

# Digital Banking Terms and Conditions.

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These terms and conditions ('Terms') are the agreement between you and us for your access and use of Judo Bank's Internet Banking and Mobile Banking (together, 'Digital Banking'), which refers to our online, mobile and tablet banking services.

For customers who are individuals, you can manage your Account in your own Digital Banking.

Customers who are an organisation, partnership or entity can register for Digital Banking for the business, and can appoint Authorised Users to access the Account and manage your Digital Banking, including (where applicable) authorising Additional Authorised Users to access Digital Banking for the Account(s).

The word 'you' throughout these Terms means the Account Holder and any Authorised User, jointly and separately, unless a specific term says otherwise.

# 1. Overview.

## What is Digital Banking?

Digital Banking refers to our Internet Banking and Mobile Banking services. Internet Banking is our service that allows access to Account(s) online (via desktop or tablet). Mobile Banking is our service that allows access to Account(s) on a mobile device (via iOS or Android). Each of these services allow access 24 hours a day, 7 days a week, subject to system outages, system maintenance and your internet availability.

## What can you use Digital Banking for?

- a) Internet Banking allows you to do the following (but note that specific functionalities may vary for different products and if you are an Authorised User, your access rights might restrict what you can do – see **Section 4** below):
  - ✓ View information for the Account(s) in your Digital Banking including, as applicable to your product type, information about the product type, balance, interest rate, interest rate type, maturity date and transaction history.
  - ✓ View the Authorised Users for an Account (Internet Banking only).
  - ✓ View the Account Holder information.
  - ✓ View and update your own personal contact information and update your marketing preferences and TFN (if relevant).
  - ✓ View and download statements or correspondence for an Account in the 'Statements' or 'Correspondence' sections of Digital Banking, including, where applicable, Account statements, and receive notifications.
  - ✓ Make general enquiries about an Account through secure messaging.
- b) Mobile Banking allows you to do everything you can do with Internet Banking, except that you cannot view all the Authorised Users for an Account.
- c) For clarity, you cannot use Digital Banking to do the following things:
  - For Loan Products:
    - ✗ give instructions to make a withdrawal from any Account(s);
    - ✗ request any changes to any Account(s); or
    - ✗ amend any Nominated Account, beneficiary and/or direct debit account details for any payments in relation to any Account(s).
  - For Term Deposits that have reinvested, give any instructions during the Grace Period.
  - For all products:
    - ✗ set up any payment instructions including by BPAY;

- ✕ make a deposit to any Account(s);
- ✕ request closure of any Account(s);
- ✕ notify us of any dispute involving an Account Holder and/or Authorised User in relation to your Account;
- ✕ make any hardship or early break requests (as applicable to your product);
- ✕ add or remove any Additional Authorised User; or
- ✕ add, remove, or amend access rights of any Authorised User.

If you want to do any of the things above, you must contact the relationship banker for the Account (if you have one) or by calling us on 13 JUDO (13 58 36) during Business Hours.

## What are these Terms?

These are the terms and conditions for Digital Banking for your Loan Products and Term Deposits only. These are not the terms for:

- the Account(s) or products that you access through Digital Banking – please refer to your Loan Product or Term Deposit terms and conditions;
- use of our Website – see our Website Terms of Use at <https://www.judo.bank/terms-of-use>
- how we collect, handle, use and disclose your Personal Information – see <https://www.judo.bank/privacy-policy>

If there is any inconsistency between these Terms and the terms listed above, these Terms take precedence.

## When are you bound by these Terms?

If you are an Account Holder with a Business Lending Product, you will be bound by these Terms when you complete the relevant Authority to Operate for the Account. If you are any other product Account Holder, you will be bound by these Terms on first login to Digital Banking.

If you are an Authorised User, you will be bound by these Terms when you access the dedicated link sent to you to accept these Terms and initiate your access to Digital Banking.

## More information

If you have any questions or would like more information, please contact us on 13 JUDO (13 58 36) during Business Hours or via the secure messaging functionality within Digital Banking.

## Words with special meanings

Some words used in these Terms have a special meaning - click **here** to see their meaning otherwise, go to **Section 23** at any time).

## Structure of these Terms

These Terms are divided into the following sections - click on the hyperlink to go straight to the section:

- 2. Accessing Digital Banking**
- 3. Setting and changing login credentials**
- 4. Access rights**
- 5. Adding and removing Authorised Users and changing access rights**
- 6. Using Digital Banking**

7. Giving instructions
8. Accuracy of information
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21. Notices
22. Miscellaneous
23. Meaning of words

## 2. Accessing Digital Banking

### User set up

- a) To get started with Digital Banking, if you are the Account Holder, you must first be a customer of Judo Bank. To be a customer of Judo Bank, you need to have applied to be our customer, have identified yourself or your business to our satisfaction and have acquired one or more of our products. This is all done outside of Digital Banking.
- b) As part of setting up Digital Banking, if you are the Account Holder, you can nominate one or more persons to be Full Access Users. For Term Deposits, all Authorised Representatives named in the product application will automatically become Full Access Users. These are individuals who will have authority to register for Digital Banking and access the Account(s) in Digital Banking on your behalf.
- c) If you are the Account Holder or a Full Access User for a Business Lending Product, you can nominate other individuals, called Additional Authorised Users. These are persons connected to the business who have your authority to register for Digital Banking and access the Account(s) in Digital Banking on your behalf. You may be able to set different access rights for each Additional Authorised User – see **Section 4** Access rights below. You can change Additional Authorised Users from time to time. Contact your relationship banker. We may need the new user to identify themselves to our satisfaction. This is done outside of Digital Banking. For clarity, if you are an Account Holder or Full Access User for a Term Deposit, you cannot add any Additional Authorised Users although you may vary your Full Access Users in accordance with **Section 5** below.

Full Access Users that are initially nominated during Account set up and Additional Authorised Users who are subsequently nominated by a Business Lending Product Account Holder or the Full Access Users for a Business Lending Product are collectively referred to as Authorised Users throughout these Terms. For Term Deposit Account Holders, Authorised User refers to Full Access Users only.

- d) If you are an Account Holder or a Full Access User and you are setting up a new Authorised User, you must provide us with a unique email address, and preferably a unique mobile number, for that proposed Authorised User.
- e) Whether you are an Account Holder or an Authorised User, to use Digital Banking, you will need to individually register for Digital Banking and set up your own log in credentials using the process we will communicate to you.
- f) **WARNING:** If you are the Account Holder and you nominate Authorised Users (or you allow your Full Access User(s) to nominate Additional Authorised Users, where allowed), you are agreeing that each Authorised User is authorised by you to access Digital Banking and use these services depending on their access rights.

## First time access

- g) When you sign into Internet Banking for the first time, you will be required to input your Login Username and select a password. See **Section 3** of these Terms for what to consider when selecting a password.
- h) To access Mobile Banking, you must download the Judo Bank Mobile Banking App.
- i) When you access Mobile Banking for the first time, you will be prompted to create a Mobile Banking PIN. Biometric Access may also be enabled if your device includes this functionality.

## 3. Setting and changing login credentials.

- a) When setting passwords or Mobile Banking PINs, you need to ensure they are random. This means not selecting any combination of letters, words or numbers that is easily recognisable, easily guessed or which represents something of significance (e.g., a birthday or the birthday of a family member).
- b) Only you can modify your own login credentials. You can change your Internet Banking password or Mobile Banking PIN at any time in either the Internet Banking or Mobile Banking environment by logging into the relevant environment, confirming your current Internet Banking password or Mobile Banking PIN and then selecting and confirming your new password or PIN.
- c) You cannot change your Login Username within Digital Banking. If you want to change your Login Username, you must contact us directly on 13 JUDO (13 58 36) during Business Hours.
- d) If you have forgotten your Internet Banking password or Mobile Banking PIN, you can reset it by following the dedicated process on the relevant log in page or screen. If you have forgotten your Login Username please contact the relationship banker for the account (where you have one) or by calling us directly on 13 JUDO (13 58 36) during Business Hours.

## 4. Access rights.

- a) If you are an Account Holder or a Full Access User, you have full access rights to the Accounts on Digital Banking.
- b) **Term Deposits:** All Authorised Users have full access rights. This functionality is set out in the table below.
- c) **Loan Products:** If you are a Full Access User you can set the level of access rights when adding Additional Authorised Users. There are two (2) categories of access rights that may be given to Additional Authorised Users:
  - Full Access User; or
  - View Only User.

These access rights come with the functionalities on the Digital Banking Platform as set out below:

	Full Access User	View Only User
<b>Internet Banking</b>		
Login to Internet Banking (password/PIN)	✓	✓
Change your password	✓	✓
Reset your password	✓	✓
View Authorised Users	✓	✗
View Authorised Users' access rights	✗	✗
View Account information (including information about the Account balance, applicable interest rate, transaction history and, for Term Deposits, Maturity Date and term)	✓	✓
View Account statements	✓	✓
Download Account statements	✓	✓
Upload documents	✓	✓
View the Account Holder information (limited to the Account Holder(s) name(s))	✓	✓
View personal contact information (including residential address, email address and mobile telephone number)	✓	✓
Update personal contact information (including residential address, email address and mobile telephone number)	✓	✓
Manage consents to receive marketing materials	✓	✓
Receive notifications about the Account.	✓	✓
View all Account correspondence in a centralised location	✓	✓
Download Account correspondence	✓	✓
Communicate with us via secure messaging	✓	✓
View the Account 'nickname'	✓	✓
View whether the Account Holder has provided a TFN (if relevant) and provide the TFN if not previously provided	✓	✗
(Term Deposits only) View maturity instructions	✓	-
(Term Deposits only) Update maturity instructions (only if you are the Account Holder or a Full Access User and only up to 10pm AEST on the last Business Day before the Maturity Date)	✓	-
(Term Deposits only) View saved Nominated Account(s) and add a new Nominated Account	✓	-



	Full Access User	View Only User
<b>Mobile Banking</b>		
Login to Mobile Banking (using a PIN)	✓	✓
Login to Mobile Banking (via Biometric Access)	✓	✓
Change your PIN	✓	✓
Reset your PIN	✓	✓
View Authorised Users	✗	✗
View Authorised Users' access rights	✗	✗
View Account information (including information about the Account balance, applicable interest rate, transaction history and, for Term Deposits, Maturity Date and term).	✓	✓
View Account statements	✓	✓
Download Account statements	✓	✓
Upload documents	✓	✓
View the Account Holder information (limited to the Account Holder(s) name(s))	✓	✓
View personal contact information (including residential address, email address and mobile telephone number)	✓	✓
Update personal contact information (including address, email address and mobile telephone number)	✓	✓
Manage consents to receive marketing materials	✓	✓
Receive notifications about the Account	✓	✓
View all Account correspondence in a centralised location	✓	✓
Download Account correspondence.	✓	✓
Communicate with us via secure messaging	✓	✓
View the Account 'nickname'	✓	✓
View whether the Account Holder has provided a TFN (if relevant) and provide the TFN if not previously provided	✓	✗
(Term Deposits only): View maturity instructions	✓	-
(Term Deposits only): Update maturity instructions (only if you are the Account Holder or a Full Access User and only up to 10pm AEST on the last Business Day before the Maturity Date)	✓	-
(Term Deposits only): View saved Nominated Account(s) and add a new Nominated Account.	✓	-

- d) We can change the functionality attached to access rights at any time as we continuously update our Digital Banking platform. When we do so, we will give you as much notice as we can by notifying you via one or more of the following: by email notification, via the Digital Banking platforms and/or via the Judo Bank Website.
- e) If you are an Authorised User, your access rights may also be changed by the Account Holder and/or any Full Access User. Where this happens, you may not be able to access the Account(s) through Digital Banking or certain functionalities in relation to the Account(s) and you will need to contact the Account Holder for further information. We will not notify you where the Account Holder or a Full Access User has changed your access rights.

## 5. Adding and removing Authorised Users and changing access rights.

### Changing Full Access Users

- a) You can change Full Access Users from time to time. Contact your relationship banker (if you have one) or contact us directly on 13 JUDO (13 58 36) during Business Hours. We may need the new user to identify themselves to our satisfaction. This is also done outside of Digital Banking.
- b) If a Full Access User dies or becomes incapacitated, please refer to the relevant product terms and conditions and contact the relationship banker or us on 13 JUDO (13 58 36) during Business Hours.

### Changing Access Rights of Authorised Users

- c) With Loan Products, if you are an Account Holder or Full Access User, you can change an Authorised User's access rights at any time and from time to time. Please contact the relationship banker for the Account.
- d) With Term Deposits, you cannot change access rights as all Authorised Users have full access rights and are Full Access Users. However, if a Full Access User dies or becomes incapacitated, see (b) above.

### Adding an Authorised User for Business Lending Products

- e) Only an Account Holder or Full Access User can add an Additional Authorised User. Please contact the relationship banker for the Account. The proposed Additional Authorised Users must complete our identification and verification process. We are not obliged to accept a request to add an Authorised User if they do not pass this process. We also need their unique work email and mobile number.
- f) If you are added as an Additional Authorised User, you will be given a Login Username and will need to set your own password or Mobile Banking PIN if you wish to use the Digital Banking services – see **Section 3** above. We will also provide you with a copy of our Privacy Policy so you can see how we handle your Personal Information.

## Removing an Authorised User

- g) Only the Account Holder or a Full Access User can remove an Authorised User - see **Section 18** for how to terminate their access (which then removes them).
- h) If there is only one Full Access User for an Account, that Full Access User cannot be removed unless another Full Access User has first been appointed, see (a) and (b) above.

## 6. Using Digital Banking.

- a) You can only use Digital Banking for a permitted purpose – we call this our acceptable use policy. A permitted purpose is using Digital Banking for any of the functionality set out at the beginning of these Terms.
- b) For clarity, the following are not permitted purposes:
  - using Digital Banking for any unlawful activity;
  - anything prohibited by our Website terms of use – see <https://www.judo.bank/terms-of-use>;
  - interfering with another person's access to Digital Banking;
  - using Digital Banking for anything fraudulent, offensive, defamatory, harassing or threatening;
  - promoting or encouraging physical or mental harm of any person;
  - promoting violence against any person;
  - threatening or promoting terrorism;
  - using Digital Banking in a way that breaches any laws or codes; or
  - using Digital Banking to infringe any third party's rights.
- c) If we suspect that you are not complying with our acceptable use policy, we may suspend or terminate your access to Digital Banking (see **Sections 17 and 18** for more information).

## 7. Giving instructions.

### Loan Products

- a) You cannot give instructions in relation to a Loan Product through Digital Banking. If you want to give any instruction in relation to a Loan Product, please contact the relationship banker for the Account.

### Term Deposits

- b) If you are an Account Holder or Authorised User for a Term Deposit, you can use Digital Banking to instruct us to change the maturity instructions for it up until 10pm (AEST) on the Business Day before the Maturity Date (e.g., if the Maturity Date is a Monday, you can change your maturity instructions up until 10pm on the Friday before). The maturity options are set out in the terms and conditions for the Term Deposit available at: <https://www.judo.bank/term-deposit-accounts-terms-and-conditions>. You cannot change the maturity instructions after 10pm (AEST) on the Business Day before the Maturity Date or on the Maturity Date through Digital Banking. It will not be actioned.
- c) Term Deposit Account Holders (and their Authorised Users) can view their Nominated Account(s) at any time within Digital Banking, and add a new Nominated Account via Digital Banking up until 10pm (AEST) on the Business Day before the Maturity Date.

- d) If you want to give us other instructions in relation to your Term Deposit (e.g. in relation to hardship or early withdrawal, or a change of Authorised User) or give us any instructions during the Grace Period, you must contact us via 13 JUDO (13 58 36) during Business Hours.

## General

- e) Any instructions you give us outside of Digital Banking are subject to the terms and conditions that apply to the Account.

## 8. Accuracy of information.

Account information displayed in Digital Banking concerning transactions and balances may not always be up to date. Different types of transaction are processed by our systems in accordance with different timeframes and the displayed balance will generally reflect transactions that have been processed by us as at the close of the previous Business Day. The displayed balance will not reflect transactions that we have not yet processed or that are subject to any block, suspension or refusal. Information displayed in Digital Banking at a particular time may be adjusted after that time once a transaction has been processed. For example, any instructions you give us outside of Digital Banking relating to a partial drawdown on loan settlement, a payment to an Account, an Account closure or instructions given during a Grace Period, may not be reflected in Digital Banking for up to five (5) Business Days.

## 9. Fees and charges.

- a) We do not charge you any fees or charges for accessing or using Digital Banking.
- b) There may be separate fees in connection with the relevant Account - see the terms and conditions for the Account(s).

## 10. Security and notifying us of lost security credentials.

- a) Your login credentials, including your Login Username, Verification codes, passwords and Mobile Banking PIN, are the keys to accessing the Account(s) linked to your Digital Banking. As such, it is your responsibility to do everything you reasonably can to keep them confidential. This includes not disclosing them to anyone else (not even to other Authorised Users). Examples of reasonable things you can do include:
- not writing them down (as they could be stolen or viewed by someone else);
  - not allowing your internet browser to remember your details; and
  - not permitting someone else to access or take control of your devices (e.g., your phone) used to access Digital Banking.
- b) If you have forgotten your access methods, have lost them, have had them stolen or are worried that someone else knows them, please contact us on 13 JUDO (13 58 36) to notify us during Business Hours. It is your responsibility to contact us if these things happen to your access methods.
- c) Once you notify us that your access methods have been lost, stolen or may be known to someone else, we will take steps to suspend your access to Digital Banking. This may not happen immediately - we will notify you once this suspension is effective via one or more of the following methods: mobile, text message or

email. From notification, we will not recognise any instructions you give on the Account until you have reset your password and PIN number (where applicable).

- d) You will only be deemed to have notified us that you have forgotten your access methods, have lost them, have had them stolen or are worried that someone else knows them, if you contact us on 13 JUDO (13 58 36) during Business Hours. Any notice outside of Business Hours will be deemed to have been received at 1pm (AEST) on the next Business Day provided we have an appropriate written or audio record of your notification.

## 11. Receiving statements and other communications electronically.

- a) When we are required to provide you with a statement, notification or other communication in relation to the Account, you agree and consent to us sending that statement, notification or communication to you electronically by one or more of the following methods: email, text message and/or through Digital Banking.
- b) We record that you received an electronic communication on the day that the communication is uploaded into or made available through the Digital Banking platform or is sent to you by email or text message and you are taken to have been notified of it and to have received it, even if you don't read it.
- c) You can access statements, notifications and communications at any time within the Digital Banking platform or by contacting us on 13 JUDO (13 58 36). If you are a Loan Product customer, you will only be able to access statements, notifications and communications issued from March 2023. For older statements, notifications and communications, please contact your relationship banker (if you have one) or contact us on 13 JUDO (13 58 36).

## 12. Your liability.

- a) If you are the Account Holder, other than as set out in (b) below, you are liable for all activity and transactions (including direct losses resulting from unauthorised transactions) conducted in Digital Banking which are carried out by you, an Authorised User or by another person with the knowledge or consent of you or any Authorised User. For clarity, this includes where the Account Holder or an Authorised User has:
- engaged in fraud or had a fraud perpetrated on them;
  - voluntarily disclosed any Login Username, password and/or Mobile Banking PIN to anyone, including a family member or friend;
  - permitted an unauthorised third party to access or take control of the device(s) used to access Digital Banking;
  - kept a record of a Login Username, password and/or Mobile Banking PIN without making a reasonable attempt to disguise it or to prevent unauthorised access to it;
  - written down Login Usernames, passwords and/or Mobile Banking PINs or a disguised record including in mobile phones;

- selected a password and/or Mobile Banking PIN which represents their date of birth (or part thereof), or being an alphabetical code, which is a recognisable part of their name, after we have asked them not to select such a password and/or Mobile Banking PIN and told them of the consequences of doing so; or
- acted with extreme carelessness in failing to protect the security of their password, Mobile Banking PIN and/or devices used to access Digital Banking.

b) If you are the Account Holder, you will not be liable for:

- any losses incurred on any Account(s) resulting from an unauthorised transaction where it is clear that you did not contribute to such losses (e.g., a hacking scenario); or
- any losses occurring as a result of instructions that we accept after you have notified us under **Section 10** above.

## 13. Your obligations.

a) If you are the Account Holder, you are responsible for:

- complying with these Terms and ensuring all Authorised Users comply with these Terms;
- yours and your Authorised User's actions and inactions when using Digital Banking;
- keeping your Account Holder details up to date;
- you and your Authorised Users using Digital Banking in compliance with our acceptable use policy – see **Section 6** above; and
- giving us any further information we may request about you, any Full Access User and any Additional Authorised User.

## 14. Our liability.

- a) If you are the Account Holder, we are liable to you for any loss you may incur as a result of any fraudulent or negligent conduct of our employees or agents involved in the provision of the Digital Banking services.
- b) We are not responsible for providing you with any equipment you need to enable, facilitate or assist access to Digital Banking. We are also not responsible for any repairs to the equipment or any fees or charges relating to the equipment.

## 15. Privacy.

- a) For information about our information collection practices, please see our Privacy Policy, which is available on our Website at **[www.judo.bank/privacy-policy](http://www.judo.bank/privacy-policy)**. Our Privacy Policy contains information on:
- how we collect and process Personal Information about you and your rights in relation to any Personal Information that we process in connection with providing you with Digital Banking;
  - the ways we may collect, use or exchange Personal Information;
  - how you can request that we share your Personal Information;
  - how you can access Personal Information and request changes to it; and
  - how you may make a complaint about a breach of privacy rights, and our complaint handling procedures.

- b) We have a general duty to keep information about you confidential except in certain circumstances (for example, where the law requires us to disclose information). Where you are the Account Holder, this duty can extend to information about your Authorised Users or about other persons that you provide to us. Before you provide us with such information, you must ensure that you have obtained consent for us to collect, use and disclose their information (including Personal Information) as described in our Privacy Policy and any privacy disclosures given to you when you apply for a product or service. Where you provide us with this information, we will assume that you have met these requirements.
- c) We may collect, use and disclose information about you that is not Personal Information in the ways we may collect, use and disclose Personal Information as described in our Privacy Policy.
- d) Our Privacy Policy should be read in conjunction with the privacy disclosures given to you when you apply for a product or service.

## 16. Interruptions/Issues with Digital Banking.

- a) We may need to interrupt or temporarily suspend our Digital Banking services at any time and from time to time. The reasons that this may happen include:
  - where we are having systems issues or technical issues and we are fixing them;
  - to conduct an update, upgrade, or maintenance; or
  - for any other valid reason.
- b) We will give you as much advance notice of any interruptions or issues as we can by posting a notice on our Website or sending you a communication. However, there may be instances where we are unable to give you advance notice, including where there is an emergency.
- c) We are not liable to you in any way where the service is interrupted or having issues.

## 17. Suspending access.

### When you can suspend your or an Authorised User's access

- a) Only Account Holders or Full Access Users can instruct us to suspend and only by calling us on 13 JUDO (13 58 56) during Business Hours.
- b) You can suspend another Authorised User's access to Digital Banking at any time during Business Hours. You do not need to provide any reasons. You can ask for the suspension to apply from as soon as it can (see (e) below) or from a certain date.
- c) If you are the Account Holder, you can suspend your access in relation to some or all Account(s) you hold with us, and which are accessible via Digital Banking, at any time, and from time to time, by calling us on 13 JUDO (13 58 36) during Business Hours. Once effective, this will automatically suspend access by all your Authorised Users once the suspension is effective.
- d) If there is only one Full Access User for an Account, that Full Access User's access cannot be suspended unless the Account Holder has first appointed another Full Access User.
- e) When you instruct us to suspend, we will take immediate steps to commence the suspension process. It may not be effected immediately as we need to implement the suspension manually. We will notify you as soon as this suspension has been effected.

- f) You (the Account Holder) must call us to lift the suspension (whether of your own access or the access of a Full Access User or Authorised User). We may require additional information before lifting the suspension and we may not lift the suspension in certain circumstances (e.g., where we are concerned about fraud).
- g) Where suspension will be lifted, Authorised Users may need to follow the process in **Sections 2 and 3** to be set up again and Account Holders may need to provide us with any additional information that we request.
- h) If you experience any issues following suspension being lifted, please call us on 13 JUDO (13 58 36) during Business Hours.

## When we can suspend an Authorised User's or Account Holder's access

- i) Where we suspend access at an Account Holder level, this will suspend the access of all Users connected to that Account. Where we suspend access for an individual Authorised User, this will only suspend access for that individual Authorised User. Where we say 'you' below, this refers to each of the Account Holder and any Authorised User (which includes Full Access Users).
- j) We can suspend access to Digital Banking for the following reasons:
  - if we suspect that you are materially breaching these Terms;
  - if we suspect that you are breaching our acceptable use policy (see **Section 6**);
  - if we suspect that you are being fraudulent, or that someone acting on your behalf is being fraudulent;
  - if we reasonably believe that the Digital Banking service is being misused or used inappropriately by you or another person acting on your behalf;
  - if we reasonably believe that any Login Username, password or Mobile Banking PIN is being misused or is likely to be misused or there is a risk of a security breach;
  - where we have concerns about the security of Digital Banking;
  - to prevent any loss to either you or us;
  - if we reasonably believe the Account Holder gave us false or misleading information to open the Account, to gain access to Digital Banking or to link an Account to Digital Banking;
  - the Account(s) are closed;
  - if we are notified that any sole Full Access User has died;
  - if your Account has been blocked, suspended or frozen in accordance with your Product's terms and conditions;
  - if we reasonably believe that the Account or your right to access Digital Banking has been or is being used to further an actual or potential crime;
  - if you have a joint account, we reasonably believe that you or your joint Account Holder are in dispute with each other;
  - where we reasonably believe that the Account Holder is or is likely to become insolvent; or
  - for any other valid reason.
- k) We will give you as much prior notice as we can, unless the reason for the suspension means that we are unable to do so. In which case, we will give you notice as soon as we can afterwards where we are allowed, by law or by a Regulator, to do so.
- l) If your access has been suspended, you will be unable to login to Digital Banking until we lift the suspension. Please contact your relationship banker (if you have one) or call us on 13 JUDO (13 58 36) during Business Hours to continue to operate your Account(s).



- m) We will only lift the suspension if the reason for initially suspending access has been remedied to our satisfaction. We may not be able to tell you the reason why we initially suspended access (e.g., where we are prevented from doing so by law or by a Regulator).

## 18. Terminating access.

### When you can terminate your or an Authorised User's access

- a) Only Account Holders or Full Access Users can instruct us to terminate access and only by calling us on 13 JUDO (13 58 56) during Business Hours.
- b) You can terminate another Authorised User's access to Digital Banking in relation to your Account(s) at any time during Business Hours. You do not need to provide any reasons. You can ask for this to apply from as soon as it can (see (e) below) or from a certain date.
- c) If you are the Account Holder, you can terminate your access in relation to some or all Account(s) you hold with us, and which are accessible via Digital Banking, at any time, and from time to time, by calling us on 13 JUDO (13 58 36) during Business Hours. Once effective, this will automatically end access by all your Authorised Users once effected.
- d) If there is only one Full Access User for an Account, that Full Access User's access cannot be terminated unless the Account Holder has first appointed another Full Access User.
- e) When you instruct us to terminate access, we will take immediate steps to commence the process. It may not be effected immediately as we need to terminate access manually. We will notify you as soon as this has been effected.

### When we can terminate an Authorised User's or Account Holder's access to your Account(s)

- f) Where we terminate access at an Account Holder level, this will end the access of all Authorised Users connected to that Account. Where we terminate access for an individual Authorised User of an Account, this will only terminate access for that individual Authorised User in relation to that Account. Where we say 'you' below in paragraph (g), this refers to each of the Account Holder and any Authorised User (which includes Full Access Users).
- g) We can terminate access to Digital Banking in relation to an Account for the following reasons:
  - if you have not accessed Digital Banking for more than six (6) months; or
  - if your access has been suspended for more than 30 consecutive days.
- h) We will give you as much prior notice as we can, unless the reason for terminating access means that we are unable to do so. In which case, we will give you notice as soon as we can afterwards where we are allowed, by law or by a Regulator, to do so.

## 19. Complaints.

- a) If you wish to make a complaint, we are here to help. Contact:

Phone: 13 JUDO (13 58 36)

Email: [complaints@judo.bank](mailto:complaints@judo.bank)

Mail: Complaints Officer c/o: Judo Bank Pty Ltd Level 26, Queen and Collins, 376 - 390 Collins Street, Melbourne VIC 3000

Website: [www.judo.bank/contact-us](http://www.judo.bank/contact-us)

b) We will handle your complaint as follows:

- we will make a record of your complaint;
- we will write to you to acknowledge your complaint within one Business Day of receiving it. We will do this generally by emailing you; and
- we will investigate the complaint and aim to provide you with our written response within 30 calendar days of receiving it.

c) If you are not satisfied with how we handle your complaint or our response, you may be able to lodge a complaint with either:

- the Office of the Australian Information Commissioner ('OAIC'), if your complaint is about the way we handled your Personal Information. The contact details of the OAIC are set out below.

Phone: 1300 363 992

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Fax: +61 2 6123 5145

Mail: GPO Box 5288 Sydney NSW 2001

OAIC website: <https://www.oaic.gov.au>

- the Australian Financial Complaints Authority ('AFCA'), if your complaint is about anything else. AFCA provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g., banks), where that complaint falls within AFCA's terms of reference. Time limits apply to taking your complaint to AFCA. The contact details of AFCA are set out below.

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Fax: 03 9613 6399

Mail: GPO Box 3 Melbourne VIC 3001

AFCA website: <https://www.afca.org.au>

## 20. Changing the Digital Banking services or these Terms.

a) We can make changes to the Digital Banking services at any time, including by adding, removing or changing a feature or functionality of the Digital Banking services for the reasons set out below. When we do so, we will give you as much notice as we can by notifying you via one or more of the following: by email notification, via the Digital Banking platforms and/or via the Judo Bank Website. We will endeavour to tell you about these changes before they occur, but we may not always be able to do so.

b) We may change these Terms at any time, and from time to time where we have a valid reason, which includes:

- to comply with changes in the law;
- to change our fees or charges;
- to add or remove a product or feature;
- to reflect changes in business practices;
- where a Regulator requires us to do so;
- due to changes in our systems; or

- for security reasons.
- c) We will endeavour to notify you 30 days before the change takes effect where it is to your disadvantage, but we may not always be able to – for instance, a Regulator may require us to make a change immediately, in which case we will notify you as soon as we can, which may be afterwards.

## 21. Notices.

- a) Whenever these Terms require you to give notice to us, you must notify us by phoning us on 13 JUDO (13 58 36) during Business Hours.
- b) We are deemed to receive your notice by phone immediately if you have called us during Business Hours, otherwise, by 1pm (AEST) on the next Business Day provided Judo has an appropriate audio or written record of your notification.
- c) Where we are required to give you notice, we will upload it to the Digital Banking platform, email you or publish it on our Website, as appropriate.

## 22. Miscellaneous.

- a) Governing Law: These Terms are governed by the Commonwealth laws of Australia and the State laws of Victoria.
- b) Business Days: If we are required to do anything on a day that is not a Business Day, we may do it on the next Business Day.

## 23. Meaning of words.

Words that begin with a capital letter have the following meaning:

<b>Account</b>	means any Loan Product or Term Deposit the Account Holder has with us in their name.
<b>Account Holder</b>	means the person in whose name the Account is held and any Authorised Signatory named in the most current Authority to Operate. If that Account is held in the name of more than one person, Account Holder means each Account Holder separately and every two or more Account Holders jointly and includes an Account Holder's successors and assigns.
<b>Additional Authorised Users</b>	means a person(s) that is authorised by an Account Holder or Full Access User for a Business Lending Product after the Account has been set up. An Additional Authorised User may have the functionality of either a Full Access User or a View Only User as determined during the authorisation process.
<b>Applicable Law</b>	means all applicable laws, rules, codes, regulations and other statutory requirement(s) in force from time to time that we are subject to in relation to the conduct of our business (including as an approved Australian authorised deposit-taking institution and the holder of an Australian Financial Services Licence and an Australian Credit Licence), and including without limitation, any standard, direction or rule issued or condition imposed by a Regulator and any policy, prudential standard or practice guide issued by a Regulator that sets out how the Regulator interprets or applies the law.

<b>Authority to Operate</b>	means the authority to operate account form (as amended by any additional authority to operate account form), which is used to capture the details and signatures of the persons authorised to operate a Business Lending Product Account.
<b>Authorised Representative</b>	means the person(s) authorised by an Account Holder to operate a Term Deposit Account on behalf of the Account Holder.
<b>Authorised Signatory</b>	means any person named as an authorised signatory in the most current Authority to Operate for a Business Lending Product Account.
<b>Authorised User</b>	means any person(s) authorised by the Account Holder or a Full Access User(s) to access Digital Banking in respect of the Account and includes all Full Access Users and View Only Users.
<b>Biometric Access</b>	means using your fingerprint or facial scan to identify yourself and facilitate access to the Digital Banking environment.
<b>Business Day</b>	means a weekday except a national public holiday or a public holiday in Melbourne.
<b>Business Hours</b>	means AEST 9am to 5pm on a Business Day.
<b>Business Lending Product</b>	means any Judo Bank business loan or line of credit.
<b>Digital Banking</b>	means the Internet Banking platform and/or the Mobile Banking App (as applicable).
<b>Full Access User</b>	means any Authorised User who has been approved by the Account Holder(s) or another Full Access User for the relevant Account to have full access to and use of the Digital Banking services in relation to the Account.
<b>Grace Period</b>	means the ten (10) calendar day period commencing on the Maturity Date for a Term Deposit Account, which allows you to withdraw, top up, change terms or transfer the funds in that Account without incurring a penalty.
<b>Home Loan</b>	means a Judo Bank home loan that is subject to the <i>National Consumer Credit Protection Act 2009</i> (Cth).
<b>Internet Banking</b>	means the Judo internet banking service accessible online (via desktop or tablet).
<b>Loan Products</b>	means a Judo Bank Business Lending Product or Home Loan.
<b>Login Username</b>	means your customer ID to be used in conjunction with your password and/or Mobile Banking PIN (if applicable) for access to Digital Banking (which will ordinarily be the email address associated with your individual details).
<b>Maturity Date</b>	means the last day of the agreed term of a Term Deposit.
<b>Mobile Banking</b>	means the Judo mobile banking services accessible via Judo's Mobile Banking App.
<b>Mobile Banking App</b>	means the app that you download providing a mobile version of Judo's Internet Banking (via iOS or android).

<b>Mobile Banking PIN</b>	means your 4-digit personal identification number that is selected by you to access the Mobile Banking App.
<b>Nominated Account</b>	means an external bank account with an Australian authorised deposit-taking institution.
<b>password</b>	means the password you must select and provide to use the Digital Banking services.
<b>Personal Information</b>	has the same meaning given in the <i>Privacy Act 1988 (Cth)</i> .
<b>Privacy Policy</b>	means our Privacy Policy & Credit Reporting Policy which can be found on our Website.
<b>Regulator</b>	means a financial services, credit services or authorised deposit-taking institution regulator or other government agency with equivalent supervisory authority or jurisdiction over our business, and includes, without limitation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission, the Australian Securities Exchange, the Australian Competition and Consumer Commission, the Australian Transaction Reports and Analysis Centre and the Australian Taxation Office.
<b>Term Deposit</b>	means a Term Deposit Account offering the certainty of a fixed rate of return on funds on deposit for a defined deposit term (subject to any prepayment adjustment for early withdrawals).
<b>Terms</b>	means these terms and conditions.
<b>TFN</b>	means the tax file number of the Account Holder.
<b>Verification code</b>	means a 6-digit one time use code that is sent to your mobile number to complete multi-factor authentication.
<b>View Only User</b>	means any Authorised User who has been approved by the Account Holder(s) or a Full Access User for the relevant Account to have limited access to the Digital Banking services in relation to the Account for the purposes of viewing information only.
<b>We, us, our and Judo Bank</b>	means Judo Bank Pty Ltd, ABN 11 615 995 581. Australian Credit Licence and Australian Financial Services Licence 501 091. Please note that we are not a subscriber to the Banking Code of Practice or the ePayments Code.
<b>Website</b>	means <a href="http://www.judo.bank">www.judo.bank</a> .
<b>You and your</b>	means the Account Holder and each Authorised User, unless a term otherwise prescribes. If there is more than one of these persons, 'you' or 'your' means each of you separately and every two or more of you jointly. 'You' and 'your', includes successors, attorneys and assignees.