

Banking App Terms and End User Licence Agreement for Apple Devices

Dated: 30 March 2022

Licensed Application END USER LICENCE AGREEMENT

This Licence Agreement between you and Newcastle Permanent Building Society Limited (ACN 087 651 992) as licensor (**Application Provider**) governs the use of the Newcastle Permanent Building Society Banking Application (**Licensed Application**) on your Apple iPhone Device (**iPhone**).

You can download and install the Licensed Application from the App Store to your iPhone. Together with the terms and conditions applicable to your accounts (**Terms and Conditions**), this End User Licence Agreement (**EULA**) forms a legal contract between you, as the account owner and the Application Provider in relation to your use of the Licensed Application. To the extent of any inconsistency between the Terms and Conditions and this EULA, the Terms and Conditions prevail.

The Application Provider reserves all rights not expressly granted to you. For the avoidance of doubt you acknowledge that this licence is entered into between you and the Application Provider only, and not with Apple Inc. (**Apple**).

It is important that you read and understand this EULA before downloading the Licensed Application as, by downloading the Licensed Application from the App Store, you are accepting the terms of this EULA and any amendments to them notified to you, including electronically via the App Store or iPhone, or via the Application Provider's website.

The Licensed Application is only available for use by individuals over the age of 14.

a. Scope of Licence

This licence granted to you for the Licensed Application by the Application Provider is limited to a non-transferable licence to use the Licensed Application on any iPhone that you own or control and as permitted by the Usage Rules set forth under the heading 'Services and Content Usage Rules' of the Apple Media Services Terms and Conditions (**Usage Rules**). This licence does not allow you to use the Licensed Application on any iPhone that you do not own or control, and you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this licence and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any Updates or part thereof (except as and only to the extent as may be permitted by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sources components included with the Licensed Application). In addition, you agree that you will not override the software lockdown on your iPhone (commonly referred to as 'jailbreaking' your iPhone). Any attempt to do so is a violation of the rights of the Application Provider and its licensors. If you breach this restriction, you may be subject to prosecution and damages.

The terms of this EULA will govern any updates, upgrades, patches, bug fixes, new releases or new versions (Updates) provided by the Application Provider that replace and/or supplement the original Licensed Application, unless such Updates are accompanied by a separate licence in which case the terms of that licence will govern. You are solely responsible for ensuring that any Updates provided by the Application Provider are installed on your iPhone.

b. Consent to Use of Data

The Application Provider may collect your personal information in connection with your use of the Licensed Application, including but not limited to your identifying information like your name and contact information and information you tell us about yourself when interacting with us, for example by sending us an enquiry. You agree that the Application Provider may also collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, to facilitate the provision of Updates, product support and other services to you (if any) related to the Licensed Application, to improve the Application Provider's products and services and to develop new products, services and technologies. We will use your personal information in accordance with the NPBS Privacy Policy, available here newcastlepermanent.com.au/privacy-policy. You acknowledge that you have read and agreed to the NPBS Privacy Policy. For more information about data use and privacy, please see the NPBS Privacy Policy.

c. Eligibility

In order to use the Licensed Application on your iPhone you will need:

- i. an iPhone running iOS 10.3 or higher of the Apple operating system that is enabled for cellular or wireless internet connection; and
- ii. to be an Newcastle Permanent Building Society (NPBS) member registered for NPBS's internet banking service with a valid member number, user ID (for business members) and access code.

You acknowledge that the Licensed Application is designed and intended for use on iPhone mobile devices only, and is not designed or intended for use on other Apple products including but not limited to iPad, iPod touch, Apple Watch, and/or Apple TV.

d. Suspension or Termination of use and service quality

The licence is effective until terminated by you or the Application Provider. The Application Provider may suspend or terminate your licence to use the Licensed Application at any time. Your rights under this licence will terminate automatically without notice from the Application Provider if you fail to comply with any term(s) of this licence. Upon termination of the licence, you shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

The provision and subsequent use of the Licensed Application are subject to the reliability and availability of third party service providers

including software providers and network service providers. The Application Provider 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.

e. Maintenance and Support

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

The Application Provider cannot provide, and will not be responsible for, advice specific to your iPhone, including data connections or cellular charges to your Apple device accounts. To the extent required, the Application Provider is responsible for providing any maintenance and support with respect to the Licensed Application. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

f. Services: Third Party Materials.

The Licensed Application may enable access to the Application Provider's website, and third party services and web sites (**Services**). Use of the Services may require Internet access and that you accept additional terms of service.

You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that the Application Provider shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties (**Third Party Materials**) or provide links to certain third party web sites. By using the Services, you acknowledge and agree that the Application Provider is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. The Application Provider does not warrant or endorse and does not assume any responsibility for any third-party Services, Third Party Materials or websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, you should consult with a financial/or tax professional.

Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither the Application Provider, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timelessness of stock information or location data displayed by any Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorised way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Application Provider is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to an iPhone are not available in all languages or in all countries. The Application Provider makes no representation that such Services and Third Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Third Party Materials, you do so at your own initiative and are responsible for compliance with any applicable local laws.

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

g. Product claims

You acknowledge that the Application Provider and not Apple, will be responsible for addressing any claims you or any third party may have with respect to the Licensed Application.

h. No Warranty.

To the maximum extent permitted by applicable law, and subject to any warranties or guarantees implied by law that cannot be excluded (**Consumer Guarantees**), the Licensed Application and Services are provided "as is" and "as available", with all faults and without warranty of any kind, and the Application Provider hereby disclaims all warranties and conditions with respect to the Licensed 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. The Application Provider does not warrant against interference with your enjoyment of the Licensed Application, that the functions contained in, or Services performed or provided by, the Licensed Application or Services will be uninterrupted or error-free, or that defects in the Licensed Application or Services will be corrected. No oral or written information or advice given by the Application Provider or its authorised representative shall create a warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

i. Warranty Claims

To the extent not disclaimed by paragraph h, the Application Provider is solely responsible for any product warranties.

In the event of any failure of the iPhone to conform to any applicable warranty, you may notify Apple and Apple may refund the purchase price for the iPhone to you.

To the maximum extent permitted by applicable law, Apple will have no other warranty obligations whatsoever with respect to the Licensed Application, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will, subject to this paragraph i, be the Application Provider's responsibility.

j. Limitation of Liability

Where the liability of the Application Provider for breach of a Consumer Guarantee cannot be excluded, to the maximum extent allowed by law and at the Application Provider's option, its liability for such breach is limited to the resupply of the Licensed Application or the Services or payment of the cost of having the Licensed Application or the Services resupplied to you. To the extent not prohibited by law, and subject to your rights under any Consumer Guarantee, in no event shall the Application Provider be liable for personal injury, or incidental, special, indirect or consequential damages whatsoever, including, without limitations, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Licensed Application however caused, regardless of the theory of liability (contract, tort or otherwise) and even if the Application Provider has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

To the extent permitted at law, and subject to your rights under any Consumer Guarantee, in no event shall the Application Provider's total liability to you for all damages (other than as may be required by applicable law) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

k. Intellectual property rights

You acknowledge that Services may contain proprietary content, information and material that is protected by applicable intellectual property laws, including but not limited to patents, designs, copyright, trade-marks or circuit layout rights and any right to apply for the registration or grant of any of the above (**Intellectual Property**).

Subject to the grant of licence under paragraph a, you acknowledge that nothing in this EULA grants you any ownership of or rights in respect of the Intellectual Property in the Licensed Application, and you agree that you will not use the Licensed Application or Services in any way that breaches these Intellectual Property protections.

You acknowledge that, in the event of any third party claim that the Licensed Application or your possession and the use of the Licensed Application infringes a third party's Intellectual Property rights, the Application Provider, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

l. Third party beneficiary

You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries to the licence and will have the right (and will be deemed to have accepted the right) to enforce the licence against you as a third party beneficiary thereof.

m. Location of use & export

You may not use or otherwise export or re-export the Licensed Application except as authorised by United States law and the laws of the jurisdiction which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported:

- i. into any countries subject to a U.S. Government embargo;
- ii. to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List;
- iii. to any country designated by the U.S. Government as a 'terrorist supporting' country; or
- iv. to any country or person otherwise listed on any U.S. Government list of prohibited or restricted parties.

By using the Licensed Application, you represent and warrant that you are not located in any such country or any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

n. Changes to this EULA

The Application Provider may make changes or amendments to this EULA or the Licensed Application from time to time.

o. Lost or stolen devices & security

In your use of the Licensed Application, you agree to take such measures to ensure the safety of your iPhone and use of the Licensed Application as necessary, including but not limited to:

- i. not leave your iPhone unattended while you are logged into the Licensed Application;
- ii. lock your iPhone or take other steps necessary to stop any unauthorised use of the Licensed Application;
- iii. not share your lock code/password or other means of accessing your iPhone with any other person, including not allowing any other person to register their biometric identifier (e.g. fingerprint, Face ID), and not using a code or password which is easily discernible (e.g. your date of birth) or otherwise the same as your other devices or services; and
- iv. 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).

If your iPhone is lost or stolen, you should immediately block your account from making any further transactions by contacting NPBS Customer Contact Centre on 13 19 87.

If you suspect unauthorised transactions or transfers have been made using the Licensed Application, you should immediately contact the NPBS Customer Contact Centre on 13 19 87.

p. Other matters

In relation to this EULA, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of the Application Provider's rights. No waiver will be effective unless it is in writing. A waiver of a breach will not waive any other breach.

You may not assign, sub-contract or otherwise deal with any of your rights or obligations under this EULA without the prior written consent of the Application Provider. The Application Provider may assign, novate or otherwise deal with any rights under this EULA at any time effective immediately upon notifying you of the assignment or novation.

If any provision of this EULA is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed without affecting the validity or enforceability of the remaining provisions of this EULA.

The laws of the State of New South Wales, Australia excluding its conflicts of law rules, govern this licence and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

q. Name and address

Any questions, complaints or claims with respect to the Licensed Application should be directed to:

Newcastle Permanent Building Society Limited

Post: 307 King Street, Newcastle West NSW, 2300

Phone: 13 19 87 or +61 2 4907 6501

Email: enquiries@newcastlepermanent.com.au