

Direct Debit Request (“DDR”) Service Agreement

(Sub Merchant / Platform)

PURPOSE:

This document explains what your obligations are when undertaking a Direct Debit arrangement with Payrix Australia Pty Ltd ACN 135 196 397 (“Payrix”). It also details what our obligations are to You, as your Direct Debit Provider. Please keep this document in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with your DDR authorisation.

Please ensure you read the following before submitting a Direct Debit Request.

DEFINITIONS AND INTERPRETATION:

Agreement means the agreement You have with Payrix for the receipt of Payrix Services and any related documents referenced therein.

Direct Debit means an automatic transaction that transfers money from your account to another.

Direct Debit Request or DDR means the written, verbal or online request with your authorisation to debit funds from your Nominated Account.

Financial Institution means the Financial Institution indicated on the DDR at which You hold the Nominated Account.

Nominated Account means the account held at the Financial Institution you’ve nominated in your DDR, and from which we are authorised to arrange for funds to be debited.

Us/We means Payrix Australia Pty Ltd (ACN 135 196 397).

You means the Nominated Account holder/s on the DDR who have authorised the Direct Debit Request

AGREEMENT TERMS:

1. By signing and submitting the DDR, You authorise Payrix, Direct Debit User ID number 382220 / 635879, to make periodic debits from your Nominated Account. You acknowledge that the debit amount will be debited from your Nominated account according to the DDR, this DDR Service Agreement and your Agreement with Payrix.
2. You agree that You have the legal capacity and authority to execute the DDR and are authorised to give Direct Debit instructions on the Nominated Account.
3. You acknowledge that if specified in your Agreement, certain fees and charges (including set-up, variation, SMS, processing, dishonor or failed payment fees) may apply to the DDR and be payable to Payrix, and You agree to pay those fees to Payrix.
4. You acknowledge that there may be a delay in processing the debit if the DDR is received by Payrix after 2:30pm AEST Monday to Friday, or on a day that is not a banking business day in either Sydney or Melbourne; or there is a public or bank holiday on the day of or on any of the following days after the debit transaction is due to be processed. Any Direct Debit payment that falls due on any of the above will be processed on the next business banking day. If you’re unsure about which day your account has been, or will be debited, you should speak with your Financial Institution.
5. We may vary any details of this DDR Service Agreement or a DDR at any time by giving you at least fourteen (14) days’ written notice.
6. You may, subject to the terms and conditions of your Nominated Account and your Agreement, cancel or defer a Direct Debit payment, make a change to your Nominated Account number or alter your DDR payment schedule by providing Us with at least fourteen (14) business days’ notice in writing prior to the Direct payment date. If You require further information, please contact the Sub-Merchant or your Financial Institution.
7. You authorise Payrix to vary the Direct Debit payment amount from time to time upon receiving your written instruction. You agree that you do not require Payrix to confirm such variation/s with You.
8. You acknowledge and agree it is your responsibility to:
 - a. ensure your Nominated Account can accept Direct Debits, as direct debiting through Bulk Electronic Clearing System (BECS) is not available on all accounts. In doubt, you should contact your Financial Institution;
 - b. verify your Nominated Account details against a recent bank statement to ensure accuracy of the details provided in the DDR. If you’re uncertain about any of the details requested in the DDR, You should confirm with your Financial Institution prior to completing the DDR;
 - c. ensure there are sufficient clear funds available in your Nominated Account and that sufficient clear funds will remain in your Nominated Account to allow a Direct Debit to be made on the payment date in accordance with the DDR. Direct Debits usually occur overnight, however transactions can take up to three (3) business days depending on the Financial Institution. If there are insufficient clear funds available in your Nominated Account to meet the debit payment, the payment will be regarded as not having been made and You agree that Payrix will not be held responsible for any resulting fees and/or charges that may be charged by either your or Payrix’s Financial Institution;
 - d. advise Payrix immediately if the Nominated Account is transferred, closed or your Nominated Account details change; and
 - e. arrange a suitable alternative payment method if Payrix cancel the Direct Debt payment arrangements.
9. You authorise Payrix to verify your details nominated on the DDR with your Financial Institution and for your Financial

Institution to release your information to Payrix to enable this verification. Where necessary, you authorise Payrix to correct any details on your DDR as instructed by your Financial Institution.

10. If You believe there has been an error in debiting your account, You should notify Payrix as soon as possible. Payrix will notify you in writing of its determination and the amount of any adjustment that will be made to your Nominated Account (if any) and arrange with your Financial Institution to adjust your Nominated Account by the applicable amount (if any). Alternatively, You may also contact your Financial Institution.
11. If a debit is returned by your Financial Institution as unpaid, You will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including but not limited to any solicitor fees and collection agent fees appointed by Payrix.
12. You authorise Payrix to attempt to re-process any unsuccessful Direct Debit payments. If no resolution is forthcoming, You are advised to contact your Financial Institution.
13. Payrix reserves the right to cancel the Direct Debit payment arrangements if three (3) consecutive Direct Debit payments are dishonored by your Financial Institution, in which case You should arrange for an alternative payment method with Payrix.
14. Payrix will keep any information (including your Nominated Account details) in your DDR confidential. We will make all 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.
15. We will only disclose information that we have about You according to our Privacy Policy or for the purposes of conducting Direct Debits with your Financial Institution (including disclosing information in connection with any query or claim).
16. You acknowledge that by submitting the DDR, You have received, read and understood the above terms.

Payrix Australia Pty Ltd
ACN: 135 196 397; ABN 63 135 196 397
P.O Box 6290, Upper Mt Gravatt, Queensland 4122
Email: support@payrix.com.au
Ph: 07 3040 4320 Fax: 07 3343 8590