



Judo Bank Term Deposit Accounts Terms and Conditions

16 June 2021



Contents

1.	Defined terms	3
	Accounts	5
2.	General Requirements	5
3.	Account Holder Eligibility.....	6
4.	Multi-holder Accounts	7
5.	Authorised Representatives	7
6.	Term Deposits.....	7
7.	Interest on Accounts	8
8.	Loyalty Bonus	9
9.	Fees and Taxes.....	9
	Account Transactions	9
10.	Instructions and other transactions.....	9
11.	Making deposits.....	10
12.	Closure and blocking of Accounts	11
13.	Death of an individual Account Holder or Authorised Representative	12
	How we communicate with you	12
14.	Information we provide.....	12
15.	Account information	13
16.	Variations to these Terms and Conditions.....	13
	Electronic Banking Services – general terms.....	14
17.	Use of Electronic Banking Services	14
18.	Deposits and Withdrawals by electronic transfer	14
19.	Security and Duty of Care	14
20.	Consent to receive Electronic Communication.....	15
21.	Losses relating to Electronic Instructions	15
	Your responsibilities	16
22.	Liability.....	16
	Disclosure of information.....	17
23.	Privacy	17
24.	Tax file number legislation	17
	Errors and Complaints	18
25.	Errors.....	18
26.	Complaints	18
27.	External dispute resolution	18
28.	Financial Claims Scheme.....	19

About Judo Bank

This document sets out important information that you need to know about Judo Bank's Term Deposit product. This document sets out the key features and Terms and Conditions for those wishing to apply for a Term Deposit with us and applies to you once you make a Term Deposit application and/or deposit funds with us towards an Account. If you become an Account holder, please keep a copy of this document and any other related documentation for future reference. 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. The information in this document is subject to change.

These Terms and Conditions, along with the Interest Rate that applies to your Term Deposit and the application form that you completed when applying for a Term Deposit, govern your relationship with Judo Bank.

Please ensure you have read and understood these Terms and Conditions, a copy of which can also be found on our website at judo.bank.

For up-to-date information, including current Interest Rates applicable to our Term Deposit product, please visit us at judo.bank.

'Judo Bank' is the trading name of 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.

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. If you may have a need to immediately withdraw or transfer funds in your Term Deposit, other deposit products may be more suitable. You should read these Terms and Conditions and other relevant product documents and consider them prior to making a decision to acquire the Term Deposit product.

1. Defined terms

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

Account means a Term Deposit account provided by Judo Bank;

Account Holder means the holder of an Account, who is responsible for all transactions on the Account;

Applicable Law 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;

APRA means the Australian Prudential Regulation Authority;

ASIC means the Australian Securities and Investments Commission;

AUSTRAC means the Australian Transaction Reports and Analysis Centre;

Authorised Representative means the person(s) authorised by an Account Holder to operate an Account on behalf of the Account Holder;

Break Costs means the costs associated with future cash flow losses incurred by us as a result of interest rate

differentials that exist between wholesale market rates applicable to a Term Deposit and current wholesale market rates applicable for the remaining period of a Term Deposit, adjusted to reflect the net present value. Break costs increase in line with increases in interest rates, the amount withdrawn and the market margin and may be applied to the portion of funds withdrawn from your Term Deposit prior to the Maturity Date at the time of early withdrawal, if we allow such a break;

Business Day means a day on which Australian banks are open for business in Australia, excluding public holidays and weekends;

Electronic Banking Services means the online web-based banking services provided by us via the Website and the Mobile App, or other electronic services provided by us from time to time;

Government Agency means any Australian government regulatory agency or body, having jurisdiction or authority or regulatory oversight over Judo Bank and its operations;

Grace Period 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;

Instruction means a written instruction from you, your Authorised Representative or your Intermediary in relation to the operation of your Account each of which the Account Holder remains liable and responsible for at all times;

Interest Rate means the applicable interest rate payable on funds held in an Account;

Intermediary means an approved third party 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, or to give Instructions on the Account Holder's behalf;

Maturity Date means the date upon which a Term Deposit period expires;

Mobile App means the computer application for use in connection with the Electronic Banking Services, which we make available for you to download and install on your Mobile Device from selected digital media stores;

Mobile Device means any mobile phone, smartphone, tablet computer or other applicable device onto which the Mobile App has been installed and is able to be operated from;

Multi-holder Account means an Account held by more than one Account Holder, including but not limited to a joint-Account, a non-regulated trust Account where there is more than one trustee, or a partnership Account;

Nominated Account means an external bank account with an Australian authorised deposit-taking institution:

- (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;

Personal Information has the same meaning given in the *Privacy Act 1988* (Cth);

Privacy Policy means Judo Bank's Privacy Policy & Credit Reporting Policy which can be found on our Website;

Regulator 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;

Related Person 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;

Term Deposit means an Account offering the certainty of a fixed rate of return on funds on deposit for a defined deposit term;

Terms and Conditions means these terms and conditions and includes all schedules, annexures, incorporated terms and any additional, varied or replacement terms and conditions, if applicable, that we notify to you;

we/us/our/Judo Bank 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;

Website means judo.bank; and

you/your means an Account Holder or an Authorised Representative (as the context requires). If there is more than one of these persons, 'you' or 'your' means each of you separately and every two or more of you jointly. 'You' and 'your', includes successors and assigns.

Accounts

2. General Requirements

- 2.1 An Account is only available in Australian dollars to Australian tax residents. Accounts are not available to non-residents of Australia.
- 2.2 No Account may at any time have a debit balance.
- 2.3 We will provide you general information (which may consist of or include material made available by a Government Agency) about the 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 signatories to that 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 signatories to the proposed Account, do not meet our identification requirements.
- 2.4 You acknowledge that we may delay, intercept, block, freeze or refuse any transaction or to make a payment if we believe on reasonable grounds that the transaction or making a payment may breach any Applicable Law in Australia or any other country, and we will not incur any liability to you or any third party (including consequential loss) as a result of such delay, interception, blocking, freeze or refusal. You warrant to us that:
 - (a) the payment of monies in accordance with any Instructions received by us will not breach any Applicable Law in Australia or any other country; and
 - (b) you will not initiate or effect any transaction that may breach any Applicable Law in Australia or any other country,and you indemnify us against any potential losses arising from any breach by you of the above warranties.
- 2.5 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 with 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 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 warrant 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.

- 2.6 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.

3. Account Holder Eligibility

- 3.1 We may, at our sole discretion, decline to accept any person as an Account Holder of Judo Bank.

- 3.2 All Accounts are available to the following persons:

- (a) one individual – where the Nominated Account is in the name of the individual;
- (b) two individuals – where the Nominated Account is in the name of one or both of those individuals;
- (c) 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;
- (d) trustee(s) of a regulated superannuation fund (one company and/or up to 4 individual trustees) – where the Nominated Account (if applicable) is in the name of trustee(s) as trustee(s) of the relevant regulated superannuation fund;
- (e) a company – where the Nominated Account is in the name of the company;
- (f) a partnership – where the Nominated Account is in the name of the partnership;
- (g) an incorporated or unincorporated association – where the Nominated Account is in the name of the incorporated / unincorporated association; and
- (h) any other person approved by Judo Bank.

- 3.3 Your residential, registered office and postal addresses (as applicable) must be in Australia. You must be an Australian tax resident and, if you are the trustee of a trust, the trust must be a qualifying trust for tax purposes 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. If this is the case, we reserve the right, at our sole discretion, to return your funds and close all of your Accounts. We may also be required to disclose this to any other person or a Regulator if required by any relevant Applicable Law.

- 3.4 You are required to nominate and provide us with your Nominated Account details which will be used to credit funds to your Australian financial institution, if a payment is required. Your Nominated Account must be a valid Australian bank account. Your Nominated Account must be held by you in an Australian authorised deposit-taking institution which can accept credit funds. We may at any time contact you and your external bank to verify your Nominated Account. 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 RBA 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.

- 3.5 Each individual Account Holder must be aged 18 years or over.

4. Multi-holder Accounts

- 4.1 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 deemed to be given on behalf of all Account Holders of a Multi-holder Account. All communications, including notices, given to one Account Holder will be deemed to be given to both or all of the Account Holders of a Multi-holder Account.
- 4.2 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.
- 4.3 All Account Holders of a Multi-holder Account are jointly and severally liable and jointly and severally responsible for the Multi-holder Account.
- 4.4 For the avoidance of doubt, joint Accounts are held jointly by all Account Holders meaning that each Account Holder has the right to all funds in the Account.
- 4.5 If we are made aware of any dispute on a joint Account by a joint 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 or may, at our discretion, block access to or suspend the Account until the dispute is resolved.

5. Authorised Representatives

- 5.1 An Account Holder may nominate up to six Authorised Representatives, provided they meet the requirements of these Terms and Conditions.
- 5.2 Each Authorised Representative must be aged 18 years or over.
- 5.3 Each Authorised Representative has full authority on an Account as if they were the Account Holder. Notices will be sent to each Authorised Representative unless otherwise notified by us. Each Authorised Representative is jointly responsible for the Account with the Account Holder(s) as if they were an Account Holder. Each Authorised Representative is also responsible for the performance of any obligations of the Account Holder(s).

6. Term Deposits

- 6.1 All Term Deposits offered by Judo Bank are subject to availability and may change from time to time. A Term Deposit may be removed from offer by Judo Bank at any time. While Judo Bank has taken care to ensure that this information is accurate at time of publication, the offer of any Term Deposit remains at Judo Bank's discretion at all times.
- 6.2 When you apply for a Term Deposit with us, you will be offered one or more of the following maturity options:
- (a) reinvestment of the entire Account balance as at the Maturity Date into a new Term Deposit. If you have not provided us with any Instructions, your Account will default to this option 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;
 - (b) 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 one of your existing Accounts or into your Nominated Account; or

(c) payment of the entire Account balance as at the Maturity Date into your Nominated Account.

- 6.3 You may modify your maturity Instructions subject to the applicable cut off times.
- 6.4 Where your Term Deposit reinvests, you have a Grace Period commencing on the Maturity Date and lasting for 10 calendar days. During this time, you can choose to withdraw, top up, change terms or transfer the funds in your Account without incurring any penalties.
- 6.5 We may, at our sole discretion, allow you to break your Term Deposit before the Maturity Date, subject to you first providing us with a request in writing no less than 31 calendar days' prior, unless financial hardship applies.
- 6.6 If we allow you to break a Term Deposit prior to the Maturity Date, we will transfer the entire balance less any outstanding fees and prepayment cost (see clause 9) electronically to your Nominated Account.
- 6.7 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.

7. Interest on Accounts

- 7.1 Interest is payable on your Account.
- 7.2 Interest begins to accrue on the day the opening deposit is made to the Account. Interest is calculated daily, on each daily closing balance 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 to the daily closing balance, in accordance with the following formula:
- (a) $\text{Daily closing balance} \times (\text{applicable Interest Rate}/365)$
- 7.3 The applicable Interest Rate that applies to your Account is set out in your Account summary when you log-in to the Electronic Banking Services or as communicated via an alternative method as agreed by Judo Bank.
- 7.4 Different Interest Rates may apply:
- (a) to different balance ranges within a particular Account; and
- (b) subject to the nature of the business the Account applies to (e.g. personal, business, trust, self-managed superannuation fund etc.).
- 7.5 The applicable Interest Rate for an Account may also vary subject to the term and interest payment frequency. For each accepted Term Deposit, the applicable Interest Rate remains fixed for the term of that Account until its maturity (subject to clause 9). Different Interest Rates may apply subject to the balance or term of the particular Term Deposit.
- 7.6 Information on current Interest Rates is available on our Website or via another method of communication as at Judo Bank's discretion.
- 7.7 Interest is paid monthly, annually or at maturity (as applicable) as nominated by you when you apply for your Term Deposit and otherwise Instruct us.

- 7.8 From time to time, we may (at our sole discretion) offer to selected Account Holders 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).
- 7.9 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.
- 7.10 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).

8. Loyalty Bonus

- 8.1 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 and you hold all your funds in your Account until the Maturity Date of your new Term Deposit. You will not be eligible for the Loyalty Bonus if you withdraw or transfer the funds in your Account before the Maturity Date of your new Term Deposit.
- 8.2 Loyalty Bonuses are not transferable and are not cumulative and will be added to the standard Term Deposit Interest Rate applicable at the time your Account balance is reinvested.

9. Fees and Taxes

- 9.1 If we allow you to terminate your Term Deposit prior to the Maturity Date, a prepayment cost may be payable by you, equal to our Break Costs (as determined by us). The prepayment cost may be deducted from the principal or the interest of your Term Deposit payable at the termination date.
- 9.2 A prepayment cost will not apply to customers suffering financial hardship or if the Term Deposit is terminated within a Grace Period in accordance with clause 6.4.
- 9.3 We may debit from any of your Account(s) any applicable tax and charges payable to a Government Agency.
- 9.4 You must pay or reimburse us in full, on demand, in respect of any liability we may incur for not deducting any amount from such payments on account of tax.

Account Transactions

10. Instructions and other transactions

- 10.1 Instructions must at all times be given to us in accordance with our directions. Upon receipt of an Instruction, we may assume that Instruction to be valid and duly given. 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.
- 10.2 We may refuse to act on any Instructions:
- (a) which we consider may be invalid, not given in accordance with our directions, given without your authority or that are unlawful or unclear; or

- (b) 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 which case, we may also elect to suspend the Account.

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

- 10.3 You may, at any time revoke an authorisation given to an Intermediary or Authorised Representative. Unless we have received a written revocation of an authority (and we have acknowledged receipt of same in writing), we will continue to accept Instructions from the Intermediary or Authorised Representative on your behalf on the assumption that such Instructions are valid and authorised. An Account Holder will be liable for any transactions made on their Account prior to the authority of any Intermediary or Authorised Representative being cancelled.
- 10.4 We may, at any time, withdraw our recognition and/or approval of an Intermediary or Authorised Signatory, 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 Signatory on your behalf.
- 10.5 We may put limits on certain Instructions or types of Instructions.
- 10.6 The recording by us, in whatever form, of an Instruction will be conclusive evidence of the contents of that Instruction.
- 10.7 Daily cut-off times for Instructions are at our discretion and may change at any time and may vary depending on the type of Instruction. The current daily cut-off times for Instructions are 1pm AEST. If your Instruction is received after the relevant daily cut-off time, it will be processed on the next Business Day.
- 10.8 You may be able to change or withdraw an Instruction prior to its processing, if you give us sufficient notice in the form we require.
- 10.9 If there are insufficient funds in your Account to complete the transaction, we may refuse to process an Instruction.
- 10.10 Funds will not be available until they are deemed "cleared funds".
- 10.11 If an Instruction or other transaction falls on a non-Business Day, it may be processed on the following 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.
- 10.13 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.

11. Making deposits

- 11.1 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 deposit money into your Account by other payment methods at our discretion.
- 11.2 When applying for a Term Deposit you will be asked during the application process 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 to deposit funds into your Account in order to complete your Term Deposit.

11.3 You can make multiple deposits into your Account up to the Commitment Amount. If you wish to deposit more than your Commitment Amount, you cannot make any further deposits into your Account after the deposit which exceeds your Commitment Amount.

11.4 The minimum deposit amount is \$1,000 or such other amount as we agree (**Minimum Amount**).

11.5 The Term Deposit will be fixed with whatever funds have been deposited in your Account on the earlier of the date that is ten (10) calendar days from the date your Account was opened, provided the balance in the Account is at least the Minimum Amount, and the date any deposit exceeds your Commitment Amount.

11.6 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 or a Regulator if required by any relevant Applicable Law.

11.7 Your external bank may have some limitations on the amount of funds that can be transferred daily to your Account so please check with them.

11.8 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.

12. Closure and blocking of Accounts

12.1 We reserve the right at our sole discretion to close any or all of your Accounts (and may disclose this to any other person or a Regulator if required by any relevant Applicable Law) 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 identity, tax residency or source of funds if requested by us;
- (c) you cease to be an Australian tax resident;
- (d) we are required by a Regulator or by court order or by law to do so;
- (e) we have ceased to offer the relevant Term Deposit;
- (f) we 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 the breach occurring;
- (g) you cease to meet, or we become aware that you do not meet, the requirements of clauses 3.2 – 3.4 regarding your eligibility as an Account Holder;
- (h) you are assessed (by us, acting reasonably) as being a recalcitrant Account Holder (including if you are 'recalcitrant' within the meaning of any Applicable Law);
- (i) you are involved in, or convicted of, any serious criminal offence, serious misconduct, fraudulent activity or breach of law;
- (j) you close your Nominated Account; or
- (k) we consider it necessary, in our reasonable opinion, to protect our legitimate business interests (including protecting us against legal or regulatory risks that we deem to be unacceptable) or the integrity of the banking system.

- 12.2 Subject to clauses 6.5 to 6.7, we will close your Account upon your Instruction even if it is in credit. Any Instruction to close an Account must be in writing. Where you request to close all of the Accounts you hold with us, we may specify a day by the end of which you must Instruct us to transfer the amount of any credit balance in your Accounts to your Nominated Account (or to another external account approved by us). You must comply with this notice to Instruct us to transfer the credit balance before we can close your Account(s).
- 12.3 If clause 12.1 applies, 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. Any exercise of our rights under this clause 12.3 does not prejudice our right to close your Account under clause 12.1 at a later time.
- 12.4 If, when your Account is closed by us in accordance with clause 12, we are unable to pay the balance to your Nominated Account, we may pay the balance of your Account plus accrued interest to a non-interest bearing account with us. 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.

13. Death of an individual Account Holder or Authorised Representative

- 13.1 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 request.
- 13.2 In the event of the death of an individual Account Holder 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.

How we communicate with you

14. Information we provide

- 14.1 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.
- 14.2 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.
- 14.3 We are not responsible for any loss arising out of your Account(s) or use of any services offered through Judo Bank because of the information made available by us, other than in the case of our negligence, wilful default or fraud.

15. Account information

- 15.1 Unless otherwise required by Applicable Law, we will make available:
- (a) any statements we issue for all your Account transactions;
 - (b) details of Term Deposits through the Electronic Banking Services;
 - (c) notification of updates to our Website; and
 - (d) notification of the availability of statements,
by electronic communication.
- 15.2 For Term Deposits with terms greater than one year, we will issue you with a statement at least annually, unless otherwise agreed.
- 15.3 Where applicable, you may access your annual withholding tax reports and summaries via the Electronic Banking Services.
- 15.4 We will provide your Intermediary with copies of statements and other notices relating to your Account which we make available to you, unless you notify us in writing that you no longer wish for us to do this.
- 15.5 You must verify all entries on your statement and report to us any apparent errors or transactions you have not authorised as soon as possible. If, because of your delay in notifying us of any irregular or unauthorised transactions, we are unable to take advantage of any rights or remedies that may have otherwise been available to us to reverse or correct such transactions, you will remain responsible to us for the amounts of any such transactions as disclosed in your statement.

16. Variations to these Terms and Conditions

- 16.1 We may change the terms and conditions for any Account at any time. You can obtain a paper copy of any updated information without charge by contacting us.
- 16.2 Where we:
- (a) introduce a new fee or charge (other than a charge by a Government Agency);
 - (b) vary the method by which interest is calculated; or
 - (c) vary the frequency with which interest is debited or credited,
- we will provide you with notice of such changes in writing, by email and/or by publication on our Website, at least 30 days prior to the change taking effect.
- 16.3 If a Government Agency introduces or changes a charge by a Government Agency payable directly or indirectly by you, we will provide you with notice in writing, by email, by public notice, and/or by publication on our Website, unless the introduction or change is published by the Government Agency.

Electronic Banking Services – general terms

17. Use of Electronic Banking Services

- 17.1 You must comply with our instructions from time to time for use of the Electronic Banking Services.
- 17.2 We may impose any conditions or restrictions on your use of the Electronic Banking Services, and we may alter, suspend or terminate your use of the Electronic Banking Services or any method of accessing them if, in our reasonable opinion, such action is necessary:
- (a) to maintain the security or integrity of our banking system or the Electronic Banking Services;
 - (b) to limit or prevent a suspected or potential fraud; or
 - (c) to comply with any Applicable Laws.

18. Deposits and Withdrawals by electronic transfer

- 18.1 All deposits to and withdrawals from an Account must be performed electronically through the Electronic Banking Services. We do not permit the receipt of cash and cheques.
- 18.2 Subject to clauses 6 and 17.2, you can transfer funds between your Accounts at your option.
- 18.3 You may receive funds into your Account from an external account, however international transfers are not accepted.
- 18.4 You represent that, if your Nominated Account is held by more than one person, it can be operated individually by each Account Holder.

19. Security and Duty of Care

- 19.1 You must, and have a duty of care to us to, safeguard your Electronic Banking Services credentials. If you use a password, you must memorise your password and not record it anywhere in a way that it is accessible to anyone else. You must not disclose your Electronic Banking Services credentials to any person. You must ensure that no other person can see, identify or discover your Electronic Banking Services credentials when you are using them.
- 19.2 You must not use any Electronic Banking Services credentials we deem to be unsuitable, including any of the following:
- (a) birth dates, months or years;
 - (b) sequential numbers (e.g. 34567);
 - (c) number combinations that may be easily guessed (e.g. 11111);
 - (d) parts of your telephone number;
 - (e) parts of numbers in the order in which they are printed on any of your cards; and
 - (f) other readily accessible personal data (e.g. driver's licence, locker number or other numbers easily connected with you).
- 19.3 Where you use a third party identity management provider (e.g. Google or LinkedIn) (**IdM Provider**) to use the Electronic Banking Services, you must ensure that your Electronic Banking Services credentials with that IdM Provider are protected from use or compromise by other people or machines. You acknowledge and agree that we are relying on the truth and accuracy of the information that is provided to us by your IdM Provider to authenticate your access to our Electronic Banking Services, and you must ensure that at all times such information is accurate, complete and up to date, and secure from third party access. You also acknowledge that if your IdM Provider suspends or substantially changes its service, we may be unable to use that IdM Provider or its services, and require you to use an alternative means of accessing your Account.

- 19.4 You must report to us the disclosure or suspected disclosure of your Electronic Banking Services credentials, or the theft, loss, abuse, change, interference with or replication of any of your devices (including your Mobile Device), as soon as you are aware of, or suspect, such disclosure has occurred. You are responsible for any transactions on your Account up until the time we receive your report of such an occurrence, and your failure to report any such occurrence may increase your potential liability for losses from unauthorised transactions or losses to us arising from your breach.
- 19.5 You must not download, install or use the Mobile App on any Mobile Device on which the security features or standard user interfaces of the operating system have been bypassed or the underlying file system of the operating system has been accessed (included but not limited to instances of "jailbreaking" or using a debugging interface in respect of the device).
- 19.6 We may take any measures that we deem appropriate in the interests of maintaining the integrity of our security.
- 19.7 We may monitor or record (or both) any telephone conversation between you and us and any digital activity relating to your Account for Account and system security, or for verification and training purposes.
- 19.8 We are not liable for any loss or damages caused by your disclosure of your Electronic Banking Services credentials to anyone, including IdM Providers and other third parties or your failure to otherwise comply with the requirements of this clause 19.

20. Consent to receive Electronic Communication

- 20.1 Except where otherwise required by Applicable Laws, you agree that we may provide notices, information and documents by electronic communications to you:
- (a) by emailing such notices, information or documents (including notifying you that we have made such notices, information or documents available to you electronically) to your nominated email address; or
 - (b) in any other manner we agree with you.
- 20.2 You agree that:
- (a) you will regularly check your nominated email account for electronic communications from us;
 - (b) you must not opt out of or otherwise block or divert notifications relating to your Account or the Electronic Banking Services, including those notifications described in clause 15.1;
 - (c) you will maintain your nominated email address and any other relevant electronic equipment or services you use for the receipt of electronic communications from us regularly to ensure they are always capable of receiving electronic communications;
 - (d) you will be responsible for printing (should you elect to do so) or saving important information you receive from us by electronic communication; and
 - (e) any notice or document we send to you by electronic communication will be deemed to have been received by you at the day and time it is sent by us.
- 20.3 You may update your contact details by providing us with written notice or by contacting the Customer Support team on 13 JUDO.

21. Losses relating to Electronic Instructions

- 21.1 Judo Bank, its officers, correspondents and agents will not be responsible to the Account Holder(s) for any loss that you suffer as a result of any delay or loss in transit of any message, letter or document, or the delay, destruction, omission or other error in the transmission of any facsimile, email or other transmitted message or any error in translation or interpretation of technical terms or arising from any ambiguity in Instructions from the Account Holder(s), Authorised Representative(s) or an Intermediary or in connection with any reliance placed by us in good faith on such messages or as a result of such message not having been properly authorised by the person by whom it is purported to have been sent.

Your responsibilities

22. Liability

- 22.1 Subject to clauses 22.3, 22.4 and 22.5, you are responsible to us for all liabilities we incur directly or indirectly in relation to your Account or your use of any service provided by Judo Bank. To the full extent permitted by law, you release and indemnify us for any and all such liabilities, except to the extent they arise directly from our negligence, wilful default or fraud. We are not responsible for the consequences of anything beyond our reasonable control.
- 22.2 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 a qualifying trust for tax purposes; and
 - (b) you fail to comply with your obligation under clause 3.3 to inform us immediately if such circumstances occur.
- 22.3 You are not liable for loss caused by:
- (a) fraudulent or negligent conduct by employees or agents of ours or parties involved in the provision of electronic banking services; and
 - (b) any other unauthorised transaction where there is clear evidence that you did not contribute to the loss.
- 22.4 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, our liability for any such breach of any term, condition or warranty shall be limited (to the full extent permitted by the law) 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.
- 22.5 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.
- 22.6 You are responsible for obtaining, and properly maintaining Mobile Devices which are compatible for use with the Mobile App. We do not warrant or guarantee that the Mobile App will operate on your Mobile Devices, or that the Mobile App will be free from errors, flaws or bugs. We are not responsible for any cost (including any internet or telephone connection charges), loss or damage which may arise from your use or attempted use of the Mobile App.

Disclosure of information

23. Privacy

- 23.1 We will deal with any Personal Information we receive 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.
- 23.2 If you do not provide us with the Personal Information that we request we may be unable to provide you with our products and services.
- 23.3 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.
- 23.4 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.

24. Tax file number legislation

- 24.1 If your Account accrues interest in a financial year, your Account may be subject to taxation in accordance with Applicable Law. 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. If you do not provide your TFN (or proof of exemption), we may be obliged to deduct withholding tax at the maximum marginal tax rate (plus the Medicare Levy) from any interest you earn on your Account. Any provision of your TFN (or exemption) or ABN to Judo Bank will be authorised, and the use and disclosure of this information are regulated in accordance with the relevant Applicable Law. Provision of your TFN (or exemption) or ABN will automatically also 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 a particular Account.

Errors and Complaints

25. Errors

- 25.1 If you believe an error has been made in respect of your Account, or unauthorised transactions have occurred in relation to your Account, or you have any other questions please notify us immediately by writing to Judo Bank at operations@judo.bank or call 13 JUDO.

26. Complaints

- 26.1 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
Email: complaints@judo.bank
Mail: Complaints Officer
c/o: Judo Bank Pty Ltd Level 3, 40 City Road
Southbank VIC 3006
Website: judo.bank./contact-us

- 26.2 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, acknowledge your complaint in writing; and
- (c) within 30 calendar days of receiving a complaint, investigate the complaint and provide a response to you in writing.

27. External dispute resolution

- 27.1 If you are not satisfied with how a complaint has been handled, you can 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 otherwise relates to a Term Deposit issued under these Terms and Conditions.

- 27.2 OAIC can be contacted on:

Phone: 1300 363 992
Email: enquiries@oaic.gov.au
Fax: 02 9284 9666
Mail: GPO Box 5218 Sydney NSW 2001
Website: www.oaic.gov.au

- 27.3 AFCA can be contacted on:

Phone: 1800 931 678
Email: info@afca.org.au
Fax: 03 9613 6399
Mail: GPO Box 3 Melbourne VIC 3001
Website: <https://www.afca.org.au>

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

28. Financial Claims Scheme

- 28.1 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 <http://www.apra.gov.au> and the APRA hotline on 1300 55 8849.
- 28.2 You agree that 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.



Privacy Policy

Date: 1, June 2021

Version: 0.4

Contents

1. Information Schedule	3
2. Introduction	4
3. What is personal information?	4
4. What is sensitive information?	4
5. What is credit information?	4
6. What types of personal and credit information do we collect?	5
6.1 Customers and prospective customers	5
6.2 Investors	5
6.3 Working for Judo and prospective employees	6
6.4 Suppliers or contractors	6
7. How do we collect your personal and credit information?	6
8. Why do we need your personal and credit information?	7
9. How we use and disclose your personal and credit information	8
9.1 Personal information disclosure	8
9.2 Credit information disclosure to a credit reporting body	9
9.3 Credit information disclosure to others	9
10. Direct marketing	10
11. Do we send information to overseas recipients?	10
12. How does Judo hold your personal and credit information?	10
13. How can you access and correct your personal and credit information?	11
14. Complaints	11
15. Changes to this policy	12
16. Further information	12

2. Introduction

This policy outlines how Judo Bank Pty Ltd ACN 615 995 581, ACL and AFSL 501091 and its related bodies corporate (**Judo, we, us or our**) seek to manage personal information (including sensitive information and credit-related personal information) about individuals, including Judo's customers and prospective customers, in accordance with the *Privacy Act 1988* (Cth) (the **Privacy Act**), the Australian Privacy Principles set out in the Privacy Act and the *Privacy (Credit Reporting) Code 2014* (the **CR Code**) as applicable.

Where applicable, we will handle personal information relying on the related bodies corporate exemption and the employee records exemption in the Privacy Act and any other applicable exemptions in the Privacy Act or other legislation.

3. What is personal information?

Personal information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether or not the information is true.

4. What is sensitive information?

Under the Privacy Act, 'sensitive information' is defined as information or an opinion about an individual's:

- racial or ethnic origin
- political opinions
- political association membership
- religious beliefs or affiliations
- philosophical beliefs
- professional or trade association membership
- trade union membership
- sexual orientation or practices
- criminal record
- health information
- genetic information
- biometric information or templates

We will not collect, use or disclose any sensitive information about you unless we need this information for one or more of our functions or activities and we have your consent, or it is required or authorised by law (such as when you are applying for hardship relief).

5. What is credit information?

Credit information may include, for example, information about:

- your consumer credit accounts (past and present), including credit limits and repayment history;
- consumer credit payments that you are overdue in making as a borrower or guarantor;
- any Australian court judgement against you in relation to credit you received or applied for;
- you that is in the National Personal Insolvency Index; and
- your credit worthiness that is publicly available.

Consumer credit means credit that is intended to be used wholly or primarily for personal, family or household purposes or in relation to residential property for investment purposes.

6. What types of personal and credit information do we collect?

Below we summarise some of the main types of personal information that we collect. In addition to these types of personal information, we may collect other personal information as permitted or required by law.

6.1 Customers and prospective customers

We may collect a range of personal or credit information to:

- enable us to assess, offer and manage any products and services requested by our customers and prospective customers;
- identify you or confirm your tax residency status as required by any law, tax treaty or intergovernmental taxation information sharing agreement;
- respond to queries from our customers and prospective customers; and
- allow customers, prospective customers or other members of the public to enter a competition or other activity that we run.

The types of personal information that Judo collects about such people (and about employees and officers of customers and prospective customers and other individuals who act or propose to act as guarantors for customers) may include name, date of birth, residential address, postal address, email address, telephone numbers, gender, occupation, place of work, nominated bank account details, internet banking log-in details, tax file number, transaction and account balance information, information about product preferences, online behavior and response to various marketing initiatives, and credit information.

Judo may also require personal information to confirm your identity, such as information from or copies of your:

- driver's licence;
- passport;
- birth certificate; and
- utility bills.

The types of credit information that Judo collects about you may include information about:

- the type and amount of credit sought in a credit application made by you or by a person for whom you are, or propose to be, a guarantor, and the names of relevant credit providers to whom an application was made;
- details of other credit providers to you, including the nature and maximum amount of credit to be provided and the dates of those arrangements;
- any defaults by you, or a person for whom you are or propose to be a guarantor, on other credit facilities;
- payments or any new arrangements made by you in respect of any defaults previously recorded with a credit reporting body;
- details about credit-related court proceedings and personal insolvency information related to you;
- whether, in the opinion of another credit provider, you have committed a serious credit infringement;
- information about your history of making repayments in relation to other credit facilities; and
- your credit worthiness, such as your credit score and risk rating, obtained from a credit reporting body.

6.2 Investors

We may collect a range of personal information relating to individuals who are investors in, or associated with investors in, Judo. This may include:

- name;
- residential and/or business address;

- postal address;
- email address;
- telephone numbers;
- bank account details;
- tax file number;
- personal information to confirm your identity, such as information from or copies of your driver's licence or passport;
- number of shares held;
- your Australian Business Number or the Australian Business Number or Australian Company Number of any business or company associated with you;
- the name of any trust associated with you, and other information relating to the trust such as the name of the trustee and details of any corporate trustee (including the names of the directors, company secretary and shareholders of that corporation); and
- the names of any additional contact people nominated by you, such as your accountant, representative or manager.

6.3 Working for Judo and prospective employees

If you wish to be employed or engaged by Judo (directly or indirectly, e.g. as an employee of a labor hire company) we will require personal information about you that may include your:

- name;
- residential address, postal address and email address;
- telephone number;
- academic results and qualifications;
- expertise and experience;
- employment history;
- personal interests;
- current salary and salary expectations; and
- background information about you including, for example, your criminal record or credit history.

6.4 Suppliers or contractors

If you are a supplier of goods or services to, or are contracting with, Judo, or are employed or engaged by such a supplier or contractor, we may collect personal information about you including:

- name;
- business address and email address;
- telephone number; and
- position.

7. How do we collect your personal and credit information?

The main way we collect personal and credit information about you is when you give it directly to us, or when we receive it from a third party whose details you give us e.g. a referee (if you seek to work for us) or a guarantor or anyone else listed on a credit application form. We often gather this information through application forms, via surveys or through other communications via email or telephone (for example when you contact us to ask for information).

We may also collect your personal and credit information from external sources such as:

- employers, accountants, real estate agents or any referees you nominate;
- persons authorised by you to provide us with information (such as a lawyer, financial adviser, intermediary or third party organisation or service provider we exchange information with in order to provide or promote products and services to you, such as an accounting platform, data aggregator, technology service provider, other financial institution or organisation);
- other credit providers;
- credit reporting bodies;

- third-party brokers and other parties that may have introduced you to us;
- public sources such as the National Personal Insolvency Index;
- third party identity management providers (for example, Google or LinkedIn);
- regulators and other government entities; and
- our related bodies corporate.

Judo may also collect your personal information in any of the following ways:

- **social media:** if you access a social media page operated by us, the information we collect about you may include your user ID and/or user name associated with that social media service, any information or content you have permitted the third party social media service to share with us, such as your profile picture, email address, followers or friends lists, and any information you have disclosed in connection with that social media service;
- **our website:** each time you visit our website, we may collect information about your use of the website. This may be from internet browsing or accessing our website via mobile or tablet applications;
- **search engines, third party websites and social media pages:** for example, if you apply for a job with us, we may conduct background checking through these means;
- **cookies:** we may use technology called 'cookies' when you visit our website. Cookies can record information about your visit to our website. The cookies we send to your computer cannot read your hard drive or command your computer to perform any action. They are designed so that they cannot be sent to another site or be retrieved by any non-Judo site. Your web browser may allow you to turn off cookies. Turning off cookies may restrict your use of our website and access to your accounts;
- **private messaging:** we may invite you to send your details to us via private messaging, for example, to answer a question about your account;
- **participation in activities or competitions:** you may also be invited to share your personal information through secure channels to participate in other activities, such as competitions; and
- **derived credit information:** we may derive credit information from your dealings with us in relation to credit, e.g. when you make payments to us. We may also combine credit reporting information from a credit reporting body with our own information relevant to your credit worthiness, to derive further information about your credit worthiness which we may use to determine whether to offer credit to you (and if so, on what terms).

To enable Judo to assess a credit application by you or in which you are listed, Judo may obtain a report from a credit reporting body setting out credit reporting information about you, and setting out any other information in relation to the commercial credit activities of all individuals listed on the credit application.

Where you have consented, Judo may obtain from, and give to, any credit provider named in a credit application and any credit provider that may be named in a credit report issued by a credit reporting body, information about your credit arrangements.

8. Why do we need your personal and credit information?

Judo collects personal and credit information in order to:

- understand and manage our customers' needs;
- provide our customers with products and services;
- identify you or verify your identity, details or ability to transact on an account;
- confirm your tax residency status as required by any law, tax treaty or intergovernmental taxation information sharing agreement;
- develop and improve our products, services and business;
- identify your behavior, habits and preferences;
- market Judo's and others' products and services to you;
- assess your creditworthiness;
- assist you with enquiries or complaints;

- participate in the credit reporting system, including to provide credit information to credit reporting bodies and assist other credit providers in accordance with applicable legislation;
- manage our human resources functions;
- enable us to comply with our legal and regulatory obligations;
- assist us to manage risk including to protect against fraud, misconduct and unlawful activity;
- enable us to manage complaints, investigations and legal proceedings;
- enable the management and recovery of debts;
- consider you for employment or a contractor position with us;
- manage our relationships with our investors;
- do business with our contractors or suppliers of goods and services (you may be a contractor/supplier, or employed or engaged by a contractor/supplier);
- notify you if you have won a competition;
- carry out research and analysis related to our products and services;
- protect our rights and property and those of our customers; and
- pursue any other purpose required or permitted by law.

We may also use your credit information to:

- assess an application for credit;
- assist you to avoid defaulting on your credit obligations;
- assess whether Judo ought to accept you as a guarantor in relation to an application for credit; and
- assess whether you have committed a serious credit infringement.

If you do not provide us with your personal information or credit information, our ability to provide you with a specific product or service may be limited.

9. How we use and disclose your personal and credit information

We may use and disclose your personal information and credit information for any of the purposes outlined above.

Further information about specific uses we may make of your personal information and credit information, and third parties to which we may disclose your personal information and credit information, is set out below.

The information below is not intended to be exhaustive and there may be other third parties to which we provide your personal information or credit information where required or permitted by law.

9.1 Personal information disclosure

The persons or organisations to which we disclose your personal information could include:

- our related entities to facilitate our and their internal business processes;
- other organisations with whom we have affiliations so that they may provide you with information about our products and services and various promotions;
- third party service providers who assist us in operating our business (for example, credit reporting bodies, marketing service providers, third party identity management providers and other technology service providers);
- debt collectors;
- our financial advisers, consultants, insurers, legal advisers, auditors and other professional services providers;
- organisations involved with us in a corporate re-organisation or involved in a transfer or potential transfer of all or part of the assets or business of our organisation, and the advisers of and professional services providers to those organisations;

- organisations involved in the provision or potential provision of finance to, or any capital raising by, Judo, and the advisers of and professional services providers to those organisations;
- organisations involved in our payments systems including financial institutions, merchants and payment organisations;
- regulators and law enforcement agencies; and
- other organisations as required or authorised by law or where you have given your consent.

Where practical, Judo will use reasonable commercial efforts to ensure third parties to whom we disclose your personal information are subject to confidentiality requirements in relation to that information.

9.2 Credit information disclosure to a credit reporting body

We may disclose credit-related personal information to a credit reporting body in order to obtain credit eligibility information about you or if you fail to meet your payment obligations or commit a serious credit infringement. Where the information disclosed is default information in relation to consumer credit, Judo will not disclose it to the credit reporting body unless at least 14 days have passed after we have given written notice of our intention to disclose this information.

We may disclose any information, including personal information, in relation to commercial credit, to a credit reporting body or to another credit provider.

Judo may disclose credit information to the following credit reporting bodies:

Equifax Australia

Equifax, Consumer Resolutions
PO BOX 964
North Sydney NSW 2059

customercomplaintsAU@equifax.com.au
www.equifax.com.au

Illion Australia

PO BOX 7405
St Kilda Road
Melbourne Vic 3004
03 9328 3447

chc-au@illion.com.au
www.illion.com.au

Experian Australia

Attn: Credit Report
PO BOX 1969
North Sydney NSW 2060
1300 783 684

creditreport@au.experian.com
www.experian.com.au

Each of these credit reporting bodies is required to have a policy about how it manages credit-related personal information. If you would like to read this policy, visit the credit reporting body's website.

You have the right to request that a credit reporting body does not use your credit reporting information for the purpose of pre-screening of direct marketing. You also have the right to request that a credit reporting body does not use or disclose your credit reporting information if you believe on reasonable grounds that you have been, or are likely to be, the victim of fraud (e.g. if you suspect someone may use your identity to apply for credit). These requests should be made directly to the credit reporting body.

9.3 Credit information disclosure to others

From time to time Judo may also disclose credit information about you to:

- a potential guarantor or person who proposes to provide security for credit, where you are the borrower or are associated with the borrower and have consented to this;
- a debt collection agency for the purposes of collecting an overdue payment;
- a person for an external dispute resolution purpose;
- any entity to which we are authorised or required by law or a court/tribunal to disclose it;
- a regulatory or law enforcement body if we believe on reasonable grounds you have committed a serious credit infringement;
- an entity or their professional, legal or financial advisers for specified commercial purposes permitted under the Privacy Act;

- a guarantor or a person who has provided security for credit, where you are the borrower or are associated with the borrower and have consented to this (or without your consent where we enforce a guarantee for commercial credit or consumer credit);
- any specific parties that we have advised you, at the time of collection of your personal or credit information, that we might disclose your credit information to such as an employer, estate agent or referee;
- any other person or entity where you have given your consent, and
- any other person or entity as otherwise permitted in accordance with this policy.

10. Direct marketing

Direct marketing involves communicating directly with you for the purpose of promoting goods or services to you and providing you with special offers from Judo, its related entities or its third-party business partners. Direct marketing can be delivered by a range of methods including mail, telephone, email or SMS.

We may use and disclose your personal information for the purpose of direct marketing to you where:

- you have consented to us doing so; or
- it is otherwise permitted by law.

You can unsubscribe from our direct marketing, or change your contact preferences, by contacting us (our contact details are in section 16 of this policy).

11. Do we send information to overseas recipients?

Judo generally avoids offshore hosting and servicing of customer information and does not generally disclose your personal information and credit information to overseas recipients.

However, we may do so if we have taken reasonable steps to ensure the overseas recipient does not breach the Australian Privacy Principles in relation to that information.

Further, we are not required to take reasonable steps to ensure the overseas recipient does not breach the Australian Privacy Principles in relation to that information if:

- we reasonably believe that:
 - the overseas recipient is subject to a law, or binding scheme, that has the effect of protecting the information in a way that, overall, is at least substantially similar to the way the Australian Privacy Principles protect the information; and
 - you can take action to enforce that law or scheme; or
- you have consented to such an arrangement; or
- it is otherwise required or authorised by law.

12. How does Judo hold your personal and credit information?

The security of your personal and credit information is important to us.

We store your personal information in different ways, including in paper-based, electronic and other formats. We may use cloud computer storage facilities to store the personal and credit information we hold about you.

We take reasonable precautions to protect the personal information and credit information we hold from:

- misuse, interference and loss; and

- unauthorised access, modification or disclosure.

These include electronic and physical security measures and ensuring all our staff are trained to respect the security and confidentiality of our customers' information.

If we no longer need your personal or credit information and are not required by law to keep it, we will take reasonable steps to delete, destroy or de-identify it.

13. How can you access and correct your personal and credit information?

Judo takes reasonable steps to ensure that the personal information we collect, use or disclose is accurate, complete and up to date. Accuracy depends on the information provided to Judo.

You have the right to seek access to your personal information held by Judo and to request correction of the information. If you wish to do so, you may contact us at privacy@judo.bank or by phone on **13 JUDO**.

We may require evidence of your identity as part of the process of providing you with access to your personal information or correcting your personal information.

There are no fees associated with making a request to access or correct your information. However, we may charge a reasonable fee for processing an access request, to account for locating the information and supplying it to you.

We may refuse to give you access to the personal information we hold about you if we reasonably believe that giving you access would pose a serious threat to the life, health or safety of an individual, if giving access would have an unreasonable impact on the privacy of other individuals, or if the request is frivolous or vexatious. Other grounds for refusal to give access may also apply under the Privacy Act.

14. Complaints

If you are not satisfied with how we manage your personal or credit information in accordance with the Privacy Act or Credit Reporting Code, you can register a complaint directly with Judo's Privacy Officer in the first instance.

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

- make a record of your complaint;
- within one business day of receiving a complaint, acknowledge your complaint in writing; and
- within 30 calendar days of receiving a complaint, investigate the complaint and provide a response to you in writing.

If you wish to make a complaint, please contact us on:

Phone: **13 JUDO**

Email: privacy@judo.bank

Mail: Privacy Officer

PO BOX 636 South Melbourne Vic 3205

Website: <https://www.judo.bank/>

If you are not satisfied with how a complaint has been handled, you can lodge a complaint directly with the Office of the Australian Information Commissioner (OAIC):

Email: enquiries@oaic.gov.au

Phone: 1300 363 992

Fax: 02 9284 9666
Mail: GPO Box 5218
Sydney NSW 2001
Website: www.oaic.gov.au

or you can lodge a complaint directly with the Australian Financial Complaints Authority (AFCA), of which Judo Bank is a member, our external dispute resolution scheme:

Phone: 1800 931 678
Email: info@afca.org.au
Fax: 03 9613 6399
Mail: GPO Box 3
Melbourne VIC 3001
Website: afca.org.au

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

15. Changes to this policy

We may modify or replace this policy at any time. We will publish any modified or replacement policy on our website at www.judo.bank. Any changes come into effect upon publication.

By continuing to access or use our products or services after those changes become effective, you agree to the changed policy.

This version of this policy applies from 1st June, 2021.

16. Further information

For more information about any issue relating to this policy, please contact us at:

Phone: **13 JUDO**
Email: privacy@judo.bank
Mail: Privacy Officer
PO BOX 636 South Melbourne Vic 3205
Website: <https://www.judo.bank/>

For information in relation to privacy in general, you can visit the Australian Information Commissioner's website at www.oaic.gov.au.