

Dictionary

In this consent the following words have the meanings given below:

Applicant means any person (individual or non-individual) identified by NAB who has or is applying for **Credit** and if any applicant is a:

- company or association, includes any individual who is a director or officer of the applicant, or
- a partnership, includes any individual who is a partner in or officer of the partnership and if the partner is a company, includes any individual who is a director or officer of that company;

Application means an application for **Credit** made by an **Applicant**;

Borrower means an **Applicant** who obtains **Credit** from NAB;

Business lending documents and/or home lending documents each include all applications, agreements, notices, guarantees and any other documents NAB or the agent acting on behalf of NAB may provide or is required to provide to an **Applicant** or **Guarantor** (whether before, during or after the term of any business lending or home lending agreement), unless excluded by law.

Consent means this privacy and confidentiality consent;

Credit means personal or commercial credit or financial accommodation or an increase in or restructure of either personal or commercial credit or financial accommodation sought by an **Applicant** from, or provided to a **Borrower** by, NAB;

Electronic Communication means any electronic means of communication used by NAB including but not limited to, email, SMS, internet banking, secure portal.

Guarantor means any person (individual or non-individual) who has guaranteed or intends to guarantee the obligations of any **Applicant** or **Borrower** to NAB, whether or not that person provides NAB this **Consent** and if any guarantor is a:

- company or association, includes any individual who is a director or officer of that guarantor, or
- a partnership that is an incorporated legal partnership, includes any individual who is a director or officer of that partnership;

You are authorised to provide this Consent

If you are an **Applicant** or **Guarantor**, you provide this **Consent** on your own behalf. If you are a director of a company **Applicant** or company **Guarantor**, you provide this **Consent** on behalf of that **Applicant** or **Guarantor** and you declare that you are properly authorised to provide this **Consent** on behalf of that **Applicant** or **Guarantor**.

You provide this electronic communications consent to National Australia Bank Limited ABN 12 004 144 937 (NAB):

- as a business lending applicant and/or home lending applicant, or on their behalf; and/or
- as a guarantor for a business lending applicant and/or home lending applicant, or on their behalf (guarantor).

By agreeing to provide this consent to NAB, you agree that **business lending documents and/or home lending documents:**

- may be sent by NAB to you electronically;
- you will not receive paper copies of **business lending documents and/or home lending documents** that we send electronically;
- you must regularly check your nominated email address and mobile SMS for communications from NAB;
- you must notify NAB if your email address or mobile number changes or if you wish to terminate your consent. You can do this at any time by contacting the sender;
- you are responsible for printing and/or saving important information, that NAB recommends; and
- the email address and mobile number you nominate replaces and **supersedes** any previous details provided to NAB for similar purposes.

For **Equipment Finance** documents (a type of **business lending document**) your nominated email address is deemed to be an address for the purposes of the Notices and other communications provision applicable under the relevant Master Asset Finance Agreement or individual **Equipment Finance** loan document.

You may request a paper copy of **business lending documents and/or home lending documents** given electronically within 7 years of the electronic copy being received by you.

Business lending documents and/or home lending documents given to you electronically will be deemed to be received when the communication enters your designated information system or is capable of being viewed from your computer, and is effective when received even if no person is aware of its receipt.

The server on which the mailbox for the designated address resides is to be taken to be your designated information system.

Documents given to you electronically are deemed to be sent from where NAB has its principal place of business and is deemed to be received where you have your place of business. If you have more than one place of business, your place of business is your principal place of business. If you do not have a place of business, the place of business is your usual address.

If you do not agree to provide this consent, NAB will not electronically send **business lending documents and/or home lending documents**, we will provide you with paper copies.