



NAB Business Products

Terms and conditions

Effective 31 October 2025

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About this booklet

This booklet forms part of the terms and conditions for NAB Business Products, Electronic Banking, along with the following documents:

- Business Banking Fees – A guide to fees and charges; and
- Indicator Rates - Deposit Products; and
- NAB Internet Banking and Telephone Banking Terms and Conditions

It's important that you read and understand these terms and conditions. They set out a number of obligations which you need to be aware of including, for example, under clause 4.18 you must promptly check your account statements and report to NAB any transactions recorded which you suspect you did not authorise or the details of which may be incorrect. Also to note is that under clause 5.3 if you overdraw an account or are overdue in making a payment to NAB, we may elect to use any of your available credit funds to correct the position and then inform you that we have done so. These documents are available from NAB at any time. If you haven't already received copies of each of these documents please contact NAB.

You can also get information about our indicator rates for NAB Business Products in the page headed 'Indicator Rates – business deposits' set out in our website at nab.com.au.

Any advice in this booklet has been prepared without taking into account your objectives, financial situation or needs. Before acting on this advice, NAB recommends that you consider whether it is appropriate for your circumstances.

Tax File Number Options

If you do not provide your Tax File Number (TFN), Australian Business Number (ABN) or advise that you are eligible for an exemption from providing a TFN or ABN, NAB may be obliged to deduct Pay As You Go (PAYG) withholding tax at the maximum marginal tax rate (plus the Medicare Levy) from any interest income you earn on your NAB Business Product. If you're a non-resident of Australia, NAB may also be obliged to deduct PAYG withholding tax.

National Australia Bank Limited ABN 12 004 044 937, Australian Financial Services Licence 230686 is the issuer of each financial product included in these terms and conditions.

Summary of Important Information

Customer service

You can contact us by:

- calling us on **13 10 12**
- visiting our website **nab.com.au**
- writing to us at Level 28, 395 Bourke Street, Melbourne, VIC 3000; or
- if you are d/Deaf, hard of hearing or have a speech communication difficulty you can contact us through the National Relay Service, and provide our contact number **13 10 12**.
- **If you do not speak English**, you can call us and say **I need an interpreter**. We will get someone to help you.

Lost/Stolen Cards/Compromised Personal Identification Numbers (PINs)

If your card is lost or stolen and/or your PIN is compromised or divulged you must immediately notify NAB and provide any information about how the loss/incident occurred by calling one of the following numbers, or using any other means NAB makes available to you.

Within Australia

- Freecall 1800 033 103 (24 hours a day – toll free)

If overseas

- NAB Debit card
International code +613 8641 9083 (Mon–Fri 8:00am – 8:00pm AEST/AEDT)
International code +613 8641 7905 (all other times)
- NAB Business Visa Debit card
Call reverse charges 24 hours a day
Visa +1 303 967 1090

Unauthorised transactions

If you believe there has been an unauthorised transaction, please notify NAB by calling **13 10 12**.

NAB PIN

You may change your PIN as frequently as you wish at selected NAB Automatic Teller Machines ('ATMs'), online through NAB Internet Banking or NAB Mobile Banking app. Refer to clause 30.5 of Part D of this booklet for further guidance on PIN selection. For a complete list of ATM locations, please contact NAB by:

- visiting **nab.com.au** or
- calling **13 10 12**.

ATM emergency

To report an ATM breakdown or malfunction, or alternatively to query a current ATM transaction (such as a card not returned by ATM, or incorrect cash disbursement), please contact NAB by:

- calling **13 10 12** or after hours, freecall **1800 036 066**.

Note: As part of NAB security procedures, transactions conducted at ATM may be photographed.

Resolving problems or disputes

For information about resolving problems or disputes, contact NAB on **1800 152 015**, or ask at any NAB outlet. For more details about our internal dispute resolution procedure please ask for our complaints resolution brochure.

If we're unable to resolve your complaint to your satisfaction, you may be able to seek assistance from the Australian Financial Complaints Authority (AFCA). The Australian Financial Complaints Authority (AFCA) provides an independent dispute resolution service and is approved by the Australian Securities and Investments Commission (ASIC) as an external dispute resolution scheme.

Financial Claims Scheme Disclosure

The Financial Claims Scheme provides a guarantee of funds deposited with an authorised deposit-taking institution (ADI) such as NAB. In the event that an ADI becomes insolvent, customers may be eligible to claim the amount of their deposits with that ADI from the scheme. Payments under the scheme are subject to a limit for each depositor.

For more information regarding the Scheme, visit the Financial Claims Scheme website at www.fcs.gov.au.

Unacceptable account conduct policy

We seek to protect our customers from harm arising from unlawful use of, or financial abuse conducted through, our Business transaction and savings accounts and electronic banking channels. We recognise financial abuse may happen to anyone and can include forms of family and domestic violence or elder abuse.

This means we'll investigate instances when we identify or are made aware that an account or electronic banking service is being used in a financially abusive manner, including:

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

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

If you're concerned about your banking safety, call our Customer Support Hub on 1300 308 175 or visit nab.com.au/banksafety

Product Comparison Table – Features and Benefits

This table is a summary of key features and benefits of NAB Business Products.

Key Information	NAB Business Everyday Account (\$0 Monthly Fee Option)	NAB Business Everyday Account (\$10 Monthly Fee Option)	NAB Business Interest Account	NAB Business Cash Maximizer	NAB Community Fee Saver Account	NAB Farm Management Account (No longer for sale)
Account Access						
ATM	✓	✓	✓	✗	✓	✓
EFTPOS	✓	✓	✓	✗	✓	✓
Internet Banking / NAB app	✓	✓	✓	✓	✓	✓
Telephone Banking	✓	✓	✓	✓	✓	✓
NAB Connect	✓	✓	✓	✓	✓	✓
Business Visa Debit Card	✓	✓	✓	✗	✓	✓
Periodical Payments	✓	✓	✓	✗	✓	✓
Direct Debit	✓	✓	✓	✗	✓	✓
Cheque Book option ⁴	✗	✗	✗	✗	✗	✗
NPP Payments	✓	✓	✓	✓ ³	✓	✓
PayTo™ ⁵	✓	✓	✓	✗	✓	✓
Returns						
Interest calculated	✗	✗	Daily	Daily	✗	Daily
Interest paid	✗	✗	Monthly	Monthly	✗	Monthly
Fee structure	See 'Business Banking Fees – A guide to fees and charges' for full details of the fee structure for each product.					
Product features						
Minimum account balance	✗	✗	✗	✗	✗	✗
Eligibility criteria	✗	✗	To open a new NAB Business Interest Account, you must be an eligible customer type or operate in an eligible industry. See clause 1.b.	Other NAB accounts and services must be held ²	To open a NAB Community Fee Saver account, you must be a not for profit organisation or community group. See clause 1.a	No longer for sale
Statements	✓	✓	✓	✓	✓	✓
Overdraft facility	✓ ¹	✓ ¹	✓ ¹	✗	✓ ¹	✓ ¹
Create PayID	✓	✓	✓	✓	✓	✓

1 Overdrafts are available to approved customers only - see clause 1.5.

2 You must have a NAB business transaction account in the same name(s), and access via an electronic NAB service (e.g. NAB Internet Banking, NAB app, NAB Connect or Telephone Banking). See clause 2.1.

3 Only for receiving payments

4 From 3 March 2023, cheque book access will only be available if you have an existing cheque book. New cheque book access cannot be requested after this date.

5 To find out the current status of account eligibility, visit nab.com.au/paytoeligibility

6 PayTo is a registered trademark of NPP Australia Limited

A Part A Terms and Conditions

- 1 **NAB Business Everyday Account (\$0 Monthly Fee Option), NAB Business Everyday Account (\$10 Monthly Fee Option), NAB Business Interest Account, NAB Farm Management Account (no longer for sale) and NAB Community Fee Saver Account (each an 'account')**

For NAB Community Fee Saver Account Only

- 1.a The NAB Community Fee Saver account is only available to not for profit organisations and community groups. NAB may request from the applicant documentation relating to its not for profit or community group status. NAB will determine in its discretion (acting reasonably) whether an applicant is a not for profit organisation or community group that is eligible for the account.

For New NAB Business Interest Accounts Only

- 1.b New NAB Business Interest Accounts are only available to customers who are in liquidation, or operate in one of the following industries:

• Property & Business Services	• Finance & Insurance	• Legal
• Real Estate	• Settlement Agents (WA)	• Strata
• Accounting	• Corporate Insolvency	

NAB may nominate any other industries or customer-types from time to time. NAB will determine in its discretion (acting reasonably) whether an applicant is an eligible customer type or operates in an eligible industry and may request supporting documentation.

How will the account work?

- 1.c The first use of the account or a card issued under the account to access funds will be taken as the Customer's acceptance to these Terms and Conditions. (Note: Your use of the account includes when you initiate any credit or debit transaction, request an overdraft for your account or when you swap from one business account to another of these business accounts. Use doesn't include when you swap from an inactive business account).

- 1.1 You may deposit any amount and you may withdraw up to the available credit funds from the account or, if the account has an overdraft facility, up to the approved overdraft limit. Proceeds of any cheque or other item will usually not be available until the cheque or other item is cleared. If we make the proceeds of a cheque or other item available prior to the cheque or other item being cleared and the cheque or other item subsequently fails to clear, we will debit the corresponding amount from your account.

- 1.2 There is no minimum account balance which must be maintained.

- 1.3 You may withdraw from the account at any NAB outlet, subject to you providing suitable identification.

1.4 NAB will only provide replacement cheque books to customers already using cheque books. New cheque book access cannot be requested after 3 March 2023.

1.5 If you apply for and NAB agrees to give you an overdraft facility with the account, the overdraft facility will be subject to NAB standard terms and conditions for the facility which will be provided to you at the time. Additionally, NAB may also at its discretion allow you to overdraw the account:

- (a) if you do not have an approved overdraft limit, to any amount permitted by NAB from time to time; or
- (b) if you do have an approved overdraft limit, to any amount permitted by NAB from time to time, beyond the amount of that limit.

If paragraph (a) applies, you may be charged overdrawn debit interest. If paragraph (b) applies, you may be charged interest in accordance with the terms and conditions of your overdraft facility. You should monitor your account balance regularly to ensure that it is not overdrawn.

What interest will I receive/pay?

1.6 Credit interest (if any) is paid on the account as follows:

- (a) for NAB Business Everyday Account (\$10 monthly Fee Option), NAB Business Everyday Account (\$0 Monthly Fee Option) and NAB Community Fee Saver Account, no credit interest is paid on the account.
- (b) for NAB Farm Management Account (no longer for sale), NAB will pay interest calculated on the daily credit balance of the account as at the end of each day (AEST/AEDT) up to and including the day before the last banking day of each month and will credit the interest to the account the next banking day. Different rates will apply to different levels of account balance. Those rates will also fluctuate. The applicable rate applies to the whole of the credit balance. Those levels of account balance and the rates applicable to them are as notified to you at the time you open your account in NAB's flyer 'Indicator Rates – Deposit Products'. We will notify you of any change to the rates and applicable account balances as required under applicable laws and industry codes. They are also available on our website at nab.com.au/rates.
- (c) for NAB Business Interest Account, NAB will pay interest calculated on the daily credit balance of the account as at the end of each day (AEST/AEDT), up to and including the day before the last banking day of each month and will credit the interest to the account the next banking day. Different rates will apply to different levels of account balance. Those rates will also fluctuate. Those levels of account balance and the rates applicable to them are as notified to you at the time you open your account in NAB's flyer 'Indicator Rates – Deposit Products'. We will notify you of any change to the rates and applicable account balances as required under applicable laws and industry codes. They are also available on our website at nab.com.au/rates.

1.7 If the account is overdrawn without an approved overdraft limit, you must put the account in credit promptly and you must pay NAB interest on the amount overdrawn at the overdrawn debit interest rate charged by NAB for the account from time to time. The overdrawn debit interest rate is set out in NAB's flyer 'Indicator Rates - Deposit Products' and available at nab.com.au. We will notify you of any change to the overdrawn debit interest rate as required under applicable laws and industry codes. It is also available on our website at nab.com.au/rates. The interest is calculated on the daily debit balance of the account as at the end of each day (AEST/AEDT) and will be charged to the account on the last banking day of each month.

How we determine your end of day balance for non-banking days

1.8 When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (for example, NPP Payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day. So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.

When will I receive statements?

1.9 NAB will provide you statements of the account at least every 3 months, unless you request otherwise.

What Bank fees are applicable to the account?

1.10 NAB may debit the account with account fees and other standard service fees, the amount and nature of which are detailed in NAB's brochure 'Business Banking Fees - A guide to fees and charges' available from NAB at any time.

General matters

1.11 Part B of these terms and conditions entitled 'General Matters' are included in these terms and conditions.

What electronic access options are available?

1.12 You may arrange for the account to be linked to your NAB Debit Card, NAB Business Visa Debit Card or your NAB personal Credit Card.

1.13 You may arrange to access the account through Telephone Banking or Internet Banking or similar service provided by NAB, such access will be governed by NAB standard terms and conditions relating to the service.

Closing your account

1.14 You or any other authorised person can request to close your account by visiting a NAB branch, calling our contact centre, contacting your banker or by written notice. If we cannot execute your request, we may advise you of further information we reasonably require to process your request. Such termination will not affect any obligation incurred by you or under these terms and conditions. Monthly fees will apply even if the account may have been opened for only part of the month and

will continue to apply until the account is closed. Any outstanding interest, fees and charges payable by you to NAB under these terms and conditions are payable upon closure. NAB may exercise its discretion, acting reasonably and in accordance with its legitimate business interests, to close an account due to unsatisfactory conduct or any other reason it deems appropriate, such as where an account that is designed for use by our business customers is being used for personal purposes. In this event, NAB will provide you at least 30 days' notice in writing. NAB may provide less notice if it is reasonable for NAB to manage a material or immediate risk or the closure is necessary due to changes in law.

2 NAB Business Cash Maximiser

How will the account work?

2.1 To operate on a NAB Business Cash Maximiser ('the account') you must, if you have not already done so:

- (a) open a NAB business transaction account ('the transaction account') in the same name(s) as the account.

The transaction account will be governed by NAB standard terms and conditions relating to the account; and

- (b) arrange Internet Banking or a similar electronic access to both the account and transaction account. Such access will be governed by NAB standard terms and conditions relating to the service.

2.2 After the first deposit has been made, you may deposit any amount, and you may withdraw any amount up to the available credit funds, from the account.

2.3 You can only make deposits to, or withdrawals from, the account by transferring funds between the account and another NAB account using an electronic NAB service.

2.4 You may not make deposits to, or withdrawals from, the account except as set out above. For example, you may not make deposits to, or withdrawals from, the account at NAB outlets, or by card, direct debit or cheque. NAB may however, at its discretion (acting reasonably), provide you with cash or a cheque for the balance of the account when the account is closed.

2.5 There is no minimum account balance that must be maintained.

2.6 You must not overdraw the account. There is no overdraft or other credit facility available with the account.

2.7 If for any reason the account is overdrawn, you must put the account in credit promptly and you will pay NAB interest on the amount overdrawn at the overdrawn debit interest rate charged by NAB for the account from time to time. The overdrawn debit interest rate is set out in NAB's flyer 'Indicator Rates – Deposit Products' and available at **nab.com.au**. You will be notified of any change to the overdrawn debit interest rate. It is also available on our website at nab.com.au/rates. The rate is

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calculated on the daily debit balance of the account as at the end of each day (AEST/AEDT) and will be charged to the account, or to the transaction account, on the last banking day of each month.

What interest will I receive?

2.8 NAB will pay interest calculated on the daily balance of the account as at the end of each day (AEST/AEDT) up to and including the day before the last banking day of each month and will credit the interest the next banking day to the account, or such other account, as you and we agree. Different rates can apply to different levels of your account balance and these rates will fluctuate. Rates are available on our website at nab.com.au/rates or as notified to you.

2.9 Different rates can apply to different levels of account balance and to accounts opened in the name of self-managed superannuation funds (for accounts opened prior to 20 July 2020 and requested by you prior to that date). Those rates will also fluctuate. The applicable rate applies to the whole of the credit balance. Those levels of account balance and the rates applicable to them are as notified to you at the time you open your account in NAB's flyer 'Indicator Rates – Deposit Products'. You will be notified of any change to the rates and applicable account balances. They are also available on our website at nab.com.au/rates. It is your responsibility to request that NAB apply its rates for self-managed superannuation funds to the account, if applicable.

How we determine your end of day balance for non-banking days

2.10 When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (for example, NPP payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day. So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.

When will I receive statements?

2.11 NAB will send you statements of the account at least 6 monthly, unless you request otherwise.

What Bank fees are applicable to the account?

2.12 No account fees are payable in relation to the account.

2.13 Other standard service fees may apply and may be debited to the account unless otherwise agreed. The amount and nature of NAB standard service fees are detailed in NAB's brochure 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.

2.14 Bank fees are payable on your transaction account in accordance with the terms and conditions of that account.

General matters

2.15 Part B of these terms and conditions entitled 'General Matters' are included in these terms and conditions.

Closing your account

2.16 You or any other authorised person can request to close your account by visiting a NAB branch, calling our contact centre, contacting your banker or by written notice. If we cannot execute your request, we may advise you of further information we reasonably require to process your request. Such termination will not affect any obligation incurred by you or under these terms and conditions. Monthly fees will apply even if the account may have been opened for only part of the month and will continue to apply until the account is closed. Any outstanding interest, fees and charges payable by you to NAB under these terms and conditions are payable upon closure. NAB may exercise its discretion, acting reasonably and in accordance with its legitimate business interests, to close an account due to unsatisfactory conduct or any other reason it deems appropriate, such as where an account that is designed for use by our business customers is being used for personal purposes. In this event, NAB will provide you at least 30 days' notice in writing. NAB may provide less notice if it is reasonable for NAB to manage a material or immediate risk or the closure is necessary due to changes in law.

3 NAB GST Business Offset Account (Farmer) (No longer for sale)

How will the account work?

- 3.1 You may deposit any amount and you may withdraw up to the available credit funds from the NAB GST Business Offset Account (Farmer) (No longer for sale) ('the account'). Proceeds of any cheque or other item will usually not be available until the cheque or other item is cleared. If we make the proceeds of a cheque or other item available prior to the cheque or other item being cleared and the cheque or other item subsequently fails to clear, we will debit the corresponding amount from your account.
- 3.2 There is no minimum account balance which must be maintained.
- 3.3 You may withdraw from the account at any NAB outlet, subject to you providing suitable identification.
- 3.4 Upon request, NAB will provide a cheque book to access your account. NAB will only provide replacement cheque books to customers already using cheque books. New cheque book access cannot be requested after 3 March 2023.
- 3.5 Before you can open this account, and at all times while it is open, you must also have a working account of a type specified by NAB, active with NAB.
- 3.6 If at any time the working account is closed, NAB GST Business Offset Account (Farmer) (No longer for sale) must also be closed.

What interest will I receive/pay?

- 3.7 The account will not earn any credit interest whilst the account remains open. The linked working account will earn credit interest in accordance with its terms and conditions.
If you have more than one working account you must tell NAB which of those working accounts is to be linked to the account.
- 3.8 If the account is part of a GST Business Offset Arrangement ('the GST offset arrangement'), the terms and conditions of the GST offset arrangement from time to time will apply.
- 3.9 If the account is overdrawn without an approved overdraft limit, you must put the account in credit promptly and you will pay NAB interest on the amount overdrawn at the overdrawn debit interest rate charged by NAB for the account from time to time.
- 3.10 The overdrawn debit interest rate is set out in NAB's flyer 'Indicator Rates – Deposit Products' and available at nab.com.au. You will be notified of any change to the overdrawn debit interest rate. It is also available on our website at nab.com.au/rates. The interest is calculated on the daily debit balance of the account as at the end of each day and will be charged to the account on the last banking day of each month.

How we determine your end of day balance for non-banking days

3.11 When determining the end of day balance on your account for the purpose of calculating interest, transactions which occur on non-banking days (for example, NPP Payments made or received on a non-banking day) are treated as having been made on the next banking day and will be recorded on your statement as having occurred on that next banking day.

So, your end of day balance for a non-banking day will be the same as the end of day balance for the preceding banking day.

GST offset arrangement (GST offset arrangement cannot be requested following 1 October 2021)

Who is eligible and how do I apply?

3.12 You may apply to NAB to participate in the GST offset arrangement. NAB may accept or reject your application at its discretion.

3.13 The GST offset arrangement is only available on certain overdraft accounts specified by NAB from time to time, details of which can be obtained from NAB. However, at any one time, only one overdraft account can be linked to the NAB GST Business Offset Account (Farmer) (No longer for sale).

3.14 A GST offset arrangement may not link an overdraft account with a NAB GST Business Offset Account (Farmer) (No longer for sale) which includes a name or names other than the name(s) in which the overdraft account is held.

3.15 While you have a GST offset arrangement, the following relevant terms relate to the calculation and payment of interest applying to:

- a NAB GST Business Offset Account (Farmer) (No longer for sale); and
- your linked overdraft account.

Offset arrangement (Offset arrangement cannot be requested following 1 October 2021)

3.16 While you have a GST offset arrangement your linked NAB GST Business Offset Account (Farmer) (No longer for sale) will not earn any credit interest even if the credit balance of that account exceeds the unpaid balance of your linked overdraft account.

3.17 You or NAB may end the GST offset arrangement by giving 7 days' notice to the other. However, if you default under your linked overdraft account, NAB may end the GST offset arrangement immediately by giving you a notice to this effect.

3.18 It is your responsibility to monitor the credit balance of the NAB GST Business Offset Account (Farmer) (No longer for sale), as against the unpaid balance of your linked overdraft account to achieve the best results for you under the GST offset arrangement.

NAB 100% Offset (NAB 100% Offset cannot be requested following 1 October 2021)

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- 3.19 The interest charges which would otherwise be payable for the month under your linked overdraft account will be calculated in accordance with the usual interest calculations for that overdraft account. For the purposes of the GST offset arrangement, monthly interest will be calculated on the credit balance of the NAB GST Business Offset Account (Farmer) (No longer for sale) at the same interest rate and interest calculation as that applied to the overdraft account. The actual debit interest charged to the working account will be the sum of the overdraft account interest calculations minus the credit interest calculations for the NAB 100% Offset Account. As stated at 3.16, in order to have an effective offset arrangement, the working account cannot earn any credit interest.
- 3.20 If the credit balance of the linked NAB GST Business Offset Account (Farmer) (No longer for sale) exceeds the unpaid balance of your linked overdraft account at the end of a day, no interest will be charged under the overdraft account for that day.
- 3.21 If the overdraft account exceeds its agreed limit:
 - (a) the rate as set out in the terms and conditions of your overdraft facility will be applied to the excess amount overdrawn regardless of any GST offset arrangement which may apply; and
 - (b) the GST offset arrangement will be applied, in accordance with clause 3.8, to the amount drawn down equal to the agreed overdraft limit.

Closing your account

- 3.22 You or any other authorised person can request to close your account by visiting a NAB branch, calling our contact centre, contacting your banker or by written notice. If we cannot execute your request, we may advise you of further information we reasonably require to process your request. Such termination will not affect any obligation incurred by you or under these terms and conditions. Monthly fees will apply even if the account may have been opened for only part of the month and will continue to apply until the account is closed. Any outstanding interest, fees and charges payable by you to NAB under these terms and conditions are payable upon closure. NAB may exercise its discretion, acting reasonably and in accordance with its legitimate business interests, to close an account due to unsatisfactory conduct or any other reason it deems appropriate, such as where an account that is designed for use by our business customers is being used for personal purposes. In this event, NAB will provide you at least 30 days' notice in writing. NAB may provide less notice if it is reasonable for NAB to manage a material or immediate risk or the closure is necessary due to changes in law.

4 Payment facilities

Cheques

NAB provides cheque access to certain accounts. These are listed in the Product Comparison Table. If you have cheque access to an account, the following terms and conditions apply:

4.1 General provisions

- (aa) You understand that the use of cheques is granted on the basis that you intend to use them for payments within Australia only and that any cheque presented for payment outside of Australia may (at NAB's discretion) be returned unpaid or dishonoured (see clause 4.3 – Dishonouring cheques).
- (a) Each cheque must be completed properly and with due care so as to avoid fraudulent alteration and in accordance with the account authority you give NAB.
- (b) You must notify NAB immediately on **13 10 12** if you have any cause whatsoever to suspect that a cheque drawn on your account has been forged or fraudulently altered in any way or has been drawn in whole or in part without authority from you.
- (c) You must take reasonable care and precautions to prevent unauthorised, stolen, forged or fraudulently altered or drawn cheques being presented to NAB.
- (d) You must have in place adequate systems and procedures to prevent unauthorised, stolen, forged or fraudulently altered or drawn cheques being presented to NAB.
- (e) You must have in place, and implement, adequate systems and procedures by which you can ascertain within a reasonable time whether your account is being debited with amounts not authorised by you.
- (f) You must keep cheque forms issued to you in a safe place and you must notify NAB immediately on **13 10 12** if they are lost, stolen or misused.
- (g) When a cheque is drawn on your account, it will, when the cheque is handed to NAB:
 - i. be deemed to be a request by you to NAB to withdraw funds from your account for the amount shown on the cheque; and
 - ii. NAB will pay those funds to the payee, endorsee, holder, bearer, depositor or presenter of the cheque or that person's bank.
- (h) If there are not enough 'cleared funds' in your account when the cheque is presented for payment, NAB may dishonour or pay the cheque at its discretion. This may result in your account being overdrawn. You should monitor your account balance regularly to ensure that it is not overdrawn.

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- (i) NAB may pay a cheque drawn on your account notwithstanding that it is a stale cheque within the meaning of the Cheques Act 1986.
- (j) NAB may pay a post-dated cheque drawn on your account at any time before the date of the cheque arrives.
- (k) The person signing the cheque must:
 - i. sign any alterations;
 - ii. date the cheque the date on which it was signed; and
 - iii. complete the details.

- (l) If, when checking any cheque or particulars of any cheque, NAB finds on it any irregularity or omission, NAB may dishonour payment of the cheque on your behalf.

4.2 Stopping payment on a cheque

- (a) You may stop payment on a cheque before it has been paid. You may call NAB on **13 10 12** or notify us at any NAB outlet either in person or by phone.
- (b) If you advise NAB by phone, your written confirmation may be required.
- (c) No matter how you choose to notify NAB it is important to tell NAB quickly if you want to stop payment. You will be required to provide:
 - i. your account name and number;
 - ii. the cheque number and amount;
 - iii. the date of the cheque; and
 - iv. to whom the cheque is payable.
- (d) NAB may charge a fee for stopping payment on a cheque, the amount and nature of which are detailed in 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.

4.3 Dishonouring cheques

- (a) Your cheque may (at NAB discretion) be returned unpaid or dishonoured in certain circumstances, such as where:
 - i. there are not enough available funds in your account or your overdraft limit is not enough to cover the cheque;
 - ii. there is some irregularity or omission with your cheque, for example your cheque is unsigned, is more than 15 months old, is post-dated (eg. bears a date that has not arrived), or has been materially altered (eg. by a change to the amount originally stated on it) and you have not signed the alteration;
 - iii. you have instructed NAB to stop payment of your cheque;

iv. NAB has received notice of your mental incapacity or of your death; or
v. Your cheque has been presented for payment outside Australia.

4.4 Effect of crossing

(a) If you cross a cheque you are telling NAB not to cash it over the counter. The cheque must be paid to a bank (e.g. into a customer's account).

(b) If NAB does cash the cheque, it may be liable for any loss suffered by the true owner.

(c) A cheque is crossed by drawing across the face of the cheque from top to bottom two parallel lines, with or without the words 'not negotiable' between them. A crossing may be added by you when you make a cheque or by any person who obtains possession of your cheque.

4.5 Meaning of 'not negotiable'

(a) The words 'not negotiable' between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her. For example, your cheque might be stolen and then passed on by the thief to another person.

(b) That person might then obtain payment of the cheque. In this case, if the cheque was crossed and marked 'not negotiable', the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though the person who has obtained payment may not have done anything wrong.

4.6 Meaning of 'account payee only'

(a) These words on a cheque are a warning to the bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee. If NAB pays a different person, NAB may be liable to the true owner, unless NAB has acted in good faith and without negligence (e.g. by making enquiries and receiving reasonable explanation).

(b) The words 'account payee only' do not prevent the transfer of a cheque.

4.7 Significance of deleting 'or bearer'

(a) Cheques are generally printed with the words 'or bearer' appearing at the end of the line on which you put the name of the person to be paid.

(b) The words 'or bearer' mean that (except where the cheque is crossed), the bank on which the cheque is drawn has authority to pay the cheque to any person in possession of the cheque, even if that person found or stole it, unless NAB has reason to suspect that the cheque might have fallen into the wrong hands.

(c) If you wish to alter this position by making the cheque an 'order' cheque, the

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simplest course is to cross out the words 'or bearer' which are printed on the cheque. Also, you may wish to add the words 'to the order of' before the name of the payee, but you will still need to cross out the words 'or bearer'.

(d) If the cheque is an 'order' cheque, then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:

- to the named payee; or
- to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

4.8 Unauthorised alteration of your cheques

(a) When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to complete the cheque so as not to mislead NAB or make it easy for someone else to alter your cheque.

(b) Ways to assist you to correctly complete a cheque are:

- do not leave gaps between the words or figures;
- begin the amount in words as close as possible to the left-hand side;
- begin the amount in figures as close as possible to the dollar sign (\$);
- never write a cheque in pencil or ink that can be rubbed out;
- never sign a cheque before it is used or filled out; and
- always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

Cheques – Presenting & Clearing of Cheques

The following terms and conditions apply where NAB has provided you with cheque access or you deposit a cheque into your account:

4.9 When is a cheque 'cleared'?

(a) Clearing a cheque involves several steps which may take, in normal circumstances, up to 3 working days.

(b) The steps involved in clearing a cheque are usually:

- you deposit a cheque you have received into your NAB account;
- NAB will seek payment of the cheque from the bank on which the cheque is drawn (the two banks could be the same); and
- that bank will pay the proceeds of the cheque to NAB.

Only after the completion of these steps will the cheque be cleared.

- (c) Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account will be immediately credited with the proceeds of the cheque. This rule applies even to cheques made payable to 'cash'.
- (d) If a cheque you have deposited is dishonoured NAB will advise you. NAB will also reduce the balance of your account by the amount of the cheque already credited.

4.10 Third party cheques

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), NAB may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

4.11 Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed for use in Australia only to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank cheques are not to be sent overseas for presentation for payment outside of Australia by the Payee.

Bank cheques are usually requested because of the higher likelihood that they will be paid. However, bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by NAB customers and a fee is charged. A bank may dishonour a bank cheque if:

- (a) the bank cheque is forged or counterfeit;
- (b) the bank cheque has been fraudulently and materially altered;
- (c) a fraud or other crime has been committed;
- (d) the bank is told the bank cheque has been lost or stolen;
- (e) there is a court order restraining the bank from paying a bank cheque;
- (f) the bank has not received payment or value for the issue of the bank cheque;
- (g) a bank cheque is presented by a person who is not entitled to the cheque proceeds; or
- (h) bank cheque has been initially presented for payment outside Australia.

If a bank cheque is lost or stolen, NAB will, on certain conditions provide a replacement cheque for a fee.

A Direct debits

You may make regular payments to a third party ('Debit User'), by authorising the Debit User to debit your account with NAB. For eligible accounts refer to the Product Comparison Table.

4.12 General provisions

- (a) The Debit User will provide you with their form of direct debit request and a Direct Debit Service Agreement. Only Debit Users approved by a financial institution can make these arrangements on your behalf.
- (b) This agreement may provide for the debiting of your account with any amount charged by the Debit User. You may, however, be able to limit the amount or ask that the charging be delayed until after the issuing of a billing advice to you. These arrangements are between you and the Debit User.

4.13 Disputed debits

- (a) You must notify NAB as soon as possible if you suspect or believe that an amount debited to your account was unauthorised or otherwise irregular. Either visit your NAB outlet or call a Customer Service Representative on **13 10 12**.

NAB will promptly process your instruction:

- i. If you lodge a written claim with NAB regarding a disputed amount, you should receive a response within 7 banking days;
- ii. NAB suggests you contact the Debit User and refer to the Direct Debit Service Agreement. This may be especially helpful if you believe that an incorrect amount has been debited to your account.

4.14 Cancellation of direct debit authority

- (a) You may cancel your direct debit arrangements with a Debit User by calling NAB on **13 10 12**, completing the direct debit cancellation request online via **nab.com.au** or visiting your NAB outlet and completing a cancellation request. If you advise NAB by phone, your written confirmation may also be required. NAB will promptly process your instruction and stop further debits to your account. NAB will advise the Debit User of your request to cancel the authority. NAB suggests you also contact the Debit User. This may be especially helpful when resolving complaints about incorrect charges.

- (b) To arrange for a direct debit by the Debit User to be resumed on your account, you will need to contact the Debit User and you will also need to contact NAB and cancel the stop payment.

4.15 Non-payments

- (a) If there are insufficient cleared funds in your account to meet a direct debit payment, NAB may dishonour or pay the debit at its discretion. This may result in your account being overdrawn.

(b) You must monitor your accounts to ensure that you have sufficient funds to meet your direct debit arrangements. NAB will not notify you if a debit is dishonoured or otherwise not made.

4.16 Multiple authorities

(a) If you have more than one direct debit arrangement with a Debit User on your account and cancel one arrangement, this will automatically stop all debits from your account by that Debit User.

(b) To arrange for other direct debits to continue on your account, you will need to contact the Debit User. You will then need to contact NAB and cancel the stop payment to allow the Debit User to continue to debit your account.

4.17 Moving direct debit arrangements to PayTo

(a) Merchants and Payment Providers may move your existing direct debits to PayTo Agreements. You're entitled to written notice from the Merchant or Payment Provider when they move your direct debit, including any changes to the way payments will be processed. You'll need to let the Merchant or Payment Provider know if you don't consent to moving your direct debits.

(b) We may let you know that a direct debit has been moved, however we're not required to give you notice for you to accept or decline the PayTo Agreement.

(c) Once a direct debit has been moved, we'll start processing payments in line with the relevant PayTo Agreement. You can then manage your PayTo Agreement in your NAB channel or you can contact us to cancel it. Refer to your relevant NAB digital channel terms and conditions for more information. If using NAB Internet Banking, refer to the NAB Internet Banking and Telephone Banking Terms and Conditions which can be found at nab.com.au/ibterms. If using NAB Connect, refer to the NAB Digital Business terms and conditions which can be found at nab.com.au/digitalchannelterms.

You must check your statements

4.18 Without limiting any part of these terms and conditions for your account, you must promptly review your statement of account to check for and tell NAB of any transaction recorded on your statement that you suspect for any reason that you did not authorise or for which the information recorded is incorrect. Failure to promptly report unauthorised transactions may increase your liability.

Indemnity

4.19 Subject to Clause 6.A, NAB will not be liable for any loss that you incur:

(a) if NAB refuses to allow payment of a cheque or direct debit in good faith in the ordinary course of business; or

(b) if a stop payment request is given too late to enable payment to be stopped; or

(c) if NAB suffers any loss as a result of acting on your instructions in relation to a cheque or direct debit (such as processing a request to cancel a direct debit arrangement or stopping payment on a cheque or direct debit); or

(d) as a result of you breaching any obligation you have in this clause.

Where NAB pays funds or suffers any loss under this clause, you must indemnify NAB. NAB will debit your account for the relevant amount. This may result in your account being overdrawn. In this situation, you may be charged interest in accordance with clauses 1.7, 2.7 and/or 3.9 depending on the type of account which is overdrawn.

General matters

4.20 The terms and conditions in Part B of this booklet entitled 'General Matters' are included in these terms and conditions.

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PayID, Osko Payments, New Payments Platform and PayTo

4.21 You can create a PayID, and make and receive Osko Payments and other NPP Payments from certain account types. For eligible accounts, refer to the Product Comparison Table.

The NAB Internet Banking and Telephone Banking Terms and Conditions, which can be found at nab.com.au/ibterms, sets out additional terms and conditions in relation to PayID, Osko, NPP Payments and PayTo.

4.22 Payments from your PayID using PayTo

You can set up a PayTo Agreement using your PayID. For further information about PayTo Agreements, refer to your relevant NAB digital channel terms and conditions for more information. If using NAB Internet Banking, refer to the NAB Internet Banking and Telephone Banking Terms and Conditions which can be found at nab.com.au/ibterms. If using NAB Connect, refer to the NAB Digital Business terms and conditions which can be found at nab.com.au/digitalchannelterms.

Part B General Matters for all accounts, cards and services in this booklet

5 General Matters

The following terms and conditions are included in the terms and conditions applying to all accounts, products and services in this booklet.

5.1 Each of the accounts, products and services in this booklet will be subject to the terms and conditions in this Part B and the applicable specific terms and conditions described in this booklet (together 'these terms and conditions'). If there is any inconsistency between these terms and conditions and any other terms and conditions applicable to an account (for example in relation to an overdraft facility) then those other terms and conditions prevail to the extent of any inconsistency.

5.2 An account must not be used for any personal or domestic banking. If you do not have an Australian Business Number then you agree to provide NAB with a declaration (in a form provided by NAB) that the account is not used for personal or domestic reasons.

5.3 NAB can combine or set-off the balance of two or more of any type of accounts, credit facilities or other products held by the account holder with NAB, even if they are held at different branches or in joint names. This may happen when one of the account holder's accounts is overdrawn or is in debit and another in credit. For example, the credit balance in one account can be used to repay the debit balance in another account. If you are an individual or a small business customer referred to in the Banking Code of Practice or this is a Small Business Contract, NAB will not exercise these rights unless either NAB gives you notice or there is a default. Otherwise, NAB will notify you after exercising these rights. The account holder does not have a right of combination or set-off unless NAB has agreed or you have a right to set-off granted by law which cannot be excluded (for example, where a court order permits or where you have established that a payment is not due and payable).

5.4 NAB will promptly give notice to you if we have combined any of your accounts. NAB need not provide this notice before taking such action.

5.5 You cannot presume that NAB will pay cheques or other drawings on your account where payment will create an overdrawn balance, even if you hold credit funds in another account which are equal to or more than the overdrawn balance.

5.6 Inactive accounts
If your account remains inactive for an extended period of time, NAB may close the account. If an account is inactive for seven years the account may be closed and the balance will be transferred to the Commonwealth Government as unclaimed money. In both instances, NAB will notify you at your last known postal or electronic address at least 30 days before taking any action.

6 Banking Code of Practice

6.1 NAB has adopted the Banking Code of Practice and relevant provisions of the Code apply to these products, if you are an individual or a small business customer referred to in the Code.

6.2 You can obtain from NAB upon request:

- (a) information on NAB current interest rates and standard fees and charges relating to these products if any;
- (b) general descriptive information concerning NAB banking services including:
 - i. for accounts with cheque access, general descriptive information about cheques;
 - ii. account opening procedures;
 - iii. NAB 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; and
 - vii. the advisability of you reading the terms and conditions applying to each banking service NAB provides to you.
- (c) general descriptive information about:
 - i. the identification requirements of the Financial Transactions Report Act 1988 or the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, as applicable;
 - ii. the options available to you under the tax file number legislation; and
- (d) a copy of the Banking Code of Practice.

6.A How NAB may exercise its rights and discretions and where NAB may be liable

6A.1 NAB will exercise any rights or discretions that NAB has under this agreement in a fair and reasonable manner. That includes whenever NAB is:

- (a) forming an opinion about a matter, including where NAB must be satisfied that something has or has not occurred;
- (b) considering any request you make;
- (c) deciding whether to give NAB's consent or to exercise a right, discretion or remedy; or
- (d) setting any conditions for doing any of those things.

6A.2 Some of the factors that NAB may take into account when exercising NAB's rights and discretions include:

- (a) NAB's obligations under any law, industry code or payment scheme rules that are relevant to the provision of banking services to you (including any changes that

make it unlawful for us to continue providing any banking services to you);

(b) the requirements of any regulator or any guidance given by such a regulator;

(c) whether we consider on reasonable grounds that your conduct or use of our banking services (or any person you authorise to use our banking service) could reasonably be expected to:

- (i) involve a breach of law of any place (or an unacceptable risk of a breach of such a law) by any person, including you or us;
- (ii) be inconsistent with community expectations or our stated commitments relating to protecting vulnerable persons, the environment or sustainability; or
- (iii) adversely impact on our reputation;

(d) whether the use of our banking facilities is consistent with how those facilities are intended to be used or how you have told us you will use them;

(e) the security of our banking systems and the protection of personal information that we hold about any person;

(f) the protection of our staff, customers and other persons (such as recipients of payments) from:

- (i) profane, derogatory, discriminatory or harassing comments;
- (ii) threatening or abusive language; or
- (iii) physical or psychological harm;

(g) any material misrepresentations (including by omission) you have made when applying for or operating the banking services or whether you have provided us with satisfactory responses to provide additional information when we have requested you to do so; or

(h) whether we need to take any action to:

- (i) protect you or any person from a potential fraud or a scam; or
- (ii) manage any other risk (including sanctions risk) to you or us.

6A.3 If NAB imposes any conditions or requirements to any consent NAB gives, or agrees to any request that you make subject to conditions, then you'll need to comply with those conditions or requirements.

6A.4 If NAB does not make a decision or do something straightaway, NAB may still do so later on. This includes where NAB delays or defers doing so, or NAB temporarily waives a requirement.

6A.5 NAB's rights and remedies under this agreement are in addition to other rights and remedies given by law independently of this agreement.

6A.6 NAB's rights and remedies may be carried out by any officer or employee of NAB, or any person NAB has authorised.

6A.7 NAB is not liable for any loss or damage:

- (a) caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy where:
 - (i) there's no breach of a legal duty of care owed to you by NAB, or by any of our employees or agents;
 - (ii) if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or
 - (iii) NAB reasonably exercises the discretion, including because of one or more of the factors set out at clause 6A.2; or
- (b) that results from a breach by you of any term of this agreement, except to the extent such loss or damage is caused by NAB's fraud, negligence or misconduct.

7 Variation and notice provisions

7.1 Changes NAB may make:

NAB can, at any time:

- (a) introduce a new fee or charge;
- (b) vary the amount of a fee or charge, the way in which it is calculated or when it is charged;
- (c) change any of the other provisions of this agreement as a result of a change to any law affecting this agreement; and
- (d) change any other provision of this agreement.

NAB 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 NAB to close your account or cease using the service. You will need to pay any outstanding balance in order to do this.

7.2 Notice Provisions

NAB will give you notice of changes to the accounts, cards and services included in this part as set out in the table below and you agree to receive notice in such ways. NAB may give you less notice than the period set out in the table below or no notice if NAB reasonably believes that a change is not unfavourable to you, or where NAB believes it is reasonable for us to give shorter notice to manage an immediate and material risk.

(a) How does NAB notify you of changes?

Type of Change	Method of Notification	Time Frame
Changes relating to Business Accounts in Part A		
Introduction of a fee or charge	In writing or electronically	At least 30 days before the change takes effect
Changes to fees and charges	In writing, electronically or by media advertisement	At least 30 days before the change takes effect
Changes to interest rates	In writing, electronically or by media advertisement	No later than the day the change takes effect, except where the interest rate is not set by NAB (such as a money market rate) in which case notice will be given in writing or by media advertisement within a reasonable period of the change being made, unless another entity has publicised the change
Changes to the calculation of interest	In writing or electronically	At least 30 days before the change takes effect
Any other changes to the terms and conditions in Part A and B (including changes relating to interest other than changes to an interest rate)	In writing or electronically	At least 30 days before the change takes effect
Changes relating to the use of your card or card details in Parts C and D		
Changes to the daily limit that can be withdrawn or transferred from your card	In writing or electronically	At least 30 days (or any longer period allowed by law)
Changes to the time during which the daily limit applies to purchases and withdrawals of cash undertaken using a card or PIN	In writing or electronically	At least 30 days (or any longer period allowed by law)
Changes to an increase in the account holders liability for losses relating to EFT transactions	In writing or electronically	At least 30 days (or any longer period allowed by law)
Changes to fees and charges (including the introduction or increase of charges relating solely to the use of your card or PIN or card account details or the issue of an additional or replacement card or PIN or card account details)	In writing or electronically	At least 30 days before the change takes effect
Any other changes to NAB Business Visa Debit terms and conditions in Part C or NAB Electronic Banking terms and conditions – business accounts in Part D	In writing, electronically or by media advertisement	No later than the day the change takes effect or as required under applicable laws and industry codes. However, if we believe on reasonable grounds that a change is unfavourable to you, NAB will give notice at least 30 days before the change take effect.

General Notification Provisions

Changes to government fees and charges	In writing, electronically or by media advertisement, unless the government publicises the change to fees and charges	At least 30 days before the change takes effect, or a shorter period if we give notice with reasonable promptness after we are notified by the government
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Changes relating to Express Business Deposits in Part E

Any change to the terms and conditions in Part E	In writing or electronically	At least 30 days before the change takes effect
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B (b) How do you notify NAB of changes?

Type of Change	Method of Notification	Time Frame
Change of Address (including nominated electronic address)	In writing, in person at any NAB outlet, via NAB Internet Banking or by calling us on 13 10 12	As soon as possible
Notices, certificates, consents, approvals and other communications in connection with these terms and conditions (eg. cancellation of a card)	Electronically using the service or in writing, in person at any NAB outlet or by calling us on 13 10 12	As soon as possible

7.3 Electronic Communication

(a) To the extent permitted by law and subject to clause 7.4, notices, statements, certificates, consents, approvals and other communications in connection with the terms and conditions in this booklet from NAB, may be given electronically:

- by electronic means, including by SMS, electronic mail to your nominated electronic address or push notification to any NAB app we may make available to you; or
- by making it available at NAB's website; or
- if you use an online banking service provided by NAB (eg. NAB Internet Banking or NAB Connect), by being made available through that service; or
- by any other means we agree with you.

(b) Where communications are made available through NAB's website or through a NAB online banking service, we will let you know the information is there by sending you an SMS or email to the contact details we have on file, or by push notification from any NAB app or any other agreed method.

7.4 You can choose to receive notices or statements in paper by giving NAB notice. Where your product or service is designed exclusively for electronic use, paper notices and statements are only available in limited circumstances. Where you chose to receive notices or statements in paper, NAB may continue to provide copies electronically in addition to paper.

7.5 For the purposes of clause 7.3:

(a) You may request a paper copy of a communication given electronically within 6 months of the electronic copy being received or made available.

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- (b) A communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer, and is effective when received even if no person is aware of its receipt.
- (c) For the purposes of communications sent by electronic mail and the Electronic Transactions Act, the server on which the mailbox for the designated address resides is to be taken to be the recipient's designated information system.
- (d) A communication is deemed to be sent from where the sender has their place of business and is deemed to be received where the recipient has their place of business. For the purposes of this clause:
 - i. if the sender or recipient has more than one place of business, the place of business is the sender's or recipient's principal place of business; and
 - ii. if the sender or recipient does not have a place of business, the place of business is the sender's or recipient's usual place.

Written Communication

- 7.6 A notice, statement, certificates and other communications in writing is deemed to be duly given if:
 - (a) given personally to the addressee (if you are a company, to one of your directors); or
 - (b) left at the last address advised; or
 - (c) sent by prepaid post to the address last advised;
 - (d) sent by facsimile to the facsimile number last advised;
 - (e) sent to the electronic address (including to the email address last advised) at the time the notification enters the server of the electronic or email address;
 - (f) where allowed by the terms and conditions, published in a newspaper or at nab.com.au; or
 - (g) given in any other way permitted by law.
- 7.7 A notice sent by post is taken to be received on the eighth day after posting.
- 7.8 A notice by facsimile is taken to be received on production of a transmission report by the machine from which the facsimile was sent which indicated that the whole facsimile was sent.

7A Our discretion to delay, block, freeze or refuse transactions, a service and when we may be liable

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7A.1 Without limiting any other rights or discretion which NAB may have you agree that NAB may act fairly and reasonably in accordance with clause 6A.1:

- (a) delay, block, freeze or refuse to make or receive or credit any payment or payments (or any other transactions) using the services detailed in this booklet. (This includes any electronic payments, or payments at a NAB branch or agency, and any payments to or from your account instructed by a cardholder or any other person authorised by you.) NAB may exercise its rights for as long as is reasonably necessary to manage any risks; and/or
- (b) suspend or end access to or use of your account, including any linked cards, PINS, password, device, or through any service provided for in this booklet, where taking action under either or both of (a) or (b) above is reasonably necessary to:
- (c) prevent an anticipated breach of the law of Australia or of any other country;,
- (d) prevent potentially fraudulent activity or a scam;
- (e) manage any risk including any sanctions, regulatory or legal risk;
- (f) comply with the NAB Sanctions Program which can be found at nab.com.au/managingfinancialcrime
- (g) prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of the account or our banking services.

However, we cannot detect and prevent all such transactions. Subject to clause 6A.7, NAB will incur no liability to you where NAB does so. NAB may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk). If we do not give you advance notice, and where it is reasonable to do so, we will advise you within a reasonable time of exercising our discretion under this clause (and if appropriate, we will give you a general reason for doing so).

7A.2 You declare and undertake to NAB that you do not have any reason to suspect that any payment NAB makes in accordance with any instructions you give NAB using the services detailed in this booklet will breach any sanctions or any law in Australia or any other country.

7A.3 You agree that you will provide any information that NAB reasonably requests connected with the account and any relevant transactions. NAB may continue any action under clause 7A.1 until it receives a satisfactory response. You acknowledge that if NAB is not satisfied with your responses or you fail to respond in a timely manner then NAB may take this into account when deciding whether or not to close an account under clauses 1.14, 2.16 and 3.22.

7A.4 You agree that NAB may return funds without notice, to the source of origin, where NAB reasonably believes that there has been a mistaken payment in error, or fraud or a scam affecting you, us or any other person and this action is reasonably needed to manage or respond to that mistaken payment, error, fraud or scam.

8 How is the operation of the account governed?

8.1 Provided that we have received notice of such authority in a manner recognised by us, each person you authorise to transact banking business on your behalf is able to undertake the following activities in respect of an account if it is the subject of such an authority and to the extent applicable to the account:

- (a) sign, draw, make, accept, endorse, discount or make arrangements with NAB regarding cheques, withdrawals, bills of exchange, bank cheques, periodical payment/debit authorities and electronic NAB services, orders and other instruments, and to overdraw the account(s) to any extent permitted by NAB. NAB will treat casual overdrafts as an application for credit;
- (b) endorse, assign or give NAB security over bills of lading, warehouse certificates and other documents conferring a right to or insuring goods and receive such documents and if required give trust receipts for same, and receive boxes, packets, deeds or documents;
- (c) purchase negotiable certificates of deposit, convertible deposits certificates and place money on term deposit and receive repayment and interest;
- (d) sign or execute guarantees, indemnities or declarations protecting NAB in relation to:
 - i. missing bills of lading or other documents conferring a right to insuring goods;
 - ii. guarantees or undertakings by NAB in its favour or on its behalf;
 - iii. letters of credit;
 - iv. repurchase by NAB of bank/international cheques and other instruments; and
- (e) apply for encashment/negotiation facilities and letters of credit upon terms acceptable to NAB including the giving and enforcing of security and relieving NAB from liability and enter into contracts with NAB for the sale or purchase of foreign currencies by NAB or NAB correspondents; and

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- (f) create a PayID in relation to the account and provide instructions in relation to the maintenance of that PayID, including to transfer the PayID to another account and to lock or close the PayID.
- 8.2 Should the authority referred to in clause 8.1 be terminated NAB must be urgently notified.
- 8.3 You authorise NAB to undertake the following activities in relation to an account:
 - (a) accept deposits, make credits and attend to collection of proceeds;
 - (b) provide opinions for commercial enquiries where required.
- 8.4 Any one of you or of the persons you have notified to us as being authorised to make amendments to your account authorisations may authorise NAB to open joint accounts and approve the addition of any authorised third party.
- 8.5 Acting reasonably and in accordance with its legitimate business interests, NAB may elect to not follow instructions in relation to the operation of your account or performance of any transaction if:
 - (a) NAB is not satisfied (acting reasonably) that the person giving the instruction has authority (for example, if NAB is not satisfied that the signature on the instruction matches the specimen signature held);
 - (b) in NAB's opinion, the instructions are not clear;
 - (c) NAB cannot authenticate or validate any information or documents relating to the account or service, a person who is authorised to transact on it, or the transaction; or
 - (d) NAB is notified of a dispute between joint account holders, partners or directors (in which case NAB may require all joint account holders, partners or directors to sign any authority to operate the account).
- 8.6 Acting reasonably and in accordance with its legitimate business interests NAB may revoke the authority of any person authorised, to transact banking business on your behalf in respect of your account. This may be due to unsatisfactory conduct or for any other reason NAB deems appropriate, such as where NAB believes allowing the authority to remain on your account may cause loss to you or NAB.

9 Obligations for firms and joint customers

- 9.1 NAB will accept for credit of account(s), cheques, bills of exchange or other instruments made payable to any one or more of the authorising parties or the persons authorised to transact banking business on your behalf in accordance with clause 8.1. In the event of NAB in its discretion (acting reasonably) permitting the account(s) to be overdrawn, your liability to NAB in respect thereof shall be joint and several.
- 9.2 You must give NAB prompt notice of any change to the membership of your firm.

What goods and services tax and other taxes and charges apply?

9.3 NAB may debit the account with government charges, duties and taxes relating to the account. For further information refer to 'Business Banking Fees – A guide to fees and charges' available from NAB at any time.

9.4 If NAB is liable to pay goods and services or any similar tax (GST) on a supply made in connection with the account, you agree to pay to NAB (on demand) an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

What conditions apply to joint accounts?

9.5 If there are two or more of you, you will be treated as holding the account jointly and NAB may accept for credit to the account any cheque, payment order or bill of exchange that is payable to all of you. This means that each account holder has the right to all of the balance of the account, jointly with the other account holders.

9.6 If any of you die, the account will be treated as the account of the survivor or survivors jointly.

9.7 Unless any of you also request, NAB statements and notices (including notification of any variation to these terms and conditions) will be forwarded to the first of you named in the account. If any of you agree, we may send statements, notices or other communication (including notification of any variation to these terms and conditions) to your mailing address or electronically, including by electronic mail you nominate. If you agree to receiving information electronically: NAB may notify you that information is available electronically (including SMS or electronic mail); you must check electronic communications regularly; you may not receive paper documents; you may change your nominated electronic address or withdraw your agreement to receive information by electronic mail by giving NAB notice; and you may request a paper copy of a communication given electronically within 6 months of the electronic copy being received or made available. In the absence of evidence to the contrary you will all be deemed to have received any NAB statements and notices in accordance with these terms and conditions.

9.8 A joint account holder may only make a withdrawal on the terms of any authority to operate on the account. If NAB is notified of a dispute between joint account holders, NAB may require all joint account holders to sign any authority to operate the account.

9.9 The liability of account holders under an account held in joint names is joint and several. This means each and all of the account holders are liable for the whole of any debit balance on the account.

10 Can NAB choose not to apply a fee or charge?

10.1 NAB may at its discretion waive any fee or charge to the account to which it is entitled. The failure by NAB to collect any fee or charge that applies to the account does not give rise to a waiver of that fee or charge in the future.

11 Reference to Product Disclosure Statement (PDS) in ancillary documents

11.1 Where the context so requires, a reference to a Product Disclosure Statement or a PDS for NAB Business Products in any brochure, letter, application form or other document issued by NAB shall be construed as a reference to these terms and conditions.

12 How can I get more information?

12.1 You can obtain more information about NAB:

- (a) business products;
- (b) current interest rates;
- (c) standard fees and charges; or
- (d) banking with NAB;

by visiting **nab.com.au** or any NAB outlet, or calling **13 10 12**.

13 What do I do if I have a problem or dispute relating to my account?

For information about resolving problems or disputes, contact NAB on 1800 152 015, or visit any NAB outlet. NAB has available on request information about the procedures for lodging a complaint. For more details about our internal dispute resolution procedures please ask for our complaints resolution brochure.

If you subsequently feel that the issue has not been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

Telephone: 1800 931 678 (free call)

Website: www.afca.org.au

Email: info@afca.org.au

Postal address: Australian Financial Complaints Authority

GPO Box 3

Melbourne

VIC 3001

Part C NAB Business Visa Debit card terms and conditions

The following terms and conditions apply to the use of NAB Business Visa Debit cards with your linked transaction account. In addition to the terms and conditions in this Part C, the terms and conditions in Part B of this booklet also apply to your NAB Business Visa Debit card.

Where we refer to use of, or using your NAB Business Visa Debit card, this includes use of, or using your card details as well where relevant. Please read the definition of 'use' in Part C of the Definitions of this booklet for more information.

14 When do these NAB Business Visa Debit card terms and conditions apply?

14.1 The terms and conditions set up in Part C apply when you accept them by using your NAB Business Visa Debit card or card details.

15 NAB Business Visa Debit card

15.1 Any NAB Business Visa Debit card issued by NAB to you is for use on your linked transaction account.

15.2 The NAB Business Visa Debit card remains the property of NAB.

15.3 If you or an authorised party provide NAB with written consent allowing NAB Business Visa Debit cards on an account, NAB may at any time upon written or verbal request issue new NAB Business Visa Debit cards linked to that account for use subject to these terms and conditions.

15.4 You are responsible for each purchase and cash withdrawal made using your NAB Business Visa Debit card. This is so whether the purchase or cash withdrawal is made at your request or by the authorised use of your NAB Business Visa Debit card. There are limits on your liability for unauthorised use set out in clause 20 and 21.

15.5 You are responsible for the security of any NAB Business Visa Debit card and card details issued to you. Any NAB Business Visa Debit card issued to you is for your use only. You are responsible for keeping your NAB Business Visa Debit card and card details in a safe place and providing protection from theft and misuse.

Additional NAB Business Visa Debit cards

15.6 If requested by you or an authorised party, NAB may issue a NAB Business Visa Debit card to any person who is authorised to operate the linked transaction account. Only one NAB Business Visa Debit card can be requested for each authorised user of the linked transaction account. In addition, NAB may at any time replace any NAB Debit cards issued to any person authorised to operate your linked transaction account with a NAB Business Visa Debit card.

15.7 You are responsible to NAB for the operation by an authorised cardholder of the NAB Business Visa Debit card (and card details) issued to them and your linked transaction account. NAB does not impose any joint or several liability on the authorised cardholder. You are liable to NAB if an authorised cardholder does not comply with these terms and conditions.

15.8 For this reason, you should ensure that any authorised cardholder receives a copy of these terms and conditions. The authorised cardholder should read and understand the terms and conditions set out in Parts C, D and where applicable, The NAB Internet Banking and Telephone Banking Terms and Conditions which can be found at nab.com.au/ibterms

15.9 An authorised cardholder is able to operate your linked transaction account through the use of the NAB Business Visa Debit card. For example, the authorised cardholder may use the NAB Business Visa Debit card to:

- make purchases;
- make balance enquiries through an ATM; and
- withdraw cash from an ATM.

15.10 Subject to the terms and conditions of any electronic banking facility, if an authorised cardholder has a Personal Identification Number (PIN) or other identifying number or password for use in relation to their NAB Business Visa Debit card (and card details) or the linked transaction account, the authorised cardholder can access your linked transaction account through use of their NAB Business Visa Debit card (and card details) and PIN or other identifying number or passwords.

15.11 You can cancel an authorised cardholder's NAB Business Visa Debit card by

- (a) instructing NAB in a manner acceptable to NAB that you wish this to be done; and
- (b) taking all reasonable steps to return that cardholder's NAB Business Visa Debit card to NAB or otherwise destroying that cardholder's NAB Business Visa Debit card by cutting it diagonally in half through the magnetic strip and chip. If you request NAB to cancel an authorised cardholder's card, you must immediately notify the additional NAB Business Visa Debit cardholder of your request.

Note: Cancelling an authorised cardholder's NAB Business Visa Debit card will not automatically revoke that person's authority to operate your linked transaction account for non-card based transactions. If you wish to also revoke the authority of the relevant person to operate your linked transaction account, you must let us know and complete any additional steps that we reasonably require.

15.12 If you make a request to cancel an authorised cardholder's NAB Business Visa Debit card in accordance with clause 15.11, you are responsible for:

- (a) transactions generated by use of the relevant NAB Business Visa Debit card and card details until you have made the request; and
- (b) transactions generated by use of the relevant NAB Business Visa Debit card and card details which are processed to your linked transaction account after NAB receives your request.

Use of NAB Business Visa Debit card and card details

15.13 A NAB Business Visa Debit card may be honoured by financial institutions and merchants displaying a sign or card promotional material that identifies the Visa card scheme. This does not mean that all goods and services available at those premises may be purchased by use of a NAB Business Visa Debit card.

15.14 You may be able to use your NAB Business Visa Debit card details through an electronic banking facility. This includes when the NAB Business Visa Debit card details are used at a merchant by mail, telephone order or through the Internet to pay for goods or services. In this instance:

- (a) use of your NAB Business Visa Debit card details through an electronic banking facility will be subject to the terms and conditions of the electronic banking facility; and
- (b) where the terms and conditions of Part C conflicts with those of the electronic banking facility's terms and conditions, the electronic banking facility terms and conditions will prevail.

15.15 You should ensure that the transaction amount is correct before you authorise the transaction.

15.16 NAB is not responsible for goods or services supplied to a cardholder, and any complaint must be resolved with the merchant. In some circumstances NAB may be able to lodge a claim to request a refund for you under the card scheme's rules for disputed transactions. Details about chargeback rights and the procedures for disputing transactions are described in clause 21.

15.17 A NAB Business Visa Debit card transaction cannot be changed. It is an unchangeable order by you to NAB to process the transaction. You may not request NAB to alter or stop payment on the transaction. To cancel periodical debits authorised to be made by your NAB Business Visa Debit card you must contact the merchant and give directions to cancel them.

15.18 Your NAB Business Visa Debit card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by any law in the cardholder's jurisdiction.

15.19 NAB may temporarily block the use of your NAB Business Visa Debit card at any time under clause 7A.

15.20 You are encouraged to maintain a record of any regular payment arrangement you elect to enter into with a merchant.

A regular payment arrangement includes regular direct debits, regular recurring payments and instalment payments from a debit card. Instalment payments are regular payments over a set period of time.

To either change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt

to cancel the regular payment arrangement NAB must accept the merchant's transaction (subject to there being sufficient funds or limits available). If possible you should retain a copy of your change/cancellation request. If the merchant fails to act in accordance with these instructions you may have the rights to a dispute.

16.21 If you provide your NAB Business Visa Debit card details to a merchant (for example, where you set up a regular payment arrangement), the merchant may be given updated NAB Business Visa Debit card details when the card details are changed (such as when we issue a replacement card) if the merchant participates in an account updater service. You should check with the merchant to confirm if they participate. You may request to opt-out of the automatic update of NAB Business Visa Debit card details by contacting us.

16 Limits on use of your NAB Business Visa Debit card and card details

16.1 A NAB Business Visa Debit card may not be accepted unless it carries your signature and is used during the validity-period shown on your card.

16.2 The available balance of your linked transaction account will be reduced by the amount of:

- (a) any transaction for which a merchant seeks authorisation even if the transaction is not completed at the time of the authorisation. This authorisation is for the purpose of establishing that there are sufficient funds available in your transaction account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation; and
- (b) any debit to your transaction account under clause 17.1 except to the extent that the relevant transaction has already led to a reduction in the amount of available balance.

16.3 All purchases and cash withdrawals made using a NAB Business Visa Debit card through the Visa card scheme are limited to the available balance of your linked transaction account.

16.4 A cash withdrawal cannot be made using card details or card at a contactless reader.

16.5 Transaction limits apply to the use of card details or a card to make a purchase at a contactless reader without using a PIN. NAB will notify you of any such limit if your card is capable of making contactless purchases.

17 Processing of transactions by NAB

17.1 Your linked transaction account will be debited with, and you agree to pay to NAB:

- (a) each purchase;
- (b) each cash withdrawal; and
- (c) fees and charges payable under the terms and conditions in Part C.

17.2 In the absence of evidence to the contrary:

- (a) the amount shown on a sales voucher or any other evidence of a purchase is sufficient evidence of the purchase; and
- (b) the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal; and
- (c) the above applies regardless of whether the voucher or other evidence is signed by you.

18 NAB may assign any date it reasonably considers appropriate to a debit or credit to your linked transaction account or may adjust any debit or credit for the purposes of correction.

19 Statements and currency conversion

19.1 NAB will give you a statement for your linked transaction account as set out in Part A.

19.2 If your NAB Business Visa Debit card or card details are used to make transactions in a foreign currency, the way amounts are converted to Australian dollars for listing on your statement is set out below:

- (a) Purchases, cash withdrawals, refunds and any other charges, incurred in currencies other than Australian dollars are converted to Australian dollars (directly from United States, Canadian, New Zealand and Singapore dollars, pound sterling, euros and Japanese yen or, if in a currency other than these currencies, first to United States dollars) as at the dates they are processed by Visa International using exchange rates determined by them. The exchange rates used by Visa International to convert a foreign currency transaction to Australian dollars are wholesale market rates selected by Visa International from within a range of wholesale rates or the government-mandated rate, in effect 1 day prior to the Visa International Central Processing Date. The converted Australian dollar amount appears on your statement as the transaction amount.
- (b) A NAB International Transaction Fee is charged to your linked transaction account for purchases and cash withdrawals and calculated on the converted AUD transaction amount shown on your statement. The NAB International Transaction Fee includes a fee charged by Visa to NAB (and on charged by NAB to you).
(Note: Refunds incurred in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa International using exchange rates determined by them. This often results in the refund being converted using an exchange rate different from the one used to convert the original purchase or cash withdrawal.)

20 **Lost/stolen cards**

20.1 **Notification procedure**

If a NAB Business Visa Debit card or card details is lost or stolen you must immediately notify NAB using the telephone number referred to in the ‘Lost/Stolen Cards/Compromised Personal Identification Numbers (PINs)’ details under Summary of Important Information at the front of this booklet, or any other means NAB makes available to you. Where requested, you must give NAB all the information you have about how the loss occurred.

20.2 **Your liability**

You remain liable for any cash withdrawal or purchase made by any other person before you notify NAB of the loss or theft up to a maximum of:

- (a) in relation to all the uses of the NAB Business Visa Debit card through an electronic banking facility – the amount determined under the terms and conditions for the electronic banking facility (if any);
- (b) in relation to all other uses of the NAB Business Visa Debit card, a total amount of \$150.

20.3 Despite notifying NAB of an event described in clause 20.1, you remain liable for any cash withdrawal or purchase made by you.

20.4 **Emergency card replacement**

If your NAB Business Visa Debit card is lost or stolen while you are overseas, you may request a NAB Business Visa Debit Emergency Card for use until your permanent replacement card is received.

You remain liable and responsible for the proper use of the NAB Business Visa Debit Emergency Card and any transactions made using the NAB Business Visa Debit Emergency Card or its card details.

20.5 **New card details to your Merchants**

If your NAB Business Visa Debit card details are changed ie. as a result of a lost or stolen card you must request the merchant to change the details of your existing regular payment arrangement to ensure arrangements continue. If you fail to undertake this activity your regular payment arrangement either may not be honoured by NAB or the merchant may stop providing the goods and/or services.

21 Disputed transactions

21.1 A disputed transaction may include:

- (a) an unauthorised NAB Business Visa Debit card transaction – a transaction which you believe was not authorised by use of your NAB Business Visa Debit card or card details.
- (b) a general dispute – a transaction which you wish to dispute. This may include a transaction which has been processed to your NAB Business Visa Debit card more than once, or a transaction which was authorised by the use of your NAB Business Visa Debit card which you wish to dispute.

Despite notifying NAB of a disputed transaction you remain liable for any cash withdrawal or purchase made by using your NAB Business Visa Debit card.

21.2 Notification procedure for disputed transactions

You should immediately notify NAB of any disputed transaction.

NAB recommends that you promptly read each statement carefully as soon as you receive it. If applicable you may also wish to check your current transaction history via NAB Internet Banking, NAB Connect or NAB Telephone Banking.

Use the telephone number printed on your statement or on the back of your NAB Business Visa Debit card to report the disputed transaction. You must give NAB any information you have about how the disputed transaction occurred. NAB may require you to confirm details in writing.

21.3 Chargeback rights

The Visa card scheme has a dispute resolution process that is contained in its operating rules. This process sets out specific circumstances and timeframes in which a member of the scheme (eg. a financial institution) can claim a refund in connection with a disputed transaction on your behalf. This is referred to as a 'chargeback right'.

This 'chargeback right' does not apply to transactions at EFTPOS terminals accessing your nominated account using the 'savings' or 'cheque' option.

NAB's ability to investigate any disputed transaction on your NAB Business Visa Debit card, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules for the Visa card scheme.

While your dispute is being investigated by NAB, the value of the disputed transaction will be withheld against your linked transaction account until the dispute is resolved.

21.4 Timeframes for notifying NAB

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

For this reason, it is in your interest to report any disputed transaction to NAB

immediately and certainly no later than 75 days after the date of transaction on your receipt.

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

21.5 Timeframes for NAB to process a chargeback right where a chargeback right exists

NAB will process a chargeback for you when you have notified NAB of the disputed transaction within the required time frame, as described in clause 21.4.

The timeframes for NAB to process a chargeback vary between 75 days and 120 days depending on the type of disputed transaction.

NAB will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant Visa card scheme rules.

21.6 From time to time, we may block your use of your NAB Business Visa Debit Card with undesirable merchants. We are not liable if your NAB Business Visa Debit Card does not work with an undesirable merchant or any loss that you may suffer where NAB does not block the use of your NAB Business Visa Debit Card with an undesirable merchant. Where we make changes to the types of undesirable merchants, we will publish the changes on our website. You can find out more information on what we consider to be undesirable merchants on nab.com.au.

21.7 Electronic transactions

If the ePayments Code is applicable to a disputed transaction, the timeframes as specified in clause 21.4 may not apply in certain circumstances.

The procedures for resolving disputed electronic transactions are set out in the terms and conditions of the electronic banking facility.

22 Cancellation of your card

22.1 Cancellation by NAB

NAB may cancel your NAB Business Visa Debit card at any time without notice.

Examples of where NAB may do this include, where you have reported a fraudulent transaction using your card or card details, where the account is inactive, or where NAB reasonably believes that the continued use of your card may cause loss to NAB or you. These examples are for guidance only and do not limit NAB's ability to cancel your card for another reason.

The NAB Business Visa Debit card or card details may not be used after it is cancelled or your linked transaction account is closed. When NAB gives you notice of the cancellation you must destroy or return the NAB Business Visa Debit card to NAB and to take reasonable steps to prevent your card details from being used.

22.2 Cancellation by you

You or the holder of the account (to which the card is linked) may cancel your NAB Business Visa Debit card if you:

- (a) notify NAB using a notice method set out in clause 7, requesting that the NAB Business Visa Debit card be cancelled.
- (b) destroy or return your current NAB Business Visa Debit card to NAB and take reasonable steps to prevent your card details from being used.

You will remain liable for any transactions using your NAB Business Visa Debit card or NAB Business Visa Debit card details prior to your NAB Business Visa Debit card or linked transaction account being closed. NAB may seek to recover these funds from you.

NAB may refuse to authorise any transactions on your NAB Business Visa Debit card made after receiving your request to cancel your NAB Business Visa Debit Card.

22.3 Regular payment arrangements (including direct debits)

- (a) If your NAB Business Visa Debit card is cancelled under clause 22.2, you must cancel any direct debits authorised using your NAB Business Visa Debit card details.
- (b) If you elect to close your transaction account or your transaction account is closed by NAB you should contact the merchant to revise your regular payment arrangement as the merchant may stop providing the goods and/or services.

22.4 Terms and conditions continue after cancellation

The terms and conditions in Part C will continue after a NAB Business Visa Debit card is cancelled under clause 22 or your linked transaction account is closed and until any outstanding amounts to be debited to your linked transaction account are paid (whether the amounts are accrued or charged before or after the cancellation of your card or closure of your linked transaction account).

23 Fees and charges

NAB may debit your linked transaction account with fees applicable to the NAB Business Visa Debit card and other standard fees, the amount and nature of which are detailed in NAB's brochure 'Business Banking Fees – A Guide to Fees and Charges' available from NAB at any time. Any fees and charges paid by you are not refundable.

24 Miscellaneous

Parties other than NAB may from time to time offer certain goods and services to you:

- (a) free of charge; or
- (b) at a particular price, in connection with your NAB Business Visa Debit card.

NAB is not responsible for any of these goods or services, or the failure of such a party to provide or perform such goods or services.

Part D Electronic Banking terms and conditions – business accounts

The rights and obligations outlined in Part D of this page comply with both the ePayments Code and the Banking Code of Practice. In addition, the terms and conditions in Part B of this booklet apply to any use of NAB electronic equipment as set out in the terms and conditions in this Part D.

25 Application of Electronic Banking terms and conditions – business accounts

25.1 When do these Electronic Banking terms and conditions – business accounts apply?

These terms and conditions are binding on you from whichever of the following occurs first:

- (a) in relation to a card, by applying for the card to be issued and linked to any nominated account; or
- (b) the account holder or any cardholder conducts an EFT transaction on any nominated account; or
- (c) subject to clause 25.1(d) any cardholder receives their card; or
- (d) in relation to a credit card or NAB Business Visa Debit card, upon receipt of the card or card account details, whichever is received first.

However, note clause 30.5 and the guidelines on security in clause 30.6 apply immediately upon receipt of the PIN.

25.2 Terms and Conditions relating to EFT transactions

These terms and conditions apply to EFT transactions on your nominated accounts. These include, but are not limited to EFT transactions initiated by you:

- (a) at NAB ATMs using your card and PIN;
- (b) at ATMs provided by other institutions using your card and PIN;
- (c) at EFTPOS facilities provided by merchants using your card and PIN;
- (d) using your card account details through other electronic equipment;
- (e) where a card is used through a ‘swipe-only’ device that does not require a manual signature; and
- (f) at a contactless reader using a card or card details.

25.3 Where these terms and conditions do not apply

These terms and conditions do not apply to transactions (including transactions involving nominated accounts linked to your cards) undertaken over the following channels:

- (a) NAB Internet Banking;
- (b) NAB Telephone Banking;

(c) NAB Connect.

These channels have separate terms and conditions of use.

25.4 Other terms and conditions

Separate terms and conditions exist for:

- (a) credit cards issued by NAB and for the credit account which may be used in conjunction with these credit cards; and
- (b) NAB Business Visa Debit cards – the terms and conditions for which are detailed in Part C of this booklet; and
- (c) any of the nominated accounts which can be accessed using your card.

Unless otherwise stated in these terms and conditions, the terms and conditions do not change or amend any of the existing rules, regulations, terms and conditions and disclosures pertaining to these cards or nominated accounts.

If there is any inconsistency between the terms and conditions in this Part D and the terms and conditions applying to your NAB Business Visa Debit card or nominated account, these Electronic Banking terms and conditions – business accounts apply to the extent any inconsistency exists in respect of EFT transactions, except for notice of cancellation or revocation of any electronic banking facility.

25.5 Account holder to ensure distribution

Account holders must ensure that each cardholder is provided with a copy of these terms and conditions before any of the events referred to in clause 25.1.

26 Limits on EFT transactions

26.1 Nominated accounts

Your card and PIN (or your card account details) enable transactions to be made on any NAB accounts which you have nominated for use with NAB card based electronic banking facilities.

26.2 Number and type of accounts

There is a limit to the number and type of accounts which can be accessed by means of NAB card based electronic banking facilities.

NAB Business Visa Debit cards

- (a) NAB will nominate your transaction account to which your NAB Business Visa Debit card is linked as your primary account.

You may also nominate additional accounts being one main cheque or one main savings account. Home loan and personal loan accounts can be linked to enable crediting or checking the current balance at a NAB ATM or NAB branch.

(b) EFTPOS terminals permit access to your nominated account(s) and will debit a transaction to one of your nominated account(s) such as the cheque or savings account to which the NAB Business Visa debit card is linked. That is, an individual EFTPOS transaction must be debited to one account, although a separate transaction may be debited to another designated 'main account'.

NAB Debit cards (No longer for sale)

The Main Nominated Accounts comprise:

(a) two main cheque accounts or two main statement savings accounts, (including home and personal loan accounts but excluding credit card accounts) or one of each; and

(b) if a card is a credit card, the credit card account.

Furthermore, three additional accounts of either or both of the above account types (excluding credit card accounts) may be accessed by each card.

However, some types of electronic equipment may not allow access to all types of accounts.

EFTPOS terminals permit access to your nominated account(s) and will debit a transaction to one of your nominated account(s) being a cheque or statement savings account. That is, an individual EFTPOS transaction must be debited to 1 account, although a separate transaction may be debited to another designated 'main account'.

D 26.3 Amounts withdrawn or transferred

NAB reserves the right to limit the amount which may be withdrawn or transferred from a nominated account by way of certain EFT transactions.

A daily limit applies from midnight to midnight Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable).

NAB Debit cardholders

A daily limit applies to all purchases and withdrawals of cash undertaken using your card and PIN.

NAB Business Visa Debit cardholders

A daily limit applies to all ATM cash withdrawals or to the cash component of a transaction made at an EFTPOS terminal under clause 27.3.

You will be advised of these specific limits when issued with your card, and you will be subsequently advised of any change to these limits. The limits advised by NAB are not an undertaking by NAB to limit the amounts withdrawn or transferred by use of NAB card based electronic banking facilities. However, the advised limit does limit your liability for unauthorised transactions (see clause 30).

26.4 Valid and irrevocable authority

Your use of a card, card account details or PIN through electronic equipment to initiate an EFT transaction is an unchangeable order to NAB to process the EFT transaction. NAB relies on this as authority to debit the amount shown. Neither a cardholder nor an account holder may request NAB to stop or alter the EFT transaction. However, the account holder's liability for the EFT transaction could be limited in terms of clause 30.3.

27 Card based electronic banking facilities

27.1 NAB ATMs

Subject to the terms and conditions applying to your nominated account, your card and PIN enable you to use NAB ATMs as determined by NAB.

NAB ATMs allow you to withdraw or transfer funds between all nominated accounts, obtain a record of recent transactions, order a repeat statement and check your account balances. Some NAB ATMs may also allow you to deposit funds into a nominated account and to change your PIN.

It's your responsibility to familiarise yourself with the correct use of ATMs. If you're unsure or require assistance in the operation of the ATM, please seek assistance from staff at a NAB outlet or contact NAB using the customer service details in Summary of Important Information at the front of this booklet.

27.2 ATMs provided by other institutions

ATMs provided by other institutions accepting cards may allow you to withdraw funds and check your designated main nominated account(s) balances. Institutions providing other ATMs accepting cards may impose their own fees and restrictions on the operation of the cards with their ATMs including limits to the amounts which may be withdrawn. NAB accepts no responsibility for such fees and restrictions.

27.3 EFTPOS terminals provided by merchants

EFTPOS terminals allow you to pay for purchases and may allow the option of withdrawing extra cash from your designated main nominated account(s) at certain locations. Merchants providing EFTPOS terminals accepting cards may impose their own fees and restrictions on the operation of the cards with their EFTPOS terminals including limits to the amounts which may be withdrawn. NAB accepts no responsibility for such fees and restrictions.

27.4 Other transactions through electronic equipment

(Such as using a merchant internet site on a computer or by communicating through telephone or electronic mail with a merchant). The merchant or other person may impose their own restrictions on these EFT transactions (such as a purchase at a merchant using a contactless reader). Contactless readers give you the option of making purchases up to the limit notified to you by NAB. NAB has no control over

whether a merchant will accept this form of contactless purchase. The merchant or other person may impose their own restrictions on these EFT transactions. NAB accepts no responsibility for any such restrictions in connection with any such transactions through electronic equipment.

Note: Using digital wallets on mobile phone devices and wearable devices

Irrespective of the value of the purchase, cardholders may not be required to enter a PIN in the contactless reader when making a contactless purchase where the electronic equipment is an eligible wearable device or mobile phone. You will be notified about this at the time you enrol for the digital wallet.

27.5 Functionality

The processing of an EFT transaction to a particular account will depend on the functionality of the electronic equipment (for example an overseas ATM may process a transaction to a nominated account(s) which you did not seek to initiate). NAB accepts no responsibility for this differing functionality.

27.6 Fees

Fees may apply to any EFT transaction you undertake with NAB card based electronic banking facilities, the amount and nature of which are detailed in 'Business Banking Fees – A guide to fees and charges'.

28 Operation of card based electronic banking services

28.1 Receipts

- (a) It is desirable for you to retain or record receipts to verify your account statements;
- (b) The issuing of a receipt by an EFTPOS terminal or ATM may be accepted by NAB as evidence that the transaction has been performed. This condition does not apply to deposits lodged in ATMs (see clauses 29.1 and 29.2).

28.2 Statements

- (a) Credit card account statements are provided in terms of the credit card's specific terms and conditions. For other nominated accounts NAB will provide you with a statement at least every 6 months. You may request more frequent statements if you wish. To request a change to the frequency of your statement, please contact NAB using the customer service enquiry details in the Summary of Important Information at the front of this booklet.
- (b) For the purposes of preparing statements, NAB reserves the right to show an EFT transaction as having been carried out on the next or subsequent banking day(s) after the day the transaction was made.

28.3 Review statements of account

You should always review your statement and bring to NAB attention any discrepancies, errors or unauthorised transactions as soon as possible. If you wish to dispute an EFT transaction, you must report this to NAB. Please refer to customer service details in Summary of Important Information at the front of this booklet.

28.4 Discrepancies in cash delivered by an ATM

When withdrawing cash from an ATM, you should immediately check that the correct sum has been delivered. If there is a discrepancy between the amount of cash delivered by an ATM, and the amount shown on the receipt, report the facts as soon as possible to NAB. Please refer to the customer service details in Summary of Important Information at the front of this booklet.

28.5 Cards

Remember to take proper care of your card. Do not keep your card in contact with other cards that have a magnetic strip. Magnetic strips can react with each other and if this occurs your card may no longer operate an ATM or EFTPOS terminal.

(a) Your card is issued with validity dates denoting month and year eg. 06/09 is June 2009. The commencing date is the first day of the month, the expiry date the last day of the month. Cards are not valid before or after these dates.

Expired cards must be destroyed.

(b) You agree that your card remains the property of NAB. You further agree to return the card to NAB or destroy the card by cutting it vertically in half through its magnetic strip upon:

- i. notice from NAB cancelling your card; or
- ii. closure of all your nominated accounts; or
- iii. revocation of authority to operate your nominated accounts by means of your card.

(c) Your card may be confiscated by an ATM if you repeat invalid PIN entries.

The number of additional entries allowed after the first invalid entry may be varied at NAB discretion and is not subject to any prior notice.

28.6 Merchants

NAB will not be liable for the refusal of any merchant to accept a card, or card account details.

Any complaints concerning goods and services purchased must generally be resolved with the merchant.

28.7 Promotional material

Promotional material referring to NAB card based electronic banking facilities that is displayed on or in any premises, is not to be taken as a warranty by NAB, or by the merchant carrying on a business in those premises, that all goods and services may be purchased by means of an EFT transaction. You also accept that the use of your card and card account details may be subject to other limitations imposed by the merchant.

29 Deposits

29.1 Cash deposits at ATMs

When making a cash deposit at an ATM you should be aware that such deposits may not be credited to your account immediately.

A cash deposit lodged in an ATM is subject to verification and at NAB discretion may not be credited to your account until the following banking day. Deposits made at an ATM after 6.00pm will be credited to your account within 2 banking days.

In the event of a discrepancy between the deposit value determined by NAB and the amount recorded by the ATM, the account holder will be promptly advised of the actual amount which has been credited to the nominated account. Remember to include the ATM deposit advice in the envelope with the deposit, as failure to do so may delay funds being credited to your account. NAB reserves the right to correct or reverse any such deposit transaction.

NAB will accept responsibility for the security of your deposit correctly lodged at an ATM which offers depositing services, subject to verification of the amount deposited. You should keep all records associated with a deposit that you make via an ATM until the deposit is verified and recorded on your account statement.

Where the claimed deposit is not available for verification following forceful removal of the ATM or other criminal act, NAB requires you to reasonably substantiate the value of your claim.

29.2 Deposits in the form of cheques

If you make a deposit in the form of, or including a cheque, the funds of the cheque are not available for withdrawal until the cheque reaches the paying bank and NAB is guaranteed payment. (This condition applies to deposits made through an ATM or at a NAB outlet.) In the event of a discrepancy between the value of cheques deposited as determined by NAB and your deposit claim, NAB will inform you. NAB reserves the right to correct or reverse any such deposit transaction.

Because of the requirements of NAB systems, NAB reserves the right to place a 'hold' on the full amount of a deposit which includes a cheque.

For example, where a deposit includes cash and 1 or more cheques, the hold applies to the cash component as well as to the value of cheques.

Holds are normally applied for 3 banking days, and transactions requiring use of these funds may be refused within this period.

Therefore, if you wish to deposit cash and expect to withdraw against the sum of that cash within the 3 day period, you are advised to deposit the cash separately from the cheques. (That is, make 2 deposit transactions).

NAB will not be responsible for any claim or refusal of a transaction if this condition is disregarded. You are entitled to enquire at any NAB outlet if holds are to be applied to any deposit.

Subject to clause 6A, you, the cardholder, agree to indemnify NAB against all claims or liabilities it may incur as a consequence of it collecting a cheque of which you are not the true owner.

30 Responsibilities and liabilities

30.1 Your responsibilities with respect to the card

You must:

- (a) sign your card immediately on receipt;
- (b) keep your card in a safe place, and provide reasonable protection for the card from theft;
- (c) notify NAB should your card be lost or stolen (refer to the 'Lost/Stolen Cards Compromised Personal Identification Numbers (PINs)' details in Summary of Important Information at the front of this booklet);
- (d) advise any change of address (refer to Customer Service details in Summary of Important Information at the front of this booklet);
- (e) use your card in accordance with these Electronic Banking terms and conditions – business accounts;
- (f) destroy an expired card; and
- (g) if a temporary card has been issued to you, destroy it upon receipt of a personalised card.

30.2 General responsibility

The account holder is generally responsible for all EFT transactions authorised by the use of the card and/or PIN and/or the card account details or undertaken by another person with your knowledge and/or consent. The account holder's liability for any use not authorised by you may however be limited as provided below.

30.3 No account holder liability in some circumstances

The account holder is not liable for:

- (a) losses that are caused by the fraudulent or negligent conduct of NAB employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
- (b) losses arising because the PIN, card account details or card is forged, faulty, expired, or cancelled;
- (c) losses that arise from EFT transactions which required the use of your card or your PIN and that occurred before you received your card or PIN;
- (d) losses that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
- (e) losses resulting from unauthorised transactions occurring after notification to NAB that the card has been misused, lost or stolen or the security of the PIN has been breached;
- (f) losses resulting from unauthorised transactions where it is clear that you have not contributed to such losses.

30.4 Account holder liability for unauthorised transactions

The account holder is liable for losses resulting from unauthorised transactions as provided below:

- (a) where NAB 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 30.5 the account holder is liable for the actual losses which occur before NAB is notified that the card has been misused, lost or stolen or that the security of the PIN has been breached; and
- (b) where NAB can prove on the balance of probability that you contributed to losses resulting from unauthorised transactions because you unreasonably delayed notifying NAB after becoming aware of the misuse, loss or theft of the card, or that the security of the PIN has been breached. The account holder will then be liable for the actual losses which occur between the time you became aware (or should reasonably have become aware in the case of a lost or stolen card) and when NAB was actually notified.

However in relation to (a) and (b) above, the account holder will not be liable for any of the following amounts:

- i. that portion of the losses incurred on any 1 day which exceed the applicable daily transaction limit(s);
- ii. that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- iii. that portion of the total losses incurred on any account which exceeds the balance of your account(s) (including any pre-arranged credit);
- iv. all losses incurred on any accounts which NAB and the account holder had

not agreed could be accessed using your card and PIN.

(c) where a PIN was required to perform the unauthorised transactions and neither paragraph (a) nor (b) applies, the account holder is liable for the least of:

- i. \$150; or
- ii. the balance of those account(s) (including any prearranged credit) from which value was transferred in the unauthorised transactions and which NAB and the account holder have agreed may be accessed using the PIN; or
- iii. the actual loss at the time NAB is notified (where relevant) that the card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any 1 day which exceeds any applicable daily transaction or other periodic transaction limit(s))

30.4A The account holder is liable for losses arising from unauthorised transactions that occur because you contributed to the losses by leaving a card in an ATM.

30.5 Your responsibilities

- (a) where NAB provides you with a PIN you must not:
 - i. voluntarily disclose your PIN to anyone including a family member or friend (unless your card is a Deposit Only Card);
 - ii. record your PIN on your card or on any article carried with the card or liable to loss or theft simultaneously with the card;
 - iii. act with extreme carelessness in failing to protect the security of your PIN.
- (b) where NAB allows you to select a PIN or change your PIN 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 you are liable for losses caused by unauthorised transactions caused by a breach of your PIN.

30.6 Guidelines

You should also comply with these guidelines to protect the security of your card, card account details and PIN and thus reduce the possibility of any inconvenience to you:

- (a) do not permit any other person to use your card or card account details;
- (b) destroy your PIN envelope after memorising your PIN;
- (c) take reasonable care when using an ATM or EFTPOS terminal to ensure your PIN is not disclosed to any other person; and
- (d) should you require a memory aid to recall your PIN you may make such a record providing the record is reasonably disguised. However, NAB does not consider the

following examples to provide a reasonable disguise and you must not:

- i. record the disguised PIN on your card;
- ii. disguise your PIN by reversing the number sequence;
- iii. describe the disguised record as a ‘PIN record’ or ‘Password record’;
- iv. disguise your PIN as a telephone number, part of a telephone number, postcode or date of birth;
- v. disguise your PIN using alphabetical characters, eg. A = 1B = 2C = 3 etc.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person discerning your PIN.

Please note all the guidelines set out in clause 30.6 are for your assistance but your liability in the case of an actual loss will be governed by the ePayments Code and clause 30.5 in this booklet. However, you should take care to meet the guidelines set out in clause 30.6 as a failure to meet these guidelines may in some circumstances constitute an act of extreme carelessness under clause 30.5(a)(iii).

30.7 Advising NAB

If you believe your card has been lost or stolen, your PIN divulged or that there has been misuse of your card, you must advise NAB as soon as possible. Please refer to NAB’s Lost/Stolen Cards/Compromised Personal Identification Number (PINs) details in Summary of Important Information at the front of this booklet.

Once NAB has been notified of these matters the account holder’s liability for further EFT transactions will be limited.

Where telephone facilities or any other means are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of NAB, providing notification is made to NAB within a reasonable time of the facility again becoming available. Please refer to NAB customer service details in Summary of Important Information at the front of this booklet.

NAB will acknowledge your report and you should record or retain this acknowledgement.

30.8 Liability under Visa card scheme rules

Notwithstanding the above where you notify NAB of an unauthorised transaction on a NAB Business Visa Debit card, NAB will not hold the account holder liable for an amount greater than the liability the account holder would have had if NAB had, at the time the complaint was made, exercised its rights (to the extent relevant) under the rules of the Visa card scheme.

30.9 Failure of NAB electronic equipment

(a) If the ePayments Code applies to you for an EFT transaction, NAB will be liable to you for losses you suffer caused by the failure of NAB's electronic equipment or system to complete an EFT transaction accepted by NAB's system or NAB's electronic equipment in accordance with your instructions. (See clause 31 for when the ePayments Code applies).

However, NAB will not be liable for consequential losses where you should reasonably have been aware that NAB's electronic equipment or system was unavailable for use or malfunctioning. NAB's 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. NAB will also not be liable for any losses caused by the failure of NAB's electronic equipment where NAB's system or electronic equipment has not accepted the EFT transaction.

(b) If the ePayments Code does not apply to an EFT transaction (for example because it is a business EFT transaction) NAB will not be liable to you for any loss, claim, liability or outgoing, including without limitation any consequential loss or liability, which you suffer because of any failure of NAB's systems or NAB's electronic equipment to complete that EFT transaction. However NAB will not unreasonably refuse to correct errors in your account or refund fees to you arising from a such a failure where NAB's electronic equipment or systems has accepted the EFT transaction.

31 ePayments Code warranty

NAB warrants that it will comply with the requirements of the ePayments Code for all EFT transactions on nominated accounts other than business EFT transactions.

Part E NAB Express Business Deposit terms and conditions

32 Using the Service During the Transition Period

32.1 NAB is changing how it provides this service. Unless you are excluded by the terms of this Part you will be transitioned from a paper-based service to a digital service. This means that instead of completing and lodging a paper deposit slip, details of the deposit will be completed digitally.

You may use the NAB Express Business Deposit Service (“the service”) to make deposits at any NAB outlet that has an express business deposit box or an Express Business Deposit Machine or any other outlet that NAB makes available for such purpose.

Using the Paper-based service

32.2 You can use a paper slip deposit bag to deposit only your funds:

- (a) AUD cash, with a minimum deposit of \$500.00
- (b) deposits consisting of no more than \$300.00 in coins of which no more than \$100.00 can be silver coin

Subject to (b) above, a deposit in coins only is not subject to the \$500.00 minimum specified in (a) above.

32.3 You can use a paper slip deposit bag

- (a) only until the earliest of the following occurs:
 - i. you exhaust the supply of paper slip deposit bags you have on hand
 - ii. NAB instructs you to use the digital deposit bags instead

Unless NAB agrees at its discretion, to permit you to continue using a paper slip bag on terms and conditions that we negotiate with you.

- (b) if you are a customer of an Agent Bank/Credit Union, until either NAB or your Agent Bank/Credit Union instructs you otherwise giving you reasonable notice.
- (c) by lodging the paper slip deposit bag at any NAB outlet which has an express business deposit box, or an Express Business Deposit Machine or at any other outlet that NAB makes available for such purpose. Please note that whilst the Express Business Deposit Machine may be available 24/7, the deposits will only be processed on a banking day during NAB business hours (which can vary between branches).

32.4 Your Paper Slip Deposit Bag must be used in the following way:

- (a) You must comply with the following conditions:
 - i. any AUD cash deposited must be enclosed in the section of the paper slip deposit bag marked for cash contents (top section); and

- ii. a paper slip deposit bag must only contain cash in the form of notes and/or coin and must not contain any cheques, money orders or merchant slips
- iii. the paper slip deposit bag must contain a fully completed credit/deposit slip accurately recording the contents of the paper slip deposit bag; and
- iv. the paper slip deposit bag must fully display the credit/deposit slip referred to in (ii) above in the clear window of the section marked for items other than cash contents; and
- v. the cash portion of the bag must be fully completed; and
- vi. the paper slip deposit bag must not contain any item other than those described in (i) to (iv) above;
- vii. the deposit details on the paper slip deposit bag must be fully and accurately completed and the paper slip deposit bag must be completely sealed using the seals; and
- viii. the seals on the paper slip deposit bag must be fully intact, in no way damaged and with no evidence of tampering

(b) no container other than the paper slip deposit bag provided by NAB is to be lodged in the express business deposit box or Express Business Deposit Machine.

(c) You acknowledge and agree that:

- i. NAB will not provide any receipt for any paper slip deposit lodgement; and
- ii. the Express Business Deposit Machine can generate a print-out record at the time of lodgement limited to the following information: Bag number and time/date acknowledgment of the lodgement, and that you must therefore retain your own comprehensive records of each paper slip deposit.

33 Using the Digital Service

33.1 You may use the NAB Express Business Deposit Service (“the service”) to make deposits by lodging the Digital Deposit Bag at any NAB outlet that has an express business deposit box, an Express Business Deposit Machine or at any other outlet that NAB makes available for such purpose.

33.2 You may use the Digital Deposit Bag to deposit only your funds:

- (a) AUD cash, with a minimum deposit of \$500.00.
- (b) consisting of no more than \$300.00 in coins of which no more than \$100.00 can be silver coin.

Subject to (b) above a deposit in coins only is not subject to the \$500.00 minimum specified in (a) above.

33.3 You must use a digital deposit bag:

(a) when the earliest of the following occurs;

- i. you exhaust the supply of paper slip deposit bags you have on hand,
- ii. if NAB instructs you to use the digital deposit bags instead.

(b) by lodging the digital deposit bag in an Express Business Deposit box at any NAB outlet which has an express business deposit box, an Express Business Deposit Machine or any other outlet that NAB makes available for such purpose. Please note that whilst the Express Business Deposit Machine may be available 24/7, the digital deposit bag will only be processed on banking days during NAB business hours (which can vary between branches).

(c) in a manner which complies with the following:

- i. a digital deposit bag must only contain cash in the form of notes and/or coin and must not contain any cheques, money orders or merchant slips.
- ii. details of the deposit have been accurately completed online prior to the lodgement of the digital deposit bag, via internet banking, NAB Connect or any other digital interface made available by NAB.
- iii. the digital deposit bag must not contain any item other than those described in (i) above; and
- vi. the seals on the digital deposit bag must be fully intact, in no way damaged and with no evidence of tampering.

33.4 Conditions applicable to all Express Business Deposits

- (a) Deposits must be made to credit a NAB (includes BNZA) eligible business account or authorised Agent Bank/Credit Union customer's account only.
- (b) no container other than the EBD bag provided by NAB is to be used for an EBD.
- (c) The EBD bag is to be used to deposit only your cash and is not to be used to deposit cash belonging to a third party.
- (d) Any instructions appearing on an EBD bag are subject to change and must be followed by you.

33.5 Subject to Clause 6A, NAB is not liable for any loss or damage caused directly or indirectly to a user by:

- (a) any breakdown or interruption in the service due to circumstances beyond NAB's control;
- (b) any corruption of data and any breakdown, interruption or errors caused to a user's computer or computing equipment as a result of using the service or as a result of software being downloaded to a user's computer for the purposes of the service;
- (c) intermittent interruptions to the service from time to time;

(d) any delays or errors in the execution of any transaction or instruction in respect of your account because of any breakdown or interruption in the service due to circumstances beyond its control;

33.6 NAB is not obliged to but may in its discretion accept, retain or process any attempted deposit using the service which does not comply with clauses 32.2 to 33.4 of these terms and conditions (a 'non-conforming deposit'). In respect of any non-confirming deposit NAB may in its discretion reject or return the relevant deposit bag to you unprocessed or partially processed.

33.7 You will ensure that any EBD bag provided to you is not released to any person not authorised by you to use it on your behalf and will establish and maintain security measures to comply with this condition. NAB is entitled to assume that any use of an EBD bag provided to you has been made by a person duly authorised by you to use it on your behalf, regardless or:

- (a) whether the person is so authorised; and
- (b) the true identity of the person.

33.8 You will notify NAB immediately of any theft or loss of any EBD bag provided to you by NAB.

33.9 NAB may in its discretion (acting reasonably) decline a customer request for the use of the Express Business Deposit Service.

34 Crediting accounts

34.1 If an EBD bag is lodged at a NAB outlet or any other outlet that NAB makes available for such purpose after close of business on a banking day NAB may treat this for all purposes as though the deposit bag was lodged on the next banking day.

34.2 Subject to clauses 32 and 33 of these terms and conditions, deposits made using the service will be credited to the relevant account as follows:

If an EBD is lodged at a NAB outlet prior to close of business on a banking day the following applies:

- (a) for interest calculation purposes the amount recorded on the paper deposit slip or digital deposit will be credited to the relevant account on that banking day.
- (b) for the purposes of withdrawal of the amount recorded digitally or on the paper deposit slip, the following applies:
 - i. the amount recorded on the paper deposit slip or digital deposit may at NAB discretion be credited to the relevant account immediately; and
 - ii. the amount recorded on the paper deposit slip or digital deposit will be credited to the relevant account no later than commencement of business on the next banking day.

34.3 All crediting of a relevant account pursuant to clause 34.2 is subject to the following:

(a) The credit is subject to NAB verification of the contents of the EBD bag.

Any discrepancy between the amount or details of the deposit recorded on the paper deposit slip or digital deposit and the actual contents of the EBD bag once that discrepancy is discovered will be reflected in your account statement as an adjustment to your account balance as set out in this clause. In the absence of evidence to the contrary, NAB records of the contents of the EBD bag will be sufficient evidence of same. However NAB will not rely on NAB records where it would be unfair for it to do so.

To the extent of any such discrepancy NAB may:

- i. reduce or reverse or partially reverse the credit to the relevant account; or
- ii. debit the relevant account or another account; or
- iii. increase the credit or make an additional credit to the relevant account.

34.4 NAB does not accept the deposit of a cheque as part of this service but in the event that it chooses at its discretion to do so, the following applies:

(a) The proceeds of any cheques, payment orders or other negotiable instruments deposited will not be available for withdrawal until cleared.

(b) To the extent of the amount of any such instruments which are not cleared which were included in the credit to the relevant account NAB may:

- i. reduce or reverse or partially reverse the credit to the relevant account; or
- ii. debit the relevant account or another account.

(c) NAB may in its discretion refuse to process third party cheques. To the extent of the amount of any third party cheques included in the credit to the relevant account, NAB may:

- i. reduce or reverse or partially reverse the credit to the relevant account; or
- ii. debit the relevant account or another account. If NAB processes a cheque you agree to indemnify NAB against all claims or liabilities it may incur as a consequence, except to the extent NAB's fraud, negligence or misconduct (or the fraud, negligence or misconduct of NAB's officers, employees, contractors and agents) contributed to the relevant claim or liability incurred.

35 Liability

35.1 NAB will exercise due care and diligence in safeguarding EBD bags you lodge.

35.2 Subject to clause 35.1 and clause 6A of these terms and conditions, NAB is not responsible for and excludes all liability for any loss or damage (including any indirect or consequential loss or damage) which you may suffer or incur as a result of:

- (a) your breach of any of these terms and conditions;

- (b) any loss or damage to an EBD bag or its contents which is outside NAB's control;
- (c) any discrepancy between the amount of the details recorded digitally or on a paper deposit slip and the actual contents of an EBD bag containing that deposit slip or digitally linked to that deposit as verified by NAB;
- (d) any reasonable delay in NAB verifying the contents of an EBD bag or of notifying you of any discrepancy between the amount or details of the deposit recorded digitally or on the paper deposit slip and the actual contents of the deposit bag;
- (e) any use of the service by you, your employees, contractors or invitees, whether or not authorised by you;
- (f) the exercise by NAB of its rights under these terms and conditions;
- (g) any outage or failure of service or systems (whether provided by NAB or a third party) in connection with: internet banking, NAB Connect or other digital platform offered by NAB for the purpose of recording a digital deposit, or any process undertaken by NAB in the recording or crediting a digital deposit which is beyond NAB's reasonable control and results in either a digital deposit being recorded inaccurately or being recorded or credited later than the date of lodgment of the digital deposit.

35.3 NAB may in its discretion outsource the function of collection of EBD bags and verification of contents. For this purpose you authorise NAB to release information concerning you to the party to whom NAB so outsources functions for use in connection with the performance of that function.

35.4 Subject to clause 6A, you agree to indemnify NAB fully against any liability loss or damage suffered or incurred by NAB arising out of or in connection with any claim demand or action brought against NAB arising directly or indirectly from your use of the service.

35.5 Without limiting any other terms or conditions, you authorise NAB to debit any account with any monies due and owing to NAB at any time under those terms and conditions.

36 Authorisations

Your operation of the service will be governed by the authorisations on your Account Authority Card and/or Verbal Account Authority Agreement and/or your Internet Banking User Nomination Form, NAB Connect or other approved digital interface Terms and Conditions.

37 Fees

NAB may charge you fees and charges for access to and use of the service and for purchase of EBD bags which are set out in 'Business Banking Fees – A guide to fees and charges' available from NAB at any time. NAB may debit any account with the amount of any such fees and charges.

38 Banking Code of Practice – Refer to clause 6 in Part B of this booklet.

39 GST

Notwithstanding any other provision of these terms and conditions:

- (a) In the event that GST has application to any supply made under or in connection with this service NAB may, in addition to any amount or consideration payable in accordance with this service, 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.
- (b) Without limiting the generality of the foregoing, in the event that NAB is not entitled to an input tax credit in respect of the amount of any GST charged to or recovered from NAB by any person, or payable by NAB, or in respect of any amount which is recovered from NAB by way of reimbursement of GST referable directly (or indirectly) to any supply made under or in connection with this service, NAB 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.
- (c) Any additional amount on account of GST, or on account of an amount for which NAB is not entitled to an input tax credit, recoverable from you pursuant to clause 39(a) or 39(b) shall be calculated without any deduction or set-off of any other amount and is payable by you upon demand by NAB whether such demand is by means of an invoice or otherwise.

40 Termination

Either party may terminate your use of the service at any time by written notice to the other party. Such termination will not affect any obligations incurred by you under these terms and conditions. All monies due and payable by you to NAB under these terms and conditions will immediately become due and payable on the date of termination. NAB will give you 30 days written notice of such termination, unless NAB believes shorter notice is necessary for NAB to avoid, or to reduce, a material increase in its credit risk or its loss.

41 Separate conditions

All terms and conditions and fees and charges applicable to your accounts continue to apply.

42 Governing law

These terms and conditions shall be governed by and interpreted according to the law for the time being of the State of Victoria. You and NAB submit to the non-exclusive jurisdiction of the courts of the State of Victoria. If the laws of the state or territory where you reside include mandatory protections that are available to you (including because you are an individual or small business), then this clause does not operate to exclude those protections.

Part F Definitions

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

Part A and B

Meaning of words

‘account holder’ means a person who has an account in their own name or, if in joint names, in respect of which NAB may act on the instructions of any 1 or more of them.

‘AEDT’ means Australian Eastern Daylight Time.

‘AEST’ means Australian Eastern Standard Time.

‘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)

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

‘consequential loss’ means a loss that arises in circumstances where one party has breached a duty to the other, and which is indirect (for example, a loss of business, good will, opportunity, profits or earnings), but does not include loss that could not reasonably be considered as arising from the breach or which arises because of a failure by a party to mitigate the effect of that breach.

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

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

‘NAB Group’ means National Australia Bank Limited ABN 12 004 044 937 and its subsidiaries and related entities.

‘PayTo’ means the service which enables us to process NPP Payments from your account in line with a PayTo Agreement you’ve established with a Merchant or Payment Provider that subscribes to the service.

‘PayTo Agreement’ means an agreement established by you and an approved Merchant or Payment Provider, where you authorise us to make payments from your account.

‘Payment Provider’ means an approved payment service provider or payment initiator other than your bank, who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your account.

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

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

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

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

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

‘you / your’ means the account holder(s) who opens the account and if there is more than 1, you means each of them separately and every 2 or more of them jointly. You includes your successors and assigns and in relation to your rights to operate the account, any other authorised signatory to the account acting within his or her authority.

Part C

Meaning of words

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

‘available balance’ means the amount in your transaction account less any outstanding authorisations set out in clause 16.2.

‘authorised cardholder’ means a person you have authorised to operate your transaction account and to be issued with a NAB Business Visa Debit card.

‘authorised party’ means an account signatory with **‘amending & transacting’** authority on the linked transaction account according to the Account Authority Card or a NAB Connect Administrator.

‘card’ means a card issued by NAB for use in relation to your account. It may include NAB Debit Card, NAB Business Visa Debit card and Deposit Only Cards.

‘card details’ means:

- (a) Your NAB Business Visa Debit card number; and
- (b) Your NAB Business Visa Debit card expiry date, as set out on your card or any representation of those details which allow a transaction to be performed.

‘cash withdrawal’ means cash supplied by use of your NAB Business Visa Debit card on your transaction account including each such amount converted in accordance with clause

‘contactless authorisation method’ means the method of confirming your authority to make a contactless purchase, if any.

‘contactless purchase’ means a method of authorising purchases

- (a) by waving or tapping a card (which is capable of making a contactless purchase) in front of a contactless reader and without having to insert or swipe the card; or
- (b) when available, waving or tapping an eligible device (e.g. mobile phone device or wearable device) in front of a contactless reader to transmit linked card details using Near Field Communication and complying with any required contactless authentication method.

‘contactless reader’ means an electronic device at a merchant which can be used to make a contactless purchase.

‘electronic banking facility’ means each banking facility available through the Internet or by telephone from NAB and any other electronic banking facility advised to you by NAB from time to time, including contactless readers.

‘linked transaction account’ means an eligible account issued by NAB which can be linked to a NAB Business Visa Debit card.

‘merchant’ means a provider of goods and services.

‘NAB Business Visa Debit card’ means a card issued by NAB for use on your linked transaction account.

‘Near Field Communication (NFC)’ is a form of contactless communication available on compatible devices such as smart phones or tablets.

‘purchase’ means each amount charged by the supplier for the supply of any goods or services purchased by the use of a card (including a BPAY transaction), including each such amount converted in accordance with clause 19.2.

‘Undesirable merchant’ means a merchant who:

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

‘use’ in relation to a card means any physical use of the card, and any notification or use of the card number or any other identifying number or password issued by NAB in relation to the card or the account accessed by the card or to enable the card or the account to be used through an electronic banking facility, and the making of any payment to your account. Some examples of use of a card are:

- (a) physical use of the card in an ATM or other terminal device, or by waving or tapping a card at a terminal device including a contactless reader;

- (b) providing card details to a merchant by telephone or internet or via Near Field Communication at a contactless reader;
- (c) nominated the card number in a mail order or other authority to a merchant;
- (d) entering the card number or any identifying number issued in relation to the account accessed by the card under NAB's Telephone Banking facility into a device connected to that facility; and
- (e) any transaction conducted on the account accessed by the card through NAB's Internet Banking facility.

'Visa card scheme' means Visa International Service Association card payment scheme.

'you' means a person to whom the NAB Business Visa Debit card is issued and which is linked to a linked transaction account and where relevant, also means an authorised NAB Business Visa Debit cardholder.

Part D

Meaning of words

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

'account holder' means the person in whose name a nominated account is held.

'ATM' means Automatic Teller Machine.

'business account' means an account that is designed primarily for use by a business and established primarily for business purposes.

'business EFT transaction' means the part of an Electronic Funds Transfer which is the debiting of value from or crediting of value to a business account.

'card' means any debit or credit card issued by NAB for use with electronic equipment.

'card details' means:

- (a) your credit card number; and
- (b) your credit card expiry date, as set out on your credit card.

'cardholder' means a person who has been issued a card or any other person who has been nominated by an account holder to operate on a nominated account and who has been issued a card, or otherwise authorised by an account holder to use an account holder's card or card account details.

'contactless purchase' is a method of authorising purchases

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

- when available, by waving or tapping an eligible mobile device (which contains and is capable of transmitting Card Details) in front of an electronic device at a merchant using contactless communication available on the eligible mobile device to transmit Card Account Details, and complying with any required method of confirming your authority to make a Contactless Purchase.

'deposit only card' means a debit card issued by NAB which cannot be used to authorise withdrawals from nominated accounts.

'EFTPOS terminal' means an Electronic Funds Transfer at Point of Sale terminal.

'EFT transaction' means an Electronic Funds Transfer to or from an account which is initiated through electronic equipment using a card, card account details or PIN (or a combination of one or more of them) to debit or credit a nominated account but does not include:

- (a) any funds transfer which is authorised by a cardholder physically signing a document;
- (b) any funds transfer through a NAB channel with separate terms and conditions such as:
 - i. NAB Telephone Banking;
 - ii. NAB Internet Banking;
 - iii. NAB Connect.

'electronic banking facility' means each banking facility available through the Internet or by telephone from NAB and any other electronic banking facility advised to you by NAB from time to time.

'electronic equipment' means any electronic equipment which may be used in conjunction with a card or card account details including ATMs, EFTPOS terminals, contactless readers, personal computers, telephones, wearable devices or devices with integrated virtual assistants to carry out an EFT transaction.

To clarify, a PIN may not always be required as part of the authentication method when making purchases/payment via digital wallets (e.g. on a mobile phone or wearable device) and/or through devices with integrated virtual assistants.

Alternative authentication methods like a device code or biometric identifier (like fingerprint, voice and facial recognition) may be required in place of a PIN.

'ePayments Code' means the ePayments Code issued by the Australian Securities and Investments Commission and subscribed to by NAB on 20 March 2013.

'merchant' means provider of goods and services.

'nominated account' means an account which can be accessed by using your card and PIN and/or card details as authorised by the account holder. This also includes an account that you have designated as your main account under clause 26.2.

'PIN' means the Personal Identification Number allocated by NAB or personally selected by you.

'receipt' means a record of an EFT transaction.

'unauthorised transaction' means any EFT transaction where:

- (a) you claim that you did not engage in or have knowledge of or consent to the EFT transaction even though your card, card account details and/or the correct PIN were used to generate the disputed EFT transaction; or
- (b) through a technical malfunction you did use your card, card account details and/or PIN and the EFT transaction entered in your nominated account differs in value from the receipt. Please refer to clause 28.1.

'use' in relation to a card means any physical use of the card, and any notification or use of the card number or any other identifying number or password issued by NAB in relation to the card or the account accessed by the card or to enable the card or the account to be used through an electronic banking facility, and the making of any payment to your account. Some examples of use of a card are:

- (a) physical use of the card in an ATM or other terminal device;
- (b) providing the card number to a merchant by telephone or internet;
- (c) nominated the card number in a mail order or other authority to a merchant;
- (d) entering the card number or any identifying number issued in relation to the account accessed by the card under NAB Telephone Banking facility into a device connected to the facility; and
- (e) any transaction conducted on the account accessed by the card through NAB Internet Banking facility.

'you' means a cardholder or an account holder.

Part E

Meaning of words

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

F

'Agent Bank/Credit Union' means a bank or credit union that uses the services of NAB to provide certain services to its customers.

'AUD' means Australian Dollars.

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

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

‘business account’ means an account that is designed primarily for use by a business and established primarily for business purposes.

‘digital deposit bag’ means an EBD bag which is issued by NAB pursuant to this agreement for use following the entry of details of an EBD digitally.

‘digitally’ means via internet banking, NAB Connect or any other digital interface made available by NAB in connection with this service.

‘EBD’ means Express Business Deposit.

‘EBD bag’ means a tamper evident bag provided by NAB for the purposes of using the EBD Service and includes both a paper slip deposit bag and a digital deposit bag.

‘Express Business Deposit Machine’ means a machine located at a NAB outlet or other place which receives EBD bags and is capable of issuing an acknowledgement of receipt of the bag and includes, business deposit machine (BDM), Business Express Machine, selected Smart ATM Machines with EBD bag acceptance capability and any other repository device that replaces these or performs the same function.

‘GST’ means the meaning given to it in A New Taxation System (Goods and Services) Tax Act 1999.

‘Paper slip deposit bag’ means an EBD bag issued by NAB pursuant to this agreement which has been issued for use in conjunction with a paper deposit slip to be manually completed.

‘Third Party Cheque’ means a cheque presented to a financial institution for depositing, whereby the payee details on the cheque do not clearly match the account details for the deposit account

Privacy Notification

You agree that we can share and collect information to and from other financial institutions and payment providers about transactions to or from your account, whenever we consider it reasonably necessary. We will collect, use and share your personal information in accordance with our Privacy Notification and Privacy Policy. For information about our personal information handling practices and about how to make a privacy related request, enquiry or complaint, please refer to our Privacy Policy at nab.com.au/privacy.

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