Export Collection, or Trade Refinance item or any other trade-related document in relation to which NAB may agree to accept instructions via the Service from time to time.

2. Use of the Service

2.1 You must nominate, in a form acceptable to us, the Authorising Users that You wish to enable to authorise Trade Instructions through the Service. You must also nominate the total number of Authorising Users required to authorise each individual Trade Instruction. For example, You may specify that each individual Trade Instruction requires authorisation by two Authorising Users in order to be processed.

2.2 You authorise NAB to act upon Trade Instructions which appear to have been authorised by the requisite number of Your Authorising Users and You agree that, in doing so, NAB will not in any way be liable for any loss or damage You suffer or incur as a result of effecting those Trade Instructions (except to the extent any loss or damage is caused by NAB's fraud, negligence or misconduct). In these circumstances, acting reasonably, NAB is under no duty to make any inquiry as to whether those Trade Instructions have in fact been so issued by You or with Your authority. NAB will also not be liable to You if NAB acts on International Trade Instructions which are the result of forgery, fraud or error or are given in excess of the authority of Your personnel issuing the same (except in circumstances of NAB's fraud, negligence or misconduct).

2.3 NAB shall not be obliged to act upon any Trade Instruction which appears, in NAB's reasonable opinion, to be contrary to any applicable law, regulation, government, court or regulatory body's order, rule, or direction, or in circumstances which NAB deems inadvisable to effect such instructions.

2.4 You will obtain all necessary governmental approvals and comply with all requirements (including those relating to taxation and exchange control), as may be reasonably necessary from time to time in relation to any Trade Instruction issued or processed using the Service.

3. Processing Instructions

3.1 You acknowledge that:

(a) a Trade Instruction may not be effected on the same day on which it is received by NAB; and

(b) Trade Instructions will be batched at various intervals during any Business Day, as determined by NAB from time to time; however, should any Trade Instruction be received by NAB after any predetermined cut-off Time, the Trade Instruction may not be processed until the following Business Day.

4. Fees and Charges

You must pay all applicable fees and charges as set out in the NAB Connect Fees and Charges Schedule and the "Guide to Fees and Charges for International Trade Services."

G. Invoice Finance Service Terms and Conditions

Use of the Invoice Finance Service is subject to:

(a) these Terms and Conditions; and

(b) the NAB Digital Business Channels Terms and Conditions, including this Schedule.

1. Meaning of words

Unless otherwise provided, words which are defined in the NAB Digital Business Channels Terms and Conditions have the same meaning in these Invoice Finance Service Terms and Conditions.

Invoice Finance Information means information, including transaction details, in relation to Your NAB Invoice Finance Facility, which is made available to You through the Invoice Finance Service.

Invoice Finance Service means the electronic service provided through NAB Connect which provides You, and Authorising Users nominated by You, with the ability to access and operate Your NAB Invoice Finance Facility. It is a "Service" for the purposes of the NAB Digital Business Channels Terms and Conditions.

NAB Invoice Finance Facility means a separate facility that We may make available to You (which may or must be accessed through the Invoice Finance Service) under which We may, among other things, purchase certain debts from You.

2. Use of the Invoice Finance Service

2.1 You must nominate, in a manner acceptable to Us, each Authorising User who is to be authorised to use the Invoice Finance Service, and one Administrator in connection with the Invoice Finance Service.

2.2 Your Administrator may, and is authorised by You to, request the appointment, removal or suspension of Authorising Users and allocate to and change an Authorising User's usage rights in relation to the Invoice Finance Service. You may change Your Administrator in connection with the Invoice Finance Service by giving us at least 5 business days' prior written notice.

2.3 Without limiting clause 16 of Part A of the NAB Digital Business Channels Terms and Conditions, acting reasonably, We are authorised to act on every Message We receive through the Invoice Finance Service which appears to have been sent by You or on Your behalf, without further reference or notice to, or consent from, You, regardless of the actual identity or authority of the person accessing and operating the Invoice Finance Service or sending the Message.

2.4 We will provide you with the ability to retrieve and download Invoice Finance Information through the Invoice Finance Service. Once Invoice Finance Information is retrieved and downloaded by You, We can no longer verify its integrity.

H. PayID creation and maintenance

1. About PayID

1.1. PayID is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of a BSB and account number. Once a PayID is created, any payments which a person makes to that PayID will be directed to the account to which that PayID is linked ('the Linked Account').

1.2. Unless You have elected otherwise, Your Administrator can determine which of Your Users will have authority to create, manage, lock, transfer and close Your PayIDs.

1.3. You are not obliged to create or use a PayID for Your account. You can continue to operate Your account without a PayID, in which case payments to Your account will require Your BSB and account number.

1.4. Each PayID can only be linked to one account at a time, but an account can have multiple PayIDs linked to it.

2. Creating and maintaining Your PayID

2.1. Creating Your PayID

(a) You can create and maintain Your PayID through NAB Connect. We will not create a PayID for You without Your prior consent.

(b) In creating a PayID, You represent and warrant that:

(i) You own or are otherwise authorised to use the PayID;

(ii) the PayID is current, accurate and complete; and

(iii) You agree to Your PayID being registered in the PayID service.

(c) We can refuse Your request to create a PayID where:

(i) We have not yet completed verifying Your identity; or

(ii) We are not satisfied that You own or are otherwise authorised to use that PayID; or

(iii) We reasonably believe that the PayID is or has been or will be used for a fraudulent purpose; or

(iv) We are required to do so by law or by the operator of the New Payments Platform; or

(v) the PayID is already created.

(d) Where Your attempt to create a PayID fails because that PayID is already created by someone else in the PayID service, We will try to assist to resolve this by contacting the financial institution or other entity that registered that PayID, who is then required to contact the customer to which the PayID is registered to establish if that customer has the right to use the PayID. If that person cannot establish that they are the rightful owner of the PayID, their financial institution is required to close that PayID.2.2.
PayID Name

A PayID Name must be registered with Your PayID. When You create Your PayID, We will either:

(a) issue You a PayID Name; or

(b) enable You to select Your own PayID Name from a list We provide You.

We will not permit selection of a PayID Name that We consider could mislead or deceive a payer into sending You NPP Payments intended for another payee.

2.3. Privacy and disclosure

(a) By creating Your PayID You acknowledge that You consent to Our recording of Your PayID, PayID Name and account details in the PayID service to enable payers to make NPP Payments to You, and to the extent that such recording and use constitutes a disclosure and use of personal information within the meaning of the Privacy Law, consent to that disclosure and use.

(b) Disclosure of PayID Name and PayIDs to third parties

To help payers identify who they are paying, Your PayID Name may be displayed alongside Your PayID to any person that enters Your PayID as the address for an intended payment. For example, if Your mobile number is Your PayID, then any person who enters Your mobile number in the payee address field of their internet banking may see Your PayID Name attached to that mobile number.

(c) PayID and joint accounts

Where You hold a joint account, other accountholders may be able to see messages and notifications associated with payments and other messages addressed to Your PayID.

2.4. Transferring Your PayID to a different account

(a) You can transfer Your PayID to another account with us, or to an account with another financial institution. You can do this through the 'Update PayID' function in NAB Connect.

(b) A transfer of Your PayID to another account with us will generally be effective immediately.

(c) A transfer of Your PayID to another financial institution is completed by that institution. You will need to follow that financial institution's PayID creation process.

(d) Until the transfer is completed, payment to Your PayID will continue to be directed to Your current Linked Account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and Your PayID will remain with Your current Linked Account. You can try to transfer Your PayID again at any time.

2.5. Maintaining PayID details

(a) You must keep Your PayID details current, accurate and complete.

(b) You must close your PayID immediately if You no longer own or have authority to use Your PayID.

2.6. Locking Your PayID

(a) You may wish to temporarily stop payments to Your PayID. You can do this by locking Your PayID through the 'Update PayID' function in NAB Connect.

(b) We can lock Your PayID at any time without notice if We reasonably believe that Your PayID has been used for fraudulent purposes.

(c) You will not be able to transfer your PayID or receive payments addressed to Your PayID while Your PayID is locked.

2.7. Closing a PayID

(a) You can close Your PayID through the 'Update PayID' function in NAB Connect. Closing a PayID results in removal of Your PayID from the PayID service.

(b) We can close Your PayID where:

(i) We are not satisfied that You own or are otherwise authorised to use that PayID; or

(ii) We reasonably believe that the PayID is or has been used for a fraudulent purpose; or

(iii) Your PayID has remained locked for a period that We reasonably consider to be excessive; or

(iv) We are required to do so by law or by the operator of the New Payments Platform.

(c) We will automatically close Your PayID if the Linked Account for that PayID is closed.

I. BPAY Payments

NAB Connect can be used to make Bpay Payments. The following terms and conditions apply to Bpay Payments made through NAB Connect.

1. Meaning of Words and Interpretation

Biller has the meaning given to it in clause 2.1.

BPAY means BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street, Sydney, New South Wales 2000. Telephone (02) 8252 0500.

BPAY Payment means a payment effected through the BPAY Scheme as a result of Us carrying out Your BPAY Payment Instruction.

BPAY Payment Instruction means a Payment Instruction from You to Us to credit the account of a Biller using the BPAY Scheme.

Business Day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Cardlink Services Limited ABN 60 003 311 644, 3 Rider Boulevard, Rhodes NSW 2138. Telephone (02) 9646 9222.

Source Account means the account You have nominated to be debited with the amount of a BPAY Payment Instruction.

2. BPAY Payments Service

2.1 We are a member of the BPAY Scheme.

The BPAY Scheme is an electronic payments scheme through which You can ask Us to make payments on Your behalf to organisations ("Billers") who tell You that You can make payments to them through the BPAY Scheme (BPAY Payments).

We will tell You if We are no longer a Member of the BPAY Scheme.

2.2 When You tell Us to carry out a BPAY Payment Instruction, You must give Us the information specified in clause 5.1 below and any other information We request through Your NAB Channel. We will then debit the Source Account with the value of that BPAY Payment Instruction.

3. How to use the BPAY Scheme

3.1 BPAY Payments can be made from a Source Account provided:

(a) We will allow transfers from that Account where;

(i) there are sufficient cleared funds (as described in clause 19 of the NAB Digital Business Channels Terms and Conditions) available in the Source Account to meet the value of the BPAY Payment Instruction; or

(ii) We choose to provide the necessary cleared funds to You (in accordance with clause 19) to enable the BPAY Payment Instruction to be processed; and

(b) the BPAY Payment Instruction is authorised, by an Authorisation Method that You have agreed We can use as evidence to authenticate that Payment Instruction as being sent with Your authority, before the Cut-Off Time for the Business Day on which You state it is to be processed.

3.2 In addition to these BPAY Payments Service Terms and Conditions You must comply with the terms and conditions applying to the Source Account from which You request Us to debit the value of a BPAY Payment Instruction.

These BPAY Payments Service Terms and Conditions prevail over the terms and conditions that apply to the Source Account to the extent of any inconsistency between them.

3.3 When You use a credit card to pay a bill through the BPAY Scheme, We treat that payment as a credit card purchase transaction.

3.4 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between You and that Biller.

4. Valid Payment Instruction

4.1 We will treat Your BPAY Payment Instruction as valid if it is authorised by an Authorisation Method as described in clause 3.1(b) and the BPAY Payment is otherwise in accordance with these BPAY Payments Service Terms and Conditions.

5. Information You must give Us

5.1 The information You must give Us to enable Us to carry out Your BPAY Payment Instruction is the information requested by Us through Your NAB Channel. This information includes the appropriate Biller code, customer reference number and amount to be paid.

5.2 We:

(a) are not obliged to; and

(b) may not be able to carry out Your BPAY Payment Instruction if You do not give Us all of the information referred to in clause 5.1 or if any of the information You give Us is inaccurate or incorrect.

6. Payments

6.1 We will not accept an order from You to stop a BPAY Payment Instruction if You have authorised the Instruction in accordance with these BPAY Payments Service Terms and Conditions and We have started to process it.

6.2 You should notify Us immediately if You:

- become aware of any delays or mistakes in processing Your BPAY Instruction;
- did not authorise a BPAY Payment Instruction that appears to have been made by You; or
- think that You have been fraudulently induced to send Us a BPAY Payment Instruction for processing.

6.3 You must be careful to ensure that You tell Us the correct amount You wish to pay. If You instruct Us to carry out a BPAY Payment Instruction that has been authorised by You in accordance with the requirements of the Payment Services (Domestic and International Payments) Terms and Conditions set out in clauses 18 through to 21, and We have carried out Your instruction but You later discover that the amount You told Us to pay was less than the amount You needed to pay, You can send another BPAY Payment Instruction for the difference between the amount actually paid to a Biller and the amount You needed to pay.

7. Liability – Mistaken Payments, unauthorised transactions and fraud

7.1 We will attempt to make sure that Your BPAY Payment Instructions are processed promptly by the participants in the BPAY Scheme, including those Billers to whom Your BPAY Payments are to be made. You must immediately tell Us if any of the matters specified in clause 6.2 occurs.

We will attempt to rectify any such matters in relation to Your BPAY Payment Instructions in the way described in this clause 7.1. However, except as set out in this clause 7.1 and clause 6, We will not be liable for any loss or damage You suffer as a result of using the BPAY Scheme, except to the extent Our own misconduct, fraud or negligent or unlawful acts or omissions cause such loss or damage.

The longer the delay between when You tell us of the error and the date You authorised Your BPAY Payment Instruction, the more difficult it may be to perform any error correction. For example, We or Your Biller may not have sufficient records or information available to investigate the error. If this is the case, You may need to demonstrate that an error has occurred, based on Your own records, or liaise directly with the Biller to correct the error.

Mistaken Payments

7.2 If a BPAY Payment is made to a person, or for an amount, which is not in accordance with Your BPAY Payment Instructions (if any), and the Source Account was debited for the amount of that payment, We will credit that amount to the Source Account. However, if You were responsible for a mistake, resulting in that payment and We cannot recover the amount of that payment from the person who received it within 20 Business Days of Us attempting to do so, You must pay Us that amount.

Unauthorised Payments

7.3 If a BPAY Payment is made in accordance with a BPAY Payment Instruction, which appeared to Us to be from You or on Your behalf (because the appropriate Authorisation Method was used) but for which You did not give Your authority, We will credit the Source Account with the amount of that unauthorised payment. However, You must pay Us the amount of that unauthorised payment if:

(a) We cannot recover within 20 Business Days of Our attempting to do so, that amount from the person who received it; and

(b) the BPAY Payment was made as a result of a BPAY Payment Instruction and Your User did not comply with Our prescribed security procedures (including those concerning the relevant Authorisation Method) for using Your NAB Channel for such BPAY Payment Instructions.

Fraudulent Payments

7.4 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund You the amount of the fraud-induced payment. However, if that person does not refund You the amount of the fraud-induced payment, You must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund You the amount of the fraud-induced payment.

Resolution principles

7.5 If a BPAY Payment You have made falls within the type described in clause 7.3 and also clauses 7.2 or 7.4, then We will apply the principles stated in clause 7.3.

If a BPAY Payment You have made falls within both the types described in clauses 7.2 and 7.4, then We will apply the principles stated in clause 7.4.

No "chargebacks"

7.6 Except where a BPAY Payment is a mistaken payment referred to in clause 7.2, an unauthorised payment referred to in clause 7.3, or a fraudulent payment referred to in clause 7.4, BPAY Payment Instructions that We have carried out and have resulted in BPAY Payments being made are irrevocable. No refunds will

be provided through the BPAY Scheme where You have a dispute with the Biller about any goods or services You may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

Important Even where Your BPAY Payment has been made using a credit card or a charge card, no "chargeback" rights will be available under the card scheme rules.

Indemnity

7.7 You indemnify Us against any loss or damage We may suffer due to any claim, demand or action of any kind brought against Us arising directly or indirectly because You or any of Your Users:

(a) did not observe any of Your obligations under these BPAY Payments Service Terms and Conditions or under the remaining Channel Documentation; or

(b) acted negligently or fraudulently in connection with these BPAY Payments Service Terms and Conditions except to the extent any loss or damage is caused by Our fraud, negligence or misconduct.

Biller Consent

7.8 If You tell Us that a BPAY Payment made from the Source Account is unauthorised, You must first give Us Your written consent addressed to the Biller who received that BPAY Payment, consenting to Us obtaining from the Biller information about Your account with that Biller or the BPAY Payment, including Your customer reference number and such information as We reasonably require to investigate the BPAY Payment. If You do not give Us that consent, the Biller may not be permitted under law to disclose to Us the information We need to investigate or rectify that BPAY Payment.

8. Suspension

8.1 Subject to our obligations under clause 11.6 of Part A, We may suspend Your right to participate in the BPAY Scheme by notice either with immediate effect or with effect from the date set out in the notice. However, if this is a Small Business Contract, We will only exercise Our rights by giving at least 30 days' notice.at any time We may suspend your participation in the Bpay Scheme if:

(a) We determine, acting reasonably, that there has been a change in Your circumstances to the extent that You are prevented or are likely to be prevented from complying with Your obligations under these BPAY Payments Service Terms and Conditions;

(b) We know or reasonably suspect that You have brought or are likely to bring the BPAY Scheme into disrepute (including if We have reason to believe that You or someone acting on Your behalf is engaged in fraudulent conduct);

(c) You are in breach of any of the terms and conditions of the Channel Documentation; or

(i) We need to prevent an anticipated breach of ay relevant law or to prevent any potentially fraudulent activity or a scam;

(d) We need to prevent an anticipated material loss to You or Us arising from the misuse or unauthorised use of the BPAY facilities;

(e) it is reasonably necessary for us to manage a risk, including a regulatory or sanctions risk.

We may exercise suspension rights under this clause for as long as it is reasonably necessary to manage any of the risks above, and you acknowledge that We may not always be able to detect and prevent fraudulent transactions and scams. We do not have to give you advance notice if it is reasonable necessary for Us to act quickly to manage a risk or comply with Our obligations under the BPAY Scheme. However, if appropriate We will give you a general reason for exercising our rights under this clause within a reasonable time of doing so.

9. When a Biller cannot process a BPAY Payment

9.1 If We are advised that Your BPAY Payment Instruction cannot be processed by a Biller, We will:

(a) advise You of this;

(b) credit the Source Account with the value of the BPAY Payment Instruction; and

(c) take all reasonable steps to assist You to have the BPAY Payment Instruction carried out as quickly as possible.

10. Account Records

10.1 You should check all Account records carefully and promptly report to Us as soon as You become aware of any BPAY Payments that You think are errors or are BPAY Payments that You did not authorise or You think were made by someone else without Your permission.

11. Privacy

11.1 If You register to use the BPAY Scheme, You:

(a) agree to Us disclosing to Billers nominated by You, and if necessary, the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

(i) such of Your personal information (for example Your name, email address and the fact that You are Our customer) as is reasonably necessary to facilitate Your registration for Your use of the BPAY Scheme;

(ii) such of Your transactional information as is reasonably necessary to process Your BPAY Payment Instructions. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution.

11.2 You must notify Us, if any of Your personal information changes and You consent to Our disclosing Your updated personal information to all other participants in the BPAY Scheme referred to in clause 11.1, as reasonably necessary.

11.3 You can request access to Your information held by Us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in these BPAY Payments Service Terms and Conditions.

11.4 If Your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process Your BPAY Payment Instruction.

J. PayID, Osko, New Payments Platform and PayTo

1. Payments

(a) You can make Osko Payments from Your eligible accounts through NAB Connect.

(b) You can make Osko Payments to a PayID or to a BSB and account number, provided that the account that You are paying is able to receive Osko Payments.

(c) If the PayID or account that You entered does not accept Osko payments, We may send the payment as another NPP Payment type. In this case, We will still send the payment in near real-time but the timing of making the funds available to the payee is at the discretion of the receiving bank.

(d) You should ensure that all information You provide in relation to any Osko Payment or other NPP Payment is correct as We will not be able to cancel an Osko Payment or other NPP Payment once it has been processed.

(e) Where You make an Osko Payment or other NPP Payment using a credit or debit card, no 'chargeback' rights will be available in relation to the payment.

(f) Some payees might not be able to receive Osko or NPP Payments, depending on their account type and their financial institution.

2. Mistaken and Misdirected Payments

Where We and the sending financial institution determine that an NPP Payment made to Your account is either a mistaken internet payment or a payment made in error, We may, without Your consent, and subject to complying with any other applicable terms and conditions, deduct from Your account an amount equal to that mistaken internet payment or payment made in error. A payment made in error includes a fraudulent payment, an over payment, duplicate payment, payment error made by Us or a Misdirected Payment.

3. Transaction Limits

We may impose limits on the value of any Osko Payment, or the aggregate value of Osko Payments or other NPP Payments permitted over a particular period. These limits may be different from limits that apply to other payment types.

4. Suspension and termination

(a) Subject to our obligations under clause 11.6 of Part A, We may suspend Your ability to make Osko Payments or other NPP Payments at any time where We believe on reasonable grounds that it is necessary to do so to:

(i) prevent an anticipated material loss to NAB or You arising from the misuse or unauthorised use of the service

(ii) prevent an anticipated breach of any relevant law or to prevent any potentially fraudulent activity or a scam;

(iii) for Us to manage a risk, including a regulatory or sanctions risk.

We may exercise suspension rights under this clause for as long as it is reasonably necessary to manage any of the risks above, and You acknowledge that We may not always be able to detect and prevent fraudulent transactions and scams. We do not have to give you advance notice if it is reasonably necessary for Us to act quickly to manage a risk or comply with our obligations under the BPAY Scheme.

However, if appropriate We will give You a general reason for exercising our rights under this clause within a reasonable time of doing so.

(b) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.

(c) We will be required to terminate the Osko service if Our membership of BPAY or Our participation in Osko is suspended, ceases or is cancelled. We will provide You with as much notice as possible if this occurs.

5. Privacy and confidentiality

(a) In order to provide You with services under Osko, We may need to disclose Your Personal Information to BPAY and/or its Service Providers. If We do not disclose Your Personal Information to BPAY or its Service Providers, We will not be able to provide You with services under Osko.

(b) Accordingly, You agree to Our disclosing to BPAY, its service providers and such other participants involved in Osko such Personal Information relating to You as is necessary to facilitate the provision of Osko to You.

K. PayTo® Agreements

1. Meaning of words

Unless otherwise provided, words which are defined in the NAB Digital Business Channels Terms and Conditions have the same meaning in these PayTo Agreements Terms and Conditions.

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

'Direct Debit' means an arrangement authorised by You to debit Your account through BECS.

'Direct Debit Service agreement' means the agreement You've signed to enable Direct Debits to be processed from Your Account.

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

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

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

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

'Our Intellectual Property' has the meaning as given in clause K, clause 11(a)(xi).

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

'PayTo Agreement' means an agreement established by You and an approved Merchant or Payment Initiator, by which You authorise Us to make payments from Your Account.

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

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

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

2. Application of these terms & conditions and eligibility

(a) The terms in this clause K apply if Your NAB Connect facility provides You with access to PayTo and PayTo is made available to You.

(b) PayTo is a single authority service even if Your NAB Connect facility is dual authorisation. This includes where You amend Your NAB Connect facility to be a dual authorisation, PayTo will continue to be available to You as a single authority service.

(c) Where PayTo is enabled on your NAB Connect facility, all entities within that facility will have access to PayTo.

(d) To establish a PayTo Agreement, You must have an eligible Account and access to PayTo has to be assigned to Users:

(i) Administrators may view and if enabled, authorise PayTo Agreements and can assign access to other Users;

(ii) Authorising User can view, approve/decline and manage (e.g. cancel) PayTo Agreements; and

(iii) General Users can view PayTo Agreements only but not take any action.

(e) For more information on eligibility, including eligible accounts, view **nab.com.au/paytoeligibility**.

3. Creating a PayTo Agreement

(a) PayTo allows You to establish and authorise agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

(b) If You establish a PayTo Agreement with a Merchant or Payment Initiator that offers PayTo:

(i) You'll be required to provide the Merchant or Payment Initiator with Your information including BSB and account number or PayID (if available).

(ii) Any information or data You provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

(iii) The Merchant or Payment Initiator may require You to agree to additional terms and conditions related to the supply of their goods or services. Should You enter into a contract with the Merchant or Payment Initiator for the provision of goods or services, that contract is separate to the PayTo Agreement.

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(c) PayTo Agreements are recorded by Financial Institutions in the Mandate Management Service. The Merchant or Payment Initiator is responsible for creating and submitting a record of each PayTo Agreement to their Financial Institution for inclusion in the Mandate Management Service.

(d) The Mandate Management Service will notify Us of the creation of any PayTo Agreement established using Your BSB and account number or PayID (if available) details.

(e) Where the PayTo Agreement meets our eligibility criteria, You'll be requested to authorise or decline each PayTo Agreement presented for Your approval:

(i) If You authorise it, We'll record Your authorisation against the PayTo Agreement in the Mandate Management Service and the PayTo Agreement will be activated.

(ii) If You decline it, We'll record Your decline against the PayTo Agreement in the Mandate Management Service and the PayTo Agreement will not be activated. Declining a PayTo Agreement may not cancel Your obligations to the Merchant or Payment Initiator. You might need to make alternative payment arrangements to meet Your obligations. Declining the PayTo Agreement may result in You not receiving goods or services and the Merchant or Payment Initiator may impose fees.

(f) You'll need to authorise a PayTo Agreement within 6 calendar days. If You don't authorise the agreement within that time, the PayTo Agreement creation request will expire and You'll no longer be able to authorise it. A Merchant or Payment Initiator may recall the request any time before You authorise it or it expires.

(g) If You believe the payment amount or frequency or other detail presented in a PayTo Agreement is incorrect, You should decline the PayTo Agreement and contact the Merchant or Payment Initiator and, where appropriate, have them change and re-send a new PayTo Agreement request.

(h) You should regularly check Your NAB Connect channel for requests in relation to PayTo Agreements.

4. Processing Payments

(a) Once You've authorised a PayTo Agreement, We'll process the payment instructions stated in the PayTo Agreement.

(b) Payment instructions may be submitted to Us for processing immediately after You've authorised the PayTo Agreement so You must ensure the details of the PayTo Agreement are correct before You authorise them.

(c) Payments under Your PayTo Agreements will be processed as NPP Payments.

(d) You acknowledge that not all accounts and payment types support PayTo Agreements. For eligible accounts, refer to clause 2.

(e) The ability for a Merchant or Payment Initiator to create a PayTo Agreement with You depends on various factors such as the Merchant or Payment Initiator's Financial Institution and on the type of payment to be made.

(f) Payments may be processed on any day, at any time of day following a request from the Merchant or Payment Initiator's Financial Institution unless a date or time is specified in Your PayTo Agreement by the Merchant or Payment Initiator. You should ensure that You have sufficient funds available throughout the day to satisfy payments for Your PayTo Agreements.

(g) There may be circumstances where NAB may not be able to process Your PayTo payment, for example, You don't have sufficient funds in the Account.

(h) Where the payment has failed due to insufficient funds in Your Account, the Merchant or Payment Initiator may attempt to deduct the payment from Your Account several times following the payment failure. If attempted, the timing and frequency of each retry is at the discretion of the Merchant or Payment Initiator.

(i) Payments can only be processed where the Account or PayID (if available) specified in the PayTo Agreement is open and accessible for the purpose of processing debit transactions. If Your Account or PayID (if available) is not accessible for any reason at the time of payment, the payment will fail.

(j) Where a PayTo Agreement specifies payments are to be made as a particular NPP Payment type (such as Osko),

(i) We'll process Your payments as that payment type where it is supported by Us.

(ii) if the payment type isn't supported by Us, the PayTo Agreement payment will be rejected.

(iii) if We no longer offer that payment type after you enter into the PayTo agreement, You may be required to enter into a new PayTo Agreement with a supported payment type.

(k) Where a PayTo Agreement doesn't specify a particular NPP Payment type, We will send the payment as one of the available NPP Payment types as selected by Us. In this case, We'll still

send the payment in near real-time but the timing of making the funds available to the recipient is at the discretion of the receiving bank.

5. Changing a PayTo Agreement

(a) The Merchant or Payment Initiator may request changes to an existing PayTo Agreement from time to time. Such changes may include a variation of the payment amount, where a fixed amount is specified in the PayTo Agreement, or the payment frequency.

(b) You may authorise or decline any change request presented for Your approval. If You decline the request, the change will not be made. A declined change request will not affect the PayTo Agreement and payments will continue as previously authorised unless further action is taken to change the PayTo Agreement.

(c) Change requests which are not authorised or declined within 6 calendar days of being sent to You, will expire. If You don't authorise or decline the change request within this period, the change request will be deemed to be declined.

(d) If You decline the change request because it doesn't reflect the updated terms of the agreement that You've agreed with the Merchant or Payment Initiator, You may contact them and have them resubmit the change request with the correct details.

(e) We may offer the ability for You to change Your PayTo Agreement. If this is available, once a PayTo Agreement has been established, You may change Your name or Account details in the PayTo Agreement only. Account details may only be replaced with a BSB and account number of an eligible Account or PayID (if available). If You wish to change the account details to refer to an account with another Financial Institution, where available, You may initiate a Transfer instruction. Refer to clause 7. You may not request Us to change the details of the Merchant or Payment Initiator, or any other party that is associated with Your PayTo Agreement.

(f) Once a change request has been confirmed by You, We'll promptly update the Mandate Management Service with this information and any changes You've authorised will then be deemed effective.

(g) We may decline to act on the instruction to change Your PayTo Agreement if We're not reasonably satisfied that the request is legitimate.

6. Pausing Your PayTo Agreement

(a) We may offer the ability to pause and resume Your PayTo Agreement. If this is available, You may instruct Us to pause and resume Your PayTo Agreement. We'll act on Your instruction to pause or resume Your agreement promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's Financial Institution of the pause or resumption.

(b) During the period that the PayTo Agreement is paused, We'll not process payment instructions in connection with the PayTo Agreement.

(c) Pausing a PayTo Agreement without alternative payment arrangements may result in You not receiving goods or services and the Merchant or Payment Initiator imposing fees.

(d) Merchants and Payment Initiators may pause and resume any PayTo Agreement with You.

7. Transferring Your PayTo Agreement

(a) We may offer the ability to Transfer Your PayTo Agreement. If this is available:

(i) You may elect to have payments under Your PayTo Agreement made from an account at another Financial Institution. You may initiate the Transfer with Us and We'll provide You with a Transfer ID to provide to Your new Financial Institution to enable them to complete the Transfer.

(ii) Your new Financial Institution will be responsible for having You authorise the Transfer and also updating the PayTo Agreement in the Mandate Management Service. The updated PayTo Agreement will become effective upon being updated in the Mandate Management Service.

(iii) Until the Transfer is completed, the PayTo Agreement will remain linked to Your Account with Us. If the other Financial Institution does not complete the Transfer within 14 calendar days, the Transfer will be deemed ineffective and payments under the PayTo Agreement will continue to be made from Your Account with Us.

(b) We may offer the ability to Transfer a PayTo Agreement that You have with another Financial Institution to Us. If this is available:

(i) You'll need to obtain a Transfer ID from that institution and provide it to Us. Where You instruct Us to process the Transfer from another Financial Institution to Us, We'll use

reasonable endeavours to do so within 14 calendar days from receiving Your instruction.

(ii) If We're unable to complete the Transfer within 14 calendar days from the time Your other Financial Institution provides You with a Transfer ID, the Transfer will be deemed ineffective and the payments under the PayTo Agreement will continue to be made from Your account with the other Financial Institution.

(iii) We don't guarantee that all PayTo Agreements will be transferrable to Us.

8. Cancelling Your PayTo Agreement

(a) You may instruct Us to cancel a PayTo Agreement on Your behalf. We'll act on Your instruction promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's Financial Institution of the cancellation.

(b) If You cancel Your PayTo Agreement on the date that a payment is due, but after the payment has been processed, You accept the payment will have been made and not be recoverable.

(c) Cancellation of Your PayTo Agreement doesn't cancel any obligations You may have with the Merchant or Payment Initiator. You may need to contact the Merchant or Payment Initiator to ensure any future obligations with them are cancelled or to make alternative payment arrangements. Cancelling a PayTo Agreement without alternative payment arrangements may result in You not receiving goods or services and the Merchant or Payment Initiator imposing fees.

(d) Merchants and Payment Initiators may cancel PayTo Agreements.

(e) Once a PayTo Agreement is cancelled, payments will cease and You'll not be able to resume the PayTo Agreement.

(f) We may cancel Your PayTo Agreements at any time where We believe on reasonable grounds that it is necessary to do so to prevent loss to Us or You, including where We suspect that the service is being used or will be used for fraud.

9. Migration of Direct Debit arrangements

(a) Merchants and Payment Initiators who have existing Direct Debit arrangements with You may migrate these arrangements to PayTo Agreements (a Migrated Direct Debit).

(b) You're entitled to written notice from the Merchant or Payment Initiator for any migration of Your Direct Debits and changed processing arrangement as specified in Your Direct Debit Service agreement. If You don't consent to the migration of the Direct Debit arrangement You must advise the Merchant or Payment Initiator.

(c) We're not obliged to provide You notice of a Migrated Direct Debit for You to accept or decline.

(d) When a Migrated Direct Debit is established, a period of 5 full calendar days will lapse before the first payment can be processed in accordance with the Migrated Direct Debit.

(e) Once a Migrated Direct Debit is established, payments will be processed in accordance with the relevant PayTo Agreement and these terms, and You can manage it like other PayTo Agreements.

(f) For the avoidance of doubt, a Migrated Direct Debit may be received and payments can commence as long as there is a valid account linked to the agreement and the eligibility criteria in clause 2 is met.

10. Liability

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

(a) We fail to deliver a PayTo Agreement where You don't have an eligible Account, PayID (if available) or access to NAB Connect;

(b) We've acted consistently with a PayTo Agreement authorised by You or a Migrated Direct Debit;

(c) We've acted in accordance with Your instructions, or You fail to promptly give Us instructions, in relation to a PayTo Agreement including authorising, declining, pausing, resuming, cancelling and completing the transfer of an agreement;

(d) We're unable to process a payment under a PayTo Agreement, including but not limited to, where there are insufficient funds in Your Account or Your Account is closed, or blocked an applicable limit would be exceeded, or the relevant PayID (if available) has been de-registered or locked or linked to an ineligible Account;

(e) We pause or cancel a PayTo Agreement because We reasonably suspect there's a risk of misuse, fraud, breach of security, or loss to Us or You've failed to confirm the details of a PayTo Agreement after being requested to do so by Us;

(f) a Merchant of Payment Initiator pauses or cancels a PayTo Agreement;

(g) We're unable to access the Mandate Management Service or process a payment under a PayTo

Agreement because of the unavailability of the service or our inability to access it, except to the extent the loss is caused by our fraud, wilful misconduct or gross negligence.

Your liability for unauthorised PayTo payments will be governed by the provisions of clause 6 of Part A – General Terms and any relevant underlying product (account) terms and conditions.

11. General

(a) Your responsibilities

(i) You must ensure that You carefully consider any PayTo Agreement creation request, or change request made in respect of Your PayTo Agreement. This includes ensuring You're familiar with the particulars of the agreement including the Merchant or Payment Initiator.

(ii) You must notify Us immediately if You no longer hold or have authority to operate the Account from which a payment under a PayTo Agreement has been or will be made.

(iii) You're responsible for ensuring Your Account or PayID (if available) specified in a PayTo Agreement from which You expect payments to be made, is not closed or de-registered.

(iv) You're responsible for ensuring Your PayID (if available) specified in a PayTo Agreement from which You expect payments to be made is not transferred to another Account or Financial Institution.

(v) You must promptly respond to any notification that You receive from Us regarding the pausing or cancellation of a PayTo Agreement for misuse, fraud or for any other reason by calling Us on 13 10 12.

(vi) You're responsible for ensuring that You comply with the terms of any agreement that You've agreed with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that You're responsible for any loss that You incur in connection with the cancellation or pausing of a PayTo Agreement by You which is in breach of any agreement, contract or future obligation that You've with that Merchant or Payment Initiator.

(vii) You're responsible for ensuring that You have cleared sufficient funds in Your Account to meet the requirements of all Your PayTo Agreements. Subject to any applicable laws and binding industry codes, We'll not be responsible for any loss You incur as a result of Your Account having insufficient funds.

(viii) If You receive a PayTo Agreement creation request or become aware of payments being processed from Your Account that You're not expecting or experience any other activity that appears suspicious or erroneous, please report such activity by calling Us on 13 10 12. You can also call this number to dispute a transaction.

(ix) From time to time You may receive a notification from Us requiring You to confirm that all of Your PayTo Agreements and Migrated Direct Debits are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in Us pausing or cancelling Your PayTo Agreements or Migrated Direct Debits.

(x) Your usage, establishment and management of PayTo Agreements and Migrated Direct Debits are subject to the NAB Digital Business Channels Terms and Conditions. You're responsible for ensuring that:

(1) all data You provide to Us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;

(2) You don't use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person.

(xi) All intellectual property, including but not limited to PayTo and all associated documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to You a royalty free, non-exclusive license (or where applicable, sub-license) for the period during which We offer PayTo to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement.

(xii) Where an intellectual property infringement claim is made against You, We'll have no liability to You under this agreement to the extent that any intellectual property infringement claim is based upon:

(1) modifications to Our Intellectual Property by or on behalf of You in a manner that causes the infringement;

(2) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;

(3) Your failure to use corrections or enhancements to Our Intellectual Property that are made available to You (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and

(4) Your failure to use Our Intellectual Property in accordance with this agreement.

(xiii) You must comply with all applicable laws in connection with Your use of PayTo.

(b) Our responsibilities

(i) We'll accurately reflect all information that You provide to Us in connection with a PayTo Agreement or a Migrated Direct Debit in the Mandate Management Service.

(ii) We may monitor Your PayTo Agreements or Migrated Direct Debits for misuse, fraud and security reasons. You acknowledge and consent to Us pausing or cancelling all or some of Your PayTo Agreements or Migrated Direct Debits if We reasonably suspect misuse, fraud or security issues.

(iii) We may suspend or terminate Your ability to use PayTo at any time where We believe on reasonable grounds that it is necessary to do so to prevent loss to Us or You, including where We suspect that the service is being used or will be used for fraud.

(iv) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.

(c) Privacy

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

(i) You authorise Us to collect and use Your information, including account details and information about Your PayTo Agreements and any Migrated Direct Debits under the Mandate Management Service and that We may exchange relevant information about you with the Merchant or Payment Initiator and their Financial Institution for the purposes related to these payments.

(ii) Your information may also be exchanged with the Mandate Management Service for the purposes of providing You with PayTo, including creating payment instructions and constructing NPP Payment messages and enabling Us to make payments from Your Account.

(iii) We'll handle Your information in accordance with our Privacy Policy available at **nab.com.au/privacy** (or on request). Our policy also includes information about how You may access or seek correction of personal information We hold about You and how you can make a make a privacy related complaint.