

## Terms and Conditions

### 1 Background

- 1.1 TTDS Holdings Pty Ltd ACN 140 742 383 (AFSL 344 582) and its authorised representative The Term Deposit Shop Pty Ltd ABN 97 159 123 001 (Authorised Representative Number 438880) ('TTDS') carries on the business of providing information to its clients about alternatives for depositing money into various term deposit accounts, and assisting its clients to open and manage the accounts.
- 1.2 TTDS will provide services to the client named in the Client Agreement or otherwise recorded in the online application ('the Client') in accordance with these Terms and Conditions.
- 1.3 The Terms and Conditions include and are subject to any special conditions agreed between the Client and TTDS set out in the Client Agreement or otherwise agreed to in writing by TTDS ('Special Conditions'). To the extent that there are any inconsistencies between the Terms and Conditions and the Special Conditions the Special Conditions prevail to the extent of that inconsistency.
- 1.4 The Client agrees to these Terms and Conditions and any Special Conditions as agreed to in writing by TTDS.
- 1.5 All references to term deposit accounts in this Agreement include deposit accounts with set maturity dates and any other type of interest bearing deposit products, including Cash Management Accounts and internet based savings accounts.
- 1.6 A reference to the "Client Agreement" means the agreement signed by the client, authorising TTDS to perform the Services, among other things.
- 1.7 A reference to the client's "Clearing Account" means that the client has chosen to give TTDS transactional authority on a bank account in the client's name; thereby enabling TTDS to transfer funds between ADI's on behalf of the client.
- 1.8 A reference to "this Agreement" means these Terms and Conditions (as amended) together with the Client Agreement and TTDS' Privacy Policy.
- 1.9 Except as where expressly defined, all words and phrases used in these Terms and Conditions shall have the same meaning if any, given to them in the Client Agreement, however, that where there is any inconsistency, the meaning shall be as defined in these Terms and Conditions to the extent of that inconsistency.

### 2 Services

- 2.1 TTDS will provide information to the Client about:
  - 2.1.1 term deposit accounts with different banks, credit unions, building societies, and other Authorised Deposit Taking Institutions permitted under the Banking Act 1959 (Cth) to take deposits ('ADIs'); and
  - 2.1.2 the prevailing interest rates for those term deposit accounts.
- 2.2 TTDS will, on the Client's instructions:
  - 2.2.1 open a term deposit account selected by the Client ('the Client's Account');
  - 2.2.2 collate, complete and lodge documents with the relevant ADI;
  - 2.2.3 nominate TTDS's address as the address for service of statements and other correspondence from the ADI in respect of the Client's Account;
  - 2.2.4 assist and facilitate in arranging for the Client to deposit funds into the Client's Account; for the avoidance of doubt this includes instructing the ADI to direct debit funds from an account to be nominated by the client; and where the client has a Clearing Account to instruct the ADI where the Clearing Account is held to direct debit funds from an account to be nominated by the client.
  - 2.2.5 on maturity of the Client's Account collate, complete and lodge documents regarding the release of funds from the Client's Account or to roll over the Client's Account to a new account; and where the client has a Clearing Account to instruct the ADI where the Clearing Account is held to direct debit funds from an account to be nominated by the client.
  - 2.2.6 liaise with the ADIs generally in respect of the Client's Account.
  - 2.2.7 accept instructions from the intermediary where one has been appointed (together 'the Services')

### 3 Transactions

- 3.1 The Client warrants that it has provided accurate transaction details to TTDS.
- 3.2 The Client acknowledges that:
  - 3.2.1 Providing the transaction instructions to TTDS does not indicate that a transaction has been successfully completed; and
  - 3.2.2 TTDS will provide a transaction confirmation when the ADI has confirmed that the transaction has been completed.
  - 3.2.3 The Client will notify TTDS immediately if the transaction confirmation details are incorrect.

to TTDS and the transaction is completed.

### 4 Renewal and Maturity of Account

- 4.1 TTDS will provide notice to the Client prior to the date of the Client's Account maturing to seek instructions for the action required on the maturity of the Client's Account.
- 4.2 If the Client does not provide instructions prior to the Client's Account maturity date:
  - 4.2.1 Where the Client has a Clearing Account referred to in clause 9, TTDS will instruct the ADI to deposit the funds into the Clearing Account. TTDS will then deposit the funds into an account to be nominated by the client if applicable.
  - 4.2.2 Where the client does not have a Clearing Account referred to in clause 9, TTDS will instruct the ADI to deposit the funds into an account to be nominated by the client.

### 5 Client's Obligations

The Client will:

- 5.1 provide to TTDS any number of forms of identification that TTDS require to open and maintain the Client's Account and will provide certified copies of that identification if requested by TTDS;
- 5.2 provide any information TTDS reasonably requires to allow TTDS to verify the Client's identification electronically or over the telephone where required;
- 5.3 provide instructions to TTDS in a timely and clear manner and, if requested by TTDS in writing; and
- 5.4 do all things reasonably requested by TTDS to assist TTDS to provide the Services.

### 6 Interest

- 6.1 Where the Client has a Clearing Account referred to in clause 9:  
Unless the Client instructs TTDS otherwise, TTDS will arrange for payment of interest by the relevant ADI on the Client's Account to be made into the Clearing Account; and pay the balance of the interest after deduction of the costs referred to in clause 7 into an account to be nominated by the Client, if applicable.
- 6.2 Where the Client does not have a Clearing Account referred to in clause 9:  
Unless the Client instructs TTDS otherwise, TTDS will arrange for payment of interest by the relevant ADI on the Client's Account to be made directly into an account to be nominated by the Client.

### 7 Costs

- 7.1 TTDS will charge a service fee based on a percent per annum (excluding Goods and Services Tax) of the principal of the Client's Account, to be paid out of the interest earned on the Client's Account ('the Service Fee'). For example, if a Client's Account is receiving interest of 3.10% per annum and the Service Fee is 0.10% per annum, the Client will receive 3% per annum and TTDS will receive a Service Fee of 0.10% per annum, excluding Goods and Services Tax.
- 7.2 Subject to clause 7.3, the Service Fee is payable by the Client:
- 7.2.1 each time that interest is paid by the relevant ADI on the Client's Account; and
  - 7.2.2 each time the Client's Account matures, is rolled over or the funds are released (whether on maturity or prior to maturity).
- For the avoidance of doubt, where interest is paid at maturity the applicable Service Fee is only payable once, not twice.
- 7.3 If the relevant ADI agrees, TTDS may receive payment of the Service Fee directly from the ADI prior to the times referred to in clause 7.2.
- 7.4 Where clause 7.3 applies, the total interest received by the Client will be net of the Service Fee.
- 7.5 The rate of the Service Fee may be varied by TTDS at any time but will only take effect in respect of any future Client's Accounts to be opened, or following a roll over. If TTDS chooses to vary the Service Fee, it will provide the Client notice prior to the maturity date, outlining the Service Fee that will apply in the future.
- 7.6 The Client is responsible for any ADI, government or other fees arising in connection with the Client's Account.

### 8 Client Instructions

- 8.1 Where the Client comprises two or more persons, each person authorises TTDS to take instructions relating to the provision of the Services from one of the persons, or any other person specified in the Special Conditions, on behalf of the Client.
- 8.2 Where the Client is a corporation within the meaning under the Corporations Act 2001 (Cth), the Client authorises TTDS to take instructions relating to the provision of the Services from any of its directors, secretaries, authorised agents or by any other person(s) nominated by the Client in the Special Conditions or nominated subsequently in writing.

### 9 Clearing Account

Where the Client has chosen to operate a Clearing Account, the following applies:

- 9.1 A new transactional bank account is opened in the client's name that is managed by TTDS or the client authorises TTDS to have transactional authority on an existing bank account in the name of the client.
- 9.2 Where the client has an existing account that they elect to use as their Clearing Account, the client acknowledges that by signing the Client Agreement this provides TTDS the permission to be appointed as the Third Party Authority Financial Services Professional, and to have access and / withdrawal authority on the cash management account. This also provides the ability to appoint TTDS as the Financial Services Company to hold "General Withdrawal Authority", and TTDS to have the permission to cancel any existing Third Party Authorities or Company Access where required on the account. This is explicitly in reference to the Macquarie Third Party Authority form where utilised.
- 9.3 For the avoidance of doubt; where an ADI's internal processes require that a transactional bank account be opened in order to access other deposit products the Client authorises TTDS to have transactional authority on that account.
- 9.4 The Client acknowledges that TTDS cannot transfer the Client's funds out of the Clearing Account and deposit the Client's funds with an ADI unless and until the Client's funds have cleared in the Clearing Account.
- 9.5 The Client authorises TTDS to deposit, or to instruct the ADI to deposit, the Client's funds in the Clearing Account whenever the funds are not on deposit with an ADI.
- 9.6 Subject to clause 9.5, TTDS must not use the Client's funds in the Clearing Account except as authorised by the Client.
- 9.7 The Client authorises TTDS to pay the Service Fee to itself from the Clearing Account.

### 10 Direct Debit Request and Authority

This clause 10 applies where the client has chosen not to have a clearing account. Funds are instead transferred directly between the Client's nominated external account and the ADI of their choosing.

- 10.1 The Client requests and authorises that TTDS (Direct Debit user ID 410873) debit directly from the Client's nominated account the Service Fee each time an event in clause 7.2 occurs. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated in your Client Agreement or otherwise provided to TTDS in your online application and will be subject to the terms and conditions of this agreement.
- 10.2 The direct debit will occur on the following terms:
- 10.2.1 We will only arrange for funds to be debited from your account in accordance with this Agreement.
  - 10.2.2 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
  - 10.2.3 TTDS will only change the direct debit amount in accordance with this Agreement.
  - 10.2.4 TTDS may directly debit the Client's nominated account until this Agreement is terminated in accordance with clause 11.
- 10.3 Before agreeing to allow direct debiting of your account, you should check:
- 10.3.1 with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
  - 10.3.2 your account details which you have provided to us are correct by checking them against a recent account statement.
- 10.4 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

- 10.5 If there are insufficient clear funds in your account to meet a debit payment:
  - 10.5.1 you may be charged a fee and/or interest by your financial institution;
  - 10.5.2 you may also incur fees or charges imposed or incurred by us; and
  - 10.5.3 you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 10.6 You should check your account statement to verify that the amounts debited from your account are correct.
- 10.7 If TTDS is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay TTDS on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 10.8 If you believe that there has been an error in debiting your account:
  - 10.8.1 you should notify TTDS immediately and confirm that notice in writing so that we can resolve your query more quickly; or
  - 10.8.2 you can take up the issue with your financial institution directly.
- 10.9 If TTDS concludes as a result of their investigations that your account has been incorrectly debited they will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. They will also notify you in writing of the amount by which your account has been adjusted.
- 10.10 If TTDS concludes as a result of their investigations that your account has not been incorrectly debited they will respond to your query by providing you with reasons and any evidence for this finding in writing.

## 11 Term and Termination

- 11.1 This Agreement:
  - 11.1.1 commences on the date of this Agreement and will continue until:
    - 11.1.1.1 either party provides three business days written notice to the other party to terminate this Agreement; or
    - 11.1.1.2 the Client enters into a new Client Agreement with TTDS; and
  - 11.1.2 will apply to each of the Client's Accounts unless notified by TTDS.
- 11.2 If this Agreement is terminated during the term of the Client's Account, TTDS is entitled to the Service Fee payable in respect of the Client's Account for the whole of the term of the Client's Account and all obligations under this Agreement will continue until maturity of the Client's Account and until payment of the Service Fee.

## 12 Confidentiality and Privacy

- 12.1 TTDS must keep confidential any of the Client's confidential information (in any form) ('the Confidential Information') and will comply with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals. .
- 12.2 TTDS may disclose the Confidential Information:
  - 12.2.1 to any ADI or its employee or contractor;
  - 12.2.2 to an employee or contractor of TTDS; or
  - 12.2.3 where the disclosure is required by law or rules of stock exchange, government or government agency having jurisdiction over TTDS.
- 12.3 If the Client does not provide the Confidential Information requested by TTDS on this form, or via an online application, TTDS may be unable to process the application. For further information on the way TTDS manages personal information, refer to the TTDS [Privacy Policy](#) available on the TTDS website. By signing the Client Agreement the Client agrees that TTDS may disclose the client's personal information in order to provide the services as described in this Agreement.
- 12.4 This clause 12 survives termination of this Agreement.

## 13 Information about Products

The Client acknowledges that:

- 13.1 It has read the product terms and conditions, and the relevant Target Market Determination, from the relevant ADI before making any decision to apply for the term deposit product.
- 13.2 Where the client has not received personal financial advice, it is in the Target Market for the relevant product.
- 13.3 TTDS will use best endeavors to make relevant ADI's terms and conditions, and Target Market Determination documents, available on its website, however it provides no warranty that they are current.

## 14 Tax File Number Disclosure

- 14.1 TTDS has requested the Client's Tax File Number ('TFN') to facilitate the provision of the Services. The Client is aware that it does not have to provide its TFN, but if the Client does not do so, the Client may be taxed at the highest marginal rate.
- 14.2 Where the Client has provided its TFN, TTDS will collect and maintain a record of its TFN on a confidential basis and will only use the TFN for the sole purpose of performing the Services. TTDS may also give the Client's TFN to the Commissioner of Taxation. For more information on the way TTDS collects and stores personal information, please refer to the TTDS Privacy Policy available on the TTDS website.

## 15 Liability

- 15.1 The Client acknowledges that:
  - 15.1.1 TTDS is providing information only and is not providing financial advice;
  - 15.1.2 the Client is choosing which term deposit accounts to deposit its funds into, not TTDS;
  - 15.1.3 TTDS is only providing information about term deposit accounts and no other financial products or other asset classes;
  - 15.1.4 TTDS is not providing information about all term deposit accounts available in the market; and
  - 15.1.5 the Client should seek financial advice from a financial professional if the Client requires advice about the Client's particular circumstances or about different classes of investments.
- 15.2 The Client indemnifies TTDS from and against any and all loss, damage or liability suffered by TTDS in the course of performing the Services, subject to law.
- 15.3 TTDS will be liable to the Client, and only the Client, for any direct (but not any indirect or consequential) loss or damage caused by fault on the part of TTDS as a result of performing the Services. TTDS will not be liable for any loss suffered by the Client in respect of the Client's choice of the Client's Account or the performance of the Client's Account or the performance of the relevant ADI.
- 15.4 Where the Client is made up of two or more persons, all of the persons together are the Client and are jointly and severally liable under clauses 15.2 and 15.3.

### 16 Dispute Resolution

- 16.1 Any dispute that may arise out of the relationship between TTDS and the Client will be addressed in accordance with TTDS's internal dispute resolution processes. Further details of these processes will be provided by TTDS at the Client's request.
- 16.2 If any dispute between the Client and TTDS has not been resolved to the Client's satisfaction, the Client may refer the matter to the Financial Ombudsman Service.

### 17 Use of TTDS website

- 17.1 The TTDS website ("the Website") is owned by TTDS. Your access to the Website is subject to these terms and conditions, the terms of the Privacy Policy, disclaimers and any other terms and conditions or other statements contained on the Website (referred to collectively as "Website Terms and Conditions"). By using the Website you agree to be subject to the Website Terms and Conditions.
- 17.2 The Website is only for the use of persons accessing the website from within Australia. The products and services described in the Website are only available to persons accessing the Website from within Australia.
- 17.3 Unless otherwise expressly stated to the contrary, the Website is not designed for the purpose of providing financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs.
- 17.4 You should assess whether the information on the Website is appropriate to your particular investment objectives, financial situation and investment needs. You should do this before making an investment decision on the basis of the information on the Website. You can either make this assessment yourself or seek the assistance of an adviser.
- 17.5 TTDS has taken every reasonable step to make sure that the information contained on the Website is accurate and up to date. However, we can accept no liability for any errors or omissions except where the error is the result of a failure by TTDS to exercise due care and skill in providing the Services. We reserve the right to add, amend or delete information from the Website at any time.
- 17.6 The Website may contain links to other websites or pages that are not operated by TTDS. Such links are provided for convenience and information purposes only. TTDS has not verified, and is not responsible for, the content of any other websites or pages linked to or linking to the Website. TTDS does not endorse, approve or recommend the operators of those websites or the content of those websites. Subject to any applicable law which cannot be excluded, TTDS makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of the goods or services available from these persons. Your obtaining of goods or services from these persons is at your own risk. You indemnify TTDS against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third party referred to in the Website.
- 17.7 If you provide a link to the Website on another website (Site), you must ensure that this Site does not contain any material that is offensive or distasteful, contravenes any law, disparages or adversely affects the brand or reputation of TTDS or the goods and services offered by the TTDS, or makes any representations about TTDS or its goods or services, including any representations of any endorsement, sponsorship, affiliation or approval of you or the Site by TTDS or passes off TTDS's documents or information as your own.
- 17.8 Following links to any other websites or pages or linking this website to another Site is entirely at your own risk and TTDS shall not be responsible or liable for any losses, damages or expenses arising in connection with such linking.
- 17.9 TTDS makes no warranty that the Website and its content are free from viruses or anything else that has contaminating or destructive properties. To the maximum extent permitted by law, TTDS will not be liable in any way for any loss or damage suffered by you through use or access to this website, or TTDS's failure to provide the Website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide the Website or any part of it, or for any problems with the Website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying the Website or any part of it to you, or to paying for the resupply of the Website or any part of it to you.
- 17.10 TTDS treats security seriously. We have asked you to provide us with a password to help us protect your information. This, when used in conjunction with your User ID, will allow you into the part of the site that contains your personal information. In this respect, you agree to:
- 17.10.1 securely store your username and password away from unauthorised persons;
  - 17.10.2 give TTDS such information as requested from time to time in respect of access to the Website by you or by any other person who may have, or be permitted to have, such access; and
  - 17.10.3 immediately notify TTDS on becoming aware of, or suspecting, unauthorised access to the Website.
- 17.11 You agree that TTDS can assume that any person using any username or password allocated to you is authorised by you to access the Website (regardless of that person's true identity) and to carry out their activities concerning the Website. To this end, you agree to indemnify TTDS against all losses, costs, expenses, claims, damages and liability which may be suffered by you or TTDS as a result of any access to the Website by a person under your username and/or password.
- 17.12 You accept that the security measures which TTDS has implemented in respect of the Website may not be adequate to protect against unauthorised dealings connected with the Website, be those dealings interception, intellectual property infringement, activities aimed at corrupting information, equipment or software, or otherwise.
- 17.13 You agree that we may terminate any person's permission to access the Website at any time, effective immediately without notice.

### 18 Copyright

- 18.1 Except where necessary for viewing the documents or information on the Website on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms and Conditions, no documents or information on the Website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed, stored, published, displayed or transmitted in any form by any process and you may not create derivative works from any part of the Website or commercialise any information obtained from any part of the Website without the specific written consent of TTDS or, in the case of third party material, from the owner of the copyright in that material.

### 19 General Provisions

- 19.1 This Agreement is governed by the laws of South Australia and the Commonwealth of Australia
- 19.2 These Terms and Condition can be modified at any time by TTDS and you agree to continue to be bound by these Terms and Conditions as modified. We will give you notice of these changes by publishing revised Terms and Conditions on the Website, TTDS will not separately notify you of these changes.
- 19.3 If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms and Conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.