



# Smart Mini App

## End User Licence Agreement

Dated 15 February 2023

# Smart Mini End User Licence Agreement

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The Smart Mini App is free to download, however, your mobile network provider charges you for accessing data on your mobile device. The Smart Mini App is available for compatible smartphones or tablets running on iOS and Android™ OS. You should only use an operating system that is up to date and your device must be running the relevant operating system as required by us. If we release a new version or update to the Smart Mini App, we may require you to download or update the new version to continue to access and use the Smart Mini App.

2. Other than as expressly granted in clause 3, we and our licensors retain all right, title and interest in and to the Smart Mini App and all components thereof, including all patent, copyright, trademark, and trade secret rights, whether such rights are registered or unregistered, and wherever in the world those rights may exist (collectively, "Our Rights"). You shall not commit any act or omission, or permit or induce any third party to commit any act or omission, inconsistent with Our Rights. We or our licensors own all graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Smart Mini App and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Smart Mini App. We shall retain title to all copies of the Smart Mini App and any part thereof provided to or downloaded by you. There are no implied rights or licences in this Licence Agreement. All rights are expressly reserved by us.
3. Subject to your compliance with this Licence Agreement, we grant to you a limited, non-transferable, revocable licence to use the Smart Mini App on any compatible device that you own or control. The Smart Mini App may only be accessed on a device owned or controlled by you, or which you have obtained authority from the owner of the device. You must ensure you have a compatible device which meets all the required specifications (including running at least one of the latest 3 versions of IOS or Android™ Oreo™ at the prevailing time) to run the Smart Mini App.
4. You may not rent, lease, lend, sell, redistribute or sublicense the Smart Mini App. You may not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code of, modify, or create derivative works of the Smart Mini App, any updates, or any part thereof. You must not upload or introduce any viruses or other computer-programming software intended to damage, harm or interfere with the Smart Mini App or any system, software, hardware, telecommunications equipment, data or personal information, or do anything that could disable or impair the proper working of the Smart Mini App. The terms of this Licence Agreement will govern any upgrades provided by us that replace and/or supplement the original Smart Mini App.

5. Your licence to use the Smart Mini App as set out in this Licence Agreement is effective until terminated by you or us by giving at least three business days' email notice. Your rights under the licence will terminate automatically without notice from us if you fail to comply with this Licencing Agreement, or the Smart Mini Terms. Your licence to use the Smart Mini App also ceases on termination of your CommBank merchant facility.
6. CommBank reserves the right to terminate or block you or any of your authorised users' access to the Smart Mini App in the event that:
  - a. You breach any of the terms in this Licence Agreement or any other terms that have been agreed by you such as the Merchant Agreement;
  - a. We exercise our right to terminate the Merchant Agreement;
  - a. We are unable to verify or authenticate your access to the Smart Mini App; or
  - b. We have reasons to believe that the individual logging into the Smart Mini App is not acting as an authorised user.
7. Upon termination of the licence, you shall cease all use of the Smart Mini App, and destroy all copies, full or partial, of the Smart Mini App.
8. You acknowledge that the use of the Smart Mini App requires mobile data connectivity to download, access or use and that you are responsible for any charges for internet access on the device.
9. By accessing the Smart Mini App, you represent and agree that:
  - a. You are authorised and have been provided with access to the Smart Mini App by CommBank;
  - a. You are responsible for the activity arising from access to, use of, or any other act or omission of any users you authorise to access the Smart Mini App; and
  - b. You also agree that you and any users you have authorised to access the Smart Mini App will treat and maintain any user ID (such as a username, password or other identifier) ("User ID") as confidential and must not share this information with any other person.
10. If you or an authorised user are provided with a User ID to access the Smart Mini App, you and your authorised users must treat such information as confidential and take reasonable precautions to prevent unauthorised access of the User ID. You are responsible for all activities that are carried under your User ID or that of any authorised users and must notify us immediately if there are any unauthorised or suspicious behaviour and activity you become aware of. We are not liable for the acts or omissions of the users of your User ID or the User IDs of any authorised users, where you have unreasonably delayed telling us of the unauthorised transaction.
11. We reserve the right to disable the Smart Mini App, at any time, if we believe you have failed to comply with any of the terms outlined in this Licence Agreement, or the Merchant Agreement. You may only use the Smart Mini App with the Smart Mini reader we provide you and you must not use the Smart Mini App for any other purpose. You shall not engage in any activities that will violate this Licence Agreement or any other agreement or policy that you have agreed with CommBank.
12. CommBank does not guarantee continuous, uninterrupted access to the Smart Mini App and operation of the Smart Mini App may be interfered with by numerous factors outside of CommBank's control. We are not liable for any delay or failure in the performance of the Smart Mini App to the extent caused by any event or circumstance outside our reasonable control, including any direct or consequential losses. We are not liable if at any time or for any reason you are unable to access the Smart Mini App for reasons that are beyond our reasonable control. To the extent permitted by law, we are also not liable for any failures or impact to the performance of your device that you are using to access the Smart Mini

App. Under no circumstances will we be liable for loss or damage caused by (a) your access or use (or that of any authorised user) of the Smart Mini App that is inconsistent with this Licence Agreement; (b) any unauthorised access of servers, infrastructure, or data used in connection with the Smart Mini App; (c) interruptions or cessation of the Smart Mini App that are beyond our reasonable control; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Smart Mini App; or (e) any errors, inaccuracies, omissions, or losses in or to any data provided to us. We are not liable if at any time and for any reason you are unable to download or update the Smart Mini App. Where we are liable, our liability will be limited to supplying the Smart Mini again, or paying to have the Smart Mini App supplied again.

13. You agree that we may periodically collect and use technical data and related information, including but not limited to technical information about your device and peripherals to facilitate the provision to you of software updates, product support, technologies and other services related to the Smart Mini App. We may use this information, as long as it is in a form that does not personally identify you. The foregoing does not prejudice the application of any other privacy or data policies that we may have with you outside this Licence Agreement.
14. We may change these terms at any time. We will notify you of any material changes by electronic notice to you via your device or the Apple App Store/Google Play™ (as applicable). We may require you to confirm your acceptance of the changes to continue to use the Smart Mini App.
15. The *Competition and Consumer Act 2010* (Cth) (ACL) may apply to our provision of goods and services where you are a “consumer”, as defined under the ACL. This may include the Smart Mini App we provide to you. To the extent permitted by law and any rights and remedies you may have under law, our liability will be limited to supplying the services to you again or paying to have the services supplied again. To the extent permitted by law and any rights and remedies you may have under law, we will not be responsible or liable to you for any indirect, consequential or incidental loss resulting from your use (or that of any authorised user) of the Smart Mini App. Nothing in this Licencing Agreement or the Merchant Agreement should be interpreted as attempting to limit, exclude, restrict or modify the application of any rights and remedies you may have under law, where we are not permitted to do so.
16. To the extent permitted by law and any rights and remedies you may have under law, the Smart Mini App is provided “as is” and we do not warrant that the Smart Mini App will meet any particular customer requirements or that their operation will be entirely error-free or that all defects are capable of correction or improvement. Subject to any implied term, condition or warranty imposed by the ACL, all other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby excluded.
17. We take all reasonable steps to ensure that the information available through the Smart Mini App is correct and updated regularly. We also try to protect your account information from unauthorised access during transmission through electronic means. However, we will not otherwise be liable for any unauthorised access by any means to that information.
18. The laws of New South Wales govern this Licence Agreement and your use of the Smart Mini App.

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