

in1bank Electronic User Conditions

11th March 2022

Public

This Terms of Service document (the “Terms”) outlines the terms and conditions for use of the in1bank App (the “Services” or “Service”) provided by in1bank Ltd. (“in1bank”). These Terms also govern the use of and access to in1bank’s content (the “Content”), which includes the in1bank website (the “Website”), Applications (the “Apps”), and any software provided by in1bank (the “Software”).

By agreeing to these Terms, you are also agreeing to the [Privacy Policy](#) (“Privacy Policy”).

Acceptance

By accessing the Content or Services, you are agreeing to comply with and be legally bound by these Terms in their entirety. These Terms constitute a legally binding agreement (the “Agreement”) between you and in1bank. If you do not agree with any part of the Terms, you may not use our Services.

Changes to terms

in1bank may update our Terms periodically without notice. If you continue to use in1bank’s Services, Content, Website, Apps, or Software after these changes take effect, then you agree to the revised Terms. The current version of the Terms is available on the Website. You understand and agree that it is your obligation to review these Terms from time to time in order to stay informed on current rules and obligations. Your use of the Content or Services following the changes to these Terms constitutes your acceptance of the changed Terms.

Acceptable use policy

In using our Services, you agree to:

- designate a PIN to authenticate with the App during onboarding, and to take all reasonable precautions to keep your PIN confidential;
- ensure all necessary precautions are taken to secure your device, including the use of passcodes, passwords or biometrics;
- immediately change your secret if your secret authentication keys have been compromised and report to in1bank any suspected breaches;
- not leave your device unattended while logged in to our App;
- only install the App on a non-jailbroken/rooted device;
- keep the operating system of the device with the App installed up to date;
- keep our App up-to-date on your device via the App Store or Google Play;
- not share your App passcode or secret information with anyone. Any person who uses your passcode to access our App on your device will be able to act

on your behalf. You are responsible for all activity performed under your account;

- delete our App and remove the debit card from the digital wallet before you sell, recycle or discard your device.
- not attempt to access, probe, or connect to computing devices without proper authorization (i.e., any form of “hacking”).
- not use the Service for anything other than lawful purposes; and
- not introduce any viruses or malware to any in1bank-related systems or App.

Privacy

You authorise in1bank to collect, use and disclose your personal information, including for the purpose of preventing or investigating actual or suspected fraud or other misconduct.

For example, we may use a third-party service provider to determine whether your mobile number has been ported or your SIM swapped, and for this purpose you authorise:

- in1bank to share your mobile number with that third party;
- that third party to share your mobile number with your telecommunications service provider; and
- your telecommunications service provider to disclose mobile porting/SIM swap information to that third party and to in1bank.

For more information about how we handle your personal information, refer to our Privacy Policy.

Indemnity

You agree to indemnify in1bank against any claim or demand, including but not limited to reasonable legal fees made by a third-party due to: (a) your provision of incorrect information; (b) someone else using your account with your authority or knowledge or due to your negligence; or (c) your violation of any laws, regulations or third-party rights. This indemnity will not apply to the extent the claim or demand is caused or contributed to by in1bank. Before relying on this indemnity, in1bank will take reasonable steps to mitigate loss suffered due to such claim or demand

Warranty disclaimer

in1bank will not be responsible for any loss you suffer from any use or access, or as a consequence of:

- not being able to use or access our App or any services within the App, unless your loss is caused by our fraud or gross negligence;
- issues with your device or mobile network;
- unauthorised access to your device due to the lack of device security;
- any third party's fraudulent or negligent actions; and
- you not complying with your obligations under these terms.

If any law requires in1bank to be responsible for any of your loss, we will be responsible to the extent of re-supplying the services via the App or the cost of re-supplying those services.

Suspending or cancelling access

in1bank may suspend or cancel your access to our App:

- where we believe that Electronic Banking may cause loss to you or us;
- to protect you or us from fraud or suspected fraud;
- if you have not used our App in accordance with these terms;
- requests by law enforcement or other government agencies;
- unexpected technical or security issues or problems.;
- where we have reasonable grounds to believe that your use of our App breaches the laws of Australia or any other country; and
- unexpected technical or security issues or problems.

Where possible, we will give you reasonable notice of suspension or termination, however this may not be possible in all circumstances.

Language and translation of content

In the event that this Agreement is translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.

License

Subject to your compliance with these Terms, in1bank grants to you a non-exclusive and limited license to download and use the App. Modifying, distributing to unauthorized parties, reverse engineering, or otherwise using the App or Software in any way not expressly authorized by in1bank is strictly prohibited.