

DIRECT DEBIT REQUEST – SERVICE AGREEMENT

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 Request Service Agreement between *you* and *us*.

business day means a 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 means the Direct Debit Request between *us* and *you*

funds means any amount held on behalf of *you* by *your financial institution* from which *Stratapay* may debit amounts.

payment service means the provision of payment options facility through *StrataPay* via its internet sites, by telephone or mail or its agents.

us or *we* means **StrataPay Pty Ltd** (User Id: 056118) *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

1. Debiting your account

- 1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between *us* and *you*.
- 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.
- 1.3 If the *debit day* falls on a day that is not a *business day*, we may direct *your financial institution* to debit *your account* on the following *business day*.
If *you* are unsure about which day *your account* has or will be debited *you* should contact StrataPay Pty Ltd.

2. Changes by us

- 2.1 We will not vary any details of this *agreement* or a *direct debit request* without giving *you* at least fourteen (14) days written notice.

3. Changes by you

- 3.1 If *you* wish to change the arrangements under a direct debit request *you* must notify *us* in writing at least fourteen (14) days before the change is to be effective.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least fourteen (14) days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* fourteen (14) days notice in writing using the *Direct Debit Cancellation Request Form* before the next *debit day*. The form is available at <http://www.stratapay.com.au/assets/forms/spcancelddr.pdf>. This notice should be given to *us* in the first instance.

4. Your obligations

- 4.1 It is *your* responsibility to ensure that:
 - (a) to ensure the DDR is signed in terms of account signing authority (ie: joint accounts);
 - (b) to ensure StrataPay is advised if your account is transferred or closed;
 - (c) to arrange a suitable alternative payment arrangement if the DDR is cancelled;
 - (d) there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *direct debit request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:
 - (a) *you* may be charged a fee and/or interest by *your financial institution*;
 - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
 - (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*.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct
- 4.4 If **StrataPay Pty Ltd** is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then *you* agree to pay **StrataPay Pty Ltd** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, you should notify us directly on 1300 135 610 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your query</i> by passing an adjustment to <i>your account</i> (inclusive of any interest / charges accrued as a result of the incorrect amount being debited) accordingly. We will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your query</i> by providing you with reasons and any evidence for this finding.</p> <p>5.4 Any queries you may have about an error made in debiting <i>your account</i> should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can refer it to <i>your financial institution</i>.</p>
6. Accounts	<p>You should check:</p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your account</i> details which you have provided to us are correct by checking them against a recent <i>account</i> statement; and (c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if you have any queries about how to complete the <i>direct debit request</i>.
7. Confidentiality	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> 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.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim). <p>7.3 We will collect, use and disclose any personal information in accordance with <i>StrataPay's</i> privacy policy which is available upon request from you to <i>Stratapay</i>.</p>
8. Notice	<p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL, 9726</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>
9. Indemnity	<p>By signing the <i>direct debit request</i> you hereby indemnify <i>StrataPay</i> and acknowledge that <i>StrataPay</i> will not be liable for any loss or damage, whether direct, indirect or consequential (including legal fees and other costs incurred) arising out of:</p> <ul style="list-style-type: none"> (a) loss of funds, delay and/or unavailability of <i>payment services</i> by <i>StrataPay</i>; (b) the inaccuracy, inadequacy or incompleteness of the information contained on the <i>StrataPay</i> internet site or any of its printed material; (c) a breach of this <i>agreement</i> by you including any act, neglect or default by you (d) any successful claim by any third party against <i>StrataPay</i> in respect of any matter arising from the operation, use, transfer of data or monies to and from <i>StrataPay</i> and/or <i>StrataPay</i> by you; or (e) your conduct in general.
10. General	<p>This <i>agreement</i> is governed by the law of Queensland. You may not assign your rights or obligations under this <i>agreement</i> without the written agreement of <i>StrataPay</i>. If any part of this <i>agreement</i> is unenforceable, the remainder will not be affected.</p>
11. Contact Information	<p>You can contact <i>StrataPay Pty Ltd</i> through the following channels:</p> <p>Mail: StrataPay Pty Ltd, Locked Bag 9, GCMC, BUNDALL QLD 9726</p> <p>Email: payments@stratapay.com.au</p> <p>Facsimile: 07 5575 7433</p> <p>Telephone: 1300 135 610</p>