

Banking App Terms and End User Licence Agreement for Android™ Devices

Dated: 30 March 2022

a. Introduction

This Licence Agreement between You and Newcastle Permanent (ACN 087 651 992) as licensor (**Newcastle Permanent**) governs the use of the Newcastle Permanent Banking Application on your Android device.

You can download and install the Newcastle Permanent 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 (**Newcastle Permanent Banking Application T&Cs**) form a legal contract between you, as the account owner and Newcastle Permanent in relation to your use of the Newcastle Permanent Banking Application. To the extent of any inconsistency between the Terms and Conditions and these Newcastle Permanent Banking Application T&Cs, the Terms and Conditions prevail.

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

The Newcastle Permanent Banking Application is only available for use by individuals over the age of 14.

b. Scope of Licence

Under these Newcastle Permanent Banking Application T&Cs Newcastle Permanent grants you a non-exclusive, non-transferable licence to use the Newcastle Permanent Banking Application on any eligible Android device that you own and control in accordance with these Newcastle Permanent 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 Newcastle Permanent Banking Application on a device that you do not own or control.

Subject to the above grant of licence, you acknowledge that nothing in these Newcastle Permanent Banking Application T&Cs grants you any ownership of or rights in respect of the intellectual property, including 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**), in the Newcastle Permanent Banking Application.

These Newcastle Permanent Banking Application T&Cs will govern any updates, upgrades, patches, bug fixes, new releases or new versions (**Updates**) provided by Newcastle Permanent that replace or supplement the original Newcastle Permanent Banking Application, unless the Update 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 provided by Newcastle Permanent is installed on your Android device.

c. Consent to Use of Data

Newcastle Permanent may collect your personal information in connection with your use of the Newcastle Permanent Banking 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 Newcastle Permanent 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 Newcastle Permanent Banking Application, to improve Newcastle Permanent's products and services and to develop new products, services and technologies. We will use your personal information in accordance with the Newcastle Permanent Privacy Policy, available here newcastlepermanent.com.au/privacy-policy. You acknowledge that you have read and agreed to the Newcastle Permanent Privacy Policy. For more information about data use and privacy, please see the Newcastle Permanent Privacy Policy.

Eligibility

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

- i. an Android device running version 5.0 or higher of the Android operating system that is enabled for cellular or wireless internet connection; and
- ii. to be an Newcastle Permanent member registered for Newcastle Permanent's internet banking service with a valid member number, user ID (for business members) and access code.

You acknowledge that the Newcastle Permanent Banking Application is designed and intended for use on Android mobile devices only, and is not designed or intended for use on Tablet devices.

d. Fees and Charges

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

However, you may incur charges from your mobile service provider for downloading and using the Newcastle Permanent 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.

e. Services

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

You acknowledge that nothing in these Newcastle Permanent Banking Application T&Cs imposes obligations on us to develop, release or install for you any Updates, provided however that if we do develop or release

any Updates, we may require that all such Updates be used by you. You also acknowledge that nothing in these Newcastle Permanent Banking Application T&Cs imposes obligations on us to provide any services to you in respect of the Newcastle Permanent Banking Application including (without limitation) development or customisation services, technical support, training or maintenance services.

The location data on the Newcastle Permanent 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 Newcastle Permanent, nor any of its content providers or third party services, guarantees the availability, accuracy, completeness or reliability of location data displayed by the Newcastle Permanent Banking Application or any Services.

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

f. Your Obligations

You agree that you will:

- i. not leave your Android device unattended while you are logged into the Newcastle Permanent Banking Application;
- ii. lock your Android device or take other steps necessary to stop any unauthorised use of the Newcastle Permanent Banking Application;
- iii. not share your lock code/password or other means of accessing your Android device with any other person, including not allowing any other person to register their biometric identifier (e.g. fingerprint), 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;
- 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);
- v. be solely responsible for ensuring that any Updates provided by Newcastle Permanent are installed on your Android device;
- vi. not act fraudulently or maliciously in relation to the Newcastle Permanent Banking Application;
- vii. not copy, modify, decompile, disassemble, create derivative works of, adversely affect, reverse engineer, hack into or insert malicious code into the Newcastle Permanent Banking Application;
- viii. not attempt to circumvent or break any licence keys or any other encryption, decryption or other security device or technological protection measure contained in the Newcastle Permanent Banking Application;
- ix. not rent, lend, sell, redistribute, sub-licence or make publically available the Newcastle Permanent Banking Application; or
- x. not override the software lockdown on your Android device (commonly referred to as 'jailbreaking' your Android device).

You further acknowledge that the Newcastle Permanent Banking

Application may contain licence keys or other technological protection measures and we may use the licence keys or other protection measures to disable or suspend your access to the Newcastle Permanent Banking Application following the termination of these Newcastle Permanent Banking Application T&Cs, or following any breach (or suspected breach) of these Newcastle Permanent Banking Application T&Cs.

g. 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 Newcastle Permanent Banking Application and Services are provided 'as is' and 'as available', with all faults and without warranty of any kind, and Newcastle Permanent disclaims all warranties and conditions with respect to the Newcastle Permanent 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.

Newcastle Permanent does not warrant against interference with your enjoyment of the Newcastle Permanent Banking Application, that the functions contained in, or Services performed or provided by, the Newcastle Permanent Banking Application will meet your requirements, that the operation of the Newcastle Permanent Banking Application or Services will be uninterrupted or error-free, or that defects in the Newcastle Permanent Banking Application or Services will be corrected.

h. Limitation of liability

The Terms and Conditions set out the liability of you and Newcastle Permanent when using Newcastle Permanent's internet banking service. Where the liability of Newcastle Permanent for breach of a Consumer Guarantee cannot be excluded, to the maximum extent allowed by law and at the option of Newcastle Permanent, its liability for such breach is limited to the resupply of the Newcastle Permanent Banking Application or the Services or payment of the cost of having the Newcastle Permanent Banking Application or the Services resupplied to you. Newcastle Permanent will not be responsible for any inability of your Android device to access or use the Newcastle Permanent 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 Newcastle Permanent Banking Application (including downloading any associated applications for the Newcastle Permanent Banking Application), and you should satisfy yourself as to these matters before attempting to access or use the Newcastle Permanent Banking Application.

Newcastle Permanent will not be liable for any loss arising from your use of or inability to use the Newcastle Permanent 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 Newcastle Permanent 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 Newcastle Permanent 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.

i. Help and support

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

Newcastle Permanent 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 Newcastle Permanent Banking Application.

j. Lost or stolen device

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

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

k. Suspension or termination of use and service quality

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

The provision and subsequent use of the Newcastle Permanent Banking Application are subject to the reliability and availability of third party service providers including software providers and network service providers. Newcastle Permanent 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 Newcastle Permanent Banking Application and Newcastle Permanent Banking Application T&Cs

Newcastle Permanent may make changes or amendments to these Newcastle Permanent Banking Application T&Cs and the Newcastle Permanent Banking Application from time to time.

m. Other matters

In relation to these Newcastle Permanent Banking Application T&Cs, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of Newcastle Permanent'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 these Newcastle Permanent Banking Application T&Cs without our prior written consent. We may assign, novate or otherwise deal with any rights under these Newcastle Permanent Banking Application T&Cs at any time effective immediately upon us notifying you of the assignment or novation.

If any provision of these Newcastle Permanent Banking Application T&Cs 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 these Newcastle Permanent Banking Application T&Cs.

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

n. Name and address

Any questions, complaints or claims with respect to the Newcastle Permanent Banking Application should be directed to:

Newcastle Permanent

Post: 307 King Street, Newcastle West, NSW, 2300

Phone: 13 19 87 or +61 2 4907 6501

Email: enquiries@newcastlepermanent.com.au