

## Customer Direct Debit Service Agreement

This is your Direct Debit Service Agreement (DDSA) with Conekt Australia, Lane Cove Business Park, Unit F9 / 16 Mars Road, Lane Cove West, NSW, Australia 2066 or call 1300 266 358 (ABN: 62 642 707 515), (the Debit User). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request Authorisation (DDRA) and should be read in conjunction with your DDRA form.

### Definitions

"Account" means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

"Agreement" means this Direct Debit Authorisation Agreement between you and us.

"Banking day" means a day and your Direct Debit Service Agreement that can be any day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

"Debit day" means the day that payment by you to us is due.

"Debit" payment means a particular transaction where a debit is made.

"Direct Debit Request and Authorisation" (DDRA) means the written, verbal or online request between us and you to debit funds from your account. "us" or "we" means Conekt Australia (ABN: 62 642 707 515), (the Debit User) you have authorised by signing a Direct Debit Request and Authorisation form.

"You" means the customer who has authorised the Direct Debit Request and Authorisation (DDRA).

"Your financial institution" means the financial institution at which you hold the account you have authorised us to debit.

"Direct Debit Service Agreement" (DDSA) means the written, verbal or online Agreement found at [www.conekt.com/legal](http://www.conekt.com/legal). It explains what the obligations are when undertaking a Direct Debit arrangement with us (Conekt Australia). It also details what our obligations are to you as your Direct Debit provider.

### Debiting your account

By submitting a *Direct Debit Request Authorisation*, you have authorised us to arrange for funds to be debited from *your account*. The *Direct Debit Request Authorisation* and this *agreement* set out the terms of the arrangement between us and you. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request Authorisation form*.

or

We will only arrange for funds to be debited from *your account* if we have sent to the email / address nominated by you in the *Direct Debit Request Authorisation*, a billing advice which specifies the amount payable by you to us and when it is due.

### Amendments by us

We may vary any details of this Agreement or a Direct Debit Request Authorisation at any time by giving you at least fourteen (14) days written notice sent to the preferred email or address you have given us in the Direct Debit Request Authorisation.

### How to cancel or change direct debits

You can: (a) cancel or suspend the Direct Debit Request Authorisation ; or (b) change, stop or defer an individual debit payment at any time by giving at least 7 days notice. To do so, contact us at: Lane Cove Business Park, Unit F9 / 16 Mars Road, Lane Cove West, NSW, Australia 2066 or call 1300 266 358 during business hours; You can also contact your own financial institution, which must act promptly on your instructions.

### Your obligations

It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request Authorisation*. If there are insufficient clear funds in *your account* to meet a *debit payment* please refer to these outcomes (a) you may be charged a fee and/or interest by your financial institution; (b) we may charge you reasonable costs incurred by us on account of there being insufficient funds; and / or (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment. You should check your account statement to verify that the amounts debited from your account are correct. If you cancel this agreement prior to the end of your service agreement we may charge a monthly admin or manual processing fee. We are entitled to charge a monthly \$25 admin fee for accounts not set up on direct debit that need to be billed manually for continued services.

### Dispute

If you believe that there has been an error in debiting your account, you should notify us directly on 1300 266 358 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can contact your financial institution for assistance. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

### Accounts

You should check:

(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.(b) your account details which you have provided to us are correct by checking them against a recent account statement; and (c) with your financial institution before completing the Direct Debit Request Authorisation if you have any queries about how to complete the Direct Debit Request Authorisation .

### Confidentiality

We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about you: - to the extent specifically required by law; or for the purposes of this agreement (including disclosing information in connection with any query or claim).

### Contacting each other

If you wish to notify us in writing about anything relating to this agreement, you should write by email : [accounts@conekt.com.au](mailto:accounts@conekt.com.au), by mail: Lane Cove Business Park, Unit F9 / 16 Mars Road, Lane Cove West, NSW, Australia 2066, you may telephone us on 1300 266 358 during business hours. All communication addressed to us should include your Customer Number. We will notify you by sending a notice to the preferred address or email you have given us in the Direct Debit Request Authorisation. Any notice will be deemed to have been received on the second banking day after sending.