Rabobank Platform Term Deposit - Terms and Conditions

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Rabobank Australia Limited
ABN 50 001 621 129 AFSL 234 700
Australian Credit Licence 234 700

Rabobank

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Key Account Features table This table provides an overview of the key deposit account features. Where further information is available, please refer to clause references that have been provided within the table.	
Maximum balance (refer to clause 5)	$5 million for individuals (natural persons) and $2 million for other entities.
Calculation and payment of interest (refer to clause 7)	Interest is calculated daily and paid: • for terms up to 1 year, at maturity; and • for terms greater than 1 year, annually.
Available terms (refer to clause 3)	Subject to any agreement between Rabobank and a Platform Operator, Term Deposits are made available as Platform Term Deposits for terms of between 3 months to 5 years. Not all term options may be available to you. Please refer to the Product Disclosure Statement, IDPS Guide or other disclosure document issued by the Platform Operator.
Early withdrawal (refer to clause 6)	Term Deposits may be withdrawn before the maturity subject to a 31 day notice period and the application of an early withdrawal fee.
Applicable fees and charges	Aside from the early withdrawal fee, Rabobank does not apply other fees and charges to Platform Term Deposits.

1. General Information about Rabobank Platform Term Deposits

1.1 Rabobank Platform Term Deposits are open for Platform Investors to select or instruct a Platform Operator to invest in. However, Platform Investors do not deposit funds directly with (or transact directly with) Rabobank. Platform Term Deposits are opened in the name of and held by the Platform Operator or their nominated custodian.

1.2 Information provided by Rabobank to Platform Investors is of a general nature only, is not professional advice and has been prepared without taking into account Platform Investors' objectives, financial situation or needs. Before making any decision, a Platform Investor should consider their objectives, financial situation and needs.

1.3 In addition to this document, the applicable terms and conditions to a Rabobank Platform Term Deposit are agreed between Rabobank and the Platform Operator, modifying the Rabobank Deposit Account Terms and Conditions. Those terms and conditions which apply to a Rabobank Platform Term Deposit are described in summary in this document.

2. Statements of Account

2.1 Account statements will be provided by Rabobank to the Platform Operator in line with our agreement with them. Platform investors should refer to statements made available to them by the Platform Operator.

3. Available Platform Term Deposit terms

3.1 Subject to any agreement between Rabobank and a Platform Operator, Term Deposits are made available as Platform Term Deposits for terms of 3 months up to 5 years depending on availability from the Platform Operator or for any other term made available by us from time to time. Not all these terms may be available to Platform Investors through a Platform.

4. Maturity of a Platform Term Deposit

4.1 Upon maturity of a Platform Term Deposit, Rabobank will repay the funds to the Platform Operator.

5. Minimum and maximum balances

5.1 A minimum deposit of $5,000 is required for a Rabobank Platform Term Deposit. Deposits from you must not be more than $5 million maximum balance for individuals (natural persons) and $2 million for other entities. These minimum and maximum balances may be subject to change (refer to clause 11 'Variations to Terms and Conditions' for information on how such changes will be communicated).

6. Early Withdrawal of a Platform Term Deposit

6.1 When a Platform Operator invests in a Platform Term Deposit in respect of a Platform Investor, there is agreement to invest a fixed amount for a fixed term at a fixed interest rate. During its term, any withdrawal instruction must be made with at least 31 days' notice unless financial hardship applies as defined by us.

6.2 The 31 day notice period applies to Platform Term Deposits unless a request is made by a Platform Investor and it can be shown that the Platform Investor needs access to its funds earlier due to financial hardship. If a Platform Investor needs earlier access to funds prior to maturity due to financial hardship, the Platform Investor may need to provide details to enable Rabobank to assess whether their case qualifies for an earlier withdrawal under Rabobank's financial hardship policy. Such early access requests should be made by a Platform Investor through the Platform Operator.

6.3 A Platform Investor who wishes to break part or all of a Platform Term Deposit prior to maturity, should contact their relevant Platform Operator. Upon receiving notice of an early withdrawal request, Rabobank will provide a quote, which includes an early withdrawal value of the Term Deposit (calculated taking into account the early withdrawal fee). Rabobank will seek confirmation from the Platform Operator for the Term Deposit to be withdrawn before processing the withdrawal. Please note that if confirmation is not received prior to processing cut-off times (as advised on the Rabobank website), a new quote may need to be issued by Rabobank.

6.4 For Platform Term Deposits, Rabobank will apply an early withdrawal fee, the amount of which will be equivalent to reducing the interest rate on the Platform Term Deposit according to the following calculation:

% of Term Elapsed at Withdrawal Date	Reduction to interest rate applying to Platform Term Deposit
Less than 20%	80%
20%<40%	60%
40%<60%	40%
60%<80%	20%
80%-100%	10%

Example: A Platform Investor has a $20,000 Platform Term Deposit invested for 1 year (365 days) at 2.50%p.a. and requests to withdraw it after 210 days. The interest that has accrued is: $20,000 x 2.50%p.a. x 210 / 365 = $287.67.

To determine the reduced interest rate to apply Rabobank divides the elapsed term of 210 days by the full term of 365 days to get an elapsed term percentage figure of 57.53%. In accordance with the above table, as the term elapsed is between 40- 60%, we will apply a 40% reduction to the 2.50%p.a. calculated as follows: 2.50%p.a. – (2.50% x 40%) = 1.50%p.a.
Interest calculated using the new reduced interest rate is:

$20,000 x 210 days x 1.50% / 365 = $172.60.

The interest adjustment is therefore: $287.67 - $172.60 = $115.07.

6.5 For all Platform Term Deposits, the principal and any interest payable (less any Early Withdrawal Fee) upon early termination will be repaid to the Platform Operator to make available to a Platform Investor.

6.6 If a Platform Term Deposit has less than 31 days remaining of the term, the earliest that a Platform Investor or Platform Operator may access the funds is at maturity unless Rabobank has agreed to release funds earlier for financial hardship reasons.

7. How Rabobank pays Interest

7.1 Interest is calculated and paid to the Platform Operator in accordance with any agreement between Rabobank and the Platform Operator.

8. Financial Claims Scheme

8.1 The Financial Claims Scheme provides protection for depositors of banks incorporated in Australia (such as Rabobank Australia Limited) for deposits of up to $250,000 per account holder per bank. For term deposits made through a Platform, the depositor into a Rabobank Platform Term Deposit is the Platform Operator (or their nominated custodian) and not the Platform Investor. As a result, a Platform Investor will not have the direct benefit of this protection under the Financial Claims Scheme and the cap on protection provided by the Financial Claims Scheme will apply at the Platform Operator level.

9. Blocking and closure

9.1 Rabobank maintains rights to close or block access to Term Deposits as outlined in its agreement with a Platform Operator, this can include for reasons where:

(a) it is no longer lawfully possible for Rabobank to provide an account to the Platform Operator;

(b) the Platform Operator commits a material breach of its agreement with Rabobank;

(c) Rabobank reasonably believes it necessary to prevent fraud, scams, mule account activity (which means activity relating to an account indicating that the account may be used to process money linked to criminal activity) or financial loss to us or you arising from the misuse or unauthorised use of the Account or our banking services;

(d) Rabobank considers it necessary to comply with Australian law or sanctions (or the law or sanctions of any other country) or to comply with our regulatory and compliance obligations and manage associated risk; or

(e) we consider it necessary, in our reasonable opinion, in order to protect our legitimate business interests.

9.2 Rabobank maintains rights to close or block access to Term Deposits for a particular Platform Investor where:

(a) it is no longer lawfully possible for Rabobank to provide an account for the Platform Investor;

(b) the Platform Investor causes the Platform Operator to commit a material breach of this document or the Platform Operator's agreement with Rabobank;

(c) Rabobank reasonably believes it necessary to prevent fraud, scams, mule account activity (which means activity relating to an account indicating that the account may be used to process money linked to criminal activity) or financial loss to us or you arising from the misuse or unauthorised use of the Account or our banking services;

(d) Rabobank considers it necessary to comply with Australian law or sanctions (or the law or sanctions of any other country) or to comply with our regulatory and compliance obligations and manage associated risk; or

(e) we consider it necessary, in our reasonable opinion, in order to protect our legitimate business interests.

10. Complaints and feedback

10.1 If you have a complaint or dispute, we would usually expect that the Platform Operator will be best placed to first consider such a complaint or dispute. If you are not satisfied with the resolution offered or if your complaint is not resolved within 30 calendar days, you may escalate your complaint to the Australian Financial Complaints Authority (AFCA) (Website: www.afca.org.au Phone: 1800 931 678)

If you believe that Rabobank is the appropriate party to respond to a complaint, you can contact us by visiting our Website, calling us on 1800 025 484

11. Variations to terms and conditions

11.1 The terms and conditions that we agree with the Platform Operator may be changed by agreement or as outlined in the Rabobank Deposit Account Terms and Conditions (available on the Rabobank Australia website). This Platform Term Deposit – Terms and Conditions may also be updated to reflect such changes.

11.2 In addition to the reasons provided in clause 11.1, these Platform Term Deposit – Terms and Conditions may also be updated:

(a) to comply with any change or anticipated change in any relevant law, Banking Code of Practice), guidance or general banking practice

(b) to reflect any decision of a court, ombudsman or regulator;

(c) as a result of changed circumstances relating to the Account (e.g. changes in technology, or to our systems procedures);

(d) to correct errors; or

(e) to make the terms and conditions clearer.

11.3 If this Platform Term Deposit - Terms and Conditions document is changed, we will communicate this to the Platform Operator who may communicate this with you in accordance with any agreement between you and the Platform Operator.

11.4 We will give prior reasonable written notice (which will not be less than 30 days) of any such changes to the Platform Term Deposit – Terms and Conditions unless:

(a) we believe the changes are necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss. In such a case, in which case we may give you a shorter, or no, notice period; or

(b) there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In such a case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicise the introduction or change).

12. Applicable Law

12.1 These Platform Term Deposit - Terms and Conditions are governed by the law of the New South Wales and any parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that place.

13. Privacy

13.1 We will generally not collect your personal information except in limited circumstances (e.g. if you make a complaint). In such cases, we will handle the personal data we obtain and hold as set out in our Privacy Policy (available on our Website or in hard copy upon request). In most circumstances, you should refer to your Platform Operator's Privacy Policy for information about how they handle personal information.

14. Definitions| *Important* Words *and their meanings*

The following are important words in these Platform Term Deposit – Terms and Conditions:

Platform: means an Investor Direct Portfolio Service (IDPS) or IDPS-like scheme (as those terms are defined in the Corporations Act 2001 as amended by ASIC Instruments 2023/668 and 2023/669) or other facility through which an investor maintains the sole discretion as to the investment decisions a Platform Operator makes on the investor's behalf and that Rabobank has agreed that its Rabobank Platform Term Deposit product may be made available on.

Platform Investor: means an investor who provides an instruction through a Platform for the Platform Operator to invest in a Rabobank Platform Term Deposit.

Platform Operator: refers to the entity that operates the Platform.

we/us/our/Rabobank: means Rabobank Australia Limited ABN 50 001 621 129, AFSL 234700.

you/your: in these Rabobank Platform Term Deposit Terms and Conditions refers to a Platform Investor who has instructed a Platform Operator to invest in a Rabobank Platform Term Deposit.

Any capitalised terms that are not defined in this document will have the same meaning as in the Rabobank Deposit Account Terms and Conditions document (available from the Rabobank Australia website).