

NETDIRECT SECURITY TOKENS – TERMS AND CONDITIONS

IMPORTANT INFORMATION

There are some important things we need to tell you before you order your security token.

1. Your security 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 however, once you have activated the security 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 at the login screen.
3. Where your daily limit* is \$1,000 or more, you must use a security token, unless we agree otherwise.
4. Where your daily limit* is less than \$1,000 you can choose to have a security token issued to you. You can also choose to cancel your security token at any time by contacting us if your daily limit remains less than \$1,000.
5. *The daily limits apply to external transfers per account per day.
6. You must keep your security token safe and secure and advise us immediately on 02 4933 8044 if it is lost, stolen or misused. We will deactivate your security token and arrange for a replacement one to be sent to you. A security token replacement fee will apply. Refer to our Product Disclosure Statement or Fees and Charges summary for details.
7. If you have a complaint that you would like us to investigate please contact us on 02 4933 8044. If we can not resolve your complaint within 24 hours we will acknowledge your complaint within 3 days and endeavour to resolve it within 21 days.
8. If, after reading this Important Information, the Security Token End User Agreement and our Terms and Conditions for Internet and Phone Banking, you have any questions about the security token, please call us on 02 4933 8044 between 9.00am and 5.00pm, Monday to Friday.

SECURITY TOKEN END USER AGREEMENT

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

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 Building Society Limited ABN 94 087 651 983;

“VeriSign” means VeriSign, Inc., a Delaware corporation;

“VIP Credential” means a shared secret or shared key;

“VIP Device” means the hardware device that has been issued to you in connection with this Agreement, and which protects a VIP Credential, or 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 Building Society Limited ABN 94 087 651 983.

2. Scope of Use. The VIP Device may only be used in the VIP Network. In particular, your use of the VIP Device shall be limited as follows:

- (i) You will use the VIP Device only at the Web sites 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 VIP Device with your identity for use on the VIP Network; and
- (iii) You will maintain proper possession of the VIP Device and in the event that your VIP Device 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 VIP Device. We and VeriSign, as the operator of the VIP Network, shall have the right to temporarily or permanently suspend your use of the VIP Device, and we shall have the right to automatically terminate this Agreement, if, in our or VeriSign's sole discretion, you fail to use the VIP Device in accordance with the terms of this Agreement or use the VIP Device in a manner that compromises the security or integrity of the VIP Network.

3. Intellectual Property Protection. The intellectual property related to the VIP Device, including its operation, code, architecture and implementation, as well as the look and feel of the VIP Device, is the valuable intellectual property of us, and our licensors. The VIP Device 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 VIP Device. 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 VIP Device.

4. Disclaimer of Warranty. To the maximum extent permitted by applicable law, you agree that your use of the VIP device is solely at your own risk. You agree that the VIP device 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 providing, replacing or repairing those goods or providing 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 VIP device. 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 VIP device, you confirm that you have read and agree to the terms and conditions in this Agreement.