



NAB Cash Manager

Terms and Conditions
effective 21 February 2009

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Summary of Important Information

Customer Service

You can contact us by:

- calling **13 BANK (13 22 65)** (8am-8pm) Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable), Monday to Friday, and select the option to speak to a Customer Service Representative;
- visiting our website **nab.com.au**;
- writing to us at Level 34, 500 Bourke Street, Melbourne VIC 3000; or
- hearing impaired customers with telephone typewriters can contact us via the National Relay Service on 13 36 77.

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:

Within Australia

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

If Overseas

NAB Debit card

- International code +613 8641 9083 (Mon-Fri 8:00am – 8:00pm EST) otherwise
- International code +613 8641 7905 (all other times)

Unauthorised transactions

If you believe there has been an unauthorised transaction on your account, please notify NAB by calling **13 BANK (13 22 65)** and select the option to speak to a Customer Service Representative.

NAB PIN

You may change your PIN as frequently as you wish at selected NAB Automatic Teller Machines ('ATMs') or Automatic Deposit Machines ('ADMs'). Refer to clause 19.5 of Part C of this booklet for further guidance on PIN selection. For a complete list of ATM and ADM locations, please contact NAB by:

- visiting **nab.com.au**; or
- calling **13 BANK (13 22 65)** and selecting the option to speak to a Customer Service Representative.

ATM/ADM emergency

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

- calling **13 BANK (13 22 65)** and selecting the option to speak to a Customer Service Representative; or
- calling Freecall 1800 036 066 after hours.

Note: As part of NAB's security procedures, transactions conducted at ATMs/ADMs may be photographed.

Things you should know

This booklet contains the terms and conditions for:

- NAB's Cash Manager Account, and
- NAB Electronic Banking (Debit cards); and
- NAB Internet Banking and NAB Telephone Banking

together with the following:

- NAB's flyer 'Indicator Rates – Deposit Products'.
- NAB's 'A Guide to Fees and Charges – Personal Banking Fees'.

These terms and conditions govern the operation of NAB's Cash Manager Account (listed in the Features at a Glance Table) and accessing NAB's Electronic Banking (Debit cards) service and NAB Internet Banking and NAB Telephone Banking service.

It is important that you read and understand the terms and conditions set out in this booklet that apply to your account, card or service. They set out a number of obligations which you need to be aware of including, for example, under clause 4.3 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 9 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.

This booklet, and indicator rates flyer are available from NAB at any time. If you have not already received copies of each item please contact NAB.

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

Interest earned on a NAB Cash Manager Account may form part of your assessable income.

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 Withholding Tax at the maximum marginal tax rate (plus the Medicare levy) from any interest income you earn on your NAB Cash Manager Account. If you are a non-resident of Australia, NAB may also be obliged to deduct Pay as You Go Withholding Tax.

NAB recommends that you seek independent tax advice.

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

Meaning of words

Words defined throughout this booklet have the meaning set out in the Definitions section towards the end of this booklet.

Features at a glance

This table provides a summary of the key features of the NAB Cash Manager account. More information about the features is set out in the terms and conditions of this booklet.

Account features	
Minimum opening balance	\$5,000
Ongoing balance	No minimum
Statements	Quarterly (or more frequently upon request)
Monthly Account Service Fee	\$0
Interest	
Interest rate	For the latest rate, visit www.nab.com.au or call the dedicated Service Centre on 1800 036 171
Interest calculated	Daily
Interest paid	Monthly
Interest paid to alternative account	✓
Account access	
ATM	✓
EFTPOS	✓
NAB branches	✓
NAB Internet Banking	✓
NAB Telephone Banking	✓
BPAY®	✓
Cheque book	✓
Electronic debits, electronic credits and periodic payments	✓
Third party access	✓
Additional features	
Ability to link to NAB Online Trading for easy buying and selling of shares	
Telephone Withdrawal and Facsimile Instruction facilities ¹	

For more information about NAB Cash Manager account features, refer to Part A, Account terms and conditions.

¹The NAB Telephone Withdrawal and Facsimile Instruction Facilities are only available to you if you have been referred to NAB by a financial adviser.

Fees and Charges Table

Fees and charges	
Monthly Account Service Fee	\$0
Unlimited access via: <ul style="list-style-type: none">• EFTPOS• NAB ATMs• NAB Internet Banking• NAB Telephone Banking• NAB branch deposits and withdrawals	\$0
Non-NAB ATM fee	\$2

Depending on your use of your NAB Cash Manager account, Service Fees may apply. Service Fees are set out in 'A Guide to Fees and Charges – Personal Banking Fees'.

NAB Staff Remuneration

Staff members may be entitled to receive additional monetary or non-monetary benefits and/or rewards resulting from participation in programs conducted by NAB. Monetary benefits or rewards may include an annual bonus the level of which may depend on the overall performance of the National Australia group of companies. Non-monetary benefits or rewards for staff members and their partners may include gift vouchers, film tickets, restaurant meals, attendance at an annual conference or other functions. Whether staff members receive any such benefits and rewards depend on a number of performance related factors including the level of remuneration generated for NAB from sales of products as a consequence of the staff member's advice.

It is not possible to determine at any given time whether a staff member will receive such benefits or rewards or to quantify them. They are generally not directly attributable to any particular product that the staff member has given advice on.

Commissions

NAB may pay commission to your financial adviser through whom the product detailed in this booklet is issued to you. Commissions may be paid to Investor Directed Portfolio Services ('IDPS'), an IDPS like scheme or a Nominee and Custody Service. NAB absorbs the cost of this commission payment to the financial adviser. There is no additional charge to you.

Trailing commission is paid to your financial adviser for introducing application monies to the product on a quarterly basis. Commission is calculated daily and paid quarterly based on the daily balance of your deposit at NAB. The rate of trailing commission will not exceed 1% (GST Inclusive) of the investment value. Currently the rate of trailing commission is 0.25% (GST) inclusive. We reserve the right to increase adviser commission at any time.

Your financial adviser may choose to rebate part or all of this commission from NAB to you. Any such commission amount will be credited into your account quarterly. If you choose not to use a financial adviser, you may not be entitled to any rebates of the commission outlined above. Details of the remuneration your financial adviser receives from NAB will be disclosed in their Statement of Advice or other disclosure document to you.

Where a financial adviser is noted on your account we may provide information on your account to that financial adviser including via a range of electronic information systems.

NAB may also pay alternative forms of remuneration to financial advisers. Your financial adviser may be entitled to receive additional pecuniary and non pecuniary benefits, bonuses and/or rewards resulting from promotional, performance related and/or loyalty programs should they be conducted at any time by NAB. These types of benefits are recorded in the Alternative forms of Remuneration Registers maintained by financial advisers, Australian financial licensees and NAB, which are available for inspection upon request. These types of payments will not be an additional charge to you.

Part A

Account terms and conditions

1 NAB Cash Manager Account

The following terms and conditions apply to the NAB Cash Manager Account ('the account').

How will the account work?

- 1.1 You may deposit any amount and you may only withdraw up to the available credit funds from your account. There is no overdraft facility available on the account.
- 1.2 If your account has insufficient credit funds available to satisfy any withdrawal, NAB may block your account from completing the withdrawal until sufficient credit funds are deposited and made available in your account.
- 1.3 Proceeds of any cheque or other item deposited in your account will not be available until the cheque or other item is cleared.
- 1.4 You must deposit at least \$5,000 to open an account. The account balance may fall below \$5,000 after the account has been opened. There is no minimum account balance which must be maintained. However, NAB may close your account if for any period greater than 3 months your account balance remains at nil.
- 1.5 The initial deposit to your account can be made at a NAB branch, or via NAB Internet Banking or NAB Telephone Banking using the funds transfer option.
- 1.6 You may deposit salary, dividend distributions, managed fund distributions, rental income and other regular deposits direct to your account by direct credit or by periodic payment from another NAB or non-NAB account.
- 1.7 You may arrange for regular deposits to be made to your account from another NAB account by setting up a periodic payment instruction through NAB Internet Banking. Periodic payments will be governed by NAB's standard terms and conditions relating to the service.
- 1.8 You may withdraw from your account at any of NAB's branches, subject to you providing suitable identification. You may arrange to access your account through NAB Internet Banking, NAB Telephone Withdrawal Facility, NAB Facsimile Instruction Facility and NAB Telephone Banking or similar electronic service provided by NAB. Such access will be governed by NAB's standard terms and conditions for the service.
- 1.9 NAB may upon request provide a cheque book or deposit book to access funds from your account.

- 1.10 You may use your account:
- (a) as the 'nominated account' for transactions in connection with a National Online Trading (NOLT) Facility; and
 - (b) as an account in conjunction with a National Online (NOL) facility including National Online Business and National Online Corporate.
- 1.11 A NAB Visa Debit card is not available to be issued in conjunction with this account.
- 1.12 NAB may at its discretion, allow you to overdraw your account to any amount permitted by NAB from time to time.

In this situation, you may be charged default interest and a Reference Fee and/or a Dishonour Fee in accordance with clause 3.

When will I receive statements?

- 1.13 NAB will send you statements of account at least 3 monthly, unless you request otherwise.
- 1.14 Amounts on your statement of account will be expressed in Australian dollars.

Eligibility criteria

- 1.15 You must be at least 18 years of age to open an account.
- 1.16 You may open an account in your name or jointly with another individual.

2 Calculation and payment of Interest

- 2.1 Where interest is payable by NAB, it is calculated on the daily credit balance of your account, as at the end of each day up to and including the day before the last banking day of each month. If applicable NAB will credit the interest to your account the next banking day.
- 2.2 Different rates may apply to different levels of your account balance (rates may also fluctuate). These levels of account balance and the rates applicable to them are notified to you at the time you open your account. Rates are detailed in NAB's flyer 'Indicator Rates – Deposit Products'. This flyer forms part of these terms and conditions.

What electronic access options are available?

- 2.3 For information on the electronic access options available refer to the Features at a Glance Table. Terms and Conditions for Telephone Withdrawal Facility and Facsimile Instruction Facility appear below. For Terms and Conditions for other electronic access options refer to Part D of this booklet.

NAB Telephone Withdrawal Facility

The NAB Telephone Withdrawal Facility is only available to you if you have been referred to NAB by a financial adviser. You agree that if you elect to withdraw from your account using the NAB Telephone Withdrawal Facility the following terms and conditions apply.

- 2.4 You can request a partial or total withdrawal from your account to accounts you have nominated for use with Telephone Withdrawal Facility by calling NAB in Melbourne toll free on 1800 036 071 by 4pm (Melbourne time) on any banking day. The withdrawal request will usually be processed the next banking day.
- 2.5 When NAB receives a telephone withdrawal request to transfer money to your nominated accounts, NAB will act on that request as if a written request has been received. Where a telephone withdrawal request to transfer money to an account other than one of your nominated accounts is received by NAB, the request must be confirmed in writing prior to the transfer being processed.
- 2.6 You are responsible for all requests made using the NAB Telephone Withdrawal Facility which purport to have been made by you, irrespective of the identity of the caller.
- 2.7 NAB shall not be responsible for any loss, damage or liability you may suffer or incur by reason of, or in connection with:
 - (a) NAB acting on any telephone withdrawal request which purports to have been made by you, irrespective of the identity of the caller;
 - (b) NAB's failure to act or delay in acting on any telephone withdrawal request.

You agree not to make any claim or demand against NAB in respect of any such loss, damage or liability and shall indemnify NAB against any loss, damage or liability NAB may suffer or incur as a result of NAB acting in accordance with the terms and conditions applicable to the NAB Telephone Withdrawal Facility.

- 2.8 Cheques made payable to third parties can be provided where written authority has been given to NAB.

Facsimile Instruction Facility

The NAB Facsimile Instruction Facility is only available to you if you have been referred to NAB by a financial adviser. You agree that if you elect to use the Facsimile Instruction Facility the following terms and conditions will apply.

- 2.9 NAB is authorised to accept and act upon any facsimile message sent to NAB facsimile numbers which purports to have been sent by you or any person you have authorised to transact on your account in accordance with the signature section of the application form you completed when you requested the Facsimile Instruction Facility.

- 2.10 All instructions facsimiled to NAB for processing on a particular day must be received by NAB by 4pm (eastern standard time) on the preceding banking day. NAB reserves the right to hold any instructions received after this time for processing on the following banking day.
- 2.11 You are responsible for all facsimile instructions given in relation to your account which purports to have been sent by you or any person you have authorised to transact on your account in accordance with the signature section of the application form you completed.
- 2.12 NAB shall not be responsible for any loss, damage or liability you may suffer or incur by reason of, or in connection with:
- (a) NAB acting on any facsimile instruction which purports to have been sent from you or any person authorised by you in accordance with the signature section of the application form you completed;
 - (b) any error contained within the facsimile message irrespective of whether the error originated in the transmission or the receipt of the facsimile message;
 - (c) any delays in transmission or payment;
 - (d) any non-receipt by NAB of a facsimile message which appears to have been transmitted by you or by an authorised person/s.

You agree not to make any claim or demand against NAB in respect of any such loss, damage or liability and shall indemnify NAB against any loss, damage or liability NAB may suffer or incur as a result of NAB acting in accordance with the terms and conditions applicable to the Facsimile Instruction Facility.

What fees are applicable to this account?

- 2.13 NAB may debit your account with account fees and other standard service fees, the amount and nature of which are detailed in the Fees and Charges Table in this booklet and in 'A Guide to Fees and Charges – Personal Banking Fees', which is available from NAB at any time.
- 2.14 NAB may debit your account with government charges, duties and taxes relating to your account. For further information refer to NAB's booklet 'A Guide to Fees and Charges – Personal Banking Fees', available from NAB at any time.

3 Overdrawn account

- 3.1 If your account is overdrawn, you must put the account in credit within 7 days.
- 3.2 You will pay NAB interest at the default rate applicable to personal accounts on the overdrawn amount and for the period of time your account remains overdrawn. The default rate is set out in NAB's flyer 'Indicator Rates – Deposit Products'.

- 3.3 Interest is calculated on the daily debit balance of your account as at the end of each day (up to and including the day before the last banking day of each month) and will be charged to your account on the last banking day of each month.
- 3.4 You may also incur a Reference Fee and/or a Dishonour Fee, the amount and nature of which are detailed in 'A Guide to Fees and Charges – Personal Banking Fees', which is available from NAB at any time.

4 Payment facilities

4.1 Cheques

NAB provides cheque access to your account. If you have cheque access to your account, the following terms and conditions apply:

4.1.1 General provisions

- (a) each cheque must be completed properly and with due care so as to avoid fraudulent alteration and in accordance with the signing authority you give NAB.
- (b) when a cheque is drawn on your account by any person, 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) constitute an authority to pay those funds to the payee, endorsee, holder, bearer, depositor or presenter of the cheque or that person's bank.
- (c) 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.
- (d) 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.
- (e) you must notify NAB immediately on **13 BANK (13 22 65)** 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.
- (f) you must take reasonable care and precautions to prevent unauthorised, stolen, forged or fraudulently altered or drawn cheques being presented to NAB.

- (g) you must keep cheque forms issued to you in a safe place and you must notify NAB immediately on **13 BANK (13 22 65)** if they are lost, stolen or misused. If you do not, then subject to any applicable law, you do not have any right to make a claim against NAB in respect of such a matter (for example, a forged cheque).
- (h) you authorise NAB to pay a cheque drawn on your account, even though it is a stale cheque within the meaning of the Cheques Act 1986.
- (i) you authorise NAB to pay a post dated cheque drawn on your account at any time before the date of the cheque arrives.

4.1.2 Stopping payment on a cheque

- (a) you may stop payment on a cheque before it has been paid by providing the cheque details required by NAB. To stop payment, immediately notify NAB by:
 - (i) calling NAB on **13 BANK (13 22 65)** between 8am and 8pm (EST), Monday to Friday; or
 - (ii) notifying any NAB branch either in person or by phone.
- (b) if you advise NAB by phone, your written confirmation may be required.
- (c) NAB may charge a fee for stopping payment on a cheque, the amount and nature of which are detailed in 'A Guide to Fees and Charges – Personal Banking Fees'.

4.1.3 Dishonouring cheques

- (a) your cheque may (at NAB's 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, has a date that has not yet arrived or has been materially altered (e.g. by a change for the amount originally stated on it) and you have not signed the alteration;
 - (iii) you have instructed NAB to stop payment of your cheque; or
 - (iv) NAB has received notice of your mental incapacity or of your death.
- (b) you may also incur a Dishonour Fee, the amount and nature of which are detailed in 'A Guide to Fees and Charges – Personal Banking Fees', which is available from NAB at any time.

4.1.4 Crossing Cheques

- (a) a cheque with two parallel lines across it, with or without the words 'not negotiable' written between them, is a crossed cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed. If NAB does cash the cheque, it may be liable for any loss suffered by the true owner.
- (b) a crossing may be added by you when you make a cheque or by any person who obtains possession of your cheque.

4.1.5 Not Negotiable' cheques

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. 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.

4.1.6 'Account payee only' cheques

- (a) if you write the words 'account payee only' on a cheque, you are warning the bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.
- (b) the words 'account payee only' do not prevent the transfer of a cheque.

4.1.7 'Or bearer' or 'order' cheques

- (a) the words 'or bearer' (except where the cheque is crossed), mean that a bank may pay the cheque to whomever is in possession of the cheque, not only the person named on 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. If you delete these words, the cheque becomes an 'order' cheque.
- (b) 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:
 - (i) to the named payee; or
 - (ii) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

4.1.8 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:

(i) do not leave gaps between the words or figures;

(ii) begin the amount in words as close as possible to the left hand side;

(iii) begin the amount in figures as close as possible to the dollar sign (\$);

(iv) never write a cheque in pencil or ink that can be rubbed out;

(v) never sign a cheque before it is used or filled out; and

(vi) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

4.1.9 When is a cheque 'cleared'?

(a) you should allow a minimum of 3 banking days for a cheque that is deposited into your account to clear, after which time the funds are available to you.

(b) 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 also applies to cheques made payable to 'cash'.

(c) 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.

4.1.10 Special clearance

You can arrange for a cheque to be cleared in less than the usual time by requesting a special clearance. Special Clearance fees are detailed in 'A Guide to Fees and Charges – Personal Banking Fees', which is available from NAB at any time.

4.1.11 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.

4.1.12 Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable.

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 and non-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; or
- (g) a bank cheque is presented by a person who is not entitled to the cheque proceeds.

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

4.2 Direct Debits

You may make regular payments to a third party (Debit User), by authorising the Debit User to debit your account with NAB.

4.2.1 General provisions

- (a) the Debit User will provide you with their direct debit request agreement. Only Debit Users approved by a financial institution can make these arrangements on your behalf.
- (b) the Debit User request 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.

4.2.2 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 branch or call a Customer Service Representative on **13 BANK (13 22 65)** between 8am and 8pm (EST), Monday to Friday.

NAB will promptly process your instruction.

- (b) if you lodge a written claim with NAB regarding a disputed amount, you should receive a response within 7 banking days.
- (c) NAB suggests you also contact the Debit User. This may be especially helpful if you believe that an incorrect amount has been debited to your account.

4.2.3 Cancellation of direct debit authority

- (a) you may cancel your direct debit arrangements with a Debit User by calling NAB on **13 BANK (13 22 65)** or visiting your branch 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.

4.2.4 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. If the debit is dishonoured, you may incur a Dishonour Fee, the amount and nature of which is detailed in 'A Guide to Fees and Charges – Personal Banking Fees', which is available from NAB at any time.

- (b) NAB does not have to notify you if a debit is dishonoured or otherwise not made.

4.2.5 Multiple authorities

- (a) if you have more than 1 direct debit arrangement with a Debit User on your account and you cancel 1 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.

4.3 You must check your statements

Without limiting any part of these conditions, 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 you did not authorise or for which the information recorded is incorrect. If you do not, then subject to any applicable law, you do not have any right to make a claim against NAB in respect of such a matter (for example, a forged cheque).

4.4 Indemnity

Subject to any applicable law, you agree to release and indemnify NAB and exclude NAB from all liability which NAB may have:

- (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; and you authorise NAB to debit any account of yours with the amount of the indemnity.

5 How is the operation of the account governed?

The operation of your account will be governed by the signing authority which you provide to NAB when you open your account. The signing authority specifies who is authorised to operate your account and whether they may do so alone or jointly.

6 What conditions apply to joint accounts?

- 6.1 If there are 2 or more of you, you will be treated as holding the account jointly and NAB may accept for credit to your account any cheque, payment order or bill of exchange that is not payable to all of you. This means that each accountholder has the right to all of the balance of the account, jointly with the other accountholders.
- 6.2 If any of you die, the account will be treated as the account of the survivor or survivors jointly.

- 6.3 Unless any of you request otherwise, NAB statements and notices (including notification of any variation to these terms and conditions) will be forwarded to the mailing address of the first of you named on your account. You will all be deemed to have received any NAB statements and notices forwarded in accordance with the terms and conditions in this booklet.
- 6.4 A joint accountholder 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 accountholders, NAB may require all joint accountholders to sign any authority to operate the account.
- 6.5 The liability of accountholders under an account held in joint names is joint and several. This means each and all of the accountholders are liable for the whole of any debit balance on the account.

7 NAB's right to combine or set-off accounts

NAB can combine or set-off the balance of 2 or more of any type of accounts, credit facilities or other products held by the accountholder with NAB, even if they are held at different branches or in joint names. This may happen when one of the accountholder's accounts is overdrawn or is in debit and another is in credit. For example, the credit balance in 1 account can be used to repay the debit balance in another account. NAB will promptly inform you if it has exercised this right and NAB need not give you notice in advance. The accountholder does not have a right of combination or set-off unless NAB has agreed.

8 Inactive accounts

At NAB's discretion, if your account is not used for a period NAB may:

- (a) cease the crediting of interest and issuing of statements;
- (b) restrict access to your account;
- (c) close your account transferring any remaining balance to the Commonwealth Government.

NAB will notify you at your last known address at least 30 days before any such variation takes effect.

Part B

General Matters

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

9 Code of Banking Practice

- 9.1 NAB has adopted the Code of Banking Practice and relevant provisions of the Code apply to the accounts, cards and services included in this booklet, if you are an individual or a small business customer (as defined by the Code).
- 9.2 You can obtain from NAB upon request:
- (a) information on NAB's current interest rates and standard fees and charges relating to the accounts, products and services included in this booklet, if any;
 - (b) general descriptive information concerning NAB's banking services including:
 - (i) general descriptive information about cheques for accounts with cheque access;
 - (ii) account opening procedures;
 - (iii) NAB's obligations regarding the confidentiality of your information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of you informing NAB promptly when you are in financial difficulty;
 - (vii) the advisability of you reading the terms and conditions applying to each banking service NAB provides to you;
 - (c) general descriptive information about:
 - (i) the identification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;
 - (ii) the options available to you under the tax file number legislation; and
 - (iii) a copy of the Code of Banking Practice.

10 Notice provisions

NAB will give you notice of changes to the account, card and services included in this booklet as set out in the table below and you agree to receive notice in such ways.

10.1 Changes NAB may make

In addition to the other changes NAB may make to the terms and conditions in this booklet which are detailed in this booklet, NAB may change any other terms and conditions (including by imposing new fees or charges, changing the amount, type or method of calculation of fees and charges payable). NAB will make any changes in accordance with any applicable legislation and industry codes.

10.2 How does NAB notify you of changes?

NAB will give you notice of changes to the account, card and services included in this and services in this booklet as set out in the table below and you agree to receive notice in such ways.

Type of Change	Method of Notification	Time Frame
Changes relating to the NAB Cash Manager account 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	By media advertisement	No later than the day the change takes effect
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 & B	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 Part C		
Changes to the daily limit that can be withdrawn or transferred from your card	In writing or electronically	At least 20 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 20 days (or any longer period allowed by law)
Changes to an increase in the accountholders liability for losses relating to EFT transactions	In writing or electronically	At least 20 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 Electronic Banking (Debit cards) terms and conditions in Part C.	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.

Changes relating to the use of NAB Internet Banking and NAB Telephone Banking in Part D		
Any change to or imposition of a daily or other periodic transaction limit	In writing or electronically	At least 30 days prior to the change taking effect
Any change to the number and type of accounts on which a transaction may be made, or type of transactions that may be made	In writing or electronically	At least 30 days prior to the change taking effect
An increase in the accountholder's liability for losses relating to EFT transactions	In writing or electronically	At least 30 days prior to the change taking effect
Changes to fees and charges (including the introduction or increase of charges relating solely to the use of a NAB ID, authentication service or password or the issue of an additional or replacement NAB ID, authentication service or password)	In writing or electronically	At least 30 days before the change takes effect
Any other changes to the terms and conditions in Part D	In writing or electronically	At least 30 days before the change takes effect
In relation to changes to NAB Internet Banking and NAB Telephone Banking, to the extent permitted by any applicable legislation and industry codes, NAB reserves the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of NAB's systems or individual accounts.		
General Notification Provisions		
Changes to government fees and charges	In writing, electronically or by media advertisement	As soon as practicable after, but no later than 3 months after the change takes effect.

10.3 How do you notify NAB of changes?

Type of Change	Method of Notification	Time Frame
Change of Address (including nominated electronic address)	In writing, in person at any NAB branch, via NAB Internet Banking or by calling us on 13 BANK (13 22 65)	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 branch or by calling us on 13 BANK (13 22 65)	As soon as possible

10.4 Electronic communication

If you are a NAB Internet Banking user:

- (a) you agree that, subject to clause 10.6(a), notices, certificates, consents, approvals and other communications in connection with the terms and conditions in this booklet from NAB, may be given electronically:
 - (i) by electronic mail to your nominated electronic address; or
 - (ii) by being made available at NAB's website using the service, unless you request otherwise. Unless you so request, NAB may not give you communications in other ways (e.g. in writing).
- (b) where communications are made available using the service, NAB will provide you with the ability to readily retrieve the information (e.g. by providing a link to NAB's website).

10.5 If you are not a NAB Internet Banking user and:

- (a) if you agree, NAB may advise you of any alterations or other changes under clause 10.1 by electronic mail to your nominated electronic address.
- (b) if you so agree, NAB may not give you notice in other ways (eg in writing).
- (c) you may change your nominated electronic address or withdraw your agreement to receive notices by electronic mail by giving NAB notice.

10.6 For the purposes of clauses 10.4 and 10.5:

- (a) you may request a paper copy of a communication given electronically within 6 months of the electronic copy being received or made available.
- (b) a communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer, and is effective when received even if no person is aware of its receipt.
- (c) for 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.

11 Complaints

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

NAB has available on request information about the procedures for lodging a complaint. For more details about our internal dispute resolution procedures please ask for our complaints resolution brochure.

If you subsequently feel that an issue has not been resolved to your satisfaction, you may be able to raise your concerns with the Financial Ombudsman Services Limited if you are an individual or small business owner.

12 Can NAB elect not to apply a fee or charge?

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

13 Governing law

The terms and conditions in this booklet and the transactions contemplated by these terms and conditions are governed by the law in force in Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those courts.

Part C

NAB Electronic Banking (Debit cards) terms and conditions

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

14 Application of NAB Electronic Banking (Debit cards) terms and conditions

14.1 When do these NAB Electronic Banking (Debit cards) terms and conditions 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 accountholder or any cardholder conducts an EFT transaction on any nominated account;
- (c) any cardholder receives their card.

However, note clause 19.5 and the guidelines on security in clause 19.6 apply immediately upon receipt of the PIN.

14.2 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 or ADMs 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; and
- (d) using your card account details through other electronic equipment.

14.3 Other terms and conditions

Separate terms and conditions exist for any of the nominated accounts which can be accessed using your card.

If there is any inconsistency between the terms and conditions in this Part C and the terms and conditions applying to your nominated account, these NAB Electronic Banking (Debit cards) terms and conditions apply to the extent any inconsistency exists in respect of EFT transactions, except for notice of cancellation or revocation of any electronic banking facility.

15 Limits on EFT transactions

15.1 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's card based electronic banking facilities.

15.2 Number and type of accounts

There is a limit to the number and type of accounts which can be accessed using NAB's card based electronic banking facilities. Some types of electronic equipment may not allow access to all types of accounts.

NAB Debit cardholders

You may nominate 2 main cheque or 2 main statement savings accounts, including home loan and personal loan accounts as your main account(s).

You may also nominate 3 other cheque or statement savings accounts as nominated account(s).

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'.

15.3 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) to purchases and withdrawals of cash undertaken using your card and PIN.

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's card based electronic banking facilities. However, the advised limit does limit your liability for unauthorised transactions (see clause 19).

15.4 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. Neither a cardholder nor an accountholder may request NAB to stop or alter the EFT transaction. However, the accountholder's liability for the EFT transaction could be limited in terms of clause 19.

16 Card based electronic banking facilities

16.1 NAB ATMs and ADMs

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

NAB's 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.

NAB's ADMs allow you to deposit funds into nominated accounts using a deposit only card and PIN.

It is your responsibility to familiarise yourself with the correct use of ATMs and ADMs. If you are unsure or require assistance in the operation of the ATM or ADM, please seek assistance from NAB's branch staff or contact NAB using the Customer Service details in Summary of Important Information at the front of this booklet.

16.2 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.

16.3 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.

16.4 Other transactions through electronic equipment

The merchant or other person may impose their own restrictions on these EFT transactions. NAB accepts no responsibility for such restrictions.

16.5 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.

16.6 Fees

Fees may apply to any EFT transaction you undertake with NAB's card based electronic banking facilities, the amount and nature of which are detailed in 'A Guide to Fees and Charges – Personal Banking Fees'.

17 Operation of card based electronic banking services

17.1 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 or ADMs (see clauses 18.1 and 18.2).

17.2 Statements

- (a) for all nominated accounts a statement is issued in accordance with the terms and conditions for the nominated account(s).
- (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.

17.3 Review statements of account

You should always review your statement and bring to NAB's 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 the Customer Service details in Summary of Important Information at the front of this booklet.

17.4 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 'ATM/ADM emergency' details in Summary of Important Information at the front of this booklet.

17.5 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, ADM or EFTPOS terminal.

(a) your card is issued with validity dates denoting month and year e.g. 06/07 is June 2007. 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 or ADM if you repeat invalid PIN entries. The number of additional entries allowed after the first invalid entry may be varied at NAB's discretion and is not subject to any prior notice.

17.6 EFTPOS terminal malfunction

In the event of an EFTPOS terminal malfunction or failure, the merchant may provide alternative manual procedures to enable a transaction to be made. You will be required to present your card for imprinting of a transaction voucher, indicate one of the main nominated accounts, and sign the transaction voucher. (The procedure is similar to that used for paper voucher credit card transactions.) NAB reserves the right to vary the manual procedure at any time.

If you have indicated on the paper voucher that a main nominated account is to be debited, and that account is closed or has insufficient funds available, NAB may redirect the debit entry to the other main nominated account without notice to you.

17.7 Merchants

NAB will not be liable for the refusal of any merchant to accept a card, or card account details and will not be responsible for the goods and services supplied by a merchant subject to:

- (a) any rights you may have against NAB in relation to goods or services purchased by use of your card or card account details if the transaction is covered by the Australian Securities and Investments Commission Act 2001 or the Trade Practices Act 1974; and
- (b) any other applicable law.

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

17.8 Promotional material

Promotional material referring to NAB's 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.

18 Deposits

18.1 Cash deposits at ATMs and ADMs

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

A cash deposit lodged in an ATM or ADM is subject to verification and at NAB's discretion may not be credited to your account until the following banking day. Deposits made at an ATM or ADM 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 or ADM, the accountholder will be promptly advised of the actual amount which has been credited to the nominated account. Remember to include the ATM or ADM 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 ADM or ATM which offers depositing services, subject to verification of the amount deposited.

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

18.2 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, ADM or at a branch of NAB.) 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's 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 branch of NAB if holds are to be applied to any deposit.

Subject to clause 19, 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.

19 Responsibilities and liabilities

19.1 Your responsibilities with respect to the card

You agree:

- (a) to sign your card immediately on receipt;
- (b) to keep your card in a safe place, and provide reasonable protection for the card from theft;
- (c) to 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) to advise any change of address (refer to Customer Service details in Summary of Important Information at the front of this booklet);

- (e) to use your card in accordance with these NAB Electronic Banking (Debit cards) terms and conditions;
- (f) to destroy an expired card; and
- (g) if a temporary card has been issued to you, you agree to destroy it upon receipt of a personalised card.

19.2 General responsibility

The accountholder 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 accountholder's liability for any use not authorised by you may however be limited as provided below.

19.3 No Accountholder liability in some circumstances

The accountholder is not liable for losses:

- (a) that are caused by the fraudulent or negligent conduct of NAB's employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
- (b) arising because the PIN, card account details or card is forged, faulty, expired, or cancelled;
- (c) 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) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
- (e) 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) resulting from unauthorised transactions where it is clear that you have not contributed to such losses.

19.4 Accountholder liability for unauthorised transactions

The accountholder 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 19.5, the accountholder 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) the accountholder is also liable 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 accountholder 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 accountholder 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);
 - (iv) all losses incurred on any accounts which NAB and the accountholder 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 accountholder 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 accountholder 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)).

19.5 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.

19.6 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, ADM 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 agree not to:
 - (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 = 1, B = 2, C = 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 19.6 are for your assistance but your liability in the case of an actual loss will be governed by the EFT Code and clause 19.5 in this booklet. However, you should take care to meet the guidelines set out in clause 19.6 as a failure to meet these guidelines may in some circumstances constitute an act of extreme carelessness under clause 19.5(a)(iii).

19.7 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 Numbers (PINs) details in Summary of Important Information at the front of this booklet.

Once NAB has been notified of these matters the accountholder's liability for further EFT transactions will be limited.

Where telephone facilities are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of NAB, providing notification is made to NAB within a reasonable time of the facility again becoming available.

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

19.8 Failure of NAB's electronic equipment

(a) except in the case of a business 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.

However, NAB will not be liable for consequential losses where you should 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 had not accepted the EFT transaction.

(b) 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 a business EFT transaction.

20 EFT Code warranty

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

Part D

NAB Internet Banking and NAB Telephone Banking terms and conditions

The terms and conditions in Part B apply to any use of NAB Internet Banking or NAB Telephone Banking in addition to the terms and conditions in this Part D.

General terms relating to NAB Internet Banking and NAB Telephone Banking

21 Offer and acceptance

- 21.1 NAB Internet Banking and NAB Telephone Banking are secure, convenient and easy to use. These services may be used by you to help manage your accounts.
- 21.2 NAB offers to make NAB Internet Banking and NAB Telephone Banking available to you on these terms and conditions.
- 21.3 You will be taken to have accepted NAB's offer when:
 - (a) a user accesses, or seeks to access, an account through the service; or
 - (b) in relation to NAB Internet Banking, a user clicks on the 'ACCEPT' button in the online registration process.

22 Terms and conditions for accounts

- 22.1 The terms and conditions in Part D are in addition to any of NAB's terms and conditions for an account.
- 22.2 If there is any inconsistency between these terms and conditions and the terms and conditions applying to an account or to a service provided by NAB, these terms and conditions apply to the extent of that inconsistency.

23 Authorised user

- 23.1 NAB may allow any person over 16 years of age authorised by you to be an authorised user. It is your responsibility to ensure that any authorised user is over 16 years of age.
- 23.2 An authorised user may use a NAB ID issued to them in their own name, or alternatively they may use any additional NAB ID issued to you.

- 23.3 An authorised user who uses a NAB ID issued to them in their own name when accessing your account:
- (a) will be registered as a user of the service by NAB in their own name, subject to clause 33.1;
 - (b) may be able to use the service to access and operate your account in every way available to you; and
 - (c) may be restricted to accessing and operating your account in any way specified by you.
- 23.4 An authorised user who uses an additional NAB ID issued to you:
- (a) will be registered as a user of the service by NAB in their own name, subject to clause 33.1;
 - (b) may be able to use the service to access and operate your account in every way available to you; or
 - (c) may be restricted to accessing and operating your account in any way specified by you.
- 23.5 Subject to clauses 23.6 and 24, you are liable for any use of your account or the service by an authorised user as if the account or the service had been used by you. You are also responsible for all instructions given in relation to your accounts using the service, which are authorised by the use of your password or the password of an authorised user, or undertaken by another person with the knowledge or consent of you or of an authorised user.
- 23.6 **You should ensure that any authorised user has been provided with, and read and understood these terms and conditions before using the service.**
- 23.7 If you no longer wish any authorised user to be able to access or operate your account using the service you must:
- (a) contact NAB on **13 BANK (13 22 65)**;
 - (b) attend a NAB branch or outlet to confirm service suspension; or
 - (c) comply with any other procedures specified by NAB.

24 Liability for unauthorised transactions provisions for all personal EFT transactions

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

24.2 When the accountholder is not liable

The accountholder is not liable for losses:

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

24.3 When the accountholder is liable

The accountholder will be liable for losses resulting from unauthorised transactions as provided below:

- (a) where NAB can prove on the balance of probability that the user contributed to the losses through the user's fraud or contravention of the security requirements in clause 24.4 the accountholder is liable for the actual losses which occur before NAB is notified that the security of the authentication service and/or password has been breached; and
- (b) the accountholder is also liable where NAB can prove on the balance of probability that the user contributed to losses resulting from unauthorised transactions because the user unreasonably delayed notifying NAB after becoming aware that the security of the authentication service and/or password has been breached. The accountholder will then be liable for the actual losses which occur between the time the user became aware and when NAB was actually notified.

However, in relation to (a) and (b) above, for losses arising from unauthorised transactions the accountholder will not be liable to pay:

- (i) the portion of losses incurred on any 1 day which exceeds the applicable daily transaction limit(s) (if any);
- (ii) the portion of losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- (iii) the portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
- (iv) all losses incurred on any accounts which the accountholder and NAB had not agreed could be accessed using the authentication service and/or password.

(c) When limited liability applies

Where the authentication service and/or password was required to perform the unauthorised transaction(s) and neither paragraph (a) nor (b) applies, the accountholder is liable for the lesser of:

- (i) \$150;
- (ii) the balance of those account(s) (including any prearranged credit) from which value was transferred in the unauthorised transactions and which NAB and the accountholder have agreed may be accessed using the authentication device and/ or password; or
- (iii) the actual loss at the time NAB is notified that the security of the authentication service and/or password has become known to someone else (excluding that portion of the losses incurred on any 1 day which exceeds any applicable daily transaction or other periodic transaction limit(s)).

24.4 User's responsibilities under the EFT Code

(a) where NAB provides the user with an authentication service and/or password the user must not:

- (i) voluntarily disclose the authentication service and/or password to anyone including a family member or friend, except when you are creating an authorised user;
- (ii) act with extreme carelessness in failing to protect the security of the authentication service and/or password; and
- (iii) record the password without making any reasonable attempt to protect the security of the password record on the 1 article or on several articles so that they are liable to loss or theft simultaneously.

(b) where NAB allows the user to select a password or change the user's password the user must not select:

(i) a numeric code which represents the user's birth date; or

(ii) an alphabetical code which is a recognisable part of the user's name.

Either of these selections may mean you are liable for losses caused by unauthorised transactions caused by a breach of the security of the password.

24.5 Failure of NAB equipment or NAB system

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

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

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

24.6 Advising NAB

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

Once NAB has been notified of these matters the accountholder's liability for further personal EFT transactions will be limited. Where telephone facilities for notification are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of NAB, providing notification is made to NAB within a reasonable time of the facility again becoming available. NAB, will acknowledge the user's report, and the user should record or retain this acknowledgment.

24.7 Credit and charge cards

Notwithstanding the rest of clause 24 where the user notifies NAB of an unauthorised transaction on a credit card or charge card account, NAB will not hold the accountholder liable for an amount greater than the liability the accountholder would have had if NAB had, at the time the complaint was made, exercised its rights (to the extent relevant) under the rules of the credit card scheme.

25 Allocation of liabilities for business EFT transactions

25.1 You are not liable for any losses:

- (a) where it is clear that a user has not contributed to those losses;
- (b) that are caused by the fraudulent or negligent conduct of NAB's employees or agents;
- (c) resulting from unauthorised transactions occurring after you notify NAB that a user's password has become known to someone else or the user's authentication service has been compromised.

25.2 Where it is unclear whether or not a user has contributed to the losses resulting from unauthorised transactions on an account using the service, you are only liable to pay up to \$150.

25.3 Where it is clear that a user has contributed to the losses because a user has failed to comply with clause 33 or you unreasonably delay notifying NAB under clause 35.5, then you are liable for those losses except for that portion of the losses incurred which exceed the balance of your account(s) (including any prearranged credit facility) or that portion of the losses incurred which exceed the total amount you are able to withdraw from your account(s) on the days the unauthorised use took place.

25.4 You acknowledge that, subject to your rights implied at law which cannot be excluded, 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) the failure of the service to perform in whole or in part any function which NAB has specified it will perform;
- (d) any delays or errors in the execution of any transaction or instruction in respect of your account because of any breakdown or interruption in the service due to circumstances beyond its control;
- (e) a party to a payment instruction made by a user not receiving funds because of a problem with the information provided by the user (e.g. a user provides NAB with the wrong account number);

(f) any delays or errors by other parties (e.g. the failure of a financial institution to credit or debit your account in a timely manner); or

(g) any refusal by a party to a payment instruction to accept, or acknowledge receipt of, the funds the subject of that payment instruction.

26 Type of accounts and transactions for NAB Internet Banking and NAB Telephone Banking

You will be advised of the accounts and transactions you can undertake using the service when you sign up to the service. You may also refer to the FAQs at nab.com.au for further details.

27 Accounts with other entities within the NAB Group

Where your account is maintained with another entity within the NAB Group, you agree that these terms and conditions will also apply for the benefit of the other entity within the NAB Group.

28 Service closure

You or NAB may end the use of the service at any time by giving a notice to the other.

29 EFT Code warranty

NAB warrants that it will comply with the requirements of the EFT Code for all personal EFT transactions conducted via NAB Internet Banking and NAB Telephone Banking service(s).

NAB Internet Banking service

30 Use of the service

30.1 Once:

(a) you are taken to have accepted these terms and conditions under clause 21.3; and

(b) a user has accessed the service by entering a NAB ID and their password; and

(c) a user has created a different password to be used to access the service in the future; and

(d) NAB has selected a billing account (another billing account may be subsequently selected by a user with NAB's agreement); then

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

30.2 A user may use the service in accordance with the terms and conditions in this Part D, unless their use of the service is cancelled or suspended under these terms and conditions.

- 30.3 Access to the service, or access to certain functionalities of the service, may only be allowed by NAB:
- (a) if the procedures specified by NAB have been complied with; and
 - (b) if NAB has received any document or information, including any document which identifies a user reasonably required by NAB.

- 30.4 Access to the service:
- (a) will be denied to a user if the user enters an incorrect password on 3 consecutive occasions; and
 - (b) may be denied if any instruction given using the service, is made in language NAB considers to be inappropriate.

30.5 Transfer of funds

Subject to clauses 23.3 and 23.4, a user will be able to transfer funds from your accounts to any other accounts accessible by the user using the service, whether the accounts are held with other financial institutions, other third parties or NAB.

The amount which is able to be transferred will be subject to a daily limit set by NAB. Users should refer to FAQs at nab.com.au for details of any restrictions.

If a user uses a NAB ID issued to you, the user's ability to make such a transfer can be removed if you notify NAB under clause 23.7 that you want that to happen.

NAB bears no responsibility for limits and restrictions on any transfer of funds imposed by other financial institutions and third parties.

31 Functionalities of the service

NAB may at any time add to, remove, change or impose restrictions on, the functionalities of the service.

32 User authentication

When NAB receives an instruction from a user to make payment to a third party account (including a BPAY Payment) and the user has user authentication, NAB will require the user to provide the identifier generated by NAB in accordance with user authentication. This requirement is in addition to any password or other information a user must give to NAB when providing an instruction using the service. The user should contact NAB Internet Banking Support in the event NAB does not accept any instruction using the user authentication identifier. Provision of this identifier does not alter your responsibility for the transaction.

33 User responsibilities relating to NAB Internet Banking

33.1 You agree:

- (a) to choose a new password whenever you are required to do so by NAB;
- (b) that the password you choose to access the service will not be the same as, or similar to, any other personal identification number or password you have for any account you have with, or service provided by NAB;
- (c) that, except when you are creating an authorised user, you will not disclose your password to any other person;
- (d) not to record or store your password anywhere;
- (e) to take reasonable care when accessing the service to ensure that your password is not disclosed to any other person, in particular ensuring that you are not observed while entering your password;
- (f) not to provide your authentication service (if any) to any other person;
- (g) not to use your authentication service (if any) other than in respect of the service and you acknowledge that, if you use your authentication service for any other purpose, NAB may revoke the authentication service and cancel the availability of the service to you;
- (h) to check your account records carefully and notify NAB immediately of any apparent discrepancy; and
- (i) to take every reasonable precaution to prevent the spread or diffusion of any software contamination including computer viruses and trojans.

33.2 You must ensure that an authorised user protects, stores and uses their password and authentication service (if any), in the same manner as clause 33.1 requires you to protect, store and use yours.

34 Liability for unauthorised transactions for personal EFT transactions

In respect of unauthorised transactions for personal EFT transactions, your liabilities are governed by clause 24.

35 Instructions to NAB

35.1 Subject to clauses 35.2 and 36, you agree that:

- (a) an instruction to NAB by a user using the service constitutes a valid and irrevocable authority to NAB to follow that instruction; and
- (b) a payment instruction which is given before the cut-off time for a day will be processed on the same day, but if it is given after the cut-off time it may be processed on the next banking day after the instruction is given.

- 35.2 You also agree that an instruction to make a periodic or future dated payment continues until the expiry date authorised by a user, even if the service, or any authentication service used by a user to authenticate that instruction, has been cancelled.
- 35.3 In the case of an instruction to make a periodic or future dated payment, a user may revoke their instruction up until the cut-off time on the day payment is due to be made.
- 35.4 You are responsible for all instructions given in relation to your accounts which are authorised by a user's use of their password or authentication service or undertaken by another person with their knowledge or consent.
- 35.5 You must notify NAB immediately if:
- (a) a user's password becomes known to any other person or is compromised;
 - (b) a user's computer which the user uses to access and use the service is lost, stolen or fraudulently accessed;
 - (c) you become aware of any unauthorised transaction or error on an account using the service.
 - (d) in respect to personal EFT transactions only, please also refer to clause 24.6.
- 35.6 Subject to clause 24.5, it is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the service is unavailable for use or malfunctioning.

36 User acknowledgement regarding instructions to NAB

Subject to clause 24.5 you accept that:

- (a) NAB need not act or may delay acting on any instruction given to it by a user through use of the service;
- (b) an instruction may be processed at the option of NAB on the next banking day after the instruction is given; and
- (c) the accuracy of information about an account a user obtains through the relevant service is subject to checking by NAB as part of its normal procedures, and reflects the entries that have been posted to the relevant account at the time the information is obtained.
- (d) You agree that NAB is not liable for any loss or damage caused directly or indirectly to a user as a result of NAB's failure to act or delay in acting on any instruction given to it by a user.

37 Fees

- 37.1 NAB's standard fees relating to the service, including the use of the service, are payable by you in accordance with clauses 37.2 to 37.4.

- 37.2 NAB may debit your billing account with its standard fees relating to the service or use of service which are detailed in 'A Guide to Fees and Charges – Personal Banking Fees'.
- 37.3 If there are insufficient funds in your billing account, you authorise NAB to debit relevant fees or charges to the relevant account even if that causes the relevant account to become overdrawn or NAB may require you to pay the fees in any other manner NAB determines.
- 37.4 If you close your billing account, NAB will automatically select another account to which fees and charges relating to the service may be debited. If no account satisfactory to NAB exists, NAB may immediately cancel the availability of the service to you until such time that you open an account satisfactory to NAB or NAB may require you to pay the fees in any other manner NAB determines.

NAB Telephone Banking service

38 Use of the service

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

39 User responsibilities relating to NAB Telephone Banking

- 39.1 A user may adopt a permanent password that is not the same as, or similar to, any other personal identification number a user has, for any other account or service with NAB. A user may change a password by using the service. NAB reserves the right, at any time without notice, to cancel access to the service by a user and to cancel a NAB ID or a password.
- 39.2 The service may be used only with a correct NAB ID and password. You must ensure that you and all authorised users of the service:
- (a) choose a new password whenever you are required to do so by NAB
 - (b) keep the password secret and do not write it down anywhere; and
 - (c) take care to prevent the unauthorised use of the password.
- 39.3 If a password becomes known to any unauthorised person, the user must notify NAB immediately. NAB will cancel the password and give you a new one. Subject to clause 24, NAB is not liable for any loss or damage suffered by a user through misuse of a password. If a user considers there has been any error in relation to the use of a password, you must let NAB know immediately.
- 39.4 NAB may allow access to an account by any person using a NAB ID and password correctly.

40 Liability for unauthorised transactions for personal EFT transactions

In respect of unauthorised transactions for personal EFT transactions, your liabilities are governed by clause 24.

41 Instructions to NAB

Subject to clause 24 you accept that:

- (a) an instruction to NAB by a user cannot be stopped once it is received by NAB;
- (b) NAB need not act on or may delay acting on any such instruction;
- (c) an instruction may be processed at the option of NAB on the next banking day after the instruction is given;
- (d) the accuracy of information about an account a user obtains through the relevant service is subject to checking by NAB as part of its normal procedures, and reflects the entries that have been posted to the relevant account at the time the information is obtained; and
- (e) NAB is not responsible for any breakdown or interruption to the relevant service.

You agree that NAB is not liable for any loss or damage caused directly or indirectly to a user as a result of NAB's failure to act or delay in acting on any instruction given to it by a user.

42 Recording of telephone calls

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

43 Fees

You agree to pay to NAB its standard fees relating to the service, including the use of the service which are detailed in 'A Guide to Fees and Charges – Personal Banking Fees'. Fees will be debited to an account selected by NAB.

44 BPAY terms and conditions

44.1 BPAY Scheme

NAB is a member of the BPAY Scheme. The BPAY Scheme is:

- (a) an electronic payments scheme through which a user with BPAY access, can request NAB to make payments (BPAY Payments) to participating organisations ('billers') who tell you that you can make payments to them through the BPAY Scheme (BPAY Payments)

- (b) a scheme through which you can receive or access bills or statements electronically (BPAY View) from participating billers nominated by;
 - (i) receiving an email sent to you whenever a bill or statement is received by us which directs you to link to the service via **nab.com.au**; or
 - (ii) accessing the service via **nab.com.au**

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

When a user tells NAB to make a BPAY Payment, the user must give NAB the required information specified in clause 44.4. NAB will then debit the specified account with the amount of that BPAY Payment.

44.2 How to use the BPAY Scheme

- (a) a BPAY Payment can be made from any account provided:
 - (i) NAB will allow transfers from the account;
 - (ii) there are sufficient funds or credit available in the account to meet the value of the BPAY Payment; and
 - (iii) the relevant biller agrees to accept the account.
- (b) when a credit card is used to pay a bill through the BPAY Scheme, NAB treats that payment as a credit card purchase transaction.
- (c) you acknowledge that the receipt by a biller of any mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the user and that biller.

44.3 Valid payment direction

BPAY Payment instructions will be valid if, when the instruction is given to NAB, the NAB ID and password is used correctly.

44.4 Information you must give NAB

To instruct NAB to make a BPAY Payment, a user must:

- (a) enter the correct NAB ID and password;
- (b) enter and select the appropriate biller code;
- (c) select the appropriate 'from' account;
- (d) enter the customer reference number;
- (e) enter the amount to be paid; and
- (f) confirm the details entered (if correct).

You acknowledge that NAB shall not be obliged to effect a BPAY Payment if NAB is not given all of the above information or if any of the information given to NAB is inaccurate.

44.5 Payments

- (a) NAB will not accept your instructions to stop a BPAY Payment once instructed to make that BPAY Payment.
- (b) a user should notify NAB immediately if the user becomes aware of making a mistake (except for errors relating to payment amount, which should be notified to the biller) when instructing NAB to make a BPAY Payment, or if the user did not authorise a BPAY Payment made from your account.
- (c) subject to clause 44.8, billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the biller to whom it is directed:
 - (i) on the date that BPAY Payment is made, if NAB is told to make the BPAY Payment before NAB's cut-off time for BPAY Payments on a banking day; or
 - (ii) on the next banking day, if NAB is told to make a BPAY Payment after NAB's cut-off time for BPAY Payments on a banking day, or on a non-banking day.

- (d) A delay might occur in the processing of a BPAY Payment where:
- (i) there is a public or bank holiday on the day after NAB is told to make a BPAY Payment;
 - (ii) NAB is told to make a BPAY Payment either on a day which is not a banking day or after NAB's cut-off time for BPAY Payments on a banking day;
 - (iii) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
 - (iv) a biller fails to comply with its obligations under the BPAY Scheme.
- (e) While it is expected that any delay in processing for any reason set out in clause 44.5(d) will not continue for more than 1 banking day, any such delay may continue for a longer period.
- (f) A user must be careful to ensure that NAB is told the correct amount to be paid. If a user instructs NAB to make a BPAY Payment and a user later discovers that:
- (i) the amount NAB was told to pay was greater than the amount needed to be paid, you must contact the biller to obtain a refund of the excess.
 - (ii) the amount NAB is told to pay was less than the amount needed to be paid, you can make another BPAY Payment for the difference between the amount actually paid to a biller and the amount needed to be paid.

44.6 Liability for mistaken payments, unauthorised transactions and fraud

- (a) if under this clause you are liable for an unauthorised or fraudulent payment as a result of a BPAY billing error and the EFT Code applies, then your liability is limited to the lesser of:
- (i) the amount of that unauthorised or fraudulent payment; and
 - (ii) the limit (if any) of your liability set out in clause 24 of this booklet.
- (iii) if (ii) applies, then NAB will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

(b) NAB will attempt to make sure that BPAY Payments are processed promptly by the participants in the BPAY Scheme. A user must tell NAB promptly if the user:

- (i) becomes aware of any delays or mistakes in processing BPAY Payments;
- (ii) did not authorise a BPAY Payment that has been made from your account; or
- (iii) thinks that you have been fraudulently induced to make a BPAY Payment. NAB will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause. However, except as set out in clauses 44.6, and 24 to 25, NAB will not be liable for any loss or damage (including consequential loss or damage) a user suffers as a result of using the BPAY Scheme.

The longer the delay between when you tell NAB of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. If this is the case, you will need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

(c) if a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, NAB will credit that amount to your account. However, if a user was responsible for a mistake resulting in that payment and NAB cannot recover within 20 banking days of NAB attempting to do so the amount of that payment from the person who received it, you must pay NAB that amount.

(d) if a BPAY Payment is made in accordance with a payment direction which appeared to NAB to be from you or on your behalf but for which you did not give authority, NAB will credit your account with the amount of that unauthorised payment.

However, you must pay NAB the amount of that unauthorised payment if:

- (i) NAB cannot recover within 20 banking days of NAB attempting to do so that amount from the person who received it; and
- (ii) the payment was made as a result of a payment direction which did not comply with NAB's prescribed security procedures for such payment directions.

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

(f) if a BPAY Payment made by a user falls within the type described in clauses 44.6(c), 44.6(d) and 44.6(e), then NAB will apply the principles stated in clause 44.6(e).

Except where a BPAY Payment falls within the type referred to in clauses 44.6(c), 44.6(d) and 44.6(e), the BPAY Payments are irrevocable. No refunds will be provided by the BPAY Scheme where a user has a dispute with the biller about any goods or services a user may have agreed to acquire with the biller. Any dispute must be resolved with the biller.

IMPORTANT

Even where a BPAY Payment has been made using a credit card or a charge card no 'chargeback' rights will be available under the BPAY Scheme.

(g) you indemnify NAB against any loss or damage (including any consequential loss or damage) NAB may suffer due to any claim, demand or action of any kind brought against NAB arising directly or indirectly because a user:

(i) did not observe any obligations under these terms and conditions; or

(ii) acted negligently or fraudulently in connection with this agreement.

44.7 Suspension

NAB may suspend your right to participate in the BPAY Scheme at any time including your use of BPAY View.

44.8 BPAY payment cut-off times

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

(a) NAB Telephone Banking cut-off times

6.30pm Australian Eastern Standard Time or Australian Eastern Standard Summer Time in Sydney (whichever is applicable).

(b) NAB Internet Banking cut-off times

Please refer to the FAQs section at **nab.com.au** for further details.

However, the payment may take longer to be credited to a biller if you tell NAB to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details.

44.9 When a biller cannot process a payment if NAB is advised that a payment cannot be processed by a biller, NAB will:

(a) advise you of this;

(b) credit your account with the amount of the BPAY Payment; and

(c) take all reasonable steps to assist in making the BPAY Payment as quickly as possible.

44.10 Account records

You should check your account records carefully, and promptly report to NAB as soon as you become aware of any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

You understand that you do have rights pursuant to the Trade Practices Act 1974 and similar State and Territory laws to be compensated by NAB for loss and damage (possibly including consequential loss or damage) which you suffer:

- (a) if NAB fails to exercise due care and skill in providing the service; or
- (b) if the service is not fit for the purpose for which it was required and which you have disclosed to NAB.

Except for those rights, any other rights implied by law which cannot be excluded, and subject to clause 24 you agree that NAB is not liable for any loss or damage (including consequential loss or damage) suffered by a user.

45 BPAY View – only applicable to NAB Internet Banking

45.1 What you need to do to use BPAY View

You need to register in order to use BPAY View on **nab.com.au**

Register by logging into the service at **nab.com.au** and selecting to register for BPAY View.

45.2 Registering with BPAY View

If you register for BPAY View, you agree:

- (a) to NAB disclosing to billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact you are our customer) as is necessary to enable the billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
 - (ii) that an event in clause 45.3(b) (c), (d), (e) or (f) has occurred;
- (b) to NAB or a biller (as appropriate) collecting data about whether you access your emails, our service and any link to a bill or statement;
- (c) to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purposes of clause 45.2 NAB are the agent for each biller nominated by you under (a) above.

You can deregister a biller at anytime and the biller will be removed from your list of billers. The de-registration is effective immediately.

45.3 Bills – paper and electronic

You may receive paper bills and statements from a biller instead of electronic bills and statements:

- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a biller de-register from BPAY View;
- (c) if NAB receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to NAB undelivered;
- (e) if NAB are aware that you are unable to access your email or our service or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for an extended period.

NAB accepts no liability to provide you with a paper bill or statement in any of these circumstances unless NAB is the biller.

45.4 Notice of bills or statements

You agree that when using BPAY View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when you receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on the service without an email then the bill or statement is received by you:
 - (i) when a notification is posted on the service, whether or not you choose to access the service; and
 - (ii) on the service;

(c) bills and statements delivered to you, unless deleted by you, remain accessible through the service for the period determined by the biller up to a maximum of 18 months after which time they will be deleted, whether paid or not;

(d) you will contact the biller if you have any queries in relation to bills or statements.

45.5 What you must do

You must:

(a) check your emails or the service at least weekly;

(b) tell NAB if your contact details including email address change;

(c) tell NAB if you are unable to access your email or the service or a link to a bill or statement for any reason; and

(d) ensure your mailbox can receive notifications (eg it has sufficient storage space available).

Unless expressly provided for in these terms and conditions NAB is not responsible for arranging for or ensuring that any biller you nominate will make bills and statements available to you. If you fail to receive bills and statements from a biller or the bill or statement is not available to be viewed using BPAY View you should contact the applicable biller to obtain a paper bill or statement.

45.6 Biller consent

If you tell NAB that a BPAY Payment made from your account is unauthorised, you must first give NAB your written consent addressed to the biller who received the BPAY Payment, consenting to NAB obtaining from the biller information about your account with that biller or the BPAY Payment. If you do not give NAB that consent, the biller may not be permitted under law to disclose to NAB the information NAB needs to investigate or rectify that BPAY Payment.

45.7 BPAY View billing errors

For the purposes of clause 45.7, a BPAY View billing error means any of the following:

(a) if you successfully registered with BPAY View;

- failure to give you a bill (other than because you failed to view an available bill);
- failure to give you a bill on time (other than because you failed to view an available bill on time);
- giving a bill to the wrong person;
- giving a bill with incorrect details.

(b) if your BPAY View deregistration has failed for any reason:

- giving you a bill if you have unsuccessfully attempted to de-register.

45.8 You agree that if a billing error occurs:

(a) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and

(b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

45.9 You agree that for the purposes of clauses 45.7 to 45.9, you are responsible for billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

46 Privacy and BPAY

46.1 In addition to clause 45.2, if you register to use the BPAY Scheme, you:

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

(i) such of your personal information as is necessary to facilitate your registration for or use of the BPAY Scheme;

(ii) such of your transactional information as is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payments information will be disclosed to BPAY Pty Ltd, through its agent, the billers financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd through its agent, to the biller; and

(iii) that an event in clause 45.3 (b), (c), (d), (e) or (f) has occurred.

46.2 You must notify NAB, if any of your personal information changes and you consent to NAB disclosing your updated information to all other participants in the BPAY Scheme referred to in clause 46.1 as necessary.

46.3 You can request access to your information held by NAB, BPAY Pty Ltd or its agent, Cardlink Services Limited.

46.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View.

Definitions

Part A and B

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.

Meaning of words

'account' means your NAB Cash Manager Account issued by NAB.

'accountholder' 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.

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

'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 related bodies corporate.

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

'you/your' means the accountholder(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.

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

'ADM' means Automatic Deposit Machine.

'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 a card issued by NAB for use in relation to your account. It may include NAB Debit Card.

'card details' means :

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

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

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

'EFT Code' means the Electronic Funds Transfer Code of Conduct as revised by the Australian Securities and Investments Commission.

'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 1 or more of them) to debit or credit a nominated account but does not include:

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

'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 but not limited to ATMs, ADMs, EFTPOS terminals, personal computers, telephones and mobile devices to carry out an EFT transaction.

'merchant' means a 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 accountholder. This also includes an account that you have designated as your main account under clause 15.2.

‘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:

- 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
- 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 17.1.

‘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:

- physical use of the card in an ATM or other terminal device;
- physical use of the card in an imprinter in a manually processed transaction;
- providing the card number to a merchant by telephone or internet;
- nominated the card number in a mail order or other authority to a merchant;
- 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
- any transaction conducted on the account accessed by the card through NAB’s Internet Banking facility.

‘you’ means a cardholder or an accountholder

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

'authentication service' means a device and/or mechanism issued by NAB designed for secure user authentication to access the service.

'authorised user' means a person who has been authorised under clause 23 to access or operate an account through the service.

'biller' see clause 44.1.

'billing account' means your account selected by NAB or a user under these terms and conditions as the account to which:

- (a) transfers of an amount made from a NAB credit card account to another financial institution are returned if the transaction cannot be successfully completed for any reason; and
- (b) fees relating to the service may be debited unless the description of a fee in NAB's personal banking fees brochure specifies another account to which that particular fee will be debited in which case 'billing account' means that other account.

This account may be known on the service as a 'billing account', a 'nominated transaction account', or any other term nominated by NAB from time to time through the service or otherwise.

'BPAY Pty Ltd' ABN 69 079 137 518 of Level 6, 1 York Street, Sydney, NSW 2000.
www.bpay.com.au

'BPAY payments' see clause 44.1.

'BPAY view' see clause 44.1.

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

'business EFT transaction' means the part of an electronic funds transfer which is the debiting of value from or crediting of value to a business account.

'Cardlink Services Limited' ABN 60 003 311 644, Level 4, 3 Rider Boulevard, Rhodes, New South Wales, Australia. Telephone (02) 9646 9222. www.cardlink.com.au

'cut-off time' in respect of a banking day means, for the purposes of payments or any other purpose under the terms and conditions in this Part D, the time by which the instruction relating to that purpose must be completed, which times are determined by NAB from time to time as follows:

- NAB Telephone Banking cut-off times. Refer to clause 44.8.
- NAB Internet Banking cut-off times. Refer to the FAQs section at nab.com.au

‘electronic equipment’ means any electronic equipment which may be used in conjunction with a card or card account details including but not limited to ATMs, ADMs, EFTPOS terminals, personal computers, telephones and mobile devices to carry out an EFT transaction.

‘EFT Code’ means the Electronic Funds Transfer Code of Conduct.

‘Electronic Transactions Act’ means the Electronic Transaction Act 1999 (Cth) and each analogous State and Territory enactment.

‘FAQs’ means the list of Frequently Asked Questions set out in nab.com.au

‘merchant’ has the same meaning set out in the meaning of words for Part C.

‘NAB ID’ means a NAB Identification Number issued by NAB.

‘password’ means the password authorised by NAB for you or an authorised user to use to access the service.

‘personal EFT transaction’ means an electronic funds transfer to or from accounts using the service which is not a business EFT transaction.

‘service’ means the service NAB makes available through the Internet and the telephone to enable the receipt and transmission of information (including electronic receipt and transmission of information in relation to an account).

‘unauthorised transaction’ means any personal EFT transaction where you or an authorised user claim that you or an authorised user did not engage in or have knowledge of or consent to the personal EFT transaction even though your NAB ID and/or password or (if relevant) the authorised user’s NAB ID and password were used to generate the disputed transaction.

‘user authentication’ means the authentication service made available by NAB to a user when using the service to make certain payments.

‘user’ means you or an authorised user or either of these, as the context requires.

‘you/your’ means an accountholder who has received the terms and conditions set out in this booklet and otherwise you means an accountholder who has accepted the terms and conditions in Part D.

NAB Privacy Notification

Your personal information and privacy

The privacy of your personal information has always been important to us at the National Australia Group (“Group”). The Group includes National Australia Bank Limited and its related bodies corporate such as MLC Ltd. It includes all our banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations.

This statement is an outline of certain matters relating to the collection and handling of your personal information by the Group.

Collecting your personal information

NAB will collect personal information for the purposes of:

- providing you with an account or service (including assessing your application);
- managing and administering your account or service;
- identifying you and protecting against fraud;
- verifying your authority to act on behalf of a customer;
- determining whether a beneficiary will be paid a benefit upon a person’s death;
- letting you know about accounts or services from across the Group that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities in which you may be interested.

If you provide us with incomplete or inaccurate personal information, NAB may not be able to process your requests and applications or manage or administer your accounts or services. It may also not be possible to tell you about other accounts or services from across the Group that might better serve your financial, e-commerce and lifestyle needs.

Using and disclosing your personal information

NAB may disclose your personal information to other organisations:

- involved in providing, managing or administering the accounts and services we offer, including third party suppliers (eg printers, posting services etc), other Group organisations, loyalty and affinity program partners and our advisers;
- who are your financial or legal advisers or representatives and their service providers;
- involved in maintaining, reviewing and developing our accounts, business systems, procedures and infrastructure including testing or upgrading our computer systems;
- involved in a corporate re-organisation or involved in a transfer of all or part of the assets or business of a Group organisation;

- involved in the payments system including financial institutions, merchants and payment organisations;
- which are Group organisations who wish to tell you about their accounts or services that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities, and their related service providers, except where you tell us not to;
- as required or authorised by law and/or where you have given your consent.

Your personal information may also be used in connection with such purposes. Because the Group operates throughout Australia and overseas, some of these uses and disclosures may occur outside your State and Territory and Australia.

Gaining access to your personal information

You can gain access to your personal information. This is subject to some exceptions allowed by law. We will give you reasons if we deny access. Contact us to get a form requesting access (see 'Customer details under Summary of Important Information at the front of this booklet'). In some cases, we may be able to deal with your request over the telephone or over a counter.

For more information about our Privacy Policy, please call: **13 BANK (13 22 65)** and select the option to speak to a Customer Service Representative. Or visit us at **nab.com.au**

For more information about privacy in general, you can visit the Federal Privacy Commissioner's website **privacy.gov.au**

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For more information call **13 22 65** or

13 BANK

8am – 8pm EST,
Monday to Friday
or visit nab.com.au



Hearing impaired customers
with telephone typewriters can
contact us on **13 36 77**