



Licence Agreement and Terms and Conditions for Android™ Devices

a. Introduction

This Licence between You and Newcastle Permanent Building Society Limited (ACN 087 651 992) as licensor ("NPBS") governs the use of the NPBS Banking Application on your Android device.

You can download and install the NPBS Banking Application from Google Play to your Android device. Together with the terms and conditions applicable to your accounts ('Terms and Conditions'), these Licence Agreement and Terms and Conditions for Android devices ('NPBS Banking Application T&Cs') form a legal contract between you, as the account owner and NPBS in relation to your use of the NPBS Banking Application. To the extent of any inconsistency between the Terms and Conditions and these NPBS Banking Application T&Cs, the Terms and Conditions prevail.

It is important that you read and understand these NPBS Banking Application T&Cs before downloading the NPBS Banking Application as, by downloading the NPBS Banking Application from Google Play, you are accepting these NPBS Banking Application T&Cs and any amendments to them electronically via Google Play or the Android device.

b. Scope of Licence

Under these NPBS Banking Application T&Cs NPBS grants you a non-transferable licence to use the NPBS Banking Application on any eligible Android device that you own and control in accordance with these NPBS Banking Application T&Cs, the Terms and Conditions and subject to the Terms of Services and Policies applicable to your use of Google Play. This licence does not allow you to use the NPBS Banking Application on a device that you do not own or control.

These NPBS Banking Application T&Cs will govern any updates or upgrades provided by NPBS that replace or supplement the original NPBS Banking Application, unless the update or upgrade is accompanied by a separate licence, in which case the terms of that licence will prevail. You are solely responsible for ensuring that any update or upgrade provided by NPBS is installed on your Android device.

c. Consent to Use of Data

You agree that NPBS may collect and use technical data and related information, including but not limited to technical information about your Android Device, system and application software and peripherals, to assist in the provision of software updates, product support and other services related to the NPBS Banking Application. NPBS may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

d. Eligibility

In order to use the NPBS Banking Application on your Android device you will need:

- > an Android device running version 4.2 up to version 6.0 of the Android operating system that is enabled for cellular or wireless internet connection; and
- > to be an NPBS member registered for NPBS's internet banking service with a valid member number, user ID (for business members) and access code.

e. Fees and Charges

Using the NPBS Banking Application will not incur any additional fees charged by NPBS.

However, you may incur charges from your mobile service provider for downloading and using the NPBS Banking Application or any third party services and websites (collectively and individually referenced as 'Services'). Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.

f. Services

The NPBS Banking Application may enable access to the Services. Use of the Services may require internet access and that you accept additional terms of service.

The location data on the NPBS Banking Application is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where incorrect, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither NPBS, nor any of its content providers or third party services, guarantees the availability, accuracy, completeness or reliability of location data displayed by the NPBS Banking Application or any Services.

NPBS, and its licensors, reserve the right to change, suspend, remove, or disable access to the NPBS Banking Application or any Services at any time without notice. In no event will NPBS be liable for the removal of or disabling of access to the NPBS Banking Application or any Services. NPBS may also impose limits on the use of or access to the NPBS Banking Application or certain Services, in any case and without notice or liability.

g. Your Obligations

You agree that you will:

- > Not leave your Android device unattended while you are logged into the NPBS Banking Application.
- > Lock your Android device or take other steps necessary to stop any unauthorised use of the NPBS Banking Application.
- > Not disclose your member number, user ID (for business members) or access code to any other person (or store this information on your device

so that it may be accessed by another person if your device is lost or stolen).

- Be solely responsible for ensuring that any upgrades provided by NPBS are installed on your Android device.
- Not act fraudulently or maliciously in relation to the NPBS Banking Application.
- Not copy, modify, decompile, disassemble, create derivative works of, adversely affect, reverse engineer, hack into or insert malicious code into the NPBS Banking Application.
- Not rent, lend, sell, redistribute or sub-licence the NPBS Banking Application;
- Not override the software lockdown on your Android device (commonly referred to as 'jailbreaking' your Android device).

h. No Warranty

You expressly acknowledge and agree that use of the NPBS Banking Application is at your sole risk and that the entire risk as to satisfactory quality, performance and accuracy is with you. To the maximum extent permitted by applicable law, the NPBS Banking Application and Services are provided 'as is' and 'as available', with all faults and without warranty of any kind, and NPBS disclaims all warranties and conditions with respect to the NPBS Banking Application and any Services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. NPBS does not warrant against interference with your enjoyment of the NPBS Banking Application, that the functions contained in, or Services performed or provided by, the NPBS Banking Application will meet your requirements, that the operation of the NPBS Banking Application or Services will be uninterrupted or error-free, or that defects in the NPBS Banking Application or Services will be corrected.

i. Limitation of liability

The Terms and Conditions set out the liability of you and NPBS when using NPBS's internet banking service. NPBS will not be responsible for any inability of your Android device to access or use the NPBS Banking Application, or for any loss or damage to your Android device resulting from your access or use, or attempted access or use, of the NPBS Banking Application (including downloading any associated applications for the NPBS Banking Application), and you should satisfy yourself as to these matters before attempting to access or use the NPBS Banking Application.

NPBS will not be liable for any loss arising from your use of or inability to use the NPBS Banking Application, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your Android device other than those available from Google Play, or if you have caused or contributed to that loss, for example, by failing to comply with these NPBS Banking Application T&Cs or the Terms and Conditions.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via the NPBS Banking Application or any portion of it may result in legal action being taken.

You expressly understand and agree that your use of Google Play is at your sole risk and that Google Play is provided "as is" and "as available" without warranty of any kind. Your use of Google Play and any material downloaded or otherwise obtained through the use of Google Play is at your own discretion and risk and you are solely responsible for any damage to your Android device, computer system or other device or loss of data that results from that use. Google further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

j. Help and support

For any questions, complaints, claims or requests for support regarding the NPBS Banking Application please contact the NPBS Member Support Centre on 13 19 87 or email us at enquiries@newcastlepermanent.com.au.

NPBS cannot provide, and will not be responsible for, advice specific to your Android device, including data connections or cellular charges to your Android device accounts.

You acknowledge that Google has no obligation whatsoever to furnish any maintenance and support services with respect to the NPBS Banking Application.

k. Suspension or termination of use and service quality

NPBS may suspend or terminate your licence to use the NPBS Banking Application at any time. Your rights under these NPBS Banking Application T&Cs will terminate automatically without notice from NPBS if you fail to comply with any term of these NPBS Banking Application T&Cs or the Terms and Conditions. Upon termination of the licence of the NPBS Banking Application, you must cease all use, and delete all copies, of the NPBS Banking Application.

The provision and subsequent use of the NPBS Banking Application is subject to the reliability and availability of third party service providers including software providers and network service providers. NPBS will not be liable for any direct or indirect loss suffered by you, as a result of a reduced level of service caused by any third party.

l. Changes to the NPBS Banking Application and NPBS Banking Application T&Cs

NPBS may make any changes to the NPBS Banking Application and these NPBS Banking Application T&Cs at any time.

m. Other matters

In relation to these NPBS Banking Application T&Cs, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of NPBS's rights. No waiver will be effective unless it is in writing. A waiver of a breach will not waive any other breach.

The laws of the New South Wales, Australia govern these NPBS Banking Application T&Cs and your use of the NPBS Banking Application. Your use of the NPBS Banking Application may also be subject to other local, state, national, or international laws.

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