



SECURITY AND VIRTUAL TOKENS TERMS AND CONDITIONS FOR USE WITH INTERNET BANKING / MOBILE BANKING / APP

IMPORTANT INFORMATION

There are some important things we need to tell you before you receive your Security Token or Virtual Token.

1. Your Security Token or Virtual Token is personal to you and provides an additional level of security for your internet banking session.
2. The types of accounts which you can access will not change when you activate your Security Token or Virtual Token. However, once you have activated the Security Token or Virtual Token, you will need to use it every time you use internet banking. This is done by entering the code displayed on the Security Token or Virtual Token at the login screen.
3. Where your daily limit* is \$1,000 or more, you must use a Security Token or Virtual Token, unless we agree otherwise.
4. Where your daily limit* is less than \$1,000 you can choose to have a Security Token or Virtual Token. You can also choose to cancel your Security Token or Virtual Token at any time by contacting us if your daily limit remains less than \$1,000.

*The daily limits apply to external transfers per account per day.

5. You must keep your Security Token or Virtual Token safe and secure and advise us immediately on 1300 688 825 if it is lost, stolen or misused. We will deactivate your Security Token or Virtual Token and arrange for a replacement one for you.

6. The Mutual Bank has a Complaints Policy and Internal Dispute Resolution processes for

resolving complaints. If you have a complaint about us that you would like us to investigate, please contact us on 1300 688 825 or visit our website themutual.com.au. If we are able to resolve the complaint to your satisfaction, we will do so immediately. If we are unable to resolve your complaint immediately, we will endeavour to resolve it as soon as possible, within a maximum timeframe of 30 days.

7. If, after reading these Terms and Conditions, including the End User Agreement, and our Terms and Conditions for Internet and Phone Banking, or you have any questions about the Security Token or Virtual Token, please call us on 1300 688 825 between 9.00am and 5.00pm, Monday to Friday.

SECURITY TOKEN OR VIRTUAL TOKEN END USER AGREEMENT

You must read this Security Token or Virtual Token End User Agreement (this "agreement") carefully before using the Security Token or Virtual Token that is being issued to you in connection with this agreement. By ticking "I agree with the Terms and Conditions" or using the Security Token or Virtual Token, you are consenting to be bound by the terms of this agreement. If you do not agree to all terms of this agreement, do not use the Security Token, do not tick "I agree with the Terms and Conditions", and return the Security Token as issued by us to The Mutual Bank, or disable the Virtual Token on your device.

1. Definitions.

Unless otherwise specified, capitalised terms in this Agreement will have the meanings attributed to them in this Section 1.

"Relying Party" means any entity that accepts any VIP Credential for second factor authentication at its Website, and includes Maitland Mutual Limited trading as The Mutual Bank, ABN 94 087 651 983, AFSL/Australian credit licence 238139;

"VeriSign" means VeriSign, Inc., a Delaware Corporation;

"VIP Credential" means a shared secret or shared key;

"Security Token" means the hardware device issued by us to you, and which protects a VIP Credential.

"Virtual Token" means the VIP Access app that you download on your device in connection with this Agreement, and in which a VIP Credential is embedded.

"VIP Network" means the network infrastructure of online service providers and enterprises who promote the use of second factor authentication to increase the security of their applications for the benefit of their consumers and protect their consumers from identity theft. Such VIP Network shall be operated by VeriSign, as the network operator and governed by the VIP Policy; and

"VIP Policy" means the VeriSign Identity Protection Authentication Network Policy document, which can be found at <http://www.verisign.com/repository>.

"Us" and "us" mean Maitland Mutual Limited trading as The Mutual Bank, ABN 94 087 651 983, AFSL/Australian credit licence 238139.

2. Scope of Use.

The Security Token or Virtual Token may only be used in the VIP Network. In particular, your use of the Security Token or Virtual Token shall be limited as follows:

- (i) You will use the Security Token or Virtual Token only on the websites of Relying Parties and in compliance with applicable law;
- (ii) You will always provide us and any Relying Party with accurate information as requested in order to allow us and/or such Relying Party to associate your Security Token or Virtual Token with your identity for use on the VIP Network; and
- (iii) You will maintain proper possession of the Security Token or Virtual Token and in the event that your Security Token or Virtual Token is lost or stolen, you will promptly notify us of such event.

You are expressly prohibited from sublicensing, selling, renting, leasing, or otherwise distributing the Security Token or Virtual Token. We and VeriSign, as the operator of the VIP Network, shall have the right to temporarily or permanently suspend your use of the Security Token or Virtual Token, and we shall have the right to automatically terminate this Agreement, if, in our or VeriSign's sole discretion, you fail to use the Security Token or Virtual Token in accordance with the terms of this Agreement, or use the Security Token or Virtual Token in a manner that compromises the security or integrity of the VIP Network.

3. Intellectual Property Protection.

The intellectual property related to the Security Token or Virtual Token, including its operation, code, architecture, and implementation, as well as the look and feel of the Security Token or Virtual Token, is the valuable intellectual property of us, and our licensors. The Security Token or Virtual Token is protected by United States patent and copyright laws and international treaty provisions. This Agreement does not give you any intellectual property rights in the Security Token or Virtual Token. Except as permitted by law, you agree not to modify, translate, disassemble, decompile, reverse engineer, create derivative works of, or

make any other attempt by any means to discover or obtain any source code embedded in the Security Token or Virtual Token.

4. Disclaimer of Warranty.

To the maximum extent permitted by applicable law, you agree that your use of the Security Token or Virtual Token is solely at your own risk. You agree that the Security Token or Virtual Token is provided on an "as is" and "as available" basis, except as otherwise noted in this agreement or any other agreement between you and us. We expressly disclaim all representations, warranties, guarantees, terms and conditions of any kind, whether express, implied or statutory, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, except any implied condition or warranty the exclusion of which would contravene any statute (including the *TRADE PRACTICES ACT 1974* (Cwlth)), or cause any part of this clause to be void (non-excludable condition). Liability for breach of any non-excludable condition (other than implied warranty of title) is limited, at our option, to refunding the price of the goods or services in respect of which the breach occurred, or to provide, replace, or repair those goods or provide those services again. No dealer, agent, or employee of ours is authorised to make any modifications, extensions, or additions to this warranty.

5. Limitation of Liability.

To the maximum extent permitted by applicable law, except as may be provided in this agreement, under no circumstances and under no legal theory, tort, contract, or otherwise, shall we or our suppliers or resellers be liable to you or any other person for any indirect, special, incidental, exemplary or consequential damages of any character including, without limitation, damages for loss of business profits, business interruption, loss of business information, computer failure or malfunction, or any and all other commercial damages or losses even if we have been informed of the possibility of such damages, and we shall be held harmless for any losses, real or perceived, that occur relating to the use of the Security Token or Virtual Token. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

6. General Provisions.

This Agreement will be governed by the laws of Victoria, Australia, without reference to the conflict of law principles. If any part of this Agreement is found to be void, unenforceable or invalid, it shall not affect the other provisions of this Agreement. This Agreement can only be modified by a writing signed by both parties. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

By ticking "I agree with the Terms and Conditions" or using the Security Token or Virtual Token, you confirm that you have read and agree to the terms and conditions in this Agreement.