

DEVELOPER PORTAL TERMS AND CONDITIONS

Effective date 31 January 2022



1. General

- a. These Terms and Conditions govern your use of National Australia Bank Limited ABN 12 004 044 937 (“NAB”, “us”, “our”, “we”) application programming interfaces, other developer services and associated software (collectively, “APIs”) made available to you via the NAB Developer Portal located at developer.nab.com.au, or any other developer portals specified by us from time to time, whether publicly discoverable or otherwise (“Developer Portal”). Subject to your compliance with these Terms, you may use the APIs in software programs developed by you (“API Client”) for live production purposes.
- b. By accessing or using the APIs, you’re agreeing to the Terms below. If there’s a conflict between these Terms and any additional Terms set out in the documentation for a given API, the additional Terms will control for that conflict. Collectively, we refer to the Terms below, any additional Terms, Terms within the accompanying API documentation, and any applicable policies and guidelines, as the “Terms”.
- c. If you’re accepting these Terms on behalf of an organisation, a reference to “you”, “your” or “yourself” is taken to be a reference to that organisation. The individual registering as a developer and accepting these Terms represents that they have the authority to do so on behalf of the organisation. If you don’t have such authority, you must not accept these Terms and may not access or use the APIs.

2. Fees for using the APIs

We don’t charge a fee for using the APIs. We may, however, introduce a fee in the future. If we do so, we’ll comply with the change control process set out in clause 13.1 (Modifications to the APIs and to the Terms).

3. API Client submission and approval process

- a. In order to access the APIs, you’ll be required to submit an application providing information such as your name, contact details, company details, intended uses of the APIs along with the source code and object code of your API Client. By submitting your API Client, you represent and warrant that your API Client, and your intended uses of the APIs, comply with these Terms. You agree to cooperate with us and provide all reasonable assistance required by us in our review of your submission, which may include making yourself reasonably available for meetings with us via telephone or in person.

- b. To accelerate the application process, we may provide you with temporary access to our APIs while we carry out our review of your application.
- c. You acknowledge and agree that we may, at our discretion:
 - i. determine that your use of the APIs or your API Client doesn’t meet these Terms;
 - ii. refuse to provide you with access to the APIs in connection your API Client;
 - iii. withdraw your access to the APIs in connection with your API Client; or
 - iv. approve your use of the APIs and your API client. We’ll notify you if your registration is accepted, accepted subject to the completion of our review of your application, or rejected. We may, but aren’t required to, provide reasons for our decision.
- d. The development of your API Client and the performance of your obligations under these Terms are at your sole cost and expense.

4. Account access, currency and audit requirements

- a. You’re responsible for maintaining up-to-date and accurate information for your registered accounts, including a current e-mail address and other required contact information.
- b. We may require you to submit information to authenticate your identity or to renew your registration for the Developer Portal.
- c. Before making available new versions of your API Client to end users, you must submit a copy of the source code and object code of your API Client and other such information as we may require. We’ll follow the process set out in clause 3(c) in determining whether your API Client is approved for use in connection with the APIs.
- d. You agree to provide us reasonable access to your API Client, documents, information, employees, subcontractors, and your third party agents, in the timeframe requested by us. You’ll correct any material bugs or faults in your API Client that cause it to incorrectly access the APIs or display API Content, in the timeframe requested by us. For the purposes of this clause, a material bug or fault includes an event which creates a Security Risk (as defined in clause 6.7) or a bug or fault which significantly increases, or is expected to significantly increase, the volume of traffic that your API Client submits to the APIs.

5. Your information and feedback you provide us

- a. We may collect information about your use of the APIs. You agree to us collecting and using this information, and any other information you provide to us, for the purposes of carrying out our business, internal or external, including, without limitation, providing enhancements to the APIs and Developer Portal, or any other use as set out in our privacy policy.
- b. If you provide us with feedback on the APIs, you agree that we may use, profit from, disclose, publish, license, or otherwise exploit any feedback you provide. We may use your feedback to modify the APIs at our discretion.

6. Your obligations when using the APIs

6.1 Commercial and public use permitted

Subject to these Terms, you may use the APIs and your API Client for commercial and public use.

6.2 Prohibited use of the APIs

- a. You must not, and you must ensure that your end users do not, use the APIs, or your API Client, to:
 - i. contravene any applicable law, regulation, or third party rights, including, without limitation, any third party intellectual property rights;
 - ii. encourage or promote illegal activity;
 - iii. falsely imply that it's associated with NAB or a NAB Group member, except as otherwise permitted by the Branding Requirements set out in clause 9;
 - iv. interfere with, damage, impede, disrupt or adversely impact the APIs or our servers, systems or networks providing the APIs, or any of our data or confidential information;
 - v. transmit any viruses, worms, defects, trojan horses, malware or any code of a destructive manner;
 - vi. provide a service where the use or failure of the API Client could lead to death, personal injury, or environmental damage, such as the operation of nuclear facilities, air traffic control, or life support systems; or
 - vii. reverse engineer or attempt to extract the source code from the APIs, except to the extent that this restriction is expressly prohibited by applicable law.
- b. You must not, and you must ensure that your end users do not, use the APIs in connection with an API Client that:
 - i. undermines, impairs or damages the reputation of a NAB Group member (as determined by us in our absolute discretion);
 - ii. contains unlawful, offensive, threatening, defamatory, pornographic, obscene or otherwise objectionable content or information; or
 - iii. uploads, posts, hosts, or transmits unsolicited emails, SMSs, or electronic messages.

6.3 API use must comply with any documentation issued by NAB

You'll only access, or attempt to access, an API:

- a. by the means described in the documentation for that API; and
- b. in accordance with any use case submitted by you and approved by us during the application process (and as varied after the application process with our written approval).

6.4 API request limitations

- a. We may set and enforce limits on your use of the APIs (eg. limiting the number of API requests that you may make or the number of users you may serve) at any time. You must not attempt to circumvent such limitations, and you agree to use the API for reasonable volumes that are not excessive or abusive.
- b. If you'd like to use any API beyond these limits, you must first obtain our written consent. We may decline such request or set conditions on your use, or include additional terms and/or charges for that use. To seek such approval, contact the relevant NAB API team for information (eg. by using the NAB developer console in the Developer Portal). If you don't agree to any of our conditions, you must discontinue your use of that API.

6.5 Open source software

Some of the software required by or included in the APIs may be offered under an open source license. Open source software licenses form separate written agreements. For certain APIs, open source software is listed in the documentation provided to you. Where the open source software license expressly supersedes these Terms, the open source license instead sets out your agreement with us for the applicable open source software.

6.6 NAB's right to compete with the API Clients

- a. Your use of the APIs is non-exclusive. You acknowledge that NAB and other developers may develop products or services that may compete with or provide similar functionality to your API Client.
- b. You acknowledge and agree that we may, at our discretion, not approve your use of the APIs in connection with your API Client if it's substantially similar in appearance or functionality to a product or service that we offer to our customers.

6.7 Security and cyber fraud prevention

- a. If you become aware of a "Security Risk", which is any event that has compromised, or may have compromised, the security or integrity of the APIs, our servers, systems or networks providing the APIs, or any of our data, confidential information, your password, or API credentials or access details, you must:
 - i. Notify us immediately of any Security Risk and provide all information we request to address the Security Risk, in the timeframe requested by us. This includes providing us with system logs in your possession or control.

- ii. Provide all assistance we reasonably request, so that we can respond to, protect against or prevent the occurrence of the Security Risk. This includes, without limitation, removing your API Client from any marketplace where it can be downloaded and installed by end users and by taking measures to prevent the installation of your API Client on devices that have had their inbuilt security controls compromised (such as jailbroken devices).

Events which are in scope for attacking customer account credentials/authentication include phishing sites, malware attacks (especially trojans), or other means of criminal compromise of user data.

- b. You agree to take reasonable care in the use of your password, API credentials and access details. For example, you must not disclose your password and/or your API credentials to any other person.
- c. You must make sure that your API Client is developed in accordance with, and addresses the risks described in, the OWASP Top 10 – 2017 rc1 (“The Ten Most Critical Web Application Security Risks”), accessible at owasp.org/www-project-top-ten.
- d. You must provide us with a security attestation in the form and at such frequency as we may require from time to time.

7. Your API Client

You’re solely and entirely responsible for your API Client, including, but not limited to, any actions taken and/or any claims made by others related to your API Client. You’re also responsible for your API Client’s development, operation, maintenance, compliance with all laws and regulations, and all materials that appear on or within your API Client, including, but not limited to, ensuring:

- a. that your API Client includes end user terms of service;
- b. that you notify end users of how you handle and manage personal information you collect in connection with your API Client;
- c. that you protect personal information you receive from unauthorised use, disclosure or access by third parties; and
- d. the accuracy, quality, integrity, legality, reliability, completeness, and appropriateness of information created and posted on, or in connection with, your API Client.

8. Content

8.1 Ownership of API Client and content

- a. We don’t acquire ownership of your API Client, and by using the APIs you don’t acquire ownership of any rights in the APIs or the content that’s accessed through the APIs (“API Content”).
- b. You grant to us a paid-up, royalty-free, non-exclusive, worldwide, irrevocable, license to:

- i. use, perform, and display your API Client and its content for our internal testing purposes, including security testing, and for the purpose of marketing, demonstrating, and making your API Client available to end users; and
- ii. link to and direct users to your API Client. Following the termination of these Terms and upon written request from you, we’ll make commercially reasonable efforts to remove all references and links to your API Client from our website. Apart from the above, we have no other obligation to delete copies of, references to, or links to your API Client.

8.2 Third party content

- a. The APIs contain some third party content, such as text, images, videos, audio, or software. This content is the sole responsibility of the person that makes it available. We may, but we’re not required to, review content to determine whether it’s illegal or violates these Terms, and we may remove or refuse to display such content.
- b. Content accessible through the APIs may be subject to intellectual property rights, and, if so, you may not use it unless you’re licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

8.3 Submission of content

- a. Some of the APIs allow the submission of content. We don’t acquire any ownership of any intellectual property rights in the content that you submit to the APIs through your API Client, except as expressly provided in these Terms. For the sole purpose of enabling us to provide, secure, and improve the APIs and the related service(s), and only in accordance with our Privacy Policy (available at nab.com.au/privacy), you grant us a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to use, host, store, modify, communicate, and publish content submitted, posted, or displayed to or from the APIs through your API Client.
- b. Before you submit content to the APIs through your API Client, you must take reasonable steps to make sure you have the necessary rights, including from your end users, to grant us the licence.

8.4 Prohibited use of content

Unless expressly permitted by applicable law, you must not, and must take reasonable steps to ensure that your end users or others acting on your behalf do not, do the following with the API Content:

- a. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

- b. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- c. misrepresent the source or ownership;
- d. remove, obscure or alter any copyright, trademark or other proprietary rights notices, or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material;
- e. retain any copies or extracts of the content or any information derived from the content, or in any way index or mine the content. Your license to content is limited to making direct server calls to us for the data and to distributing the data to your end user;
- f. use or aggregate the content with content from other financial institutions; or
- g. modify or alter the API Content to render the API Content unfair, deceptive, abusive, false or misleading.

9. Branding requirements

9.1 Brand Features

“Brand Features” is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, these Terms don’t grant either party any right, title, or interest in or to the other party’s Brand Features. All use by you of our Brand Features (including any goodwill associated therewith) will inure to the benefit of us.

9.2 Attribution

You must not use any of our Brand Features without first obtaining our written approval.

9.3 Publicity

You agree that you won’t make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by us, without our prior written approval.

9.4 Promotional and marketing use

In the course of promoting, marketing, or demonstrating the APIs you’re using and the associated NAB products, we may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

10. Termination and suspension

10.1 Suspension

We may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you’re in violation of these Terms.

10.2 Termination

You may stop using the APIs at any time with or without notice. If you want to terminate your use of the Developer Portal under these Terms, you must give us 15 days’ prior written notice and upon termination, cease your use of the applicable APIs. We may terminate these Terms with

you or discontinue the APIs or any portion or feature or your access thereto, including the right not to progress your API Client into live production, for any reason and at any time, without liability or other obligation to you.

10.3 Your obligations post-termination

Upon any termination of your use of the Developer Portal under these Terms or discontinuation of your access to an API, you’ll immediately stop using the API, cease all use of the NAB Brand Features, and delete any cached or stored content.

10.4 Surviving provisions

When these Terms come to an end, some clauses will continue to apply indefinitely due to their nature, including, but not limited to, clauses 5, 6.7, 7, 8, 9, 11 and 12.

11. Liability for the APIs

11.1 Statutory Warranties

- a. State, Territory and Federal legislation implies certain non-excludable warranties into contracts for the supply of goods or services to a consumer (“Statutory Warranties”). If any Statutory Warranties are implied into this contract for the supply of the APIs to you, and there’s a breach by us of those warranties, then to the extent we’re permitted to do so, we limit that liability to:
 - i. resupply of the APIs; or
 - ii. payment of the cost of resupply of the APIs.
- b. Our liability to you won’t be limited in this way if it’s not fair or reasonable for us to rely on the limitation set out in this clause.

11.2 Our warranties

- a. We provide our APIs on an “as is” basis, and, except as provided for by clause 11.1, we don’t warrant that:
 - i. the APIs will meet your specific requirements;
 - ii. your access to or use of the APIs will be uninterrupted or error-free; or
 - iii. any errors in the APIs will be corrected.
- b. Subject to clause 11.1, we won’t be liable to you or any of your end users for any loss or damage suffered or incurred by you or any of your end users, whether arising directly or indirectly from your use and operation of the APIs, your access to the APIs or your use or attempted use of any of the APIs in circumstances where there’s no unlawful or negligent act by us or any of our personnel.

11.3 Limitation of liability

- a. Subject to clause 11.1, we aren’t liable to you or any third party for any loss of data, loss of profits, loss of use, loss of revenue, loss of goodwill, any interruption of business or for any indirect, special, incidental, exemplary, punitive or consequential damages of any kind, arising out of, or in connection with, the Terms or the use of the APIs except to the extent that any loss or damage is caused by our own unlawful or negligent conduct.

- b. To the maximum extent permitted by law, our total liability for loss or damage suffered or incurred by you as a result of any act or omission by us under, or in connection with, the Terms, is limited in the aggregate for all claims relating to the Terms to any amounts you pay or becomes payable under the Terms, or if no such amount has been paid, or becomes payable, then the amount of AUD\$100.00.

11.4 Indemnification

Unless prohibited by applicable law, you'll defend and indemnify us and our subsidiaries against all direct liabilities, damages, losses, costs, fees (including legal fees), and expenses suffered or incurred by us relating to any allegation or third-party legal proceeding arising from:

- a. your misuse of the APIs;
- b. your breach of these Terms; or
- c. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users,

except to the extent that our loss is due to our unlawful or negligent acts. You agree to pay us the amount of the indemnity promptly on demand by us.

12. Confidentiality

- a. API Content, and other information we may make available to you in connection with these Terms, may contain our confidential information. Our confidential information includes any information which we may disclose to you in connection with these Terms and any information we designate in the API documentation as constituting our confidential information, but excludes:
 - i. information that's, or becomes part of, the public domain, otherwise than as a consequence of a breach by you of these Terms;
 - ii. information that's independently developed by you; or
 - iii. information that's obtained by you from a source other than us, and that source is entitled to disclose such information to you.
- b. You must protect our confidential information, use it only for the purposes contemplated by these Terms, and not disclose it to any third party without our permission. You may disclose our confidential information when compelled to do so by law.

13. Other Provisions

13.1 Modifications to the APIs and to the Terms

- a. At any time, where reasonably necessary for our business purposes, we may add to, remove, change or impose restrictions on, the functionalities of the APIs. We may also charge or change a fee, or change the Terms, at any time and for any reason. You'll be notified of changes via the email address you provided us when establishing your account. Changes

won't apply retroactively and we'll usually give you at least 15 days notice before the change takes effect. However, we can give less notice or no notice if this is in accordance with law or industry codes – for example, this may happen if it's reasonable for us to give shorter notice to manage an immediate and material risk. Changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you don't agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

- b. You acknowledge that a modification to the APIs or the API Content may have an adverse effect on your API Client, including but not limited to:
 - i. changing the way your API Client communicates with the API;
 - ii. changing the way your API Client requests, receives, accesses, displays, transmits, and/or uses API Content; and
 - iii. changing the API Content associated with a particular API. Except as set out in clause 11.1, we'll have no liability of any kind to you or any user of your API Client regarding any modification or any adverse effects resulting from such modifications.

13.2 General legal terms

These Terms don't create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in these Terms will limit either party's ability to seek injunctive relief. We're not liable for failure or delay in performance caused by circumstances beyond our reasonable control. If you don't comply with these Terms, and we don't take action right away, this doesn't mean that we're giving up any rights that we may have, such as taking action in the future. If it turns out that a particular Term is not enforceable, this won't affect any other Terms. The Terms are the entire agreement between you and NAB relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact us, please visit our contact page.

13.3 Governing law

The Terms are governed by the law in force in Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those courts.