

Direct Debit Client 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 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 you and us.

"Preferred Contact Method" means your indicated method of contact authorised on the Direct Debit Request.

"Signature" includes your oral consent by telephone or any written or electronic method permitted by law at the relevant time as being able to be used to identify a person's approval of the information communicated, in a manner binding on that person.

"Us or we" means PriCap Pty Ltd ABN 83 090 976 104 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 agreement between you and us.

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.

2. Change by us

2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days notice using your designated preferred contact method.

3. Change by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by writing to us at PriCap Pty Ltd ABN 83 090 976 104, P O Box 910, CLAREMONT, WA 6910 or E-mail support@pricap.com.au

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. A copy of the notice provided to us may be directed to your financial institution.

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 before the next debit day. This notice should be given to us in the first instance. A copy of the notice provided to us may be directed to your financial institution.

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 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 the 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 Bendigo Bank Limited ABN 39 058 471 800 ("Bendigo Bank") is liable to pay goods and services tax ("GST") on a supply made by Bendigo Bank in connection with this agreement, then you agree to pay the Bendigo Bank on demand an amount equal to the consideration payable for the supply multiplied by the previous GST rate.

5. Our commitment to you

5.4 If you believe that there has been an error in debiting your account, you should notify us in writing at PriCap Pty Ltd ABN 83 090 976 104, P O Box 910, CLAREMONT, WA 6910 or E-mail support@pricap.com.au as soon as possible so that we can resolve your query more quickly.

5.1 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 by your preferred contact method of the amount by which your account has been adjusted.

5.2 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.

5.3 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.

6. Accounts

6.1 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 if you have any queries about how to complete the direct debit request.

7. Confidentiality

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 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.

7.2 We will only disclose information that we have about you;

a) to the extent specifically required by law; or

b) for the purpose of this agreement (including disclosing information in connection with any query or claim)

8. Notice

3.5 If you wish to notify us in writing about anything relating to this agreement, you should write to PriCap Pty Ltd ABN 83 090 976 104, P O Box 910, CLAREMONT, WA 6910 or E-mail support@pricap.com.au

8.1 We will notify you by sending a notice by your preferred method of contact you have given us in the direct debit request or via E-mail.

8.2 Any notice will be deemed to have been received two business days after it is posted or via electronic receipt from receiving your E-mail.