

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.

direct debit request means the Direct Debit Request between us and you

us and we means First Option Bank Ltd 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 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 as authorised in the direct debit request. We will not issue individual confirmation of payments made.
- 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 previous or following business day. If you are unsure about which day your account has been or will be debited, please check with your financial institution.

2. Changes by us

- 2.1 We may vary the terms of this agreement or a direct debit request at any time by giving you at least thirty (30) days written notice.

3. Changes by you

- 3.1 Subject to clauses 3.2 and 3.3, you may defer a debit payment or change the arrangements under a direct debit request by giving us thirty (30) days' notice in writing, signed by you, of the deferral or change.
- 3.2 If you wish to stop a debit payment you must notify us in writing at least thirty (30) days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your direct debit request at any time by giving us thirty (30) days' notice in writing before the next debit day. This notice should be given to us in the first instance.

4. Your Obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account on a debit day 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 be charged a fee to reimburse us for fees or charges we have incurred for the failed transaction; 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 First Option Bank Ltd ABN 95 087 650 735 ("the Bank") is liable to pay goods and services tax ("GST") on a supply made by the Bank in connection with this agreement, then you agree to pay the Bank on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly by telephone. You should also confirm the details in writing with 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. We will also notify you in writing of the amount by which your account has been adjusted.
- 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.
- 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.

6. Accounts

- 6.1 Please be aware that direct debiting may not be available on all accounts. You should check:
 - (a) with your financial institution whether direct debiting is available from your account.
 - (b) your account details which you have provided to us are correct by checking them against a recent account statement from your financial institution; 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 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. You may access any personal information we hold about you at any time by contacting us.
- 7.2 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 or if required by our sponsor in the direct debit system (including disclosing information in connection with any query, dispute or claim).

8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to the Member Service Manager, First Option Bank.
- 8.2 We will give you notice by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received two business days after it is posted