



## Sorted Services Direct Debit Request Service Agreement.

This is your Direct Debit Service Agreement with Sorted Services, APCA ID 505076, ABN 68 616 153 738. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation (found in your User Account).

### 1. 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.

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

**Credit Card** means the credit card held at Your Financial Institution from which we are authorised to arrange for funds to be debited and includes a Visa, MasterCard, or a Visa or MasterCard debit card.

**Debit Day** means the day that payment by you is due to us.

**Debit Payment** means a particular transaction where a debit is made.

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

**Us** or we means Sorted Services (the debit user).

**User Account** means the user account you are provided with when you sign up to the Sorted Services app or Sorted Services website.

**you** means the customer who has signed or authorised by other means the Direct Debit Request.

**Your Financial Institution** means the financial institution nominated by you on the DDR at which the Account or Credit Card is maintained.

### 2. Debiting your Account

- a. By agreeing to the Direct Debit Request, by the method presented, you authorise us to arrange for funds to be debited from your Account or Credit Card in accordance with the Agreement.
- b. We will only arrange for funds to be debited from your Account or Credit Card as authorised in the Direct Debit Request.
- c. If the Debit Day falls on a day that is not a Banking Day, we may direct Your Financial Institution to debit your Account or Credit Card on the following Banking Day. If you are unsure about which day your Account or Credit Card has been or will be debited you can check your User Account or ask your Financial Institution.
- d. You request and authorise Split Payments Pty Ltd (User ID #492448, 531942, 543948, 543950, 543949, 543954, 538925, 543947, 543955, 543956, 543957, 543958, 543962, 613600, 613601, 613602, 613603, 613604, 613605, 613606, 613607, 613608, 613609) on behalf of the Payment Initiator with whom you have a direct debit agreement, to arrange through its own financial institution, to debit from your nominated account any amount the Payment Initiator has deemed payable by you.
- e. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

- f. Split Payments does not accept any liability for the provision, merchantable quality or fitness for purpose of the underlying goods or services provided to the User by the Payment Initiator and/or merchant and therefore the User holds Split Payments harmless for any claim that may arise from the non-provision of services by the Payment Initiator and/or merchant or any other claim that may be made against the Payment Initiator and/or merchant under Consumer Law.

### 3. Amendments by us

- a. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

### 4. Amendments by you

- b. You may change\*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least 2 business days' notice in writing to: [payments@sortedservices.com](mailto:payments@sortedservices.com) or arranging it through your own financial institution, which is required to act promptly on your instructions.

\*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising Sorted Services of your new account or credit card details.

### 5. Your obligations

- a. It is your responsibility to ensure that there are sufficient clear funds available in your Account or Credit Card by the due date to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- b. If there are insufficient clear funds in your Account or Credit Card to meet a Debit Payment:
- i. you may be charged a fee and/or interest by Your Financial Institution;
  - ii. you will be charged a fee of \$11.00 by us for reasonable fees or charges imposed or incurred by us; and
  - iii. you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Account or Credit Card by an agreed time so that we can process the Debit Payment.

- c. You should check your Account or Credit Card statement to verify that the amounts debited from your Account or Credit Card are correct.

### 6. Termination for convenience

- a. Sorted Services may terminate this Agreement upon giving you at least 14 days' written notice.

### 7. Disputes

- a. If you believe there has been an error in debiting your Account or Credit Card, you should notify us directly on [payments@sortedservices.com](mailto:payments@sortedservices.com). Alternatively, you can take it up directly with your Financial Institution.
- b. If we conclude as a result of our investigations that your Account or Credit Card has been incorrectly debited we will respond to your query by arranging for Your Financial Institution to adjust your Account or Credit Card (including interest and charges) accordingly. We will also notify you in writing of the amount by which your Account or Credit Card has been adjusted.
- c. If we conclude as a result of our investigations that your Account or Credit Card has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

### 8. Accounts

#### You should check:

- a. with Your Financial Institution whether direct debiting is available from your Account or Credit Card as direct debiting is not available through Bulk Electronic Clearing Systems on all accounts or credit cards offered by financial institutions.
- b. your Account or Credit Card details which you have provided to us are correct by checking them against a recent Account or Credit Card 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.

## 9. Confidentiality

- a. We will make reasonable efforts to keep any information (including your Account or Credit Card 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.
- b. We will make reasonable efforts to only disclose information that we have about you:
  - i. to the extent specifically required by law; or
  - ii. for the purposes of this Agreement (including disclosing information in connection with any query or claim).

## 10. Notice

- a. If you wish to notify us in writing about anything relating to this Agreement, you should send an email to [payments@sortedservices.com](mailto:payments@sortedservices.com)
- b. We may send notices either electronically to your email address or by ordinary post to the address you have given us.
- c. Any notice will be deemed to have been received on the third Banking Day after emailing or posting.

(Last updated 26<sup>th</sup> June, 2021)