

# Direct Debit Request and Service Agreement

## DIRECT DEBIT REQUEST

Please use this form to authorise Direct Debits from Your Account.

Company Name	
Trading As	
ABN	

### Contact Details

Name	
Email (settlement)	
Email (order conf.)	
Phone Number	
Website	
Company Address	

### Customer Service Details

Email (customer service)	
Phone (customer service)	

### Bank Account Details

Name of Bank	
Branch	
Name of Account	
BSB Number	
Account Number	

I/we, the undersigned:

- authorise and request Afterpay Pty Ltd (ABN 15 169 342 947) ("**Afterpay**") and Touch Networks Pty Ltd (ABN 51 091 258 650) ("**Touch Networks**") having User Identification Number 199295 (acting for and on behalf of Afterpay in relation to this Direct Debit Request) to arrange for funds to be debited from the account above through the Bulk Electronic Clearing System in accordance with the terms and conditions set out in this Direct Debit Request and the Direct Debit Request Service Agreement below;
- agree that, unless otherwise agreed by Afterpay in writing and notwithstanding any provisions of the Direct Debit Request Service Agreement below, this authorisation is to remain in force until the Afterpay Merchant Agreement (as defined in the Direct Debit Request Service Agreement below) is terminated and all obligations arising prior to, at or from such termination have been finally discharged in full;
- authorise Afterpay and Touch Networks to verify the details of the above account with the bank detailed above ("**Bank**");
- authorise the Bank to release information to allow Afterpay or Touch Networks to verify the account details;
- acknowledge having read and understood and agree to the terms and conditions governing the debit arrangements with Afterpay and Touch Networks as set out in this Direct Debit Request and the Direct Debit Request Service Agreement; and
- warrant that I/we am/are authorised to sign for and bind the merchant.

\_\_\_\_\_  
Signature of Director / Secretary /  
Authorised Representative (please circle)

\_\_\_\_\_  
Signature of Director / Secretary /  
Authorised Representative (please circle)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 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.

**Afterpay Merchant Agreement** means the agreement entered into between Afterpay Pty Ltd (ABN 15 169 342 947) and you governing the provision of the services to you.

**agreement** means this Direct Debit Request Service Agreement between you and us.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit arrangements** means the debit arrangements that apply between you and us as set out in this agreement and the direct debit request.

**debit day** means the day that your account is due to be debited under this agreement.

**debit payment** means a particular instance of a debit being made from your account.

**direct debit request** means the above Direct Debit Request made by you to us.

**services** has the meaning given in the Afterpay Merchant Agreement.

**us, our or we** means Afterpay Pty Ltd (ABN 15 169 342 947) and/or Touch Networks Pty Ltd (ABN 51 091 258 650) (acting for and on behalf of Afterpay Pty Ltd in relation to this agreement).

**you** means the merchant 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 the 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 in the amount(s) payable to us in accordance with the Afterpay Merchant Agreement and which is notified to you. The debit will be made no earlier than the date on which such amount is required to be paid to us under the Afterpay Merchant Agreement.

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 been or will be debited, you should ask your financial institution.

**2. Changes by us** We may vary any details of or cancel the debit arrangements at any time by giving you at least thirty (30) days' written notice.

**3. Changes by you**

3.1 Subject to 3.2 and 3.3 and 3.4, you may request changes to the debit arrangements by contacting Afterpay Pty Ltd using the contact details in clause 9 below.

3.2 If you wish to stop or defer a debit payment, you must give us at least fourteen (14) days written notice prior to that debit payment being processed by your financial institution.

3.3 You may also request for cancellation of the direct debit request at any time by giving us at least thirty (30) days notice in writing.

3.4 You should give us in the first instance your request for stopping a debit payment or cancellation of your authority for us to debit your account, but may also direct such a request to your financial institution.

3.5 If you change the debit arrangements or the authorisation given under the direct debit request, you will still be liable to us for the payment(s) owing to us under the Afterpay Merchant Agreement and will be required to pay us through alternative means by the due date(s) for such payment(s).

**4. Your obligations**

4.1 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 debit arrangements.

4.2 If a debit payment cannot be made on the debit day for that debit payment for any reason including, without limitation, there being insufficient clear funds in your account or your financial institution not permitting that debit payment:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may also be required to pay fees or charges incurred by us (to reimburse us for costs and expenses we have incurred for the failed debit payment), or imposed by us under the Afterpay Merchant Agreement; and
- (c) you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account within the next five [5] calendar days or another agreed time so that the debit payment can be processed.

4.3 If we are unable to effect a debit payment on the relevant debit day, we may, without prejudice to our other rights and remedies (including those set out in clause 4.2 above):

- (a) suspend or cancel your access to the services until all outstanding payments owed by you are made to us. We will use reasonable endeavours to provide you with prior notice of such suspension or cancellation; and/or
- (b) commence proceedings against you for recovery of outstanding amounts due by you to us.

4.4 Nothing in this agreement overrides or otherwise affects the terms of the Afterpay Merchant Agreement.

4.5 You should check your account statement to verify that the amounts debited from your account are correct.

4.6 If we are liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate, together with any fine, penalty or interest payable because of a default by you.

4.7 You must not alter or close the account during the term of the Afterpay Merchant Agreement without notifying us of this change, and delivering to us a direct debit request in respect of an alternative account in a form and substance acceptable to us.

4.8 You acknowledge and agree that the direct debit authority given by you under this agreement will remain in full force and effect in respect of all debit payments made or to be made to your account notwithstanding your death, disability, lack of capacity, power or authority, bankruptcy, insolvency or improper exercise of power or authority.

**5. Dispute**

5.1 If you believe that there has been an error in debiting your account, you should notify us directly via email (disputes@afterpay.com.au) or your financial institution and confirm that notice in writing to us as soon as possible, so that we can resolve your query quickly.

5.2 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 or by sending you a refund cheque, at our election. We will also notify you in writing of the amount by which your account has been adjusted.

	<p>5.3 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.</p> <p>5.4 Any queries you may have about an error made in debiting your account 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 still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.</p>
<p><b>6. Accounts</b></p>	<p>You should check:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) your account details which you have provided to us are correct by checking them against a recent statement of your account; and</li> <li>(c) with your financial institution before completing the direct debit request if you are uncertain about the debit arrangements or have any queries about how to complete the direct debit request.</li> </ul>
<p><b>7. Confidentiality</b></p>	<p>7.1 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 and 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"> <li>(a) to the extent required by law; or</li> <li>(b) for the purpose of the debit arrangements (including disclosing information to your financial institution or others involved in the Bulk Electronic Clearing System), or in connection with a claim or allegation that a debit payment was made incorrectly or wrongfully.</li> </ul>
<p><b>8. Privacy</b></p>	<p>8.1 When you submit a direct debit request, the information we collect for the purposes of fulfilling your direct debit request and providing the services to you above may be personal information about you. If we do not collect this personal information we cannot fulfil your direct debit request.</p> <p>8.2 Your personal information may be disclosed to other entities as set out in clause 7. Your personal information may be disclosed to third parties outside Australia in accordance with our Privacy Policy. Further information about how we handle your personal information can be found in our Privacy Policy, available on our website at <a href="https://www.afterpay.com.au/privacy/">https://www.afterpay.com.au/privacy/</a>. Our Privacy Policy also contains information on how you can access and seek correction of information we hold about you, as well as information on how to complain about how we have handled your personal information.</p>
<p><b>9. Notice</b></p>	<p>9.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Afterpay Pty Ltd by email at <a href="mailto:info@afterpay.com.au">info@afterpay.com.au</a>.</p> <p>9.2 We may notify you by sending a notice to the email or postal address you have given us in the direct debit request or last advised to us. Any notice will be deemed to have been received by you on delivery by hand, on the next day after sending the email (provided that no delivery failure notice has been received by the sender), or the third banking day after posting (whichever is applicable).</p>
<p><b>10. Governing law</b></p>	<p>This agreement is governed by and to be construed in accordance with the laws of New South Wales.</p>