

Tyro EFTPOS Banking Terms and Conditions

PART E – Tyro Business Term Deposits

This Part E forms part of the Tyro EFTPOS Banking Terms and Conditions and applies to all Tyro Business Term Deposits.

Effective: 9 December 2019

1. Meaning of words

All capitalised words have the same meaning as in Part A of the Tyro EFTPOS Banking Terms and Conditions unless specifically defined in this Part.

In this Part E:

- (a) **"Term Deposit Amount"** means the amount you choose to deposit in a term deposit in accordance with these terms. We also call that amount the Principal;
- (b) **"Term Deposit Interest Rate"** means the interest rate applying to the term deposit when it is opened;
- (c) **"Term"** means the term of the term deposit you choose in accordance with these terms;
- (d) **"Maturity Date"** means the last day of the Term.

2. Important information about your Term Deposit

- (a) If you request the funds in your term deposit to be withdrawn or transferred before the last day of the term that the funds are agreed to be deposited for, a notice period of 31 days applies to such requests;
- (b) Tyro has the discretion to delay the withdrawal or transfer of your term deposit funds until the end of the 31 day notice period (but not beyond the Maturity Date);
- (c) If you may have a need in the future to immediately withdraw or transfer the funds in your term deposit, other deposit products may be more suitable;
- (d) If you give consent for the funds in your term deposit to be transferred on the Maturity Date to another deposit product that has terms substantially the same as those that apply to the term deposit, that other deposit product may have a lower interest.

3. Terms Available

You can find out details of the available terms for a term deposit via the Tyro App.

4. Maximum and Minimum Amount

The minimum amount we will accept for a term deposit is \$1,000.

The maximum amount we will accept for a term deposit is \$100,000.

The amount you tell us to deposit in a term deposit must be within these amounts.

5. Opening a Term Deposit

You can ask us to open a term deposit using the Tyro App. You will need to choose the term from one of the options available and also the amount you want to deposit, and provide us with any other information we reasonably request, including any information required for us to satisfy our obligations under the AML/CTF Act.

The term deposit will be funded from your Tyro Bank Account. So you also must have and maintain a Tyro Bank Account. You will need to ensure that there are sufficient funds in your Tyro Bank Account to invest the Term Deposit Amount in a term deposit. If you do not have a Tyro Bank Account or there are not sufficient funds in your Tyro Bank Account, you will not be able to open a term deposit.

When you give us instructions to open a term deposit on the Tyro App, you authorise us to:

- (a) debit your Tyro Bank Account with the Term Deposit Amount; and
- (b) open a term deposit in your name for the Term Deposit Amount for the Term.

We do not have to agree to open a term deposit.

You can have more than one term deposit at a time.

You will only be able to access your Tyro Business Term Deposit through the Tyro App, which is only accessible from a Device. See clause 3.0 of Part C of the Tyro EFTPOS Banking Terms and Conditions.

6. Interest Rate

The interest rate payable on your term deposit will be fixed for the Term and will not change during that Term. However if you withdraw funds before the Maturity Date, the interest you earn will be reduced. Please see clause 11 of this Part E for further information about how your interest will be reduced if you withdraw your funds before the Maturity Date.

Your interest rate will be set out in the confirmation we provide to you and it forms part of the terms and conditions of your term deposit.

Information about current interest rates available for term deposits can be found via the Tyro App.

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7. How interest is calculated and paid

Interest on your term deposit is calculated on a daily basis as follows:

$$\text{Term Deposit Amount X } \frac{\text{the Term Deposit Rate}}{365 \text{ days}}$$

However, if you withdraw funds before the Maturity Date, your interest will be reduced as described in clause 11 of this Part E below.

We will pay you the interest earned on your term deposit at maturity or if you withdraw the funds before the Maturity Date, we will pay you the reduced interest at the time we process your request. We will pay the interest into your Tyro Bank Account.

8. Confirmation of Account

We will give you a confirmation each time you open a term deposit.

The confirmation will be given to you via the Tyro App, by email or by other electronic means as we determine in our discretion. Each confirmation we send when you open a term deposit will record the date of your term deposit, the Term Deposit Amount, the Term Deposit Interest Rate and the Maturity Date. You should review your confirmation as soon as you receive it to ensure that all details are correct. Please contact us immediately if you believe there is an error on your confirmation.

9. Maturity of a Term Deposit

Your term deposit matures (ends) on the Maturity Date. Unless your term deposit has already been closed, on the Maturity Date we will credit the Term Deposit Amount to your Tyro Bank Account and close your term deposit.

10. Early Withdrawal - Notice Period

Withdrawing your funds before the Maturity Date is known as a break.

If you have a term deposit and you want to withdraw your funds before the Maturity Date, you will need to provide us with at least 31 days' prior notice. You can notify us at any time by contacting Customer Support.

The 31 day notice period begins on the day we receive your instruction. However, if you withdraw your funds early, your interest will be reduced as described in clause 11 of this Part E.

This means that if your term deposit has less than 31 days remaining until the Maturity Date, you may only withdraw your funds on the Maturity Date.

However, that notice period does not apply if you ask us to withdraw funds from the Tyro Business Term Deposit within 7 days of it being opened. The 7 days begins on the day we open your Tyro Business Term Deposit. In that case we will deposit the funds into your Tyro Bank Account and close the term deposit. You will not be paid any interest on the Term Deposit Amount in that case.

If you are experiencing financial hardship and require urgent access to your funds, please tell us as soon as you can.

In this case, we may, depending on the circumstances, waive the notice requirement for early withdrawal and/or decide not to apply the reduction in interest referred to in column 2 of the table at clause 11 of this Part E below.

11. Interest Reduction on Early Withdrawal

If you withdraw funds from your term deposit before the Maturity Date, a reduction in the interest payable to you will apply.

This reduction will be based on the elapsed Term and will be a reduction in the interest as set out in the following table:

Term Elapsed	Interest Reduction
0 to 7 days	No interest is paid
8 days to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

We will calculate the interest in accordance with the formula in clause 7 of this Part E for each day of the elapsed Term and then reduce it by the percentage set out above. For example, you have a Tyro Business Term Deposit with a 90 day term. Your Term Deposit Amount (or 'Principal') is \$100,000 and the Term Deposit Interest Rate is 1.50% per annum. In accordance with this Part E, you notify us 30 days into your 90 day term that you wish to break your Tyro Business Term Deposit. At the end of the notice period (known as the 'effective break date'), the total Term elapsed is 61 days, which is 67.78% of the Term (rounded to two decimal places). In accordance with the table in this clause 11 of this Part E, your interest reduction will be 40% of the interest earned on your Term Deposit Amount as at the effective break date. At daily interest of \$4.10958904 (calculated in accordance with clause 7 of this Part E above) multiplied by 61 (being the elapsed Term), the earned interest of \$250.68 (rounded to two decimal places) is then reduced by \$100.27 (being the applicable interest reduction

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rounded to two decimal places). The total interest payable is \$150.41.

12. Payment

If you request the withdrawal of funds from a term deposit before the Maturity Date, the Term Deposit Amount will be paid to your Tyro Bank Account after the end of notice period or the Maturity Date (whichever is the sooner) and the term deposit closed.

If your term deposit matures, the Term Deposit Amount will be paid to your Tyro Bank Account on the Maturity Date and the term deposit closed.

13. Insolvency

If we receive notice that you are subject to an Insolvency Event, we will immediately freeze the Tyro Business Term Deposit and we will only authorise transactions on the Tyro Business Term Deposit that we receive from or on behalf of the trustee in bankruptcy, receiver, administrator, controller, liquidator or any other person that is appointed or otherwise lawfully controls you or your assets.

14. Other

Your term deposit is a protected account under the *Banking Act 1959* (Cth for Commonwealth) and accordingly:

- (a) you may be entitled to payment under the financial claims scheme;
- (b) payments under the scheme are subject to a maximum limit of \$250,000 for each depositor;
- (c) information about the financial claims scheme can be obtained from <https://www.fcs.gov.au/>