



DIRECT DEBIT REQUEST SERVICE AGREEMENT

ImpactPay

This Agreement is designed to explain what Your obligations are when undertaking a direct debit arrangement with TapX Pty Ltd ABN 37623023576 DE 527404 (trading as ImpactPay) (“**ImpactPay**”). In this agreement “**We**”, “**Our**”, “**Us**” means ImpactPay, and “**You**”, “**Your**” means you the Cardholder and of the authorised user of the ImpactPay App.

In ticking the relevant acceptance or acknowledgement box which was linked to this Agreement, You are deemed to have accepted these terms and conditions and to be bound by them.

Where certain terms are used in this agreement which are not defined in the agreement, they shall be deemed to have the same meaning as they are given in the Product Disclosure Statement.

This agreement details what Our obligations are to You as Your Direct Debit Service Provider. This agreement and the amendments made to it from time to time are available at www.impactpay.com.

This agreement forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with the collection by Us of Your linked bank account details, linked debit card details and any payment instructions you notify to, instructor permit Us to undertake from time to time.

You agree to provide Us (by completing the relevant information / details in the relevant sections of the ImpactPay App or ImpactPay Website) the necessary:

- (a) linked bank account details; and / or
- (b) linked debit card details, (either separately or together with the linked bank account details known as “**Nominated Linked Account(s)**”); and
- (c) payment instructions or debit permissions in relation to the Nominated Linked Account (“**Payment Instructions**”).

You hereby authorise and request ImpactPay, through Our own financial institution, to make periodic, on-demand, ad hoc and auto top-up debits from Your Nominated Linked Account(s), for any amounts which We have deemed payable by You, including but not limited to the amounts set out in the Payment Instructions and / or in any other amounts or frequencies set out in, or otherwise made for, or permitted by, the terms of this Agreement, the Product Disclosure Statement, ImpactPay App Terms of Use and ImpactPay Website Terms or any other terms of any agreement that You have with Us (known as a “**Direct Debit Request**” or “**DDR**”). The debit or charge will be made through the Bulk Clearing System (BECS) from Your Nominated Linked Account(s) and will be subject to the terms of this Agreement.

You acknowledge that We will keep any information (including account details) contained in the 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:



(a) to the extent specifically required by law; or

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

You acknowledge that the debit amount will be debited from Your Nominated Linked Account(s) via the Direct Debit Request, for the purpose of and on the terms provided for in this Agreement, the Product Disclosure Statement, ImpactPay App Terms of Use and ImpactPay Website Terms and any other terms of any agreement that You have with Us.

You acknowledge that Your Nominated Linked Account(s) details provided to Us in accordance with the terms of this Agreement, have been verified against a recent bank statement and or card statements to ensure accuracy of the details provided.

If You are uncertain as to the current validity of any details in relation to Your Nominated Linked Account(s) provided by You to Us, You undertake to contact Your financial institution immediately and rectify that information.

You acknowledge that it is Your responsibility to ensure that there is sufficient cleared funds in Your Nominated Linked Account(s) by the due date to enable any direct debit issued by Us, to be honoured on the debit date.

You acknowledge and confirm that You understand that direct debits normally occur overnight; however transactions can take up to three (3) business days depending on Your financial institution.

You further acknowledge and agree that sufficient funds will remain in Your Nominated Linked Account(s) until the direct debit amount has been debited from Your Nominated Linked Account(s) and that if there are insufficient funds available, You agree that ImpactPay will not be held responsible for any fees and charges that may be charged by Your own financial institution.

You also acknowledge and agree that if there are insufficient funds in Your Nominated Linked Account(s) so that a direct debit payment is not honoured by Your financial institution, or if a debit is returned by Your financial institution as unpaid for any reason at all, You will be liable to pay any fees and charges for each unsuccessful debit in addition to any financial institution charges and any other fee as set out in the Product Disclosure Statement, ImpactPay App Terms of Use and ImpactPay Website Terms or any other terms of any agreement that You have with Us, including but not limited to collection fees, any solicitor fees and collection agent fees appointed by Us.

You acknowledge and agree that where there are insufficient funds in Your Nominated Linked Account(s) so that the direct debit payment is not honoured by Your financial institution, You will immediately arrange for the relevant direct debit payment to be made by another method or arrange for sufficient clear funds to be in Your Nominated Linked Account(s).

You acknowledge and agree that We may debit any fees due to Us under the terms of this Agreement, Product Disclosure Statement, ImpactPay App Terms of Use and ImpactPay Website Terms or any other terms of any agreement that You have with Us, via Us making a further ad hoc debit from Your Nominated Linked Account(s).

In the case of an unsuccessful debit attempt (for any reasons) You authorise Us to attempt to re-process any unsuccessful payments.



You acknowledge that there may be a delay in processing of any payment request if:

- (a) There is a public or bank holiday on the day, or any day after the debit date
- (b) A payment request is received by ImpactPay on a day that is not a Banking Business Day
- (c) A Payment request is received after normal operational hours, being 4pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

Notwithstanding that You may have specified the amount to be debited from your Your Nominated Linked Account(s) in the Payment Instructions, You authorise Us to vary the amount of the payments debited from Your Nominated Linked Account(s) from time to time and at any time as provided for in the Product Disclosure Statement, ImpactPay App Terms of Use and ImpactPay Website Terms and any other terms of any agreement that You have with Us. You confirm and acknowledge that We are not required to notify You of any such variations to the debit amount we debit from Your Nominated Linked Account(s).

You acknowledge that We may change the terms of this Agreement or of the DDR upon providing You 14 days written notice via email to the email address that is linked to Your ImpactPay App account or Your Cardholder details maintained by Us .

You can make a request to :

- (a) vary the Payment Instructions or any details around Your Nominated Linked Account(s), by making the appropriate changes in the relevant section of the ImpactPay App or ImpactPay Website ;
- (b) stop or cancel the debit arrangement by giving no less than 28 days notice in writing to us via sending an email to support@impactpay.com.

If You believe there has been an error in debiting Your Nominated Linked Account(s), You must notify us in writing at support@impactpay.com, and confirm that notice in writing with Us as soon as possible so that we can seek to resolve your query more quickly. Alternatively, You can take it up directly with Your own financial institution.

In order to ensure the validity of your details and Your Nominated Linked Account(s), You authorise:

- (a) Us to contact your nominated financial institution verify any details of Your Nominated Linked Account(s) held with Your financial institution: and
- (b) the Financial Institution to release information allowing Us to verify any of Your Nominated Linked Account(s) including any names/ details of any joint holders of the Your Nominated Linked Account(s).

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Current As at 1 October 2018