



**Credit Union SA Ltd**  
ABN 36 087 651 232  
AFSL/Australian Credit  
Licence: 241066  
BSB: 805 007

Credit Union SA Centre  
Level 3, 400 King William Street  
Adelaide SA 5000  
GPO Box 699 Adelaide SA 5001

Phone: (08) 8202 7777  
Country SA: 1800 018 227  
creditunionsa.com.au

## End User Licence Agreement

### 1. General

- 1.1. The terms of this document govern the relationship between the licensee (**you**) and Credit Union SA Ltd ABN 36 087 651 232 (**Licensor**) in respect of use of the mobile device application known as 'Digital First' (**App**) and any associated services offered by the Licensor (**Services**) by you.
- 1.2. Your entitlement to use the App and Services is conditional upon you agreeing to the terms set out in this document. The App and Services are offered for use by you on the condition that you read and accept this document and agree to be bound by its terms.
- 1.3. By installing, using or accessing the App or Services, you are considered to have accepted the terms set out in this document. If you do not agree with or otherwise do not wish to accept the terms set out in this document, do not install, use or access the App or the Services.
- 1.4. If you are a minor, please ask your parent or guardian's permission before installing, using or accessing the App or Services.

### 2. App

- 2.1. Subject to the terms of this document, the Licensor grants you a non-exclusive, non-transferable licence to:
  - 2.1.1. in the case of App acquired through the App Store operated by Apple Inc. (**Apple**) in respect of its devices running the iOS operating system (**iOS App Store**), use the App on any single device owned or controlled by you (**Device**) that carries Apple branding, and permit the use of the App on Apple-branded Devices attached to any accounts associated with you via Family Sharing or volume purchasing as permitted by the Usage Rules in the iOS App Store Terms of Service (which can be viewed at <http://www.apple.com/legal/itunes/au/terms.html>); and
  - 2.1.2. in all other cases, use the App on any Device that you own or control.
- 2.2. You must not rent, lease, lend, sell, transfer, redistribute or sublicense the App, or (except as permitted by the iOS App Store Terms of Service) make the App available over a network where it could be used by multiple Devices at the same time. If you sell or otherwise dispose of, transfer or assign any Devices containing the App, any copies of the App must be removed before doing so.
- 2.3. Other than as expressly provided in this document or otherwise permitted by law, you must not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, or any part thereof.
- 2.4. The Licensor and its third party licensors retain all right, title and interest to all intellectual property rights subsisting in the App, any Updates, and any part thereof.

### 3. Updates

- 3.1. The terms of this document (as amended in accordance with clause 18) will govern any updates that replace or supplement the original App supplied by or on behalf of the Licensor (**Updates**), unless such an Update is accompanied by a separate licence supplied by the Licensor in which case the terms of that licence will govern to the extent provided for.
- 3.2. You acknowledge and agree that the Licensor:
  - 3.2.1. is under no obligation to provide any Updates;
  - 3.2.2. can offer optional paid Updates;
  - 3.2.3. can use Updates to add, remove, modify or otherwise alter features of the App at its sole discretion, and that such changes will not be a breach of this document;
  - 3.2.4. can require you to install Updates to the App in order to continue using the Services; and
  - 3.2.5. can provide Updates in such a manner that the App is unable to be reverted to its previous state.
- 3.3. In order to obtain, install, update, access, use, or continue to access or use the App and/or Services, you may also be required to update third party software or apps (such as the operating system) on your Device.
- 3.4. You acknowledge and agree that:
  - 3.4.1. the Licensor is not responsible for such third party updates;
  - 3.4.2. such third party updates may be subject to their own terms and conditions, which the Licensor strongly recommends you review prior to implementing the third party update; and
  - 3.4.3. if you are unable or unwilling to obtain or install such third party updates, you may be unable to obtain, install, update, access, use, or continue to access or use the App and/or Services.

### 4. Services

- 4.1. Subject to the terms of this document, the Licensor grants you a non-exclusive, non-transferable licence to use the Services. You must only use any Services in connection with App offered by the Licensor.
- 4.2. The Licensor can modify or cease to offer the Services, or any part thereof, at any time without prior notice to you.
- 4.3. Other terms and conditions may apply to certain Services offered in connection with the App. Please see specific product information provided by the Licensor for more detail.

### 5. Risk

- 5.1. You acknowledge and agree that you use the App and any Services at your own risk.
- 5.2. To the fullest extent permitted by applicable law, the Licensor does not accept liability for any claims or losses arising directly or indirectly from:

- 5.2.1. a failure to provide any App or Service, or any part thereof;
- 5.2.2. corruptions to or loss of data, errors or interruptions occurring in the course of using, or as part of, any Service or App;
- 5.2.3. any unavailability of the App and/or Service or any part thereof;
- 5.2.4. any suspension or discontinuance of any App and/or Service, or any part thereof; or
- 5.2.5. any use of the App and/or Services by other users, including any use of the App and/or Services by other users in manner which contravenes this document.

## 6. User account

- 6.1. In order to use the App and/or the Services, or parts thereof, you will be required to create a user account. In order to do so, you will require:
  - 6.1.1. an existing membership with the Licensor, valid registration details and access credentials confirmed by the Licensor; and
  - 6.1.2. a mobile device and software compatible with the requirements the Licensor publishes from time to time and access to the internet.
- 6.2. You must ensure that:
  - 6.2.1. no more than one user account is registered per licensed copy of the App;
  - 6.2.2. you do not register multiple user accounts, as an individual is only permitted to have a single user account;
  - 6.2.3. you select a secure password or passcode that does not use any sequential numbers or letters or any identifiable personal information about you, and otherwise follow any guidance on access credentials the Licensor publishes from time to time; and
  - 6.2.4. you do not allow multiple people to use the same user account.
- 6.3. After you first use the App, you may choose to use biometric authentication (if available on your Device) to access the App. If you do so, you acknowledge that the App does not collect biometric data and relies on the Device to confirm authentication.
- 6.4. You are responsible for protecting the confidentiality of your log-in credentials to your account. Subject to any existing fraud or similar policies the Licensor may have implemented, you acknowledge and agree that you will be responsible for any activities engaged in using your account, whether or not access is authorised by you. You should notify the Licensor immediately if you suspect there has been unauthorised access to your account or your account may have been compromised in any other way.
- 6.5. The Licensor may suspend your account in the event of suspected breach of the terms of this document. If you disagree with any such suspension, you may contact the Licensor using the details set out at clause 28 and the Licensor will endeavour to resolve the dispute as soon as reasonably practicable.

## 7. User interaction

- 7.1. The App and/or Services may enable you to communicate with other users, or to post materials that may be made publicly available.
- 7.2. You acknowledge and agree that:
  - 7.2.1. any information or material submitted or created by or on behalf of you when registering on and using the App or a Service (**Your Content**) will be treated by the Licensor as non-confidential and non-proprietary and the Licensor can use Your Content without restriction or compensation to you or any other party;
  - 7.2.2. you grant the Licensor a perpetual, irrevocable, licence-free, royalty free, worldwide, non-exclusive, sub-licensable right to use Your Content for the purpose of providing the App and/or the Services to you;
  - 7.2.3. you have all necessary rights (including privacy rights) to provide any of Your Content to Licensor for the purpose of Licensor providing the App and/or the Services to you;
  - 7.2.4. Your Content is accurate, complete and up to date to the best of your knowledge at the time of creation or submission;
  - 7.2.5. you will not use the App or Services to create, post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, amounts to harassment or is otherwise objectionable;
  - 7.2.6. you will not use the App or Services to post or transmit any unsolicited advertising or promotional material;
  - 7.2.7. any material that you post or transmit via the App and/or the Services (including Your Content) can be removed by the Licensor without notice at any time, for any reason including no reason;
  - 7.2.8. you will not post or transmit any material which contains viruses or other computer code, files or programs which are designed to limit or destroy the functionality of other computer App or platform on which the App resides;; and
  - 7.2.9. you, and not the Licensor, are responsible for resolving any disputes you may have with other users of the App or Services.

## 8. Advertising

You acknowledge and agree that:

- 8.1. the App and/or the Services may feature links and/or advertisements from the Licensor and/or third parties;
- 8.2. any links to third party websites or other third party content or services are provided for convenience only and may not remain current or be maintained. You acknowledge that such links should not be construed as an endorsement, approval or recommendation by us of the third parties, or of any content or services provided by them, and that your use of any third party content or services may be subject to separate terms and conditions;

- 8.3. the Licensor may at its sole discretion introduce advertising into any App or Services that do not presently contain advertising; and
- 8.4. the Licensor is not responsible for the content of any third party advertisements, nor the content of any website or other materials that may be linked to by third party advertisements, and you view and such third party websites and materials at your sole risk.

## 9. Your obligations

- 9.1. You warrant and represent that the following statements are true and correct:
  - 9.1.1. you are not located in a country that is subject to an embargo by the governments of either the United States of America or the Commonwealth of Australia;
  - 9.1.2. you are not located in a country that has been designated by the governments of either the United States of America or the Commonwealth of Australia as a 'terrorist supporting' country; and
  - 9.1.3. you are not included on any list of prohibited or restricted parties by the governments of either the United States of America or the Commonwealth of Australia.
- 9.2. You acknowledge and agree that:
  - 9.2.1. you may be required to use certain third party services, for example, an app marketplace (Third Party Services) in order to obtain, install, update, access, use, or continue to access or use the App and/or Services;
  - 9.2.2. your use of Third Party Services may be subject to fees and separate terms and conditions (which you must comply), and you acknowledge that the Licensor is not responsible (or liable) for the supply of such Third Party Services (and the activities of any such third parties); and
  - 9.2.3. you are responsible for ensuring that your installation and use of the App and/or Services does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service or other services acquired from third parties.
- 9.3. You agree that you will:
  - 9.3.1. not leave your Device unattended while you are logged into the App;
  - 9.3.2. lock your Device when unattended;
  - 9.3.3. keep your Device and its operating system up to date;
  - 9.3.4. use the App and Services in accordance with this document;
  - 9.3.5. keep us reasonably updated with your current mobile telephone number and any other information you provide to the Licensor for the purposes of us providing the App and/or Services;

- 9.3.6. if you use biometric authentication (such as fingerprint or facial recognition systems) to access the App, only store your own (and no other person's) biometric data on your Device and delete your biometric information from your Device before disposing of or transferring your Device to any other person; and
- 9.3.7. ensure the App and all App data is securely deleted before you dispose of or transfer your Device in any way.
- 9.4. You agree that you will not:
  - 9.4.1. attempt to disrupt the normal operation of the App and/or Services, or any infrastructure operated by the Licensor or other business activities of the Licensor;
  - 9.4.2. attempt to gain unauthorised access to the App and/or the Services;
  - 9.4.3. make any automated use of the App and/or the Services;
  - 9.4.4. override any security or other restrictions (eg jailbreak) your Device;
  - 9.4.5. remove any proprietary notices, marks or labels applied to the App and/or Services;
  - 9.4.6. introduce any malicious code or programs into the App and/or Services;
  - 9.4.7. permit any other person to access the App or your App access credentials;
  - 9.4.8. use the App for purposes other than your own legitimate and lawful banking and financial management purposes in relation to accounts you have lawful control over;
  - 9.4.9. impersonate any other person in using of the App and/or Services;
  - 9.4.10. use the App and/or the Services in connection with the actual or attempted contravention of any applicable laws or for fraudulent purposes or with an intent to deceive; or
  - 9.4.11. attempt to do, or facilitate or allow any other person to do or attempt to do, anything referred to in this clause 9.4.

## 10. iOS App Store

If you obtained the App from the iOS App Store, you and the Licensor acknowledge and agree that:

- 10.1. this document is concluded between you and the Licensor only, and not with Apple, and the Licensor, not Apple, is solely responsible for the App and the content thereof;
- 10.2. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App, either under this document or applicable law;
- 10.3. the Licensor, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including but not limited to:
  - 10.3.1. product liability claims;

- 10.3.2. any claim that the App fails to conform to any applicable legal or regulatory requirement; or
- 10.3.3. claims arising under consumer protection, privacy or similar legislation;
- 10.4. in the event of any third party claim that the App or possession and/or use of the App by you infringes that third party's intellectual property rights, the Licensor, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such claim.

## 11. Support

Unless otherwise specified in this document or agreed pursuant to a separate written agreement between you and the Licensor, the Licensor will not be obliged to support the App and/or the Service, whether by providing advice, training, error-correction, modifications, updates (including Updates), new releases or enhancements or otherwise, or to provide any hosting, telecommunication, internet or other services in relation to the use of the App and/or the Service by you.

## 12. Duration of Licence

- 12.1. Subject to the remainder of this clause, the licences granted to you in respect of the App and Services are granted in perpetuity.
- 12.2. This agreement (inclusive of this licence) can be immediately terminated by the Licensor in the following circumstances:
  - 12.2.1. you are in breach of any term of this document;
  - 12.2.2. the Licensor reasonably considers there is any risk of fraud or security breach in connection with your account or your use of the App or Services;
  - 12.2.3. you, being a corporation, become the subject of insolvency proceedings, or threaten to do so;
  - 12.2.4. you, being a firm or partnership, are dissolved, or threaten to be dissolved; or
  - 12.2.5. a requirement of law or court order.
- 12.3. You may elect to terminate this agreement (inclusive of the licence) by notifying the Licensor in writing or deregistering using the App.
- 12.4. Upon termination, you will immediately cease accessing and using your account and any other user accounts to which you may have access and delete the App. You may not create any further user accounts on the App without the Licensor's prior written consent.
- 12.5. Termination pursuant to this clause will not affect any rights or remedies a party may have otherwise under this document or at law.

## 13. Warranty, disclaimers and liability

- 13.1. You acknowledge and agree that you use the App and any Services at your own risk.

- 13.2. You acknowledge that the App and Services may not be available at all times, and to the extent permitted by law cannot be guaranteed to be uninterrupted, non-infringing, secure, timely or error free.
- 13.3. To the full extent permitted by applicable law, the Licensor will not be liable to you for any:
  - 13.3.1. special, indirect or consequential damages (such as loss of profits), or claim, arising directly or indirectly in connection with this document; and
  - 13.3.2. loss or damage (howsoever caused) arising out of or in connection with:
    - 13.3.2.1. the Content, or the supply of, or failure to supply, the App or Services, or any part thereof;
    - 13.3.2.2. corruptions to or loss of or unauthorised access to data, errors or interruptions occurring in the course of using, or as part of, any Service or App;
    - 13.3.2.3. any suspension or discontinuance of the App and/or Service, or any part thereof; or
    - 13.3.2.4. any use of the App and/or Services by other users, including any use of the App and/or Services by other users in manner which contravenes this document.
- 13.4. Without limiting the preceding paragraph, to the full extent permitted by applicable law, the Licensor's liability for any term, condition, guarantee or warranty that is implied by law and cannot lawfully be excluded by the Licensor, including the consumer guarantees set out in the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and all similar or equivalent legislation, rules and regulations is limited to (at the Licensor's option):
  - 13.4.1. in the case of goods, including the App (to the extent the App is considered a good under applicable law) – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or
  - 13.4.2. in the case of services, including the Services – supplying the services again or paying the cost of having the services supplied again.
- 13.5. To the full extent permitted by applicable law, for any liability of the Licensor to you that is not limited or excluded under any other paragraph of this clause 13, then such liability is capped at and will not exceed in the aggregate the sum of AUD\$50.
- 13.6. You acknowledge that you have exercised your independent judgment in acquiring the App and the Services and have not relied on any representation made by the Licensor which has not been stated expressly in this document or upon descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by the Licensor.

#### 14. Intellectual Property

- 14.1. All trade-marks; logos; the images, information, text, graphics and other materials (**Licensor Content**); and software used on (and incorporated in) the App and Services



are our intellectual property or that of our partners. For the purposes of your personal or internal business use only, you may view the Content on your screen or as otherwise permitted under the *Copyright Act 1968* (Cth) or other applicable laws.

- 14.2. You will not during or at any time after the termination of this document undertake or permit any act which infringes or attempts to infringe the Licensors rights (including intellectual property rights) in the Licensors Content and, without limiting the generality of the foregoing, you specifically acknowledge that you must not copy the Licensors Content except as otherwise expressly authorised or acknowledged by this document.
- 14.3. You must not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the App or the Services, or any output from the App or any files related to the App or the Services.

## 15. Generated Content

The App and/or the Services may allow you to create content generated, created, made or otherwise brought about as a result of using the App and/or the Services (**Generated Content**). To the extent that any Generated Content created by you gives rise to any intellectual property rights, you will (subject always to our ownership of the Licensors Content) retain ownership of these, and are deemed to automatically grant to the Licensors a worldwide, perpetual, irrevocable, royalty-free, fee-free, fully transferable and sub-licensable licence to use, exploit and modify this Generated Content in any way and for any purpose, without compensation to you. You further agree not to enforce, and otherwise waive to the fullest extent legally possible, any moral rights that you may have now or in the future in respect of this Generated Content.

## 16. Security

- 16.1. Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst the Licensors strives to protect such information, it does not warrant and cannot ensure the security of any information (including Your Content) transmitted to it by you. Accordingly, any information transmitted to the Licensors is transmitted at the risk of the sender. Nevertheless, once the Licensors receives transmissions from you, it will take reasonable steps to preserve the security of such information.
- 16.2. Users must take their own precautions to ensure that the process which they employ for accessing the App and/or the Services does not expose them to the risk of viruses, malicious computer code or other forms of interference which may damage their Devices. For the removal of doubt, the Licensors does not accept responsibility for any interference or damage to Devices which arises in connection with use of the App and/or the Services.

## 17. Privacy

- 17.1. The Licensors undertakes to comply with the terms of its Privacy Policy in respect of the App and the Services. This can be viewed at <https://www.creditunionsa.com.au/legal/privacy>, and this Privacy Policy (as updated from time to time) is incorporated into, and forms part of, the terms of this document.
- 17.2. You agree that the Licensors and its third party service provider Data Action Pty Ltd (**DA**) may collect and use technical data and related information, including but not limited to

technical information about the App, the Services, other products, hardware or services offered by the Licensor, the Devices, system and application App, and peripherals that is gathered periodically. In addition to using this information to administer, support and maintain the App and for the other purposes for which the Licensor and/or DA may use this information pursuant to the Licensor's Privacy Policy or DA's Privacy Policy ([www.da.com.au/da-privacy/](http://www.da.com.au/da-privacy/)), as applicable, the Licensor and/or DA may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. The information collected may be stored on externally hosted servers around the world.

18. Amendment

The Licensor reserves the right to amend, revise or replace this document from time to time. Amendments, revisions and replacements will be effective immediately upon posting through the App or at <https://www.creditunionsa.com.au/legal/terms-and-conditions>, unless a later effective date is specified. Continued use of the App or Services by you following such notification represents your agreement to be bound by the terms of this document as amended, revised or replaced, and your understanding and acceptance of the amended, revised or replaced document.

19. Assignment or transfer - Licensor may assign or novate this document in whole or part to any person.

20. Waiver - Any failure by either party to exercise or enforce any right or provision of this document does not mean this is a waiver.

21. Severance

If a provision in this document is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this document for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this document.

22. Governing law and jurisdiction

22.1. This agreement is governed by and is to be construed under the laws in force in South Australia, Australia.

22.2. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in South Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

23. Further assurances

You agree that you will, at your own expense, do all things and execute all further documents necessary to give full effect to this agreement and the transactions contemplated by it.

24. No reliance

You acknowledge and agree that you have not relied on any statement by the Licensor which has not been expressly included in this document.

25. Entire agreement

- 25.1. This document constitutes the entire agreement between you and the Licensor regarding access and use of the App and Services, and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- 25.2. As noted elsewhere in this document, use by you of other products, Devices, App or services may be subject to further terms.

## 26. Exercise of rights

- 26.1. Unless expressly required by the terms of this document, the Licensor is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this document.
- 26.2. The Licensor may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this document. You must comply with any such conditions when relying on the consent, approval or waiver.
- 26.3. DA is a third party beneficiary of this document and upon your acceptance of this document, DA will have the right to enforce this document against you as a third party beneficiary of this document.

## 27. Clauses that survive termination

- 27.1. Without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination of this document, the following clauses survive the termination of this document: clauses 2.2, 2.3, 5, 6.3, 7, 8, 9.3, 9.4, 10, 11, 12.4, 12.5, 13, 14, 15, 16, 17, 19, 20, 21, 22, 25, 26 and this clause 27.

## 28. Contact

In the event that you need to contact the Licensor regarding this document, the App and/or the Services, please use the following details.

400 King William Street, Adelaide SA 5000

Phone: 138777

[info@creditunionsa.com.au](mailto:info@creditunionsa.com.au)