

### **PRODUCT ISSUER DETAILS**

BNK Banking Corporation Limited trading as Goldfields Money

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www.goldfieldsmoney.com.au

We are an Authorised Deposit-taking institution and are supervised by the Australian Prudential Regulation Authority (APRA) and are authorised under the Banking Act 1959 (Cth) to take deposits from the public.

## WHAT IS A TERM DEPOSIT?

A term deposit is an account where you deposit a fixed amount of money for a fixed period of time for a fixed interest rate.

We offer a range of terms from a minimum of 1 month to 60 months. Other terms may be available upon application. You select the term you want when you open an Account with us.

# IS A TERM DEPOSIT ACCOUNT RIGHT FOR YOU?

A Goldfields Money Term Deposit account is suitable if you are eligible and:

- seeking a fixed interest rate for a fixed term from 1 month to 24 months (other terms may be available on application);
- have a minimum amount of \$5,000 to invest (\$500,000 for wholesale clients); and
- do not anticipate requiring at call access to funds for the duration of the agreed term.

# ARE YOU ELIGIBLE TO OPEN A TERM DEPOSIT ACCOUNT?

### Personal customers

To open a Term Deposit as a personal customer, you must:

- be at least 18 years of age
- be an individual (or up 4 individuals)
- be an Australian resident for tax purposes;
- · have a residential postal address in Australia; and

 maintain a current email address, an Australian mobile number and always have access to an electronic device with a working internet connection.

#### **Business customers**

To open a Term Deposit as a business customer, you must:

- be a Company, sole trader business, partnership, or a Trustee of a Trust or SMSF and have either an ACN, ABN or ARBN;
- only want up to a maximum of 8 signatories on the Account and have at least one signatory who is at least 18 years of age and an Australian resident for tax purposes;
- have a business address, registered office, and postal address in Australia; and
- maintain a current email address, an Australian mobile number and always have access to an electronic device with a working internet connection.

#### Wholesale Clients

To open a Term Deposit as a Wholesale Client, you must:

- be a Wholesale Client (as defined in the Corporations Act);
- be an Australian resident for tax purposes or business registered in Australia; and
- provide a current ABN, or ACN (if applicable),

# **UNDERSTANDING THESE TERMS**

When you open your Term Deposit or when your Account is renewed, you agree to the terms in this document.

Please read these terms carefully. Some words are explained at the end of these terms.

These terms are governed by the laws of Western Australia and we and you accept the non-exclusive jurisdiction of the courts having authority to interpret them. We warrant that we will comply with the ePayments Code where it applies.

These terms may change occasionally and when they do, we'll tell you about those changes. However, excluding early withdrawals where the rate may be reduced, the interest rate and terms will not be changed during the period of your investment. For more information about when we might change these terms and how we will notify you of these

changes, refer to Part E of these terms.

Any information we give to you in relation to your Account or any service offered by us, including these terms, is general in nature only and has been prepared without taking into account your objectives, financial situation or needs. You should read any information provided to work out if this product is right for you.

#### **PRIVACY**

Our privacy policy tells you how we manage personal information. You can find that policy on our website at www.goldfieldsmoney.com.au. You may like to download a copy for your records.

We will not share any information we have about you unless you have consented to us doing so, but in some circumstances, we may not provide services to you if you don't.

### **COMPLAINTS**

From time to time, we may get it wrong. If this happens, please tell us. We appreciate constructive feedback. The more information you give us, the easier it will be for us to improve.

There are more details of how we handle complaints in **Part H**.

### **CONTACT**

Get in touch with our customer care team if you want to:

- find out the interest rate on your Account
- · understand terms that are not clear to you
- provide feedback on how we can improve our products or services
- make a complaint

Our contact details are:

Email: info@goldfieldsmoney.com.au

Phone: 1300 464 465 Monday to Friday 7am to 5pm

AWST.

Web: goldfieldsmoney.com.au

Mail: PO BOX 7030, Cloisters Square, PO WA 6850

We'll do our best to answer your questions within

one (1) business day.

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#### PART A — HOW WE COMMUNICATE WITH YOU

# Communicating with you

We will generally communicate with you via internet banking secure mail, email or SMS using the details you have provided to us to communicate with you. Please inform us immediately if you change any of the following contact details:

- Name
- email address.
- residential address
- phone number.

We may ask for evidence of the change or other particulars to protect you and ensure we have the right contact details.

For Accounts with more than one Accountholder, you must nominate one Authorised Representative to receive all communications in relation to the Account. This will be deemed to be effective communication to all Accountholders regarding your Account.

If you have appointed a Third-Party Agent, we will provide that agent with all information concerning your Account. That Third Party Agent will then have an obligation to pass on the information to you and to make it available to you in the format you have agreed with them. You must notify us in writing if you no longer wish for us to do this.

#### PART B — HOW TO OPEN AN ACCOUNT

# **Opening your Account**

You can open an Account with us via our website at goldfieldsmoney.com.au or through a Third-Party Agent.

If you open an Account as a trustee or Authorised Representative, you represent and warrant that you have the authority and power to open and operate the Account and, if you are a trustee that;

- you are the trustee of the trust for the Account being opened and no action has been taken to replace or remove you as trustee of the trust; and
- you have an unrestricted right to be fully indemnified out of trust assets in respect of any liability that you may incur as a trustee.

We may, acting reasonably, request a certified copy of certain documents such as an original certified copy of the trust deed and/or additional information to help us identify and verify the trust and the trustee(s). Societies, companies, businesses,

executors, administrators, and others can also open an account in trust for another person.

If you have not held an account with us before you will need to verify your identity to help us:

- ensure you are the person you say you are;
- check your identity under Anti-Money Laundering law; and
- ensure you're eligible to open an Account with us.

Once you have done this, we will open an Account for you, sending you details, including your Account number. We do not have to open an Account for you if we do not want to and we do not have to give you any reasons for us not doing so.

If you have come to us through a Third-Party Agent you have consented to that party sharing your information with us to enable us to open up your Account and you may have provided to them information about your identity.

If you have any questions regarding the account opening process, please email us at info@ goldfieldsmoney.com.au or call us on 1300 464 465 Monday to Friday 7am to 5pm AWST.

# Minimum and Maximum balances

NOTE: There may be limits on the amounts you can deposit with us.

You choose:

- the term you want to invest. The terms may vary from time to time and we will advise you of available terms on application; and
- how much you want to deposit.

You must have a minimum of \$5,000 (or \$500,000 for wholesale clients) to open an Account. The minimum and maximum deposit amounts may change from time to time and we will advise you of these amounts on application.

You can find out our standard deposit terms, rates and interest paid at any time by referring to our website https://www.goldfieldsmoney.com.au/products/deposits/term-deposits/ or wholesale clients can email or phone us to enquire about available rates.

All term deposits offered by Goldfields Money are subject to availability and may change from time to time. An advertised term deposit may be removed from offer by Goldfields Money at any time.

# Changing the amount of your term deposit

Our term commences from the date the account is fully funded. You cannot change the term or your amount after your Account is fully funded.

### **Maturity date**

The maturity date for your Term Deposit is the last day of the term you select. If the maturity date falls on a day which is not on a Business Day it will be processed on the next Business Day.

#### PART C — USING YOUR ACCOUNT

### How to fund your term deposit

NOTE: We may close your Account if you do not fund it within 3 days of opening it.

Your term commences on the day your Account is fully funded.

You can fund your Term Deposit by using Direct Entry (we will provide you with the new Term Deposit account number and you can use Internet Banking to transfer the funds) or Direct Debit (you authorise us to debit your internal bank account that you hold with us). When we open your Term Deposit, we will issue you a Certificate of Deposit detailing your Account number, date of lodgement or renewal, sum invested, term of the investment, maturity date and interest rate.

# Deposits we don't accept

We do not accept deposits of cheques, bank cheques, or cash.

# When must you fund your Account

You must fully fund your Term Deposit with the amount you nominate within 3 days of the Account being opened, otherwise any transaction will be cancelled, the account closed and you may have to apply again.

# Who else can operate on your Account

We will treat a person as an Authorised Representative on your Account only if we're satisfied that their authority is genuine. For example, that authority may be by a power of attorney from you or a grant of probate of your estate.

You may nominate up to eight (8) Authorised Representatives to operate on the Account (also up to four (4) Authorised Representatives if the Accountholder is the Trustee of a Trust) provided they meet the requirements of these terms. Each Authorised Representative has full authority on an Account. We will send notices to only one Authorised Representative you nominate unless we agree otherwise. Each action or inaction of each Authorised Representative binds the Account and the Account Holder(s). Each Authorised Representative is also responsible for the performance of any obligations of the Account Holder(s). To add or remove an

Authorised Representative, you must contact us at info@goldfieldsmoney.com.au or phoning us on 1300 464 465 Monday to Friday 7am to 5pm AWST.

If you have a joint Account each one of you has the full right to withdraw, deposit, or otherwise manage the operation of your Account. Your liability under these terms and conditions is both joint and separate with the other accountholder.

You agree that each joint account holder acts as agent for the other and any notice or statement we give any joint account holder is taken to be a notice or statement given to all joint account holders, except where we are legally obliged to do otherwise. You agree that each joint account holder may have access to information about the Account or any associated account without the consent of the other joint account holder.

If a joint account holder dies, the remaining account holder owns the credit balance in the Account.

If you opened an Account through a Third-Party Agent we may act on that third party's instructions in relation to your Account. The terms of your agreement with that third party may affect the way you operate your Account with us. We may act in accordance with any authority you provide to that third party.

We may refuse to act on any instructions:

- if we consider they may be invalid, not given in accordance with our directions, given without your authority or are unlawful or unclear; or
- if we believe there is a dispute between Account Holders, or with an Authorised Representative.

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

We may, at any time, acting reasonably, withdraw our recognition and/or approval of a Third-Party Agent or Authorised Representative (for example, if we become aware of potential criminal activity), in which case we will notify you in writing as soon as practicable that we have done so. In such circumstances, we will no longer accept instructions from that Third Party Agent or Authorised Representative on your behalf.

#### **Suspending your Account**

NOTE: We can suspend operations on your Account.

We may suspend your Account if we:

- are required to do so by law or by an Australian regulator;
- we need to protect you or us from fraud or other loss;

- become aware that there is a dispute in relation to the Account
- find there are no Authorised Representatives with active authority on the Account;
- are notified of the death or bankruptcy of an individual Account Holder, an individual SMSF trustee or of an Authorised Representative;
- consider you have breached your terms;
- become aware that you are no longer able to manage your affairs;
- become aware that you can no longer give us instructions.
- we consider it reasonably necessary to do so.

If we suspend your Account, we will need to do so quickly without telling you. We will tell you about it as soon as possible after the suspension.

If we suspend your Account, you cannot make withdrawals from the Account during the suspension. Your available balance is \$0 during the suspension.

If the suspension is due to a cause under our control, we will diligently take steps available to us to overcome that cause.

If the cause is not under our control, we will suspend your Account until we have enough evidence that there is no longer any cause for the suspension.

We'll tell you in writing:

- if we need anything from you to lift the suspension;
- as soon as possible after we lift the suspension.

If we cannot sort out the cause for the suspension within a reasonable time, we may close your Account and pay the available balance of the Account to any nominated account or other account outside Goldfields

We will not incur any liability to you or any third party as a result of any delay, blocking, or refusal provided we have acted reasonably.

## **Statements of Account**

NOTE: Please check Statements of Account carefully

Your Statement of Account will be made available to you through the app or via internet banking.

Statements of Account will not be issued to Wholesale Clients. Details of your term deposit are contained in the Confirmation or by contacting us.

For customers other than Wholesale Clients, we will provide you with a Statement of Account at least once every six (6) months unless the account

has a zero balance and there were no transactions during the statement period. You can view your account online anytime. You can also request a statement from us. To do this please email info@ goldfieldsmoney.com.au

In addition, for all Term Deposits we will send a Confirmation when you first open your Account and at maturity setting out details of your investment.

There may be circumstances where we are not able to provide you with a Statements of Account (such as where you have not provided us with your new email address, postal address or particulars). So, it is important to keep your contact details up to date.

The Confirmations and Statements of Account will be conclusive evidence of the transactions made on your Account unless you advise us otherwise. If you advise us of any incorrect information, we will investigate and attempt to resolve the disputed information.

You must check your Statements of Account and advise us of any errors or omissions by contacting us immediately.

# PART D - INTEREST AND FEES

NOTE: We can introduce fees on your Account.

# How interest is worked out and paid

We pay a fixed interest rate on your Account depending on its term. Different interest rates apply to different terms.

For wholesale clients you can call us to discuss rates and terms.

For all other customers you can find the interest rates for our Term Deposits on our website at https://www.goldfieldsmoney.com.au/products/deposits/term-deposits/ or you can contact us to discuss rates.

We set the interest rate on your Account on the date you set it up. We guarantee that, if you fully fund your Account for the term requested, the interest rate we tell you will apply for the term of that deposit.

We calculate interest daily by multiplying the balance of your deposit at the end of that day by the daily percentage rate.

The daily percentage rate is the annual interest rate on your Term Deposit divided by 365.

Interest accrues on your Term Deposit each day from the date the deposit is made until the day before:

the maturity date of your Term Deposit; or

 any earlier date on which we repay your Term Deposit in full.

So, if you fully fund your Term Deposit, we calculate interest on your Term Deposit from the day you first fund your Term Deposit until the day before the maturity date.

We do not calculate interest on:

- the maturity date;
- accrued interest: or
- a partially funded amount in your Term Deposit, if we close your Term Deposit because it does not meet our prescribed minimum amount by the deadline we give.

Interest is paid on maturity for all terms of investment. No annual interest payments are available.

For wholesale clients we will credit the Term Deposit amount and interest from your Term Deposit to your nominated account unless we receive alternative written payment instructions before 3pm AEST on the maturity date.

For Customers other than Wholesale Clients, interest will be paid into your nominated account if you elect not to renew your Term Deposit. If you do not specify maturity instructions, interest, along with the principal, will be renewed into a new Term Deposit. If the same term is not available at the time we roll into a new term we will select a term as close as possible to the original term. Please contact us if you want to change your nominated account or maturity instructions.

If, when your Account is closed by us, we are unable to pay the balance to your nominated account (because, for instance, you have closed it or have provided us with incorrect account details that are not yours), we may pay the balance of your Account plus accrued interest to a non-interest-bearing account until you contact us with your instructions.

#### What about Fees?

We do not charge account keeping fees on our Term Deposits.

If you break the term of your Account early, we may charge you an Early Withdrawal Administration Fee.

If we have business reasons to do so, we may introduce fees on our Term Deposits. Those fees will not apply to any existing Account. The fees will apply to any Account opened or renewed after the fee takes effect.

The Australian Government may change its charges or introduce new charges payable on Term Deposits.

We will tell you if that happens and pass them on to you.

# PART E — IF WE NEED TO CHANGE THESE TERMS

NOTE: We can change any of these terms.

# What we might change and why

We may change any of these terms in the ways described in this clause by giving notice to you.

We will not change the interest rate applying to your Account during the term of your investment. We will normally not apply other changes until your Account has come to the end of its term and is being renewed. However, some reasons we may have for applying a change to these terms during the term of your investment are to:

- ensure we comply with changes to the law or codes of practice or the way in which they are interpreted or applied;
- impose a government charge;
- improve the security of your Account or our systems.

### How you'll be notified of changes

We'll tell you by mail, secure mail, email, advertisement, SMS or any other way legally permitted of the changes and provide a summary of those changes and when they will take effect. Where we are required to provide you with notice in writing you agree that we may satisfy this requirement under any law or applicable code by any of the following means:

- email to your nominated email address;
- making the information available on our app or through website. If we do this, we will notify you via email, SMS, or post that the information is available:
- by SMS message to your mobile phone number;
- sending you a notice through the mail.

# How much notice will we give for changes

If you wish to renew your Term Deposit we'll tell you about interest rate changes or changes to the minimum or maximum balances on the maturity date for your Term Deposit.

#### **Fees**

If we want to make a change to:

 introduce a new fee or charge (other than a government charge payable directly or indirectly by you);

- increase a fee or charge (other than a government charge);
- change the method by which interest is calculated; or
- change the frequency with which interest is debited or credited

we will tell you when your Term Deposit is renewed. For existing Term Deposits, the change will not take effect until your Term Deposit is renewed.

### Immediate changes

We may change anything immediately if:

- you asked us to make the change and we agree to it, such as updating your residential address; or
- we must make the change to protect you or to restore or maintain the security of our systems.

# Other changes

For all other changes, if we do not believe the change is adverse to your interests we will tell you about the change no later than the day the change occurs.

If you want more information about any change to these terms, please contact us.

# PART F – OTHER THINGS WE ARE REQUIRED TO DO AND WHY

Why we ask for your tax file number and ABN

We are authorised under the Income Tax Assessment Act 1936 to collect tax file numbers (TFN) of account holders. It is not compulsory to give us your TFN. However, if you do not provide us with your TFN, or any exemption that may apply, Australian tax law may require us to withhold a portion of the interest earned on your Account and send it to the Australian Tax Office.

If you are also a resident of another country and have a Tax Identification Number from that country, you must provide us with that information.

The collection, use, and disclosure of TFNs is regulated by the Privacy (Tax File Number) Rule 2015.

If the Account Holder is a registered trading business, we will ask you for your Australian Business Number (ABN). Provision of your ABN is not compulsory. However, a Term Deposit cannot be opened for an SMSF or business without an ABN as this is part of the identification and verification process.

#### Financial Claims Scheme

The Financial Claims Scheme (FCS) is an Australian Government scheme that guarantees deposits (up to a limit of \$250,000) per accountholder held in an authorised deposit-taking institution (ADI) in the

event that the ADI becomes insolvent.

Your deposits with Goldfields Money are covered under the FCS. More information about the FCS is available at www.fcs.gov.au

# Dealing with unclaimed money

If you have not operated on your Account for at least seven years, the law requires us to pay the amount standing to the credit of the Account (the 'unclaimed money') to ASIC. The minimum amount in the Account must be at least \$500).

You can apply to recover your unclaimed money via ASIC's MoneySmart website at https://moneysmart.gov.au/.

Once we pay out unclaimed money from your Account, the Account will have a nil balance and we may close it. We will notify you at your last known contact details before we close your Account.

# Death of an individual Account Holder or Authorised Representative

In the event of the death of an individual Account Holder of a joint Account, we may treat the surviving Account Holder as exclusively holding the Account upon receipt of formal notification of the death of the Account Holder, together with any other relevant documentation which we may reasonably request.

In the event of the death of an individual Account Holder, an individual SMSF trustee or of an Authorised Representative, we may suspend all activity on the relevant Account upon receipt of formal notification of the death, until such time as we receive all relevant documentation which we may request, including confirmation of the identity of the deceased's legal representative(s) who is authorised by grant of probate of the deceased's estate to operate or close the Account. Interest will continue to accrue on the Account until the funds are released.

If, during the process of providing us with the necessary documentation in relation to the death of an individual Account Holder, the Term Deposit matures, we will automatically renew the deceased's Term Deposit at the then applicable interest rate for the same period as the original term, which may be higher or lower than the interest rate applicable to the deceased's original Term Deposit.

#### Waiver

Any failure by us to exercise any right under these terms does not operate as a waiver. The partial or single exercise of any right by us does not preclude us from further exercise of that right.

#### Severance

If any part of these terms are found to be void or unenforceable, the remainder of the terms will continue to apply, to the extent possible.

### **Commissions and Bonuses**

Goldfields Money may earn or pay a commission or employee bonuses on some of the products and services offered. Other commission arrangements may apply to other products. Details of commissions are stated in Goldfields Money Financial Services Guide (FSG). The FSG is available on our website at www.goldfieldsmoney.com.au/resources.

### PART G - RENEWING YOUR ACCOUNT

#### Notice to you

We will send an Account notification to you twenty one (21) days prior to your maturity date telling you:

- details about your Term Deposit, including the payments we made relating to it, current maturity instructions, and any accrued interest;
- indicative interest rates on the Term Deposit you hold if it was renewed on the maturity date into a new Term Deposit with the same term; and
- the grace period, if applicable (inclusive of the maturity date) and what you can do with your Term Deposit during the grace period.

# For wholesale clients no grace period will apply.

If you are a wholesale client we will credit the Term Deposit amount and interest from your Term Deposit to your nominated account unless we receive alternative written payment instructions before 3pm on the maturity date. For all other customers, unless you tell us or we specify otherwise, we will renew your Account automatically once the maturity date ends.

During the grace period (for non-wholesale clients) you can:

- ask us to close the Account; or
- change the details of the renewed Account (such as the amount, term and the interest payment option).

We do not pay any interest on your Term Deposit during the grace period if you do not renew your Term Deposit.

If your Account is renewed automatically, your Account will be renewed for the same term as your maturing Account, at the interest rate we make available for your investment term and balance on the date your Account is renewed.

If we do not offer a Term Deposit for the same term as your maturing Account at the time of renewal, we will choose the most similar term from those we make available at the time your Account is renewed. The terms and conditions applying to your Account (as varied) will apply to your renewed Account.

For non-wholesale customers once a Term Deposit has been renewed (including after any applicable grace period) requests from you for early or partial redemption is entirely in our discretion.

The interest rate applying to your renewed Account may change if we have changed the interest rates on offer or you make any changes to the details of your Account (such as the amount, term or the interest payment options) during any applicable grace period. If you make any changes, we will confirm to you in writing in a Confirmation the new interest rate (and other details) applying to your Account after the Account is renewed.

# **Early Withdrawals**

You may ask to withdraw part or all of the balance of your Account before the maturity date, which we may agree to in our discretion. If we do agree we will calculate an Early Withdrawal Adjustment as indicated below. Only one partial withdrawal is permitted during the term of investment and your Account must maintain a minimum balance of \$5,000 (\$500,000 for wholesale clients) unless we otherwise agree.

If you are experiencing financial hardship and need access to your Account, please contact us. We will ask you to provide some details about your situation so that we can assess whether you are eligible for an earlier disbursement under our hardship policy.

You can give us notice by emailing us at info@ goldfieldsmoney.com.au or phoning us on 1300 464 465 Monday to Friday 7am to 5pm AWST. The withdrawal amount will be paid on the next business day.

If we agree to allow you to withdraw part or all of the balance before the maturity date, the interest you receive on the amount withdrawn may be reduced based on the term elapsed as a percentage of the total term. This is the Early Withdrawal Adjustment. The closer the early withdrawal date is to the maturity date, the lower the Early Withdrawal Adjustment will be. The Early Withdrawal Adjustment schedule is as follows:

Table 1: Early Withdrawal Adjustment

| Percentage of time<br>elapsed out of original<br>term | Percentage Interest<br>reduced by |
|---|-----------------------------------|
| 0% to <20%  | 90%                               |
| 20% to < 40%  | 80%                               |
| 40% to < 60%  | 60%                               |
| 60% to < 80%  | 40%                               |
| 80% to < 100%   | 20%                               |

When you give notice of your intention to close your Account, you need to give us instructions on how the funds should be disbursed.

If you withdraw all your funds early, the Early Withdrawal Adjustment is calculated on the interest payable at the early withdrawal date.

For a partial early withdrawal, the Early Withdrawal Adjustment is calculated on the amount withdrawn early and then deducted from the principal remaining in your Account.

### Example 1 (Full early withdrawal):

You have a \$10,000 Term Deposit invested for 1 year (365 days) at 3% per annum with interest to be paid at maturity. You request to withdraw the full amount. The date of the early withdrawal, calculated at the date funds are withdrawn, will be 200 days from the date the term commenced.

At day 200, the accrued interest before applying the Early Withdrawal Adjustment, is the investment x the interest rate x (elapsed term / 365):

 $10,000 \times 3\% \times (200 / 365) = 164.38$  (rounded to two decimal places).

To determine the Early Withdrawal Adjustment, we first determine the percentage of the term duration elapsed by dividing the elapsed term by the full term:

200 / 365 = 54.79% (rounded to two decimal places).

In accordance with the Table 1, as the percentage of term elapsed is between 40-60%, we will apply a 60% reduction to the accrued interest in order to calculate the Early Withdrawal Adjustment. Accordingly, the Early Withdrawal Adjustment is:

\$164.38 x 60% = \$98.63 (rounded to two decimal places). This is the amount which will be subtracted from the accrued interest payable at the early withdrawal date.

### Example 2 (Partial Withdrawal)

You have a \$10,000 Term Deposit invested for 1 year (365 days) at 3% per annum with interest to be paid at maturity. You request a partial early withdrawal of

\$4,000. The date of the early withdrawal, calculated at the date funds are withdrawn, will be 200 days from the date the term commenced.

At day 200, the accrued interest for the amount to be withdrawn, before applying the Early Withdrawal Adjustment, is the withdrawal amount x the interest rate x (elapsed term / 365):

 $4,000 \times 3\% \times (200 / 365) = 65.75$  (rounded to two decimal places). As per example 1, the percentage of term elapsed is 54.79% (rounded to two decimal places).

The Early Withdrawal Adjustment is:

 $65.75 \times 60\% = 39.45$  (rounded to two decimal places).

This amount will be deducted from the remaining principal of \$6,000:

\$6,000 - 39.45 = \$5,960.55

For the remainder of the term, interest payable will be calculated on the remaining amount.

#### PART H - COMPLAINTS

### How to make a complaint

If you have a complaint, you can lodge it using any of the following methods:

Calling us: 1300 464 465 (Monday to Friday 7am to 5pm AWST)

Emailing us: complaints@goldfieldsmoney.com.au

Sending us a Secure Mail: via your Internet Banking

Writing to us at:

Attn: The Resolutions Officer

Goldfields Money PO BOX 7030,

Cloisters Square, WA 6850.

### How we will deal with your complaint

Our aim is to resolve your complaint as quickly as possible. Your complaint will be acknowledged within 1 business day, and we will do our best to resolve your complaint within 5 business days.

If we are unable to resolve your complaint within 5 business days, we will keep you informed of the progress of your complaint until you receive our final response.

The table below outlines the maximum response timeframes from the time we receive your complaint.

| Complaint Category   | Maximum Response<br>Timeframe |
|--|-------------------------------|
| Standard complaints  | 30 days                       |
| Credit-related<br>complaints involving<br>default notices  | 21 days                       |
| Credit-related complaints involving hardship notices or requests to postpone enforcement proceedings | 21 days                       |

# Delays in responding to your complaint

In certain circumstances, such as matters that are particularly complex, we may be unable to respond within the maximum response timeframes.

If we can't meet these timeframes, we will notify you of the delay and give you the following information:

- the reasons for the delay;
- your right to complain to the Australian
   Financial Complaints Authority (AFCA) if you are dissatisfied; and
- the contact details for AFCA.

#### When we will respond in writing

You will be provided with a written response to your complaint if:

- it took us longer than 5 business days to resolve your complaint
- your complaint relates to hardship
- you request a written response.

# What to do if you are not satisfied with our response

If you are unhappy with our final response or how we have handled your complaint, you can contact the Australian Financial Complaints Authority (AFCA).

AFCA provides a free and independent external resolution service for individuals and small businesses to resolve disputes between financial institutions and their customers AFCA's contact details are as follows:

Call: 1800 931678

Email: info@afca.org.au Website: www.afca.org.au

Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

If you have a complaint about the way we handled your personal information, you can make a

complaint to the Office of the Australian Information Commissioner (OAIC). You can contact the OAIC on:

Phone: 1300 363 992

Website: https://www.oaic.gov.au/contact-us

Mail: GPO Box 5288, Sydney NSW 2001

#### PART I - CLOSING YOUR ACCOUNT

### How to close your Account

If you want to close your Account prior to the maturity date refer to Part G for more information.

### When we might close your Accounts

NOTE: there are circumstances in which we can close your Account, for example if you do not fund it within 3 days of opening it.

We may close your Account at any time after the maturity date of the Account by emailing you.

We may close your Account immediately without telling you, if:

- your Account no longer meets our risk criteria;
- your Account has not been funded within 3 days of opening;
- we are required to do so under law or by an Australian regulator;
- we suspect on reasonable grounds that there's been a breach of law;
- the Account has been suspended for reasons outlined in 'Suspending your Account' for at least 10 business days;
- we suspect you are threatening or promoting criminal activity, being defamatory, harassing or threatening or exhibiting, promoting or encouraging inappropriate or harmful behaviour or we assess you as being an unco-operative Account Holder;
- we need to protect you or us from fraud or other loss;
- you're no longer eligible to bank with us;
- you withdraw your agreement to receive information under these terms by electronic communication;
- we reasonably consider that you have committed a material breach of these terms that is not capable of remedy or not remedied within 10 days of us notifying you of the breach and how you can remedy it;
- an early withdrawal would result in your Term

Deposit balance being less than the minimum amount we require from time to time;

- you close your nominated account and have not disclosed a replacement nominated account that is acceptable to us;
- we consider it necessary, acting reasonably, to protect our legitimate business interests (including protecting us against legal or regulatory risks, such as fraud, theft or cyberattack, that we deem to be unacceptable); or.
- we consider it reasonably necessary to do so.

# **PART J - DEFINTIONS**

In these terms:

**ACCOUNT** refers to a Term Deposit account we open for you at your request under these terms.

**ACCOUNT HOLDER** means the holder of an Account, who is responsible for all transactions on the Account.

**ACCOUNT KEEPING FEE** means a fee charged by us in exchange for granting you the benefit of an Account.

**AEST** means Australian Eastern Standard Time and includes daylight savings.

**ANTI-MONEY LAUNDERING LAW** is the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the regulations under that Act and the regulatory guidelines issued about that Act.

**APP** means the Goldfields Money mobile app.

**APRA** is the Australian Prudential Regulation Authority. APRA regulate the way we do banking

**AUTHORISED REPRESENTATIVE** means the person(s) authorised by an Account Holder to operate an Account on behalf of the Account Holder:

**BUSINESS** refers to a company, SMSF or an individual who is operating an Account under these terms wholly or predominately for trading or commercial purposes.

**BUSINESS DAY** means a day other than a Saturday, Sunday, bank holiday or National public holiday in Australia, beginning at 9.00am and ending at 5.00pm New South Wales time.

**CONFIRMATION** means a notice to you containing details of your Account such as the date, name, address, amount invested, applicable interest rate and the maturity details.

**DAILY PERCENTAGE RATE** is the interest rate divided

by 365.

**EARLY WITHDRAWAL ADMINISTRATION FEE** means the fee payable for early withdrawal of your funds prior to maturity as shown in your Account Fees Booklet.

**FINANCIAL HARDSHIP** is when you are experiencing difficulties coping with financial commitments due to unforeseen circumstances such as loss of employment, relationship breakdown, illness or injury or anything else we in our discretion determine from time to time.

**GRACE PERIOD** means the period of 7 calendar days starting from the maturity date in which you can choose to withdraw some or all of the value of your Term Deposit, change the term and/or top up your Term Deposit.

**INTEREST RATE** is the annual percentage rate we use to calculate interest we pay on your Term Deposit.

**MATURITY DATE** means the last day that your investment finishes with us or any other date you ask us to set as the maturity date that we agree to. That day must be a business day.

**NOMINATED ACCOUNT** is the transaction account in your name into which you direct us to make withdrawals or pay interest or any other amount you direct in relation to your Term Deposit.

**PERSONAL** means the Account is provided to the individual wholly or predominantly for personal purposes and not in connection with a business.

**PERSONAL INFORMATION** is information or an opinion about you, as an individual, and from which you can be reasonably identified.

**SMSF** stands for Self-Managed Super Fund.

**TERM DEPOSIT** refers to the Account we open for you at your request or under these terms.

**THIRD-PARTY AGENT** means any third party you use to apply for an account with us.

**STATEMENT OF ACCOUNT** for a Term Deposit means the document we give you setting out the details of your Account for that term such as the amount invested, interest rate and period of the investment.

**WHOLESALE CLIENT** has the meaning prescribed under Chapter 7 of the Corporations Act 2001 (Cth) and refers to Account Holder customers meeting this definition.

**WE, US, Our** or **Goldfield's Money** means BNK Banking Corporation Limited trading as Goldfields Money ABN 63 087 651 849 Australian Financial Services Licence 246884.

**YOU** or your means the Account Holder or an Authorised Representative (as the context requires). If there is more than one of these persons or entity, 'you' or 'your' means each of you separately and every two or more of you jointly. 'You' and 'your', includes attorney(s), successors and assigns. that applies to open an Account or that opens an Account with us and your means belonging to you.

Any reference to "\$" is to Australian dollars.

GOLDFIELDS MONEY TERM DEPOSIT TERMS AND CONDITIONS (01/07/24)

ABN 63 087 651 849 Australian Financial Services Licence and Australian Credit Licence 504782

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