

# Term Deposit Terms and Conditions

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## Contents

<b>About Judo Bank's Term Deposit</b>	<b>3</b>
1. Defined terms	4
<b>Accounts</b>	<b>6</b>
2. General Requirements	6
3. Account Holder Eligibility	6
4. Multi-holder Accounts	7
5. Authorised Representatives	7
6. Term Deposits	8
7. Interest on Accounts	9
8. Loyalty Bonus	9
9. Fees, Taxes and Prepayment Adjustments	10
<b>Account Transactions</b>	<b>11</b>
10. Instructions and other transactions	11
11. Making deposits	12
12. Not processing transactions and closure and blocking/freezing of Accounts	12
13. Death of an individual Account Holder or Authorised Representative	13
<b>How we communicate with you</b>	<b>14</b>
14. Information we provide	14
15. Account information	14
16. Variations to these Terms and Conditions	14
<b>Digital Banking Services – general terms</b>	<b>15</b>
17. Use of Digital Banking Services	15
18. Deposits and Withdrawals by electronic transfer	15
19. Security and Duty of Care	15
20. Consent to receive Electronic Communication	15
21. Losses relating to Electronic Instructions.	15
<b>Your responsibilities</b>	<b>16</b>
22. Liability	16
<b>Disclosure of information</b>	<b>17</b>
23. Privacy	17
24. Tax file number legislation	17
<b>Complaints</b>	<b>18</b>
25. Complaints	18
26. External dispute resolution	18
27. Financial Claims Scheme	19
28. Waiver	19
29. Severance	19
30. Jurisdiction	19

## About Judo Bank's Term Deposit

This document sets out important information that you need to know about Judo Bank's Term Deposit product. It sets out the key features and Terms and Conditions for those wishing to apply for a Term Deposit with us and applies to you when you agree to them when you make a Term Deposit application and/or deposit funds with us towards an Account.

### Important Information

Term Deposits can only be opened by the account applicant(s) themselves (see **clauses 2 and 3** for more detail).

For individual or multi-applicant Term Deposits, you cannot open a Term Deposit on behalf of, or in the name of, another person, even if you hold a power of attorney, enduring power of attorney or similar authorisation.

If you become an Account Holder, please keep a copy of this document and the other documents that make up our agreement for future reference.

These Terms and Conditions, along with the application form that you completed when applying for a Term Deposit and our privacy policy (at [www.judo.bank/privacy-policy](http://www.judo.bank/privacy-policy)), govern your relationship with Judo Bank. For the applicable Interest Rate for your Term Deposit, please refer to your Digital Banking Services (if you use them) or other communication we provided to you on Account opening.

Please ensure you read these Terms and Conditions carefully, a copy of which can also be found on our website at [judo.bank](http://judo.bank). If you do not understand something, please call us on 13 JUDO (13 58 36) during Business Hours. You should also read other relevant product documents (including the target market determination for this product available at [www.judo.bank/tmd](http://www.judo.bank/tmd)) and consider them prior to making a decision to apply for a Term Deposit product. Where you propose to access your term deposit through our Digital Banking Services please read the Digital Banking Terms and Conditions found at [www.judo.bank/digital-terms-and-conditions](http://www.judo.bank/digital-terms-and-conditions).

Any renewal of a Judo Term Deposit will be subject to the Terms and Conditions applicable to our Term Deposit product at the renewal date. For up-to-date information, including current Interest Rates applicable to our Term Deposit product which will be relevant to a renewal, please visit us at [judo.bank](http://judo.bank).

The information in this document is subject to change in accordance with **clause 16**.

Any advice provided by Judo Bank in this document is general in nature only and does not take into account your objectives, financial situation or needs. Before acting on any advice, we recommend you consider the appropriateness of the advice having regard to your objectives, financial situation and needs.

Our Term Deposits have a 31-day notice period for early withdrawal before the Maturity Date, unless financial hardship applies. We are entitled to make a Prepayment Adjustment (as described in **clauses 6 and 9**) to any early withdrawal before maturity. If you may have a need to immediately withdraw or transfer funds in your Term Deposit, other deposit products may be more suitable.

**Note:** if you invest in a Term Deposit through a platform that is an investor-directed portfolio service (**IDPS**) or IDPS-like scheme (**Platform**), you do not hold the Term Deposit directly, the operator or custodian of the Platform holds the Term Deposit and is entitled to exercise the rights and receive the benefits of a Term Deposit holder. Persons investing in a Term Deposit through a Platform will receive information from the Platform Operator, not from Judo Bank. Your interest in the Term Deposit is governed by the terms of your Platform, and any queries, requests or complaints relating to that interest (eg early withdrawal requests) must be directed to your Platform operator. All of the information in these Terms and Conditions applies to direct applicants and Account Holders only.

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## 1. Defined terms

In these Terms and Conditions, capitalised terms have the following meanings unless otherwise defined:

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<b>Account</b>	means a Term Deposit account provided by Judo Bank;
<b>Account Holder</b>	means the holder of an Account, who is responsible for all transactions on the Account;
<b>Applicable Law</b>	means all applicable laws, rules, codes, regulations and other statutory requirement(s) in force from time to time that Judo Bank is subject to in relation to the conduct of its 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>APRA</b>	means the Australian Prudential Regulation Authority;
<b>ASIC</b>	means the Australian Securities and Investments Commission;
<b>AUSTRAC</b>	means the Australian Transaction Reports and Analysis Centre;
<b>Authorised Representative</b>	means the person(s) authorised by an Account Holder to operate an Account on behalf of the Account Holder;
<b>Business Day</b>	means a day on which Australian banks are open for business in Victoria, Australia, excluding public holidays and weekends;
<b>Business Hours</b>	means 9am – 5pm Melbourne time on a Business Day;
<b>Business Term Deposit</b>	includes a Term Deposit applied for online via our Website under these terms and conditions by a proprietary limited company (with maximum nine directors), an incorporated association, or a trust with up to six individual trustee(s);
<b>Digital Banking Services</b>	means the online web-based banking services provided by us via the Website (and accessible via desktop or tablet) and the Mobile App (accessible on a mobile device via iOS or Android), or other electronic services provided by us from time to time, the terms and conditions for which are separate to these Terms and Conditions and available on our Website;
<b>Government Agency</b>	means any Australian government regulatory agency or body, having jurisdiction or authority or regulatory oversight over Judo Bank and its operations;
<b>Grace Period</b>	means the ten (10) calendar day period commencing on the Maturity Date for an Account which allows you to withdraw, top up, change terms or transfer the funds in that Account without incurring a penalty;
<b>Instruction</b>	means a written instruction from you, your Authorised Representative or your Intermediary in relation to the operation of your Account;
<b>Interest Rate</b>	means the applicable interest rate payable on funds held in an Account;
<b>Intermediary</b>	means a third party we approve, who may receive commission from us, who holds information about an Account Holder and who has been authorised by the Account Holder to act as an intermediary between us and the Account Holder, to give Instructions to us on the Account Holder's behalf and/or to act as the Account Holder's agent to receive specific reporting from us for the Account Holder;
<b>Judo Bank</b>	means Judo Bank Pty Ltd, ABN 11 615 995 581, Australian Financial Services Licence and Australian Credit Licence 501091, which is the issuer of Judo Bank products and services;
<b>Maturity Date</b>	means the date upon which a Term Deposit period expires after Account opening;
<b>Mobile App</b>	means the mobile application for use in connection with the Digital Banking Services, available for download and installation on your Mobile Device from selected digital media stores;
<b>Mobile Device</b>	means any mobile phone, smartphone, tablet or other applicable device onto which the Mobile App has been installed and is able to be operated from;

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<b>Multi-holder Account</b>	means an Account held by more than one Account Holder, including but not limited to a joint-Account, a trust Account where there is more than one trustee, or a partnership Account;
<b>Nominated Account</b>	means an external bank account with an Australian authorised deposit-taking institution that is acceptable to us and in the same name as your Account: a. from which funds may be direct debited and transferred to your Account; and b. to which funds may be paid from your Account, upon the receipt of an Instruction;
<b>Notice Period</b>	has the meaning in <b>clause 6.5</b> ;
<b>Personal Information</b>	has the same meaning given in the <i>Privacy Act 1988</i> (Cth);
<b>Prepayment</b>	means withdrawing money from your Term Deposit before the agreed Maturity Date, also known as an "early withdrawal";
<b>Prepayment Adjustment</b>	(also referred to by us as "Break Costs" or "Prepayment Break Costs") means an amount equivalent to a reduced rate of interest (based on the percentage of the original term that has elapsed) that will be deducted from the balance of your Term Deposit as at the Prepayment Date as described in <b>clause 9.1</b> ;
<b>Prepayment Date</b>	means the date of the early Prepayment or early withdrawal;
<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 Judo Bank or its business, and includes, without limitation, APRA, ASIC, AUSTRAC and the Australian Taxation Office;
<b>Related Person</b>	means a person who is related to a non-individual Account Holder whose identity must be verified by us in accordance with any Applicable Law;
<b>SMSF</b>	means a 'regulated superannuation fund' that is a 'self managed superannuation fund' each as defined in the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth);
<b>SMSF Term Deposit</b>	means a Term Deposit applied for online via our Website under these terms and conditions by an SMSF trustee that is a company or by two or up to four individual natural person trustees of an SMSF (SMSFs with less than two or more than four individual trustees cannot apply online via our Website for our Term Deposit product);
<b>Term Deposit</b>	means an 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 and Conditions</b>	means these terms and conditions and any additional or varied terms and conditions, if applicable, that we notify to you;
<b>we/us/our/Judo/Judo Bank</b>	means Judo Bank Pty Ltd ABN 11 615 995 581, Australian Financial Services Licence and Australian Credit Licence 501091 trading as Judo Bank, and its successors and assigns;
<b>Website</b>	means judo.bank; and
<b>you/your</b>	means an Account Holder or an Authorised Representative (as the context requires). If there is more than one of these persons or entities, 'you' or 'your' means each of you separately and every two or more of you jointly. 'You' and 'your', includes attorney(s), successors and assigns.

## Accounts

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### 2. General Requirements

- 21 An Account is only available in Australian dollars.
- 22 An Account cannot, at any time, have a negative balance.
- 23 Applicants and Account Holders are subject to identification requirements set out in any Applicable Law, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (**AML/CTF Act**). The AML/CTF Act and associated rules require us to satisfactorily identify any person who seeks to open an Account, along with all Related Persons, Intermediaries and/or Authorised Representatives in relation to an Account, before that Account is opened. We may, at our sole discretion, decline to open an Account or accept any funds in relation to it if one or more of the proposed Account Holders, or any Related Person, Intermediary and/or Authorised Representative to the proposed Account, do not meet our identification requirements.
- 24 We may delay processing a transaction in or out, block a transaction in or out, freeze your account or refuse to accept or to process any transaction or to make a payment in accordance with **clause 12**.
- 25 You agree, at the opening of your Account and at any time during the life of your Account, to provide to us or an Intermediary any documentation and information we reasonably request from time to time in order for us to undertake any actions to comply with any Applicable Law, including to verify your or a Related Person's identity. You also agree to us disclosing such documentation and information to any other person or Regulator if required by any relevant Applicable Law. Where you have provided information about any Authorised Representative, Intermediary or Related Person, including Personal Information, you declare that you have either obtained their consent or have provided them with notice of your disclosure of their information to us, and provided them with a copy of our Privacy Policy.
- 26 You acknowledge that if we are unable to verify your identity or that of any Authorised Representative, Intermediary or Related Persons then we may, at our discretion, block access to or suspend your Account or the opening or closing of your Account and any funds will not accrue interest or be disbursed until your identity or that of any Authorised Representative, Intermediary or Related Person has been verified.
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### 3. Account Holder Eligibility

- 31 An Account is only available where you meet the general requirements in **clause 2** and other eligibility requirements set out in this **clause 3** and these Terms and Conditions and you do not meet one or more of the criteria set out in **clause 12.3(j)**.
- 32 Subject to **clause 3.1** above, an Account is available to the following types of Account Holder:
- one individual – where the Nominated Account is in the name of the individual;
  - two individuals – where the Nominated Account is in the name of one or both of those individuals;
  - trustee(s) of a trust (one company and/or up to 6 individual trustees) – where the Nominated Account is in the name of trustee(s) as trustee(s) of the relevant trust;
  - trustee(s) of an SMSF (one corporate trustee or two to four individual trustees) – where the Nominated Account (if applicable) is in the name of trustee(s) as trustee(s) of the relevant SMSF;
  - a company (with maximum 9 directors) – where the Nominated Account is in the name of the company;
  - a partnership (with minimum 2 and maximum 9 partners) – where the Nominated Account is in the name of the partnership;
  - an incorporated or unincorporated association – where the Nominated Account is in the name of the incorporated/unincorporated association; and
  - any other 'wholesale client' within the meaning of the *Corporations Act 2001* (Cth) approved by Judo Bank.
- 33 Depending on what type of Account Holder you are (see **clause 3.2** above), we can determine whether you need to apply for an Account online, via a paper application form or via an Intermediary. For the avoidance of doubt, Business Term Deposits can only be applied for online by Australian-resident businesses and SMSF Term Deposits can only be applied for online by Australian-resident corporate trustees or individual trustees with an Australian registered address that have provided us with any ABN and/or registration or other information that we require to determine their tax residency status and that of any Related Person. Account Holders that are companies, trusts or incorporated associations (or any other entity type we determine) may be required to provide additional information, including certified copies of document(s), to verify their business before an Account is opened.

- 34 Your residential, registered office and postal addresses (as applicable) must be in Australia.
- 35 You and any Related Person and Intermediary must be an Australian tax resident and Accounts are only available to citizens or permanent residents of Australia. Any Related Person must not be a tax resident of a country other than Australia. If you are the trustee of a trust, the trust must be an Australian tax resident at all times while you are a customer of Judo Bank. If you do not meet these requirements, then you must inform us immediately as it may no longer be possible for us to provide any services or products to you and we may return your funds and close all of your Accounts in accordance with **clause 12**.
- 36 You must have a Nominated Account which will be used to credit funds to your Australian financial institution. Your Nominated Account must be a valid Australian bank account and must be held by you. We may at any time contact you and your external bank to verify your Nominated Account, although we are under no obligation to do so. You agree that you are solely responsible for providing correct Nominated Account details and that we are under no obligation to verify them, or that the Nominated Account matches your name. You also agree that Judo Bank has no liability to you for any payment made in accordance with details or Instructions that you provide. You consent that your Nominated Account may be used for the purposes of incorporating this information into the Electronic Funds Transfer payment information sent to APRA and the Reserve Bank of Australia for purposes of paying out under the Financial Claims Scheme. If there are multiple account holders linked to the one account, then their payments under the Financial Claims Scheme will all go to the one Nominated Account linked to that account.
- 37 Each individual Account Holder and/or Intermediary must be aged 18 years or over.
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#### 4. Multi-holder Accounts

- 41 Unless we are advised otherwise in accordance with **clause 4.5**, all Account Holders have the same authority to provide Instructions relating to a Multi-holder Account. Accordingly, if one Account Holder provides Instructions to us, those Instructions shall be binding on all Account Holders of a Multi-holder Account. All communications, including notices, given to one Account Holder will be deemed to have been given to all Account Holders of a Multi-holder Account.
- 42 You must notify us promptly of any change of Account Holders of a Multi-holder Account. These Terms and Conditions will continue to bind you despite any such change of Account Holders of a Multi-holder Account and will continue to bind all Account Holders of a Multi-holder Account even where you cease to carry on business.
- 43 All Account Holders of a Multi-holder Account are jointly and severally liable and jointly and severally responsible for the Multi-holder Account, including in relation to any Instruction, fees, taxes or Prepayment Adjustment (as applicable) in connection with the Account.
- 44 For the avoidance of doubt, Multi-holder Accounts are held jointly by all Account Holders meaning that each Account Holder has the right to all funds in the Account.
- 45 If we are made aware of any dispute on a Multi-holder Account by an Account Holder, we may require all of the Account Holders to provide us with a written authority to any subsequent operation or transaction on the Account and may block access to or suspend the Account until the dispute is resolved.
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#### 5. Authorised Representatives

- 51 An Account Holder may nominate up to six Authorised Representatives, provided they meet the requirements of these Terms and Conditions.
- 52 Each Authorised Representative must be aged 18 years or over and an Australian resident for tax purposes.
- 53 Each Authorised Representative has full authority on an Account as if they were the Account Holder. We will send notices to each Authorised Representative unless we agree otherwise. Each action or inaction of each Authorised Representative binds the Account and the Account Holder(s) as if the Authorised Representative were the Account Holder(s). Each Authorised Representative is also responsible for the performance of any obligations of the Account Holder(s).
- 54 To add or remove an Authorised Representative, you must contact us via 13 JUDO (13 58 36) during Business Hours.

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## 6. Term Deposits

- 61 All Term Deposits offered by Judo Bank to prospective applicants are subject to availability and may change from time to time. An advertised Term Deposit may be removed from offer to prospective applicants by Judo Bank at any time.
- 62 When you apply for a Term Deposit with us, you may be offered one or more of the following maturity options (noting that not all maturity options may be available for the interest payment frequency that you have selected, which you will see when you apply):
- reinvestment of the entire Account balance as at the Maturity Date into a new Term Deposit. You should be aware that the applicable Interest Rate will be that applying on the Maturity Date for a Term Deposit of the same term and amount, which may be higher or lower than the Interest Rate applicable to your previous Term Deposit;
  - reinvestment of the principal amount of the Account balance (excluding any accrued interest) as at the Maturity Date into a new Term Deposit and you should be aware that the applicable Interest Rate will be that applying on the Maturity Date for the same term and amount, which may be higher or lower than the Interest Rate applicable to your previous Term Deposit. Any accrued interest will be paid into your Nominated Account; or
  - payment of the entire Account balance as at the Maturity Date into your Nominated Account. If the Maturity Date falls on a day which is not a Business Day and you nominated to close your Account upon maturity, we will process your Instructions on the next Business Day.

If you do not see these maturity options, or you have not selected a maturity option, option "a" above is the default option and you agree that this is the option.

- 63 You can change your maturity Instructions by:
- using the Digital Banking Services (if you use them). This is subject to the process and applicable cut off times set out in the terms and conditions for the Digital Banking Services; or
  - contacting us before the cut-off time (see **clause 10.7**) on 13 JUDO (13 58 36) during Business Hours on or before the Business Day before the Maturity Date (e.g., if the Maturity Date is a Monday that is a Business Day, you can change your maturity instructions up until the applicable cut off time on the Friday before, where the Friday is a Business Day).
- 64 Where your Term Deposit reinvests, you have a Grace Period commencing on the Maturity Date and lasting for 10 calendar days (inclusive of the Maturity Date). During this time, you can choose to withdraw funds from, top up funds into, change terms or transfer the funds in, your Account (subject to the maximum balance cap) without incurring any penalties. If you are providing instructions to us during the Grace Period, you must do so by contacting us via 13 JUDO (13 58 36) during Business Hours. If you choose to withdraw any amount from your matured and reinvested Term Deposit during the Grace Period, interest will accrue on that amount to the date of withdrawal calculated in accordance with **clause 7.2**, the applicable Interest Rate being that applying on the Maturity Date (ie. Day 1 of the Grace Period) for a Term Deposit of the same term and amount, which may be higher or lower than the Interest Rate applicable to your previous Term Deposit. If we receive your Instructions to reinvest any funds remaining and not withdrawn during the Grace Period (**Remainder**), interest will accrue on the Remainder from the Maturity Date (ie. Day 1 of the Grace Period), which will be deemed to be the date of reinvestment/roll over, calculated in accordance with **clause 7.2**. The applicable Interest Rate to the Remainder will be that applying on the Maturity Date (ie. Day 1 of the Grace Period) for a Term Deposit of the same term and amount, which may be higher or lower than the Interest Rate applicable to your previous Term Deposit.
- 65 When you invest in a Term Deposit, you are investing a fixed amount, for a defined term at a fixed rate. We may allow you to break your Term Deposit before the Maturity Date. To do this you must first provide us with a valid request, which may require sending us, in writing, a completed form (contact us for the current form) (**Request**) or making your Request in some other form we agree to. You must give us no less than 31 calendar days' notice before you need the funds ("**Notice Period**"), unless proven financial hardship applies (when you don't need to give us 31 days' notice). We are entitled to make a Prepayment Adjustment to any early withdrawal before the Maturity Date in accordance with **clause 9**. The Notice Period begins on the Business Day we receive your Request. Contact us by calling 13 JUDO (13 58 36) during Business Hours to commence an early withdrawal or hardship request.
- 66 If we allow you to break a Term Deposit prior to the Maturity Date, we will transfer the entire balance less any outstanding fees, taxes and Prepayment Adjustment calculated in accordance with **clause 9** by electronic funds transfer to your Nominated Account. For the avoidance of doubt, unless **clause 6.7** applies, funds will be credited to your Nominated Account on the next applicable Business Day following the end of the 31-calendar day Notice Period (or earlier if financial hardship applies).
- 67 If your Term Deposit which you wish to break has less than 31 calendar days remaining until its Maturity Date, the earliest you may access the funds is at the Maturity Date, unless financial hardship applies.
- 68 An early withdrawal request will be taken to relate to your entire Term Deposit balance, unless we agree otherwise, acting reasonably, and your account will be closed in accordance with **clause 9** and **clause 12**. If a partial early withdrawal is permitted (and only one partial withdrawal is permitted during the term), you must maintain a minimum balance of \$1,000, unless we otherwise agree, or your account may be closed in accordance with **clause 9** and **clause 12**.



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## 7. Interest on Accounts

- 7.1 We pay you simple Interest on your Account. This means that interest is calculated only on the principal amount invested in your Account.
- 7.2 Simple Interest begins to accrue on the day the opening deposit is made to the Account. Interest is calculated daily, on each daily closing balance (i.e. the principal invested) during the term (excluding the date of withdrawal, maturity or next interest payment), by using the Interest Rate that applied on the day we opened your Account (or the date your Account is renewed/rolled over) to the daily closing balance, in accordance with the following formula:
- a.  $\text{Daily closing balance} \times (\text{applicable Interest Rate}/365)$
- where "Daily closing balance" is equivalent to the principal invested.
- 7.3 The applicable Interest Rate that applies to your Account is fixed for the term of that Account until its maturity unless we approve an early break request made under **clause 6.5**. You can find it displayed in your Account summary when you log-in to the Digital Banking Services (if you use them) or communicated by us via an alternative method (such as a welcome letter or other lifecycle communication).
- 7.4 For each accepted Term Deposit, the applicable Interest Rate remains fixed for the term of that Account until its maturity (subject to **clause 9**).
- 7.5 We publish information on our current online-only Interest Rates on our Website.
- 7.6 Interest is paid monthly, annually or at maturity (where 'at maturity' relates to a Term Deposit term of 12 months or less) as nominated by you when you applied for your Term Deposit or if you instruct us otherwise during a Grace Period. Note that for Term Deposits with a term of 30 days or less, interest is only paid at maturity.
- 7.7 From time to time, we may (at our sole discretion) offer a temporary additional interest rate margin on the whole or part of the balance(s) of particular Accounts. Different methods of interest calculation and/or different methods of interest payments may apply to any such offer to you, the full terms and conditions of which will be notified to you by email and/or made available on our Website (as applicable).
- 7.8 If the Maturity Date falls on a day which is not a Business Day and you nominated to close your Account upon maturity, we will process your Instructions on the next Business Day. No interest will accrue between the Maturity Date and processing date.
- 7.9 If your Term Deposit Account is closed before your Maturity Date, interest will be paid up to but excluding the day of closure (subject to **clause 9**).
- 7.10 We are responsible for calculating all amounts due and payable under these Terms and Conditions. If you think there has been a mistake or an error, see **clause 15.6** for how to contact us. For the purposes of any calculations made under these Terms and Conditions, figures may be rounded up to nine decimal places, with halves rounded up in your favour and any amounts due and payable by us to you rounded up to the nearest cent.

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## 8. Loyalty Bonus

- 8.1 In addition to **clause 7.7**, we may, but are not obliged to, offer you a bonus interest rate ("**Loyalty Bonus**") if you reinvest the principal of your Term Deposit at the Maturity Date in another Term Deposit. You will not be eligible for the Loyalty Bonus if you withdraw any part of the funds in your Account before the Maturity Date of your new Term Deposit (which includes during the Grace Period).
- 8.2 Loyalty Bonuses are not transferable and are not cumulative (e.g. if you received a 0.1% Loyalty Bonus on a recent Term Deposit and are now receiving a Loyalty Bonus of 0.1% on your rolled over Term Deposit, the Loyalty Bonus is 0.1%). The Loyalty Bonus interest rate, if applicable, will be added to the standard Term Deposit Interest Rate applicable at the time your Account balance is reinvested (provided you do not withdraw any part during the applicable Grace Period).

## 9. Fees, Taxes and Prepayment Adjustments

- 91 If we agree to your early withdrawal request in accordance with **clause 6**, a Prepayment Adjustment (also referred to by us as "Break Costs" or "Prepayment Break Costs") will apply in relation to the withdrawn funds.

The Prepayment Adjustment may be deducted from the principal or the interest of your Term Deposit payable at the termination date and will depend on the percentage of your original term that has elapsed, as described in the table below:

Percentage of the term elapsed as at the Prepayment Date	Adjustment to be applied calculated as a percentage of your Term Deposit interest rate
0% to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

The closer the Prepayment Date is to the Maturity Date, the lower the Prepayment Adjustment will be.

The Prepayment Adjustment is calculated on the balance current as at the Prepayment date and will apply even if no interest has yet been paid on the Term Deposit up to the Prepayment Date. For the avoidance of doubt, we take into account interest already paid to you during the term as well as the interest that would have been paid for the entire term. We will not ask you to repay any interest we've already paid to you, we will simply deduct the total Prepayment Adjustment amount from the interest payable at the termination date or principal if interest has already been paid. Where your Term Deposit is only partially withdrawn, the remaining balance will continue to earn your originally agreed Interest Rate (and you may lose any loyalty bonus interest, if applicable). If you would like further information about the Prepayment Adjustment you can contact us on 13 JUDO (13 58 36).

**Important notice:** While we have the discretion to deduct the Prepayment Adjustment from the principal or the interest of your Term Deposit payable at the termination date, we will generally deduct any Prepayment Adjustment from the accrued interest, unless paid interest instalments require us to deduct from the principal. We recommend you seek professional tax advice about the applicable Australian tax consequences to you of seeking an early withdrawal from a Term Deposit.

### Illustrative example 1 (full prepayment)

You have a \$10,000 Term Deposit invested for 1 year (365 days) at 2% per annum (p.a.) with interest to be paid at maturity and you request to withdraw it after 200 days. The accrued interest is:  $\$10,000 \times 2\% \text{ p.a.} \times 200 / 365 = \$109.59$  (rounded to two decimal places). To determine the Prepayment Adjustment, we divide the elapsed term of 200 days by the full term of 365 days to get an elapsed term percentage figure of 54.79% (rounded to two decimal places). In accordance with the table above, as the term elapsed is between 40-60%, we will apply a 60% reduction to the accrued interest figure in order to calculate the Prepayment Adjustment. Accordingly, the Prepayment Adjustment is:  $\$109.59 \times 60\% = \$65.75$  (rounded to two decimal places), which will be subtracted from the principal and accrued interest payable at the early withdrawal date.

### Illustrative example 2 (partial prepayment)

As for Illustrative example 1, you have a \$10,000 Term Deposit invested for 1 year (365 days) at 2% per annum (p.a.) with interest to be paid at maturity and you request to make a partial early withdrawal of \$5,000 after 200 days. When you request a partial early withdrawal, any Prepayment Adjustment is deducted from the accrued interest unless paid interest instalments require as to deduct from the principal remaining in your Term Deposit.

This is represented by the following:

- **Partial early prepayment amount** = \$5,000
- **Percentage of term elapsed (as per Illustrative example 1)** = 54.79% (rounded to two decimal places).
- **Prepayment Adjustment** =  $\$5,000 \times 2\% \text{ p.a.} \times 200 / 365 = \$54.79$  (rounded to two decimal places). There will be a 60% reduction in accrued interest, accordingly the Prepayment Adjustment will be  $\$54.79 \times 60\% = \$32.88$ .

The Prepayment amount you will receive will be the \$5,000 you requested. The Prepayment Adjustment of \$32.88 is deducted from the interest earned on the Prepayment amount that will be paid on the next scheduled interest payment date (in this example, on maturity). The remaining principal in your Term Deposit ie \$5,000.00 will remain in your Term Deposit and will continue to earn interest at 2% p.a.

- 92 A Prepayment Adjustment will not apply to customers suffering proven financial hardship or if the Term Deposit is terminated within a Grace Period in accordance with **clause 6.4**.
- 93 We will debit from your Account or any accrued and unpaid interest on that Account any applicable taxes and charges payable to a Government Agency. Where that Account has an insufficient balance, we will debit it to any of your other Accounts or any accrued and unpaid interest on those Account(s) (as applicable).

## Account Transactions

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### 10. Instructions and other transactions

- 10.1 Instructions must at all times be given to us in accordance with these Terms and Conditions. Upon receipt of an Instruction, we may assume that Instruction to be valid and duly given unless we are aware otherwise. We will accept Instructions from an Intermediary where you have provided an authority acceptable to us that permits that Intermediary to give the Instruction to us on your behalf. The Intermediary must be recognised and approved by us before we can accept Instructions from them on your behalf. For the avoidance of doubt, unless we are advised otherwise in accordance with **clause 10.3**, each Intermediary or Authorised Representative of a Business Term Deposit or SMSF Term Deposit Account Holder has the same authority to provide Instructions relating to that Account and is authorised to enquire about Account information; change maturity Instructions; choose to withdraw, top up, change terms or transfer the funds in the Account without incurring any penalties during the Grace Period; change the Business Term Deposit or SMSF Term Deposit Account nickname (as applicable); close the Business Term Deposit or SMSF Term Deposit Account (as applicable); or open a new Business Term Deposit Account or SMSF Term Deposit on the Account Holder's behalf (as applicable). Accordingly, if an Intermediary or Authorised Representative of a Business Term Deposit or SMSF Term Deposit Account Holder provides Instructions to us, those Instructions bind the Account Holder.
- 10.2 We may refuse to act on any Instructions:
- which we consider may be invalid, not given in accordance with our directions, given without your authority or that are unlawful or unclear; or
  - if we believe there is a dispute between Account Holders in the case of a Multi-holder Account or with an Authorised Representative or Intermediary.

In such cases, we are not responsible for not executing or any delay in executing your Instructions.

- 10.3 You may, at any time, revoke an authorisation given to an Intermediary or Authorised Representative by calling us on 13 JUDO (13 58 56) during Business Hours. If you instruct us to revoke an authorisation, we will take immediate steps to commence this process. This revocation may not happen immediately as we need to terminate authorisation manually. We will notify you as soon as this is effective via one or more of the following methods: mobile, text message or email. From notification, we will not recognise any Instructions from that Intermediary or Authorised Representative. However, unless the revocation of authority is undertaken in accordance with this **clause 10**, we will accept Instructions from the Intermediary or Authorised Representative on your behalf on the assumption that such Instructions are valid and authorised.
- 10.4 We may, at any time, acting reasonably, withdraw our recognition and/or approval of an Intermediary or Authorised Representative (for example, if we become aware of potential criminal activity), in which case we will notify you in writing as soon as practicable that we have done so. In such circumstances, we will no longer accept Instructions from that Intermediary or Authorised Representative on your behalf.
- 10.5 Acting reasonably, we may put limits on certain Instructions or types of Instructions (for example, multiple successive attempts to change the Account name or Nominated Account details).
- 10.6 We are entitled to rely on any Instructions provided to us as being correct and accurate.
- 10.7 We set daily cut-off times for Instructions which may vary depending on the type of Instruction. The current daily cut-off time for Instructions given to us outside of the Digital Banking Services is 1pm Melbourne time during Business Hours. If your Instruction is received after the relevant daily cut-off time, it will be processed on the next Business Day. Instructions given to us through the Digital Banking Services are subject to the cut off times set out in the terms and conditions for the Digital Banking Services.
- 10.8 You can seek to change or withdraw an Instruction prior to its processing, unless you are not authorised to provide instructions at the time. To do this, you must notify us by calling us during Business Hours on 13 JUDO (13 58 56) at least two Business Day before we are due to process the Instruction. We may ask you to confirm the request in a form we require.
- 10.9 If there are insufficient funds in your Account to complete the transaction (for example, you have asked to withdraw or transfer more than your Term Deposit balance during the Grace Period), we may refuse to process an Instruction.
- 10.10 Funds will not be invested in a Term Deposit, or paid out to a Nominated Account, until they are deemed "cleared funds".
- 10.11 If an Instruction or other transaction falls on a non-Business Day, where the Instruction is valid, we will process it on the next Business Day.
- 10.12 You undertake not to create, agree or attempt to create or to allow any equitable mortgage, charge or security interest over any Account unless we give our prior consent which will not be unreasonably withheld.
- 10.13 We are not a signatory to the ePayments Code and the Banking Code of Practise does not apply to your Term Deposit. If you consider or suspect that an Instruction or another transaction to make a payment was not authorised by you (or another Multi-Account Holder if you have a Multi-Account Holder Account) or by your Authorised Representatives, call us on 13 JUDO (13 58 56) during Business Hours as soon as you can. If there are unauthorised transactions, the longer you take to notify us means we may be unable to take advantage of any rights or remedies that may have otherwise been available to us to reverse or correct such transactions or to you. You are not liable for any unauthorised transaction where there is clear evidence that you did not contribute to the loss.

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## 11. Making deposits

- 111 You can deposit money into your Account via Electronic Funds Transfer (EFT) using the Judo Bank BSB number (725-888) and your Account number. You may be able to deposit money into your Account by other payment methods – contact us to see if we accept that payment method.
- 112 During the application process for a Term Deposit, you will be asked the amount of funds you wish to commit to deposit ("**Commitment Amount**"). You then have up to ten (10) calendar days from the date your Account is opened ("**Funding Period**") to deposit funds into your Account in order to complete your Term Deposit.
- 113 Subject to **clauses 11.4** and **11.6** you can make multiple deposits into your Account during the Funding Period up to the Commitment Amount. I
- 114 The minimum deposit amount is \$1,000 or such other amount as we agree ("**Minimum Amount**"). The maximum Commitment Amount that may be nominated via an online application is \$2 million. For any amount over \$2 million, please telephone Judo Bank on 13 JUDO (13 58 36) during Business Hours.
- 115 Subject to **clause 11.6**, once the Funding Period has closed, the Term Deposit will be fixed with whatever funds have been deposited in your Account during the ten (10) calendar days from the date your Account was opened, provided the balance in the Account is at least the Minimum Amount.
- 116 If no funds, or less than the Minimum Amount, have been deposited into your Account within ten (10) calendar days from the date the Account was opened, we may close your Account and transfer any amount received to your Nominated Account. We may also be required to disclose this to any other person if required by any relevant Applicable Law or to a Regulator if requested.
- 117 Your external bank may have some limitations on the amount of funds that can be transferred to your Account in one go, so please check with them.
- 118 You cannot add additional funds to your Account once your Term Deposit has been fixed. In the event you attempt to make further deposits into your Account after this time, such payments will not be processed.

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## 12. Not processing transactions and closure and blocking/freezing of Accounts

- 121 We may delay processing a transaction in or out, block a transaction in or out, or refuse to accept or to process any transaction or to make a payment, for the following reasons:
- a. we receive notice or orders from a domestic or international Regulator, a Government Agency or court that requires this;
  - b. we consider that allowing the payment may breach any Applicable Law in Australia or any other country;
  - c. unidentified funds have been paid to us and we're not able to identify the Account to which they relate;
  - d. if there is a dispute amongst Multi-Account Holders;
  - e. if there are no Authorised Representatives with active authority on the Account;
  - f. we are notified of the death of an individual Account Holder, an individual SMSF trustee or of an Authorised Representative in accordance with **clause 13**.
- 122 We will not incur any liability to you or any third party as a result of any delay, blocking, or refusal conducted in accordance with **clause 12.1** provided we have acted reasonably.

- 123 We may close any or all of your Accounts (and may disclose this to any other person if required by any relevant Applicable Law or to a Regulator if requested) if:
- a. you withdraw your agreement to receive information under these Terms and Conditions by electronic communication;
  - b. you do not provide additional information to verify your, or a Related Person's, identity, tax residency or source of funds if requested by us;
  - c. you or a Related Person cease to be an Australian tax resident;
  - d. a Related Person becomes a tax resident of a country other than Australia.
  - e. we are required by a Regulator or by court order or by law to do so;
  - f. it becomes illegal for us to continue the relevant Term Deposit or it no longer has the prudential treatment that we require;
  - g. we reasonably consider that you have committed a material breach of these Terms and Conditions that is not capable of remedy or not remedied within 10 calendar days of us notifying you of the breach and how you can remedy it;
  - h. you cease to meet, or we become aware that you do not meet, the requirements of **clauses 2–3** regarding your eligibility as an Account Holder;
  - i. an early withdrawal or Prepayment would result in your Term Deposit balance being less than the Minimum Amount referred to in **clause 11.4**;
  - j. you are assessed (by us, acting reasonably) as being an uncooperative Account Holder (including if you are 'recalcitrant' within the meaning of any Applicable Law), for example, where you fail to provide us with material information that we reasonably request, or provide us with information that is incorrect or misleading to a material extent;
  - k. you are involved in, or convicted of, any serious criminal offence, serious misconduct, fraudulent activity or breach of law involving criminal conduct or dishonesty, or relating to money laundering or terrorism financing;
  - l. you close your Nominated Account and have not disclosed a replacement Nominated Account that is acceptable to us; or
  - m. we consider it necessary, acting reasonably, to protect our legitimate business interests (including protecting us against legal or regulatory risks, such as fraud, theft or cyberattack, that we deem to be unacceptable).
- 124 Subject to **clauses 6.5 to clause 6.8** and **clause 9**, you can close one or more Accounts at any time provided you notify us in writing. The notice you give us must instruct us to transfer the amount of any credit balance in your Account(s) to your Nominated Account (or to another external account approved by us).
- 125 If any circumstance in **clause 12.1** has arisen, we may instead block access to, or freeze, the Account, including the making of deposits into the Account and withdrawals from the Account, if we consider (acting reasonably) it appropriate to do so while we investigate the matter. Any exercise of our rights under this **clause 12.5** does not prejudice our right to close your Account under **clause 12.3** at a later time.
- 126 If, when your Account is closed by us in accordance with **clause 12**, we are unable to pay the balance to your Nominated Account (because, for instance, you have closed it or have provided us with incorrect account details that are not yours), we may pay the balance of your Account plus accrued interest to a non-interest-bearing account. We will pay these funds to you when you provide us with proof acceptable to us that you are entitled to the funds, including information required to verify your identity in accordance with Applicable Law.

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## 13. Death of an individual Account Holder or Authorised Representative

- 131 In the event of the death of an individual Account Holder of a Multi-holder Account, we may treat the surviving Account Holder(s) as exclusively holding the Account upon receipt of formal notification of the death of the subject Account Holder together with any other relevant documentation which we may reasonably request.
- 132 In the event of the death of an individual Account Holder, an individual SMSF trustee or of an Authorised Representative, we may suspend all activity on the relevant Account upon receipt of formal notification of the death until such time as we receive all relevant documentation which we may request, including confirmation of the identity of the deceased's legal representative(s) who is authorised by grant of probate of the deceased's estate to operate or close the Account. Interest will continue to accrue on the Account until the funds are released. No Prepayment Adjustment will be charged in relation to a Term Deposit held in the name of a deceased individual Account Holder or in the name of a deceased individual Account Holder's legal personal representative. All fees and charges for any early withdrawal will be waived, and all interest accrued up until the release date will be paid.
- 133 If, during the process of providing us with the necessary documentation in relation to the death of an individual Account Holder, the term deposit matures, we will automatically roll over the deceased's term deposit at the then applicable interest rate for the same term deposit period as the original online Term Deposit, which may be higher or lower than the interest rate applicable to the deceased's original Term Deposit.

## How we communicate with you

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### 14. Information we provide

- 141 Any information we give to you in relation to Judo Bank, your Account(s) or any service offered through Judo Bank, including these Terms and Conditions, is general in nature only and has been prepared without taking into account your objectives, financial situation or needs. You should read and consider the appropriateness of the information (having regard to your objectives, financial situation and needs) before acting on the information. While we have taken care to ensure that this information is accurate, please advise us of any errors in accordance with **clause 15.6**.
- 142 We are not authorised to provide personal financial product advice in relation to your Account. We recommend that you consult an independent, licensed financial adviser before investing in any Account or before acquiring any products and services offered through Judo Bank.
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### 15. Account information

- 151 Unless Applicable Law requires us to do something differently, and except as set out at **clause 15.5** below, we will provide all information, updates, statements and notifications regarding your Accounts, including information about any transactions conducted in relation to your Accounts, any changes to these Terms and Conditions or updates to our Privacy Policy, by electronic communication only. Where you choose to use the Digital Banking Services (and are eligible to use this service), some of this information may be provided to you via this service.
- 152 We will issue you with a statement at least annually, unless otherwise agreed.
- 153 Where applicable, you may access your annual withholding tax reports and summaries via the Digital Banking Services (if you use them) or via your Intermediary.
- 154 If you have appointed an Intermediary, we will provide the information set out in **clause 15.1**, **clause 15.2** and **clause 15.3** above to your Intermediary, as your agent. They have an obligation to pass this information on to you and will make it available to you in the format you have agreed with them. You must notify us in writing if you no longer wish for us to do this.
- 155 For Business Term Deposit or SMSF Term Deposit Account Holders or Multi-Holder Account holders, electronic communications regarding your Account(s) made to one Authorised Representative will be deemed to be effective communication regarding your Account to all Authorised Representatives and the Account Holder, unless you notify us in writing that you require all Authorised Representatives to receive them.
- 156 It is your responsibility to check the entries on your statement. If anything looks wrong or you don't recognise a transaction, contact us on 13 JUDO (13 58 36) during Business Hours as soon as possible. If we have made a mistake, we will fix it. If you consider or suspect there are unauthorised transactions – see **clause 10.13**.
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### 16. Variations to these Terms and Conditions

- 161 We may change these Terms and Conditions at any time for any of the following reasons:
- to comply with any actual or anticipated change in any relevant law or Applicable Law, code of practice, Regulator guidance or requirement, prudential standard or general banking practice;
  - to reflect any decision of a court, external dispute resolution scheme, Regulator or Government Agency;
  - to reflect a change in our systems or processes, including for information security or technology reasons;
  - as a result of changed circumstances arising from legitimate business purposes (eg. adding new features or benefits to the Term Deposit product);
  - when the cost of providing the Term Deposit product changes, including changes in our funding costs or to the official cash rate or market conditions;
  - to make the Terms and Conditions simpler or clearer or to correct errors, omissions or inconsistencies;
  - to manage any risk, including fraud risk, credit risk, operational risk, regulatory risk or transition risk; or
  - for any other reason to protect our legitimate business interests and providing we reasonably consider it necessary to make that change.
- 162 Where the change is detrimental to you, we will provide you with notice of such changes (see **clause 15** for how we communicate with you) at least 30 days prior to the change taking effect. If you do not wish to be bound by the change, let us know and you can exit this agreement without additional charge subject to the Prepayment Adjustment (see **clause 9**).
- 163 Where the change is not detrimental to you, we will provide you with notice of the changes (see **clause 15** for how we communicate with you) at any time before the day the change takes effect.
- 164 If a Government Agency introduces a charge or changes a charge payable directly or indirectly by you, we will provide you with notice of the changes (see **clause 15** for how we communicate with you) at any time before the day the change takes effect.

## Digital Banking Services – general terms

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### 17. Use of Digital Banking Services

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### 18. Deposits and Withdrawals by electronic transfer

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### 19. Security and Duty of Care

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### 20. Consent to receive Electronic Communication

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### 21. Losses relating to Electronic Instructions.

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## Your responsibilities

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### 22. Liability

- 221 Subject to the rest of this clause, you are responsible to us, and indemnify us, for all liabilities we incur directly or indirectly in relation to your Account or your use of any of our services connected to your Account, except to the extent that the liability arises from our negligence, wilful misconduct, mistake or fraud or those of our officers, employees, contractors or agents.
- 222 We are not responsible for the consequences of anything beyond our reasonable control such as viruses, defects or cyberattacks, or any system, network or equipment failures caused by severe weather events, wars or pandemics so long as we take all reasonable measures to restore any disruption to the services provided under these Terms and Conditions.
- 223 You must pay or reimburse us in full for any liabilities we incur because:
- a. you cease to be an Australian tax resident or, if you are the trustee of a trust, the trust ceases to be an Australian tax resident; and
  - b. you fail to comply with your obligation under **clause 3.5** to inform us if such circumstances occur.
- 224 You are not liable for loss caused by:
- a. fraudulent or negligent conduct by officers, employees or agents of ours or contractors involved in the provision of Digital Banking Services; and
  - b. any unauthorised transactions in the situations set out in **clause 10.13**.
- 225 Where any Applicable Law implies into the Terms and Conditions any term, condition or warranty in respect of financial and banking services provided by us, and that Applicable Law entitles us to do so, our liability for any such breach of any term, condition or warranty shall be limited at our option, to any one or more of the following:
- a. the re-supply of the services; or
  - b. the payment of the cost of having the services supplied again.
- 226 You agree to be responsible for the conduct of your Intermediary and any Authorised Representative. If you wish to revoke an Intermediary's or Authorised Representative's authority to provide Instructions, you must notify us in accordance with **clause 10.3**.



## Disclosure of information

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### 23. Privacy

231 We will collect, use, disclose, manage and protect any Personal Information about you as set out in our Privacy Policy. A copy of our Privacy Policy is available on our Website and may be requested at any time during Business Hours. We may use and disclose the information we collect about you for purposes including to:

- consider your request for a product or service;
- enable us to assess, offer and manage any products and services requested by you;
- identify you or confirm your tax residency status as required by any law, tax treaty or intergovernmental taxation information sharing agreement;
- assist you with enquiries or complaints;
- enable us to comply with our legal and regulatory obligations;
- assist us to manage risk including to protect against fraud, misconduct and unlawful activity;
- deal with persons authorised by you to provide us with information or with our service providers and related entities; and
- inform you about other products or services that may be of interest to you, which you consented to as part of applying for your Term Deposit.

You may change your marketing preferences by telephoning Judo Bank on 13 JUDO (13 58 36) during Business Hours or via the Digital Banking Services (if you use them).

We do not generally disclose your Personal Information to overseas recipients, but further detail is set out in our Privacy Policy, which also contains more detailed information about how we collect, use, disclose and protect your Personal Information, how you may access your Personal Information and seek correction of it and how you can make a complaint if you are not satisfied with how we manage your Personal Information in accordance with the Privacy Act or an applicable code.

- 232 If you do not provide us with the Personal Information that we request, or if it is not complete or accurate, we may be unable to provide you with our products and services. If you give us Personal Information about someone else, you are responsible for providing them with a copy of our Privacy Policy and these Terms and Conditions so that they may understand the manner in which their Personal Information may be collected, used or disclosed by us in connection with your dealings with us.
- 233 You must ensure, and you represent, that all Personal Information you give us is accurate and current at all times. You must notify us of any changes to your Personal Information as soon as practicable and in any event not less than 10 Business Days after a change has occurred.
- 234 In the event that your personal details (e.g. contact information, residential address, telephone number etc.) we hold for one of your Accounts is different or inconsistent with the personal details we hold in respect of another of your accounts with us, we may update your customer record so that your personal details are consistent across all of your accounts by overwriting your earlier personal details with your latest personal details which we have been provided.
- 235 If you are the Account Holder of more than one Account in a different capacity or as a different customer type (e.g. as an individual Account Holder in your own name, as a joint Account Holder in the name of you and your spouse, and also as a Multi-holder Account holder in the name of you and each other Account Holder), we may create a single customer record in your individual name.

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### 24. Tax file number legislation

- 241 Interest you have earned on your Account in a financial year, may be subject to income taxation. You should discuss any taxation issues with an independent taxation advisor.
- 242 We may request your Tax File Number (TFN) (or otherwise proof of exemption) or, if the Account Holder is also a registered trading business, your Australian Business Number (ABN). Provision of your TFN (or exemption) or ABN is not compulsory (although please note that a Term Deposit cannot be opened for an SMSF or business without an ABN as this is part of the identification and verification process). If you do not provide your TFN (or proof of exemption) or ABN, we are obliged to deduct withholding tax at the highest marginal tax rate (plus applicable Commonwealth tax levies, including the Medicare Levy) from any interest you earn on your Account.
- 243 Any provision of your TFN or ABN (or exemption) to Judo Bank is governed by Applicable Law (such as the *Income Tax Assessment Act 1936* (Cth) and the *Tax Administration Act 1936* (Cth)) and the use and disclosure of this information is regulated by Applicable Law too. This means that there are restrictions on what we can do with your TFN or ABN and who we can disclose it to. Provision of your TFN (or exemption) or ABN will automatically apply to any present and future Accounts you have (or may have) unless you otherwise provide Judo Bank with prior notice that you do not wish to provide this information for this particular Account.
- 244 If you, or a Related Person, become non-resident, for taxation purposes, after your Term Deposit is opened, you must notify us of your country of tax residence and we may be required to deduct any applicable non-resident withholding tax from the interest we pay on your Term Deposit and/or may close all of your Accounts with us (see **Clause 12** above).

## Complaints

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### 25. Complaints

251 If you are not satisfied with our product or service, you can register a complaint directly with Judo's Complaints Officer in the first instance:

Phone: 13 JUDO (13 58 56)

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

252 Judo will follow these steps to address and manage your complaint:

- a. make a record of your complaint;
  - b. within one Business Day of receiving a complaint, we will provide you with an explanation of our complaints process, including the relevant timeframe in which we will provide a response; and
  - c. we will aim to investigate and resolve all complaints within 30 calendar days of receipt.
- 

### 26. External dispute resolution

261 If you are not satisfied with how we handle your complaint, you may be able to lodge a complaint directly with either:

- a. the Office of the Australian Information Commissioner (**OAIC**), if your complaint is about the way we handled your Personal Information; or
- b. the Australian Financial Complaints Authority (**AFCA**), of which Judo Bank is a member, if your complaint relates to anything else.

**OAIC can be contacted on:**

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

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

**AFCA can be contacted on:**

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

Website: [www.afca.org.au](http://www.afca.org.au)

[Time limits to make a complaint to AFCA apply.](#)

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## 27. Financial Claims Scheme

- 27.1 You may be entitled to payment under the Financial Claims Scheme in accordance with the relevant Applicable Law. Payments under the Financial Claims Scheme are subject to a limit for each depositor. When considering such a limit as it applies to you, you should take into consideration all accounts (including Accounts) which you may hold with Judo Bank. Information about the Financial Claims Scheme can be obtained from the APRA website at [www.fcs.gov.au](http://www.fcs.gov.au) and the APRA hotline on 1300 55 8849.
- 27.2 You agree that we may provide your Nominated Account details to APRA and/or to the Reserve Bank of Australia or another paying agent linked by APRA for the purposes of the Financial Claims Scheme.

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## 28. Waiver

- 28.1 Any failure by a party to exercise any right under these Terms and Conditions does not operate as a waiver. The partial or single exercise of any right by that party does not preclude any other or further exercise of that or any right by that party.

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## 29. Severance

- 29.1 If any part of these Terms and Conditions is found to be void or unenforceable, the remainder of the Terms and Conditions will continue to apply, to the extent possible, as if the void or unenforceable part had never existed.

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## 30. Jurisdiction

- 30.1 These Terms and Conditions are governed by, and construed under, the laws of the State of Victoria, Australia. In relation to any proceedings about, or in connection with, your Term Deposit Account, you agree to submit to the non-exclusive jurisdiction of any court of competent jurisdiction in Victoria, Australia.

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ABN 11 615 995 581 | Australian Credit Licence and AFSL 501 091

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