





- 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

16.2 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.