



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.

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 Think Mobile Pty Limited ABN 33 110 992 151 of 75 Nerang Street, Southport, QLD, 4215, the Debit User *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 debit 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*.
- 1.3 If the *debit day* falls on a day that is not a *business day*, *we* may debit *your account* on the following *business day*.

Please contact *your financial institution* if *you* are uncertain when *your financial institution* will process an amount *we* debit under the *direct debit request*.

2. Changes by *us*

- 2.1 *We* may change our procedures in this *agreement* or change the terms of the *direct debit request* or cancel the *direct debit request* at any time by giving *you* at least fourteen (14) days written notice.

3. Changes by *you*

- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* by telephone on 1300 2 THINK (1300 2 84465), or by writing to Think Mobile Pty Limited, Locked Bag 100, Southport, QLD, 4215.
- 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 posted to *us* at Think Mobile Pty Limited, Locked Bag 100, Southport, QLD, 4215 or sent by facsimile to 1300 4 THINK (1300 4 84465).
- 3.3 *You* may 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 posted to *us* at Think Mobile Pty Limited, Locked Bag 100, Southport, QLD, 4215 or sent by facsimile to 1300 4 THINK (1300 4 84465).

4. *Your obligations*

- 4.1 It is *your* responsibility to ensure that there are sufficient 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 an agreed time so that *we* can process the *debit payment*.
- (d) *We* will notify *you* by telephone or mail of a returned payment.

4.3 *You* should check *your account* statement from *your financial institution* to verify that the amounts debited from *your account* are correct.

5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly by telephone on 1300 2 THINK (1300 2 84465) and confirm that notice in writing to Think Mobile Pty Limited, Locked Bag 100, Southport, QLD, 4215. *We* will endeavour to resolve any dispute within fourteen (14) days of *you* notifying *us*.

5.2 If *we* conclude as a result of *our* investigations that *your account* has been incorrectly debited *we* will refund the disputed amount to *your account* within fourteen (14) days. *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 telephone or by mail within fourteen (14) days 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 *you* and *us*. 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. Your account

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 from *your financial institution*.

7. Confidentiality

7.1 *We* will not disclose to any person any information *you* give *us* on the *direct debit request*, which is not generally available, unless:

- (a) *you* dispute any amount *we* debit under the *direct debit request*, where *we* will be required to disclose your information to *your financial institution* in order to investigate the dispute;
- (b) *you* consent to that disclosure; or
- (c) *we* are required to disclose that information by law.

7.2 *We* agree to be bound by this *agreement* when we receive the *direct debit request* complete with the particulars *we* need to debit an amount from *your account*.

8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, you should write to:

Think Mobile Pty Limited,
Locked Bag 100,
Southport
QLD, 4215.

8.2 *We* will notify *you* 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.