

# Decapay Master Agreement

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Decapay Pty Ltd

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# 1 WELCOME

## 1.1 Introduction

This Master Agreement (or the 'Agreement') describes and governs the use of Decapay's Services. Please review carefully. The Agreement, and the Decapay policies incorporated into it by reference such as the Privacy Policy, impose obligations and other responsibilities both upon Decapay and the Customer.

Decapay offers, subject to the terms of this Agreement, a practical cash flow management solution by way of funding businesses (i.e. Customer) Supplier Invoices. Decapay will pay the Customer's Supplier Invoices, on behalf of the Customer, and the Customer will subsequently repay Decapay the Supplier Invoice amount plus applicable fees over 3 months, 12 weeks or 60 days. Decapay charges fees for this solution. The fees will be listed on a Payment Schedule sent to the Customer, for the Customer's approval, prior to any funding.

Decapay services are exclusively offered and available to businesses that are eligible ABN registered entities. **Decapay's services are not to be used for personal, domestic, household or investment property purposes.**

The whole of Decapay's Privacy Policy is available at: [www.Decapay.com.au/privacy-policy](http://www.Decapay.com.au/privacy-policy)

## 1.2 Parties to this Agreement

This Agreement is a contract between the Customer (as identified when its Decapay Account affiliated with this document is created) and **Decapay Pty Ltd** ACN 674 690 405. The acceptance of the terms and conditions in this document, and any use of our Services, shall constitute the Customer's acceptance of this Agreement.

## 1.3 Definitions included in this Agreement

The Customer acknowledges and accepts that certain terms and expressions, written in uppercase in this Agreement, have the meaning as further defined in Schedule 1 of this Agreement.

## 1.4 Our Services

Our Services allow the Customer to pay selected Supplier Invoices in accordance with the terms and conditions of this Agreement.

By placing a Payment Request with us and providing Decapay with a Supplier Invoice, via upload or emailing the Supplier Invoice to an email address with the Decapay.com.au domain, and using our Services, the Customer provides us with unconditional and irrevocable consent and direction to pay a Supplier on behalf of the Customer. In exchange, the Customer agrees to, and is obliged to, repay or pay to us as principal debtor on the terms outlined in this Agreement and the applicable Payment Schedule (in the form of Schedule 3 of this Agreement).

The Customer's agreed upon payments to Decapay will include GST and Fees as set out in the Fees Schedule, including any associated Enforcement Fees if the Customer misses a payment or fails to repay Decapay on or before the repayment due date, as stipulated in the Payment Schedule.

By accepting the terms of this Agreement, the Customer acknowledges that Decapay does not have any control over, and is not responsible or liable for, any products or services purchased by the Customer from Suppliers and paid for with our Services.

## 1.5 Eligibility to use Decapay

To be eligible to create an account and use our Services the Customer must fulfil all the following criteria:

- a) Be a legal entity with (i) Annual turnover of more than \$100,000, and (ii) Have an ABN registration of more than 2 years, and (iii) Have GST registration of more than 2 years
- b) Be capable to enter into a legally binding contract;
- c) Have a valid and verifiable email address and an Australian mobile telephone number;
- d) Provide a valid delivery address in Australia;
- e) Have access to a Transaction Bank Account
- f) Use the real name and true and correct details of persons and legal entity involved and not use any alias or provide false, inaccurate or misleading details or seek to establish an untraceable or unverifiable Account.

## 1.6 Customer's Warranties

By entering into this Agreement, the individual person that accepts this Agreement on behalf of the Customer personally represents and warrants that:

- a) the Customer is eligible to use our Services, and
- b) the individual person herself/himself has all appropriate legal authority to commit the Customer to this Agreement.

Decapay does not:

- a) Enter into a partnership, joint venture, agency or employment relationship with the Customer
- b) Guarantee the identity of any Supplier or the goods or services supplied by the Supplier
- c) Determine if the Customer is liable for any taxes; or
- d) Collect or pay any taxes on behalf of the Customer that may arise from the Customer's use of our Services
- e) Warrant that its service will be provided even if the minimum criteria above are complied with.

## 1.7 Payment Schedule (Deal Offer) to Confirm Deal Details

As part of our response to the Customer's Payment Request, Decapay will send the Customer a message titled the "Deal Offer" in an email or in other acceptable communication form. The Payment Schedule shall be in a similar form as represented in Schedule 3 of this Agreement and provide key information, including but not limited to: the applicable Supplier Invoice Number, Supplier Invoice Amount, and Decapay Fees and payment terms for Customer's approval. The Customer can then agree to the terms, as they are listed on the Payment Schedule, by confirming its acceptance. Any confirmed Payment Schedule will attach itself to and be part of this Agreement.

## 1.8 This Agreement Incorporates Policies on the Decapay Website

Decapay collects personal information in accordance with Decapay's Privacy Policy. This Privacy Policy can be found online at: [www.Decapay.com.au/privacy-policy](http://www.Decapay.com.au/privacy-policy)

The Privacy Policy, and any other policies found on the Decapay Website, are incorporated into this Agreement by reference. If there is any inconsistency between this Agreement and any incorporated policy, the incorporated policy will prevail.

Before using Decapay Services, the Customer must read and evaluate carefully this Agreement, the Payment Schedule, and applicable policies and decide whether the services offered by Decapay, on the basis as dictated in this Agreement, are right for the Customer and must only proceed with using the services offered by Decapay if it believes it suits its specific needs.

## 2 STATUTORY RIGHTS & COMMUNICATION

### 2.1 Statutory Rights

- (a) Decapay's relationship with the Customer is governed by a number of laws and regulations, including the Anti-Money laundering and Counter-Terrorism Financing Act 2006 (Cth), the Australian Securities and Investment Commissions Act 2001 (Cth), the Spam Act 2003 and the Privacy Act 1988 (Cth).
- (b) Our operations are also subject to supervision by certain government bodies, including the Australian Transaction and Report Analysis Centre (AUSTRAC) and the Australian Securities and Investment Commission and the Australian Financial Complaints Authority.
- (c) Nothing in this Agreement is intended to exclude, restrict or modify any of the Customer's legal statutory rights, including by limiting our liability or imposing liability on the Customer in a manner which would be considered unfair under the relevant laws, including statutory guarantees that services supplied will be provided with due care and skill and be reasonably fit for any specified purpose and non-excludable implied warranties that financial services will be provided with due care and skill and will be fit for any specified purpose.
- (d) When a statutory guarantee is breached, the Customer may be entitled to a range of remedies including, in some cases, damages for reasonably foreseeable losses.
- (e) In case of any disputes between the Customer and us, the provisions of clause 2.3 describe the dispute resolution process and options.
- (f) We do not give any express warranty or guarantee as to the suitability, reliability or availability of our Services, or of the content on our Website. We do not give any implied warranties or guarantees.
- (g) Except as required by law, we do not guarantee continuous, uninterrupted or secure access to our Services, and we make no representations or warranties regarding the amount of time needed to complete processing of Payment Requests or payment transactions.

### 2.2 Disputes Between the Customer and a Supplier

This Agreement is between the Customer and Decapay only. It is a cash management service provided to the Customer by Decapay, facilitating a payment from the Customer to a third party, the Customer's Supplier. The Supplier is not a party to this Agreement in any way and Decapay in no way makes any guarantee or representation on behalf of the Supplier.

If any disputes arise between the Customer and a Supplier, for example but not limited to the quality of the goods or services, pricing, delivery, availability, etc., the Customer shall process the dispute directly with the Supplier. This will in no way influence the Customer's legal obligations and indebtedness to Decapay for facilitating the payment of the Supplier Invoice.

Decapay does not warrant that any Supplier or third party services or products related to a Supplier Invoice will be satisfactory and free of any defects. The Customer acknowledges and accepts that all complaints relating to such services or products must be addressed to the Supplier or third party who provided or sold such services or products.

Even if the Customer raises a complaint or dispute regarding any Supplier or third party services or products related to a Supplier Invoice, the Customer must still pay Decapay all amounts and charges charged to the Customer by Decapay. As such, the outcome of any dispute with Suppliers will not affect Decapay's rights and remedies under this Agreement or the Customer's obligation to meet any payments due to Decapay.

In extraordinary circumstances, and at Decapay's sole discretion, after the Customer has accepted the Payment Schedule, but before Decapay has paid the Supplier Invoice, and if requested so by the Customer, Decapay may cancel the scheduled payment to the Supplier of the Supplier Invoice Amount and void the deal in its entirety.

## 2.3 Disputes Between the Customer and Decapay

Decapay's Complaints Handling Policy is part of this Agreement and described in Schedule 4. This policy describes the purpose and the underlying principles of how Decapay deals with complaints and lists actual internal procedures and mechanisms for fulfilling our goals with regards to complaints handling.

Decapay aims to:

- a) Acknowledge receipt of all complaints within 5 business days from the day of receipt of the complaint; and
- b) Resolve all complaints within 21 days.

If the Customer wishes to raise a dispute or submit a complaint to us, the Customer should do so by contacting us using the details listed below. Disputes should be raised with us as soon as possible. Email: [complaints@Decapay.com.au](mailto:complaints@Decapay.com.au) / Phone: 1300 00 3728 (1300 00 Decapay) / Mail: Decapay, Level 3, 223 Liverpool Street, Darlinghurst, NSW, 2010.

We may request additional documentation from the Customer to assist us in resolving any complaints or disputes, and the Customer must provide all reasonable assistance to us to facilitate us in resolving any complaints or disputes.

Where we cannot resolve a dispute within 21 days, we aim to notify the Customer of the reason for the delay as well as an indication of when we expect to resolve the complaint or dispute.

## 2.4 Consent to Electronic Communication

The Customer consents to us contacting them in relation to its Decapay Account and/or our Services.

The Customer acknowledges and agrees that this Agreement and any other agreements, notices or other communications, such as the Payment Schedule and privacy authorisations, related to the Customer's Decapay Account and/or the Customer's use of our Services may be provided and accepted by each party electronically.

The Customer agrees to receive all communications from us in electronic form. Communications will be posted on our Website and/or sent to the Customer's email address as registered when opening the account, i.e. the Registered Email Address.

Alternatively, we may choose to give notice to the Customer by: (i) serving it personally at, or sending it by post to the Customer's nominated contact address listed on the Customer's Decapay Account; or (ii) sending it to the Customer via other electronic methods of communication using contact details listed on the Customer's Decapay Account (including text messages).

Where a notice is sent by electronic mail, or through other electronic means, service of the notice is taken to be effected on the day after the day on which it is sent, unless we receive notification that delivery has failed. Where a notice is served personally, service of the notice is taken to be effected when delivered. Where a notice is sent by post, service of the notice is taken to be effected on the fourth day after the date of postage.

The whole of Decapay's Privacy Policy is available at: [www.Decapay.com.au/privacy-policy](http://www.Decapay.com.au/privacy-policy)

## 2.5 Consent for Us to Use Contact Details in our Dealings with Suppliers

In the ordinary course of business, Suppliers might ask us for the identity of the Customer whose invoices we are paying. Unless specifically instructed in written form not to share such instructions, Customer consents to us sharing the identity of such Customer.

## 2.6 Consent for Us to Use Contact Details to Market our Services to the Customer

The Customer consents to us to use the contact details the Customer has provided to us to contact the Customer on an ongoing basis for marketing purposes whether by email, SMS, phone or otherwise (unless the Customer has notified us that it does not wish to receive such communication).

## 2.7 Consent for Us to Use the Customer's Identity for our Marketing Purposes

The Customer consents to us that after the Customer's registration has been accepted, Decapay may publicly refer to the Customer (in either written or verbal form) as being a customer of Decapay. Decapay may contact the Supplier for marketing purposes and may reveal to the Supplier that the Customer has used the services of Decapay, and that Decapay has paid invoice/s to the Supplier on behalf of the Customer. Decapay may also market its invoice Payment Option to the Supplier.

## 2.8 Consent for Us to Monitor Communications

The Customer acknowledges that we (or any third party providing services on behalf of us) may monitor, intercept, read, view or record telephone conversations or electronic communication or any communication by any other form for quality control and training purposes or for Decapay's own protection. Decapay does not provide any guarantee that any such monitoring or recording will be retained or is retrievable.



Decapay may amend Agreements or policies from time to time. Decapay make these policies available on our Website or via a link included in the Payment Schedule.

## 2.9 How the Customer Can Communicate with Us

Notices: Except as explicitly stated otherwise, any notices to us should be given by email to Decapay at: Email: [hello@Decapay.com.au](mailto:hello@Decapay.com.au)

Other communications: If the Customer wishes to contact us for any other reason, the Customer can do so on the details below:

Email: [hello@Decapay.com.au](mailto:hello@Decapay.com.au)  
Phone: 1300 00 3729 (1300 00 Decapay)  
Mail: Decapay, Level 3, 223 Liverpool Street, Darlinghurst, NSW, 2010

Any amendments to the Customer's account details are to be made in writing to [hello@Decapay.com.au](mailto:hello@Decapay.com.au)

## 3 THE DECAPAY PROCESS

### 3.1 Creation and Use of a Decapay Account

The Customer can create a Decapay Account on the Decapay Website. The creation of a Decapay Account is a condition for the Customer's use of the Decapay Services. The process of creating the Account requires certain critical consents and key information from the Customer.

Customer acknowledges and agrees that if a person places a Payment Request with us related to a Supplier Invoice addressed to the Customer, whether by using the Customer's Authorised Email Address or another email address (with or without the appropriate Customer authorisation), that person will be deemed to be placing the Payment Request on behalf of the Customer for the purposes of this Agreement and that will not affect any of the Customer obligations under this Agreement, regardless of whether (i) we are or at any time become aware of the use of the Customer's Decapay Account not being authorised by the appropriate manner; (ii) there is a dispute, breach, defect or other issue in relation to the Payment Request, the Services or other services subject to the Payment Request or any other agreement between the Customer the Supplier; or (iii) any rights or claims that we may have against the Customer, except to the extent that any such use of the Decapay Account by the Customer (or someone acting in its name) is due to our negligence, wilful misconduct or breach of this Agreement.

### 3.2 Account Limit

As part of Customer's successful creation of a Decapay Account, the Customer will be designated an Account Limit representing the maximum amounts available to Customer at that time to be provided for by Decapay.

Decapay can, at its discretion and based on its internal policies, increase (to the maximum of \$5,000) or reduce an Account Limit with regards to any unused amounts previously available to the Customer.

### 3.3 The Customer's Responsibility

By holding a Decapay Account with us, the Customer agrees that it shall:

- (a) Pay any applicable amounts, including any Fees and applicable GST, owed to Decapay and associated with our Services and the Decapay Account;
- (b) Not provide us with any information that is false, inaccurate or misleading. That includes, without limitation, in relation to any identity or corporate details, not using an alias or false identity or seek to establish a fake, untraceable or unverifiable Decapay Account;
- (c) Ensure any information about the Customer provided at the account opening is true, current and complete. If the information changes, the Customer must update it through the Decapay Account, or by notifying Decapay by email to [hello@Decapay.com.au](mailto:hello@Decapay.com.au) of the change in information;
- (d) Provide to us in a timely manner all documentation relating to the existence and registration of the Customer and any additional information or documentation which may assist us with identifying the Authorised Person, if requested by us;
- (e) Notify us immediately and provide us in a timely manner information and documentation related thereto if the Customer is trading whilst insolvent;
- (f) Not use the Customer Decapay Account or our Services for any unlawful, fraudulent or improper activity, including for any experimental, testing or research purposes or otherwise in a manner for which they have not been designed;
- (g) Cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity on or related to the Customer's Decapay Account;
- (h) Be aware of and pay any taxes, including but not limited to GST on Fees, that may apply to the Customer related to the use of our Services;
- (i) Neither permit others to use the Customer's Decapay Account nor disclose to anyone the Customer's account or password details;
- (j) Ensure that the Customer's account password details are safely guarded, not easily guessed and changed regularly and that the Customer's computer or other equipment is free from viruses and any form of password recording mechanism.
- (k) Ensure that any hardware device used to access the Decapay Account is not left unattended while logged onto the Decapay website and all browser windows used to gain access to the Website are shut down after use and that the 'back' function or similar cannot be used to trace the Customer's activities.
- (l) Not use any technology (device, software or hardware) to damage, intercept or interfere with our Services;
- (m) Immediately contact us if there is suspicion or knowledge of that the Decapay Account may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity or security breach;
- (n) Not create liability for us or cause us to lose (in whole or in part) the marketing services of any Supplier;
- (o) Authorise us to disclose profile and purchase behaviour information to third parties for the purpose of eliminating fraud and illicit behaviour;
- (p) Not open or use more than one Decapay Account.

The Lender is responsible for maintaining the security of the Decapay Account details. We will not take responsibility for unauthorised access and use of the Decapay Account unless we have failed to take reasonable steps to prevent such unauthorised access or use.

The Customer is liable to Decapay to the extent it fails to perform its duties in accordance with this clause 3.3.

### 3.4 Supplier Invoice Acceptance Process

If the Customer wishes to pay their Supplier's Invoices by using Decapay's Services, the Customer must create a Decapay Account by going to [www.Decapay.com.au](http://www.Decapay.com.au) and clicking on 'Get Started' and email the Supplier Invoice to be funded to [pay@Decapay.com.au](mailto:pay@Decapay.com.au) – the 'Payment Request'.

The Supplier Invoice must contain the Supplier's name and ABN number, the Supplier Invoice Amount, a Supplier Invoice Number, the Supplier Invoice due date or credit terms and the Customer's name and the Customer's ABN number.

Payment Requests can be sent from an email address other than the Registered Email Address, including from a different domain. However, the Payment Schedule, which Decapay sends to the Customer for accepting the Deal, and the Agreement, will be sent to the Registered Email Address to be accepted. The Registered Email Address can only be changed by written request from the Authorised Person. The Customer may have more than one Registered Email Address.

If the Customer's Payment Request is approved by Decapay, Decapay will send a Payment Schedule via email to the Customer's Registered Email Address. The Payment Schedule will inform the Customer of Decapay's approval of the Deal and list key terms of the Deal including certain commercial terms and repayment dates. See Schedule 3 – An example of The Payment Schedule Email.

**The Customer will be invited, via the Payment Schedule, to click on the link button labelled "Accept" (or any link so instructed) and thereby accept the terms of the Deal, which confirms the acceptance of all the terms in this Agreement, including its Schedules and any other policies stated in the Payment Schedule.**

Upon receiving such approval recorded by the user of the Authorised Email Address, at least 2 days prior to the due date of the Supplier Invoice, Decapay will make arrangements to pay the designated Supplier Invoice on the due date in accordance with the terms of the Supplier Invoice, the Payment Schedule and this Agreement.

If Decapay receives the Customer's approval later than 2 days prior to the due date of the Supplier Invoice, Decapay will make arrangements to pay the designated Supplier Invoice as soon as reasonably possible.

Following the payment by Decapay of the authorised Supplier Invoice, and in accordance with the Payment Schedule, Decapay will deduct the amounts as per the Payment Schedule.

To the extent permitted by law, Decapay will not be liable to the Customer or anyone else for any losses suffered or incurred due to delays in receipt of, or for any lost or misdirected Payment Schedules sent to the Authorised Email Address which the Customer has provided, or for any losses suffered or incurred due to the theft, fraud, misuse or unauthorised use of Decapay's Services following the receipt of a Payment Request, except to the extent that such losses arise as a result of our negligence, wilful misconduct or breach of this Agreement.

### 3.5 The Payment Schedule with Payment Information

Once Decapay approves the Customer's Payment Request, the Customer will receive an email (the Payment Schedule) from Decapay as confirmation of receipt of the Payment Request.

A Payment Schedule form is in Schedule 2 of this Agreement.

The Payment Schedule shall include the following:

- a) Supplier name and ABN number
- b) Supplier Invoice Number
- c) Supplier Invoice total amount, all costs and fees included
- d) Supplier Invoice date
- e) Amount which Decapay will pay in accordance with the Supplier Invoice
- f) Date which Decapay will pay the Supplier the Supplier Invoice
- g) Repayment schedule consisting of dates and amounts which Decapay will deduct from the Customer's nominated bank account via debit order – these amounts are the Direct Debits.
- h) A web link to our latest Master Agreement
- i) A web link to our latest Privacy Policy, Electronic Authorisation Policy and Consent to Collect Personal Information
- j) On overview of applicable Fees.

All Payment Requests which the Customer places with Decapay are subject to approval by Decapay, in our reasonable discretion. We may choose not to approve a Payment Request or to not provide a Service to the Customer, or may cancel an approved Payment Request before a payment to the Supplier if for example:

- a) We reasonably consider this necessary in to: (i) protect the integrity of our systems or the Services; (ii) prevent fraud; (iii) limit the risk of money laundering or terrorism financing; or (iv) otherwise protect us against legal, regulatory or non-payment risk;
- b) The Customer does not pass our external or internal verifications or checks, including those described in this Agreement
- c) We reasonably suspect, or are aware, that the Customer have breached this Agreement in a material respect (including by failing to make any payment due under this Agreement on the payment due date)
- d) A Payment Request is made with a Supplier in a different jurisdiction that is not permitted by Decapay; or
- e) We otherwise reasonably consider the Payment Request to be suspicious or not viable.

Decapay retains the right to cancel the Deal at any time before the payment is made to the Supplier. Decapay will notify the Customer if the Deal is cancelled. Decapay reserves the right not to provide the Customer with a reason for cancellation. Such a cancellation of the Deal may result in the Customer having an overdue Supplier Invoice payment with their Supplier. Decapay takes no liability for any potential losses incurred by the Customer as a result of such a cancellation.

If we do not accept a Payment Request, we will not make the payment to the Supplier, and the Customer will not have to make payments as per the Payment Schedule.

Any chargebacks, return of goods or refund from services, whether involving the return of any funds or not, between the Supplier and Customer will exclusively be between the Customer and the relevant Supplier and not influence or affect this Agreement for finance between Decapay and the Customer.

### 3.6 Direct Debit

The Customer agrees to ensure that funds are available in the Transaction Bank Account for direct debits to be processed by Decapay in accordance with the amounts and dates as listed in the Payment Schedule or other contractual payments such as statutory charges, Late Fee or Legal Fees if applicable. Decapay will automatically process the payments in accordance with the due dates stated in the Payment Schedule.

A Direct Debit is a payment from the Customer to Decapay, that Decapay will automatically deduct from the Customer's bank account, i.e. the Transaction Bank Account, on a one-time or regular basis in agreed upon amounts as outlined in the applicable Payment Schedule (the process is commonly referred to as Direct Debit). The Customer will have the option to select a preferred Transaction Bank Account when the Decapay Account is being created.

The Customer can update or change the preferred Transaction Bank Account at any time by contacting Decapay directly via [hello@Decapay.com.au](mailto:hello@Decapay.com.au) or by calling us at 1300 10 DECA (1300 10 3322).

### 3.7 Direct Debit Consent

Subject to the other terms of this Agreement, the Customer hereby expressly authorises and instructs Decapay (including Payment Service Providers working on behalf of Decapay) to deduct any amounts payable in accordance with this Agreement from the Transaction Bank Account as per the amounts described in the Payment Schedule, on the respective dates detailed in the Payment Schedule. The Customer acknowledges that it gives Decapay the ability to collect or reverse variable payment amounts from or to the Transaction Bank Account, in accordance with the Payment Schedule and the terms of this Agreement.

The Customer further hereby expressly consents to, authorises and instructs Decapay to deduct any applicable Late Fee, or any Fee incurred by Decapay in the pursuit of monies owed to it by the Customer from the Transaction Bank Account.

The Customer is liable for any fees or charges imposed by the Transaction Bank Account, except to the extent that such fees or charges arise as a result of Decapay error or system failure. If any fees or charges are imposed as a result of our error or system failure, please provide us with a copy of the relevant records, and we will reimburse the Customer for the relevant fees or charges.

If a Direct Debit payment fails, Late Fees will apply and be added to the next Customer's Direct Debit on the next scheduled Direct Debit date.

**The Customer authorises Decapay to satisfy any monetary liability the Customer owes to Decapay by:**

- a) Debiting the Transaction Bank Account at a date listed in the Payment Schedule, or as listed in clause 3.10 of this Agreement.
- b) Offsetting the payment amount against any amounts Decapay may owe the Customer, or
- c) Any other legal means.

### 3.8 Early Repayment

The Customer may pay Decapay a part of or all amounts outstanding earlier than the Customer's Payment Schedule stipulates. Such an early repayment does not entail any additional fees or costs.

### 3.9 Late Fees on Late Payment

If the Customer fails to pay any amounts according to the Payment Schedule or other communication from us with applicable information, Late Fees (or Default Fees) of \$40.00 plus GST will apply on each payment that is due but not received. For the avoidance of doubt, Late Fees will be added to the next direct debit.

We may, at our sole discretion, reasonably delay the application of, or waive wholly or partly, any Late Fee. If Late Fees are or may be incurred as a result of Decapay's error, please let us know, and we will waive or refund such fees, as relevant.

### 3.10 Default Events

The Customer is in default if:

- a) Any payment owed to Decapay, as listed on a Payment Schedule or other communication from us, is not made by the respective Due Date; or
- b) The Customer does not comply with any other terms or conditions of this Agreement; or
- c) We believe, on reasonable grounds, that we were induced by fraud on the Customer's part to enter into this Agreement; or
- d) The Customer makes any materially false or misleading representation to us.

In case of the Customer's default, Decapay will attempt to subsequently process Direct Debits in the Transaction Bank Account. The timing of such subsequent process depends on which approach to repayment was chosen by the Customer. If subsequent process does not successfully result in a satisfactory payment to Decapay, Decapay will further advance its attempts towards a payment, including formal collection process through legal action if required.

- Weekly Repayment Schedule: We will attempt to Direct Debit again in 1 day. The attempt amount will include the additional-week Direct Debit amount and the Late Fee

If the Customer is in default and if the Customer does not remedy the default within the time allowed, then all amounts the Customer owes us (including amounts which have been accrued but not yet debited to the Customer's Account) will be immediately due and payable.

Decapay may send the Customer a default notice specifying the details of the default, how it may be corrected, and how long the Customer has to correct it. We may exercise our rights under this Agreement at law.

Enforcement Fees may be payable if the Customer is in default. The Customer must pay to us all reasonable enforcement fees and expenses incurred by us or our agents in exercising our rights because of the Customer's default.

Enforcement Fees, if/when charged, are debited to the Customer's Account, and when we do they will be added to and form part of any unpaid balance owed to us by the Customer.

Enforcement Fees may include reasonable solicitors' legal costs and the reasonable expenses of our staff and our facilities reasonably incurred in relation to any enforcement.

### 3.11 Fees Described in Deal Offer E-mail

Charges or Fees, if any, payable by the Customer for the use of our Services or the Customer's Decapay Account are further explained in Schedule 2 of this Agreement and in each Deal Offer E-mail issued subject to this Agreement.

Our Fees are calculated as a Fee based on a percentage of the Supplier Invoice Amount. These Fees can be converted to an interest charge for comparability purposes, as indicated in Schedule 2 – Fees.

### 3.12 No Set-Off Right

Notwithstanding any other provisions of this Agreement, the Customer must make all payments in accordance with the Payment Schedule and pay all other amounts in full to Decapay under this

Agreement without any set-off, netting, withholding or reduction for any reason whatsoever, including any existing or future act, omission or default by us.

### 3.13 Assessment

Decapay reserves the right to assess, and determine whether to accept or cancel, each Payment Request in accordance with other clauses of this Agreement.

### 3.14 Consent for Credit and Identity Checks

We reserve the right and the Customer consents that we can verify the Customer's identity, financial strength and other information provided, including if required under the Anti-Money Laundering and Counter-Terrorism Financing Act and any law in Australia. Verifying the Customer's identity does not mean we will approve its Payment Request.

Decapay may delay, block or refuse to release any monies on the Customer's instructions if we believe on reasonable grounds that to do so may breach any law in Australia or of any other country. Decapay will incur no liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us contemplated in our effort to comply with Australian law.

The Customer agrees to provide any information or documentation reasonably requested by Decapay or a Supplier to verify the Customer's identity in connection with its Decapay Account or Payment Requests.

**The Customer authorises Decapay to make, directly or through third parties, any enquiries we consider necessary to verify the Customer's identity and assess the Customer's capability to make payments according to the Payment Schedule in relation to all Decapay Payment Requests. This may include requesting a credit report, performing other repayment capability checks and verifying information the Customer provides against third party databases.**

**In particular, the Customer consents to provide the personal details provided and to have this identify information verified with the applicable identification document issuer of official record holder via third party system.**

All information that Decapay collects related to the Customer, including information collected in connection with the verification of the Customer's identity and financial strength, will be collected, used and stored in accordance with the Decapay Privacy Policy (<https://www.Decapay.com.au/privacy>).

If the Customer is a sole trader, the consent in this Agreement with regards to credit and identity checks includes the authorisation to enquire about the personal credit of the sole trader. Such a credit enquiry may affect the personal credit rating of the sole trader.

### 3.15 Consent for Decapay to Instruct Direct Debits and Provide Information to Payment Service Providers

Decapay may disclose the Customer's information, and if applicable the personal information of the Authorised Person, to electronic payment services providers such as;

- Electronic Payment Services Provider
  - a) Esidebit (<https://www.esidebit.com/en-au/>)  
(please see its privacy statement here: <https://www.esidebit.com/en-au/privacy-statement>)  
Esidebit enables electronic transfer of funds (Direct Debit) from Customers to Decapay.



The Customer agrees to the Terms and Conditions of Ezidebit Direct Debit Request (DDR) Service Agreement contained here:

<https://secure.ezidebit.com.au/webddr/Request.aspx?a=0253A220BB376239FEA47FBF3DB832EC>, and at Schedule 5, and request and authorise Ezidebit, on behalf of Decapay, to debit your nominated account with any amount which Decapay has deemed payable by you as per Repayments and Repayment Dates per Schedule 4.

### 3.16 Consent for Decapay to Provide Information to Credit Reporting Agencies

- Credit Reporting Bodies

- a) Equifax Australia Information Services and Solutions Pty Limited (Equifax), <https://www.equifax.com.au/> (please see its privacy policy here: <https://www.equifax.com.au/privacy>)
- b) Dun & Bradstreet Consumer Credit Pty Ltd (DBCC) trading as Illion, <https://www.illion.com.au/>, (please see its privacy policy here: <https://www.illion.com.au/privacy-policy/> )
- c) Experian Australia Credit Services Pty Ltd (Experian), <http://www.experian.com.au/> (please see its privacy policy here: <http://www.experian.com.au/privacy-policy> ), and
- d) CreditorWatch Pty Ltd, <https://creditorwatch.com.au/> (please see its privacy policy here: <https://creditorwatch.com.au/privacy> )

The Customer agrees that Decapay may exchange such information about the Customer with those credit providers and with related body corporates for the following purposes:

- a) To assess an application by the Customer; and/or
- b) To notify other credit providers of a default by the Customer; and/or
- c) To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- d) To assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

The Customer specifically acknowledges that Decapay reserves the right to report any negative activity on the Customer's Decapay Account (including late payments, missed payments, defaults or chargebacks) to the credit reporting agencies.

The Customer authorises Decapay (or any third parties providing services on behalf of Decapay) to disclose to third parties, to the extent required by any applicable laws or regulations, any information in relation to the Customer's or the Customer's Decapay Account.

### 3.17 Personal Guarantee and Indemnity

This clause applies if an individual or individuals are named in Schedule 3 as Guarantors.

- a) Each of the Guarantors acknowledges that it has received valuable consideration and advice for entering into the obligations according in this Agreement.
- b) Each of the Guarantors guarantees to Decapay the timely payment, performance and observance by the Customer of all of its liabilities and obligations to Decapay in connection with this Agreement, whether monetary or non-monetary, present or future, actual or contingent ('Guaranteed Obligations'). Each Guarantor acknowledges and agrees that it is subject to the obligations the Customer creates subject to this Agreement.
- c) As a separate and additional obligation, each of the Guarantors indemnifies Decapay against;



- i. Liability, loss, damage, cost and expense which Decapay may sustain or incur; and
  - ii. Actions, proceedings, claims or demands made against Decapay, as a result of any default by the Customer in the payment, performance and observance of the Guaranteed Obligations; or the Guaranteed Obligations or any part of them being or becoming illegal, void, voidable or unenforceable.
  - iii. The indemnity in this clause 3.16 does not apply where the Guaranteed Obligation is illegal, void, voidable or unenforceable solely as a result of the fraud, negligence or wilful default of Decapay, or because the relevant term of the Agreement is void for unfairness or illegality.
  - iv. The indemnity in this clause 3.16 is limited to an amount equal to the sum of the Customer's actual debt plus enforcement costs against the Customer and Guarantors.
- d) Any money payable by the Guarantors must be paid within 7 Business Days of demand to, or as directed by Decapay.
- e) The obligations of the Guarantors are principal obligations and will not be treated as ancillary or collateral to any other right or obligation; and may be enforced against the Guarantors without Decapay first being required to exhaust any remedy it may have against the Customer or to enforce any security it may hold with respect to the Guaranteed Obligations.
- f) The obligations of the Guarantors are absolute, unconditional and irrevocable, and the liability of the Guarantors extends to and will not be affected by:
  - i. A variation in the timing or amount of any repayment even if that variation increases or extends the duration of the term unless the effect of the variation is to increase the amount owed by Customer;
  - ii. The grant to the Customer of any time, waiver or other indulgence or concession;
  - iii. The delay or failure by the Decapay to exercise any of the rights, powers or remedies conferred on it by law or by this or any other agreement;
  - iv. Any discharge or release, in whole or in part, of any security now or in the future held by Decapay from the Customer or the Guarantor, provided that the Guarantors have given consent in writing to that discharge or release;
  - v. The occurrence of an insolvency or an insolvency event in relation to any party to this Agreement;
  - vi. The Guaranteed Obligations or the obligations of any other person under any document related to Agreement being or becoming, in whole or in part, illegal, void, voidable or unenforceable unless:
  - vii. The relevant term of the Agreement is void for unfairness or illegality;
  - viii. The failure by Decapay to give notice to any Guarantor of any default by the Customer under any document related to this Agreement or to disclose any other information, excluding the failure by Decapay to inform a Guarantor within 7 business days of the commencement of legal proceedings by Decapay against the Customer, or of the appointment of a receiver by Decapay or when the loan repayments are 21 calendar days behind schedule.
- g) The obligations of the Guarantors are continuing obligations of the Guarantors and will remain in full force and effect (despite any settlement of account or the occurrence of any other thing) until the Guaranteed Obligations have been irrevocably paid and performed in full.
- h) The obligations on the part of each Guarantor take effect as joint and several obligations. No Guarantor will be released from these obligations by reason of any other Guarantor not executing this document or ceasing to be bound by the terms of this Agreement. The Company will not release any Guarantor without the prior written consent of the remaining Guarantor(s).

- i) Each Guarantor irrevocably authorises the Company and its authorised representatives to prove in the insolvency proceedings of any party to this Agreement for all money that any Guarantor can claim against such party on any account. The Company need only account to a Guarantor for dividends it receives in excess of any amount owed by the Customer, without interest.
- j) The guarantee and indemnity of the Guarantors in relation to the repayment of any amounts owed by the Customer do not extend to the payment of any increase in the amount of such amounts; and is limited to the sum of such amounts plus any Fees and enforcement costs incurred in accordance with this Agreement.

### 3.18 The Supplier and Customer's Relationship

This Agreement constitutes an agreement between Decapay and the Customer only and does not include an agreement with the Supplier in any way.

Decapay's legal obligations as created by this Agreement is, in its entirety, with the Customer only, and in no way influences, changes or overrides the existing trade agreement or terms and conditions or terms of trade between the Supplier and the Customer.

Decapay will for any payment to the Supplier, made at the request of the Customers, use the Customer's account code as a reference number for the payment. Should an account code not exist, Decapay will use the Customers company name as a reference, or the Supplier Invoice number. The Supplier will not know that Decapay has made the payment, and we will not disclose on our initiative the fact that we have made the payment. It is however possible that by other means, the Supplier may be able to identify that the payment was made by Decapay and not directly by the Customer.

If the Customer makes the decision to return goods to a Supplier, which have been paid for using our Services, and receives a refund from the Supplier, the Customer must notify Decapay and request an early settlement from Decapay in accordance with this Agreement. If the Customer does not request an early settlement from Decapay, then Decapay does not know that the goods have been returned and will continue to apply the Direct Debits from the Transaction Bank Account with the amounts, and on the dates as per the Payment Schedule.

If the goods are to be returned the Customer must arrange return with the Supplier, ensuring that the goods are returned according to the Supplier's return policy or other instructions or the Customer's rights at law.

It is the Customer's responsibility to notify the Supplier if the Customer intends to return any goods. The return must be completed within the period specified and in the manner required by the Supplier's return policy or as otherwise permitted by the Supplier.

The Customer will remain liable to us for the full payment of the amounts per the Payment Schedule, in accordance with the Customer unless an early settlement is requested per this Agreement.

If the Supplier enters liquidation or administration or closes its business down or in any other manner seizes operations - after Decapay has paid the Supplier Invoice but before the Customer has repaid Decapay - then such a development does not affect the Customer's obligations and liability towards Decapay in any manner.

### 3.19 Account Balance Information

The Customer may receive message from Decapay listing the Customer's Account Balance, including the repayment schedule. The Customer is also entitled to ask for such information at any time. We may charge the Customer a fee to provide this information on request. All our

Account balance information is provided electronically unless specifically requested otherwise. It is the Customer's responsibility to check all account balance information carefully as soon as the Customer receives it and immediately notify us of any errors or unauthorised actions.

### 3.20 Closing the Customer Decapay Account

The Customer may request to close its Decapay Account by contacting us directly. The Customer may only request to close its Decapay Account if all amounts owing to us by the Customer (including any fees or public duties, rates, taxes and charges, now or in the future, and Enforcement Fees) have been paid in full to us and no disputes or refunds are in progress.

The Customer may not close its Decapay Account to evade investigations of any nature.

We may close the Customer's Decapay Account for any reason, within our reasonable discretion. This Agreement will continue to apply to any Payment Requests accepted prior to such closure until all amounts and charges owing are received in full.

Except as otherwise stated, this Agreement will be terminated once the Customer's Decapay Account is closed. However, the Customer will remain liable for all outstanding obligations related to the Decapay Account even after it has been closed.

Decapay may immediately limit the Customer's access to our Services or suspend or close the Customer's Decapay Account where we have reasonable cause to do so including, without limitation, where:

- a) We reasonably consider it necessary to do so in the Payment Request process to (i) protect the integrity of our Systems or the Services; (ii) prevent fraud; (iii) limit the risk of money laundering or terrorism financing; or (iv) otherwise protect us against legal, regulatory or non-payment risk;
- b) The Customer does not pass our verifications or checks, including our pre-authorisation check described in this Agreement;
- c) We reasonably suspect, or are aware, that the Customer has breached this Agreement in a material respect (including by failing to make any payment due under this Agreement by the payment due date or by providing us with false, inaccurate or misleading information or using the Decapay Account or our Services in breach of this Agreement); or
- d) We otherwise reasonably consider the activity associated with the Decapay Account to be suspicious.

We will use our best efforts to provide written notice to the Customer before closing the Customer's Decapay Account, in the circumstances described above, except where doing so may compromise any investigation related to the potential breach of this Agreement or unlawful or improper conduct. Where we close the Customer's Decapay Account in accordance with the clause above, this Agreement will be terminated, and all amounts owed by the Customer to us will immediately become payable to Decapay.

## 4 GENERAL PROVISIONS

### 4.1 Intellectual Property

Our Website and all content on our Website are the exclusive property of Decapay. With the exception of Decapay Policies, the information on our Website is for information purposes only and is subject to change without notice.

The Customer must not copy, imitate, modify, alter, amend or use without our prior written consent any URLs representing our Website, or any of our content, logos, graphics, icons or other content published on our Website or in our printed media.

## 4.2 Changes to This Agreement

Decapay may amend this Agreement for various reasons including, for example, if we introduce new Services, change the functionality or security standards of current Services, or as required by law. We will post the amended Agreement on our Website.

We will not change any terms and conditions for an existing Payment Request that has been accepted by us. The terms and conditions (and any steps take in relation to such Payment Request) that applied at the time Customer made the Payment Request will remain applicable for that Payment Request.

Each time a Payment Request is placed The Customer will be asked to review and agree to the then current terms of this Agreement. If the Customer does not agree with the changes, the Customer may close the Customer's Decapay Account in accordance with clause 3.19.

## 4.3 Assignment

This Agreement cannot be assigned by the Customer without our prior written consent.

The Customer authorises us to assign, transfer or otherwise transaction with our rights under this Agreement without the need to obtain further consent from the Customer. This will not affect the Customer's rights or obligations under the Agreement. The Customer also consents to us disclosing on a continuous basis any information or documents relating to the Customer we consider necessary to assign such rights, manage the assigned Agreement and assess the Customer's total liabilities to us and any related entity.

## 4.4 Power of Attorney

The Customer may appoint a signatory or another person (attorney) under power of attorney to act on its behalf and access the Customer's Account. We may require the signatory or attorney to sign our prescribed forms before they can access the Customer's Account. We will require satisfactory documentary evidence of the attorney's appointment before we can allow the attorney to access the Customer's Account. We can refuse to accept any instructions from any signatory or attorney.

## 4.5 System Outages

Access to our Services or our Website may occasionally be unavailable or limited due to maintenance or upgrades, hardware or software failure or defects, overloading of system capacity, damage from natural events or disasters or disruptive human activity, interruption of power systems, labour shortages or stoppages, legal or regulatory restrictions as well as other causes outside of our control.

To the extent permitted by law, Decapay will not be liable for any loss or damage which the Customer may incur as a result of our Services or our Website being unavailable.

## 4.6 Governing Law and Jurisdiction

This Agreement is governed by the law in force in New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia.

The information on the Decapay Website and the Agreement has been prepared in accordance with Australian law, and are expressly for use by Australian-based users. Although the Website may be accessed outside of Australia, Decapay makes no representation or warranty that the content of the website will comply with the laws of any other country. If the Customer access or uses the Website or the Services from outside Australia, the Customer is solely responsible for ensuring that the Customer complies with any local laws that apply in the country where the Customer is accessing or using the Website.

## 4.7 Limitation of Liability

To the full extent permitted by law, Decapay's total liability for all claims arising under or related in any way to this Agreement no matter how arising, and whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, in respect of each event or series of connected events, will not exceed the total value of any affected Fees due to Decapay within the six (6) calendar months preceding the date on which the first such event or events occurred, and including any payments and Late Fees or other fees or stipulated costs, including but not limited to collection and legal fees.

Neither party (including in relation to Decapay, its related bodies corporate, or any third-party providing services on behalf of Decapay), will be liable for any consequential loss arising under or related in any way to this Agreement no matter how arising and whether in contract, tort (including negligence) or otherwise. Such consequential loss includes any loss of profits, income, revenue, business opportunities, loss of date, any failure to realise expected revenues, loss of or damage to goodwill or any indirect, special or consequential loss or any punitive, exemplary or incidental damages.

Decapay and its related bodies corporate, or any third party providing services on behalf of Decapay, and the directors, employees, officers, agents and representatives of them, will not, to the extent permitted by law, be liable for any loss or damage, including any direct, indirect or consequential loss as that term is used above, or damage the Customer or any third party may incur from the Customer purchase or use of any goods or services from a Supplier, except to the extent that we cause such loss or damage (in which case, our liability to the Customer is limited as set out in this Agreement.).

Save as expressly set out in this Agreement, the only right or remedy of a party in relation to any statement, representation, warranty, undertaking assurance, promise, understanding or other provision set out in this Agreement shall be for breach of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute), and, in respect of any breach of this Agreement, the only remedy shall be a claim for damages in respect of such breach.

The Customer acknowledges that any Supplier Invoice related claims the Customer may have in respect of the goods or services purchased from a Supplier will be a matter between the Customer and the Supplier.

Decapay will not be held liable if the Customer's technology (whether software or hardware) was not working properly during the Customer's use of the Services or for losses or damages cause as a result of actions taken due to Decapays obligations under applicable law or for losses or damage arising from the Customer's use of the Decapay Services as part of any unlawful activity or the Customer's inability to use the Services due to reasons within the Customer's sphere of control.

To the extent permitted by law, a party's liability to the other party under or in connection with this Agreement is reduced to the extent, if any, to which the other party's acts or omissions cause or contribute to its own loss or damage.

Nothing in this Agreement shall operate to exclude or limit either party's liability for fraud, deceit or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

The parties will take all reasonable steps to mitigate any loss incurred by them under this Agreement.

## 4.8 Exercise of Decapay Rights

If Decapay decides not to use a right, remedy or power, it does not preclude Decapay from using it later and the Customer agrees that Decapay is not stopped from doing so. In addition, Decapay is not liable for any loss caused by exercising or attempting to exercise a right remedy or power or not exercising it, whether or not it is caused by Decapay's negligence.

## 4.9 PPS Act terms

Unless the contrary intention appears, in a Finance Document, where terms are used in the context of the PPS Act, they have the meanings they have in the PPS Act.

## 4.10 Loan and Security

### 2.1 Loan

The facility under this document is not a committed facility, but is at the discretion of the Lender. If the Lender agrees to advance an amount equal to the Loan Amount to the Borrower it does so on the terms and conditions of this document.

### 2.2 Grant of security

If an Event of Default occurs, then each Transaction Party grants security over the Secured Property as set out in clause 3.17 for the purpose of securing the Amount Owing.

## 4.11 Charge in certain circumstances

Each Transaction Party unconditionally acknowledges and represents that in the circumstances set out in clause 2 it:

- a. charges the Secured Property in favour of the Lender with the repayment of the Amount Owing;
- b. consents to any registration in connection with the Security, including a registration under the PPS Act, and a caveat or mortgage, as may be appropriate against the title of the Secured Property including any register, or similar, maintained by any authority which is customarily used for that purpose;
- c. agrees to execute any documents (including legal or statutory mortgages in favour of the Lender over any real property not held or acquired on or after the date of this document) in form and substance acceptable to the Lender acting reasonably and to pay on demand any associated duties and registration fees;
- d. agrees to promptly do all things the Lender reasonably requires in connection with this clause; and
- e. unconditionally and irrevocably agrees to the Lender procuring the registration of a caveat, mortgage or a notice of its interest on any register.

## 4.12 Evidence

The Customer acknowledges and accepts that any record of the Customer's use of Decapay Services provided to us by either party's financial service provider or other applicable third party is admissible evidence of such use of the Decapay Services, including the amounts shown and that, unless the contrary is established, it is conclusive evidence. Further, the Customer also agrees that any statement (including, but not limited to, a statement of account or a default notice) that has been given to the Customer by us or a person acting on our behalf, is admissible evidence of that fact or matter in the statement and that, unless contrary evidence is established, it is conclusive evidence.

## 4.13 Website Suspension or Termination

Decapay reserves the right to terminate or suspend the operation of its Website (including in part) for any reason without notice and without liability. Such a termination or suspension will not affect other obligations of Decapay towards the Customer.

## 4.14 Indemnification

The Customer is responsible to Decapay and any related companies of Decapay to the extent they are involved in the provision of the Services for any loss, costs (including reasonable legal fees), expense or damage they suffered or incurred:

- a) In connection with any claim or demand made by any third party due to or arising out of the Customer breach of this Agreement, or the Customer breach of any law or of the rights of a third party relating to the Customer use of our Services or Website; and
- b) As a direct or indirect consequence of unauthorised users accessing the Customer account as a result of the Customer negligence.

To the extent that the terms of this Agreement give a non-party any rights, Decapay contracts as trustee of the rights given under that clause.

Any Customer liability under the terms of this Agreement will be reduced proportionately to the extent that Decapay, its contractors or agents: (i) caused or contributed to the relevant claim, demand, loss or damage; or (ii) failed to take reasonable steps to mitigate the relevant claim, demand, loss or damage.

## 4.15 Breach Relating to Misuse

The Customer acknowledges that it is imperative that Decapay be able to rely on: (i) the information the Customer provides to us; (ii) the identity that the Customer uses; and (iii) that the Customer use of its Decapay Account and our Services be for the intended purpose.

The Customer acknowledges that a breach by the Customer of any of its material obligation in this Agreement would cause significant detriment to Decapay and its related bodies corporate. The Customer agrees that monetary damages will not be sufficient to remedy that detriment, or may otherwise be incapable of being ascertained, and irrevocably consent to Decapay or any of its related bodies corporate seeking and obtaining injunctive relief to obtain relevant documents from the Customer and to prevent such breach, or Payment Requests of specific performance to compel compliance, in addition to any other remedies available at law or in equity.

If Decapay reasonably considers that the Customer has breached an obligation under this Agreement in relation to its identity, the information the Customer provides to us and/or the Customer use of the Customer's Decapay Account and our Services, the Customer agrees, on request from Decapay, to provide Decapay with copies of all documents, notes or communications in relation to such alleged breach.

This clause 4.12 survives termination of this Agreement.

Last updated: 24 April 2024



## SCHEDULE 1 – Definitions

**Decapay, we, us or our** mean Decapay Pty Ltd ACN 674 690 405, and can include a Decapay Affiliate where applicable

**Decapay Affiliate** means a related body corporate or related entity of Decapay, including one in another jurisdiction

**Account** means an account that Decapay creates to uniquely identify the Customer to enable the Customer to use Decapay's Services

**Account Limit** means the maximum monetary amount in Australian dollars that Decapay is (at the date which it is provided and subject to other terms and conditions of this Agreement) willing to allocate to the Customer's Account as part of the Customer's use of the Services. Decapay may lower or increase this amount, at its discretion

**Agreement** – the Master Agreement, in its entirety, including any Schedules

**Authorised Email Address** means the email address the Customer provides to Decapay when creating the Account (or the email address Customer has later legitimately provided to Decapay to keep its Account information updated and current).

**Authorised Person** a person, one or more, that is authorised to legally bind the Customer

**Business Days** means any day which is not a weekend or public holiday in New South Wales, Australia.

**Customer** means the body identified when a Decapay Account is created. If such a body does not exist, or the details are used by someone who is not authorised to commit the designated body, or is otherwise provided dishonestly, then the Customer means the person who clicks to accept this Agreement.

**Card** means any Australia card issued by Visa or MasterCard, excluding gift cards and other pre-paid cards

**Default Outstanding Monies** means the monies owed by the Customer to Decapay due to the Customer defaulting via non-payment or other non-compliance with any terms or conditions of this Agreement, or the Customer made any materially false or misleading representation to us. This may be for one or more payments, for the entire principle and fees owed by the Customer to Decapay.

**Deal** means the Invoice being funded by Decapay on behalf of the Customer and the related mechanism and the terms and conditions of such funding in accordance with this Agreement

**Direct Debit** is a payment method, based on the Customer's consent with this Agreement, that allows Decapay to debit the Customer's Nominated Account and credit Decapay's Account

**Direct Debit Service Agreement** means the Customer's agreement with us that allows Decapay to debit the Customer's Nominated Account and to credit Decapay's Account

**Enforcement Fees** means any fees, costs and expenses charged by Decapay and/or incurred by Decapay as part of our effort to enforce this Agreement.

**Fees** means any fees charged by Decapay, as described in this Agreement, including Late Fees and Enforcement Fees or other Default Outstanding Monies such as officially imposed duties, if any.

**Guarantor means:**

a. a person who is actively engaged in the management of the Business;



b. if the Borrower is a company, a person who is a director or shareholder of the Borrower; or  
c. if a shareholder of the Borrower company is a company, a director or shareholder of that company.

**GST** means Goods and Services Tax.

**Guaranteed Obligations** mean any liability or obligation payable to Decapay by Customer according to or in connection with the Agreement, whether monetary or non-monetary, present or future, actual or contingent, and guaranteed by each Guarantor to Decapay the due and punctual payment, performance and observance

**Late Fee** means a fee payable by the Customer to Decapay if the Customer does not honour at a due date the obligation to pay or repay Decapay. Late Fee amounts are stipulated in Schedule 2.

**Master Agreement** or **Agreement** means this agreement and its schedules, together with any policies and documents incorporated by reference.

**Payment Method** means any payment method accepted by Decapay from time to time.

**Payment Schedule** means, in relation to a Payment Request, a list sent from Decapay to the Customer, of payment amounts that Decapay is entitled to receive from the Customer and the relevant due dates of each payment.

**Payment Request** means a request, submitted by the Customer to Decapay, to use the Decapay Services to pay for a selected Invoice from a Supplier. Any Payment Request is linked to the Customer's particular Decapay Account.

**Permitted Security Interest means:**

- a. each Security;
- b. a Security Interest consented to by the Lender;
- c. a Security Interest provided for by a transfer of an account or chattel paper, a commercial consignment or a PPS lease if the transaction does not secure payment or performance of an obligation;
- d. a lien arising by operation of law in the ordinary course of ordinary business provided the secured amount is paid when due or is being contested in good faith and any secured amount which remains due after final determination or settlement of the contest is paid promptly; and
- e. a right of title retention over goods acquired in the ordinary course of ordinary business on the supplier's usual terms provided the secured amount is paid when due or is being contested in good faith and any secured amount which remains due after final determination or settlement of the contest is paid promptly.

**Personal Property** has the meaning attributed to it by section 10 of the PPS Act and includes intellectual property.

**PPS Act** means the Personal Property Securities Act 2009 (Cth).

**Privacy Policy** Decapay's privacy policy as amended time from time and that is accessible on the Decapay's Website. The Privacy Policy is incorporated by reference to the Agreement.

**Registered Email Address** means the email address used in the account application process when the Customer creates its Decapay account.

**Schedule 1** means a Schedule number one to this Agreement, consisting of definitions of certain terms used in the Agreement.

**Schedule 2** means a Schedule number two to this Agreement, consisting of Fees with regards to the Services.

**Schedule 3** means a Schedule number three to this Agreement, consisting of a draft form of a Payment Schedule.

**Security Interest means:**

- a. any security interest as defined in section 12 of the PPS Act;
- b. any mortgage, lien, hypothecation, charge (whether fixed or floating), bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of security interest; and
- c. any agreement to grant or create any of the above or to allow any of them to exist.

**Services** mean the payment services and products and associated services offered by Decapay from time to time.

**Supplier** means a provider of products or services that the Customer has already or intends to acquire and pay for such products or services with the use of Decapay Services.

**Supplier Invoice(s)** means the document, issued by a Supplier and provided to Decapay by the Customer, prescribing the Invoice Amount and other payment terms based on which the Customer requests to use the Decapay Services

**Supplier Invoice Amount** the Australian Dollar amount on the Supplier Invoice, including any GST, duties or taxes, i.e. the total payable by the Customer to the Supplier.

**Supplier Invoice Number** invoice identification number on an Invoice from a Supplier that the Customer uses Decapay Services to pay.

**Transaction Bank Account** means a bank account form which a Direct Debit Service Agreement can be processed. or other source of accepted Payment Method authorised by the Customer, from which Decapay can automatically deduct funds on a one-time or regular basis in agreed upon amounts as outlined in the applicable Payment Schedule

**Website** means [www.Decapay.com.au](http://www.Decapay.com.au) and any other website operated by Decapay, including a Decapay app.

## SCHEDULE 2 – Fees

Decapay charges 1% of the invoice value being funded, per week.

# SCHEDULE 3 – The Payment Schedule Email Example

This or similar schedule form will be emailed to the Customer, with relevant Deal information, and form part of the Agreement. *The below schedule is an example only.*

To: [customer@Decapay.com.au](mailto:customer@Decapay.com.au)  
Subject: Decapay - Supplier Name - \$5,000 on 24 April 2024

## DEAL OFFER

Congratulations on using the smarter way to Decapay your Supplier!

Please read your Deal details below.

When you click on **To Accept**, you will be asked to review and agree to our Master Agreement for this Deal. The Master Agreement includes our standard terms and conditions.

Decapay Customer: **Customer ABC, Street Name 99, 2000, Sydney**  
Deal Number: **D000001**

Your Supplier: who we are paying    Supplier 123 PTY Ltd.  
Supplier Invoice Number                10345  
Supplier Invoice Amount                \$5'000.00  
Will be paid on this date                24 April 2024  
Repayment Term                         10 weeks  
Repayment Frequency                   Weekly

Repayment Dates		Amounts
1 April 2024	-	\$555.00
8 April 2024	-	\$555.00
15 April 2024	-	\$555.00
22 April 2024	-	\$555.00
29 April 2024	-	\$555.00
06 May 2024	-	\$555.00
13 May 2024	-	\$555.00
20 May 2024	-	\$555.00
27 May 2024	-	\$555.00
3 June 2024	-	\$555.00

(itemized: \$500.00 principle + 50.00 fee + \$5.00 GST on fee)  
Total Fee Payment                        \$500.00 excl. GST  
Loan Payback Amount                    \$5,550.00  
(itemized: \$5,000.00 principal + \$500.00 fee + \$50 GST)

Guarantor(s)                                [Name]  
Deal expires                                 7pm on the date that this email is sent.  
Supplier Account                          Supplier 123 Pty Ltd  
    ABN: 12 345 678 910  
    Commonwealth Bank  
    BSB: 062123 / Account Number: 12345678  
  
Customer's Direct Debit Account    ABC Pty Ltd.  
    ABN: 12 345 678 910  
    10 Bowden Street, Woollahra, NSW, 2025  
    Commonwealth Bank

To Accept

# SCHEDULE 4 – Complaints Handling Policy

## PART A – About Our Policy

### Introduction

Dispute resolution (complaints handling) is an essential business practice. It is also a requirement by law in Australia. This policy describes the mechanisms within Decapay Pty Ltd, and its affiliated companies ("Decapay /Company / we / us / our"), in relation to complaints handling.

Part A of this policy describes the purpose and the underlying principles of how Decapay deals with complaints and Part B lists the actual internal procedures and mechanisms for fulfilling our goals with regards to complaints handling.

We seek to consider complaints as a feedback mechanism to the business which provides us with an opportunity to learn and improve our operation. This policy is aligned to the size and nature of the business conducted by the Company and is approved by management and the Board.

The Company's Compliance Officer will oversee the implementation of the Policy.

This policy will be reviewed at least annually to ensure that it continues to comply with Australian laws.

### The Purpose of This Policy?

The Company requires this Policy to provide our customers with the best possible service, including a transparent process for resolving any issues they may have.

Therefore, the Company issues this Complaints Policy to provide standardised way of dealing with customer complaints by having a set process and approach in relation to:

- the recording and reporting of customer complaints
- review of customer complaints
- appropriate case by case reaction, and
- improvement in the overall business process if required

### Key Policy Principles

This Policy is a part of Decapay's aim to foster the highest possible standard of customer relations.

The policy is based on the principles of:

- Open and honest business relations with customers
- The provision of a complaints handling process for all customers
- Fair dealing in all matters

### Resolving Complaints

Upon receipt of a complaint, our recipient staff member will promptly ensure that the Compliance Officer is made aware of the complaint. We will then follow the processes detailed in this policy.

We will treat all complaints in the same manner, irrespective of whether they reach us in writing, over the phone, by email, through our website or other applications or in person or they are made directly by our customer or on behalf of our customer by an applicable third party.

We will review any dispute resolution provisions in the terms of the agreement with our customers as this may set out the manner in which we are required to respond to and resolve the complaint.

In all cases, we will endeavour to holistically consider the customer, our relationship with the customer, and the nature of the complaint in determining the most appropriate way to address each complaint and respond to and resolve any complaint within the timeframes detailed in the Complaints Handling Procedures.

## PART B – Complaints Handling Procedures

### General

Decapay has developed internal complaints handling procedures which it believes to be compliant with the relevant dispute handling legislation within Australia and relevant for the Company considering the size and type of our business and the nature of our customer base.

Where possible, Decapay will make all reasonable endeavours to resolve complaints internally - as opposed to having the complaint go to an external complaints process. Decapay recognises the benefits provided by dealing with complaints internally in the form of the ability to identify and resolve complaints quickly and directly in a systematic manner towards improved levels of customer satisfaction.

This procedure aims to:

ensure customers and investors have easy access to an inexpensive complaints handling process;  
enhance customer confidence in the Company's services; and  
give important feedback to the Company about the level of customer satisfaction.

This procedure is intended to be used when a customer makes any complaint about Decapay, its staff in its role working for Decapay and the services and the operations of the Company in general.

### Procedures

#### Receiving Complaints

All complaints are to be dealt with promptly and in a professional manner.

On receiving a complaint from a customer by any means, the staff member will take the following steps:

Thank the customer for the call or contact and re-assure them of the Company's commitment to dealing promptly with the matter

In any first contact inform the customer that it is the Company's policy to respond to the customer within 48 hours either addressing the issue, or with an estimated (and compliant) timeframe in which to address the complaint;

Complete a Complaints Form and submit it to the Compliance Officer asap;

The Compliance Officer must then:

Log the complaint into the Company's complaints register;

Decide, with the engagement of the appropriate staff member, the course of actions necessary to resolving the complaint and record these actions into the complaints register and assigning the agreed actions to the appropriate company officer or staff member;

Diarise the dates necessary to complete the actions and achieve the agreed timeframes with the customer but within 30 days at a maximum;

Keep the customer informed of the progress as agreed or as detailed in accordance with the Company's procedures.

#### Complaint Procedure Rules for Complaint Handling.

All of the above will be completed with that agreed with the customer or at least within these timeframes and actions. These MUST be diarised.

Within five (5) days of receiving a complaint, send an acknowledgement of having received the complaint to the complainant by email;

Within twenty-one (21) days of receiving a complaint, make a determination on the complaint; and

within fourteen (14) days of the determination of a complaint, the Company must give to the complainant:

a written notice of that determination and advice of any action the Company has, or will, take in respect of the complaint; and

advice that the customer may complain to the external dispute resolution scheme if they are dissatisfied with the outcome of the complaint.

#### Resolved Complaint

The Compliance Officer will determine if it is appropriate for the complaint to be confirmed with the Customer by a particular staff member, and in what format the final response will take (i.e. by phone or in writing or other).

When resolved, the Compliance Officer will confirm that the complaint has been resolved and the appropriate procedures have been followed and finalise the entry within the complaints register.

#### Unresolved Disputes and External Dispute Handling

If the complaint remains unresolved, the Compliance Officer will inform the customer of the decision to stand by its assessment of the complaint and take notes as to any further comments or correspondence in relation to the customer's attitude, behaviours and comments.

#### Process for referring complaints to External Dispute Resolution Bodies.

The Company's processes for referring customers' complaints will include:

providing in a disclosure document details of the internal complaints handling procedure and the details for the Company's external complaints resolution scheme with a brief description of its role; and

where a complaint is unable to be resolved by the Company's internal complaints resolution scheme, the final letter advising the customer of the outcome of their complaint will contain the details for the external dispute body.

#### Financial Ombudsman Service (FOS)

The Financial Ombudsman service is the Company's approved external dispute resolution service. FOS is a free service to the investor designed to handle complaints and help resolve disputes. If the dispute cannot be resolved through the FOS case manager to the satisfaction of the complainant, it can be referred for a determination to an adjudicator if it is less than \$30,000, or a panel if it is over \$30,000. Any determination made by the adjudicator or panel is binding.

## Complaints Received by External Contractors

The Company in may engage external contractors to assist in the discharge of some its responsibilities.

As a general rule, any complaints received by external contractors relating to the Company will be referred directly to the Company to be handed in accordance with this procedure.

If the Company is satisfied that a particular external contractor is equipped to deal with complaints on the Company's behalf, the Company may establish procedures with that contractor in this regard. `

## Staff Training

All officers and staff will be made aware of the complaints handling procedures as part of their induction training.

## Remedies available for resolving complaints

The Company will seek and commits to ensuring that remedies are fair and impartial and within the laws and regulations governing the services provided.

The Company envisages the majority of any complaints will be of an administrative nature and accordingly will be capable of remedy by correcting the Company's records or systems.

If there is an event where a remedy is deemed necessary, for example where a customer has suffered direct loss or damage caused as a result of a direct breach of an obligation of the Company, the Company will seek to ensure that any compensation provided will be fair.

In considering the appropriate remedy, the Company will have regard to the applicable legal principles, its contractual relationship with its insurer, relevant codes of conduct, concepts of fairness and relevant industry best practice.

## Recording, Analysing and Monitoring

All complaints received will be recorded in the Complaints Register by the Compliance Officer.

Each staff member receiving a complaint will be required to complete a Complaints Form. The Complaints Form is Attachment A.

The Compliance Officer will be required to complete a Complaint Reports as part of the overall compliance reporting regime to the Board. The Complaints Report template is Attachment B.

The purpose of the Complaint Reports is to record sufficient detail of the particulars surrounding a complaint so that the appropriate remedial action may be instigated at the earliest opportunity.

The Complaints Register records information about the complaint. Every complaint must be recorded and managed to a resolution:

The status of 'open' indicates that the complaint is as yet unresolved.

The status of 'closed' indicates that the complaint has been resolved to the customers' satisfaction or that the Company has come to the conclusion that the complaint is either frivolous or outside the agreement or contracted terms.

Complaints will be reviewed by management to ensure adequate handling and documentation and to see whether it has been caused within the business operations due to a procedural or system based error or a training issue.



The Compliance Officer will provide quarterly reports to the management.

Where required, the Board will forward a report to the appropriate business area which will include any actions requested by the management to be taken to ensure these incidents are not repeated.

## Attachment A - Complaints Form Template

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Staff Member recording complaint: \_\_\_\_\_

Complaint Lodged Date:\_\_\_\_\_

---

Name of customer: \_\_\_\_\_

How received: Telephone/Email/Letter/Face to face: \_\_\_\_\_

Is it resolved? Yes/No

Complainant Type – (e.g. Investor/Organisation etc): \_\_\_\_\_

Complaint Type – (e.g. Admin error, investor returns etc): \_\_\_\_\_

Business Area responsible if known: \_\_\_\_\_

Brief Description of the complaint including its affect: \_\_\_\_\_

Actions to date including its resolution if resolved:

Likely Resolution:

In your opinion was there a breakdown in the business process that caused the customer to make the complaint? Yes/No

If Yes, please provide an explanation of what you believe to be the issue:

## Attachment B - Complaints Report Template

Entity \_\_\_\_\_ Compliance Officer \_\_\_\_\_

Complaints report Date: \_\_\_\_\_

Number of complaints received for period \_\_\_\_ No. Closed \_\_\_\_ No. Outstanding \_\_\_\_

---

No.1x      Name \_\_\_\_\_ Status \_\_\_\_\_ -Staff Member \_\_\_\_\_

Date received: \_\_\_\_\_ How received: \_\_\_\_\_ Date resolved \_\_\_\_\_

Complainant Type – (e.g. Investor/Organisation etc) \_\_\_\_\_

Complaint Type – (e.g. Admin error, investor  
returns, etc) \_\_\_\_\_

Business Area responsible \_\_\_\_\_ Known Issue? \_\_\_\_\_

Regulator contact: Yes/No      Is this going to an external resolution body?

Yes/No Brief Description of the complaint including its affect:

Actions to date including customer notification details:

Likely Resolution:

Is this a control weakness involved?

Is this a systemic or likely to be a systemic issue? (Provide reason why not):

If this was a missing or broken control, what has been, or is being done to rectify the Issue?

Issue No: \_\_\_\_\_ Breach? Yes/No

## Attachment C - Sample Complaints Register

Complain t No.	Date Received	How Recei ved	Customer	Brief Description	Final Action Date	Business Area	How resolved	External Action by Customer?

Last updated: 24 April 2024

# SCHEDULE 5 – Direct Debit Request

## Your Details

Refer to **Decapay Customer** details contained in the Deal Offer Email as referenced by Schedule C.

## Debit Arrangement

Refer to **Repayment Dates** details contained in the Deal Offer Email as referenced by Schedule C.

## Payment Method

Refer to **Customer's Direct Debit Account** details contained in the Deal Offer Email as referenced by Schedule C.

## DDR Service Agreement

Please retain a copy for your records. This Direct Debit Request Service Agreement (Agreement) forms part of the terms and conditions of your Direct Debit Request (DDR).

### Debiting Your Account

1. By agreeing to the DDR you authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 342190, 342191, 428198) (referred to as Ezidebit) to make debits to your nominated account.
2. The debit will be processed on the next business day after the direct debit date if:
  - (a) a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
  - (b) there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.
3. You authorise Ezidebit to attempt to re-debit any unsuccessful payments. You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.
4. Ezidebit may charge you certain fees (including setup, variation, SMS or processing fees) where applicable under your debit arrangement.

### Your Responsibilities

5. It is your responsibility to:
  - (a) Ensure that your nominated account can accept direct debits;
  - (b) Ensure that the details on the DDR are correct, and the bank account has been verified against a recent bank statement;

- (c) Ensure that all authorised signatories nominated on the financial institution account to be debited authorise the DDR;
- (d) Ensure that there are sufficient cleared funds in the nominated account, as a failed payment fee may be charged by Ezidebit if a debit is returned by your financial institution as unpaid;
- (e) Advise immediately if the nominated account is transferred or closed or your account details change;
- (f) Arrange a suitable payment method if Ezidebit or the Business cancels the drawing arrangements.

### **Cancelling or Changing Direct Debits**

- 6. Subject to the terms and conditions of your agreement with the Business, you may cancel, alter or defer the debit arrangement by contacting the Business a reasonable time before the date that the drawing is to be made. If the stop or cancellation is a result of the Debit User's variation to the terms, no penalty should be imposed.
- 7. You authorised Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within your agreement with the Business. In all other cases, changes to the amounts or dates of a series of direct debits require 30 days' prior notice.
- 8. If you believe that there has been an error in debiting your account, you should notify the Business as soon as possible. The Business will notify you of its determination and the amount of any adjustment that will be made to your nominated account (if any). Upon receiving instructions from the Business, Ezidebit will arrange for your financial institution to adjust your nominated account by the applicable amount (if any). Alternatively, you can also contact your financial institution.
- 9. You agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non-supply of goods and/or services by the Business and that all disputes will be directed to the Business (as Ezidebit is acting only as an agent for the Business).

### **Confidentiality**

- 10. We will keep your account details and direct debit records confidential in accordance with Ezidebit's Privacy Policy, except where the disclosure of certain information to your financial institution is necessary to enable us to act in accordance with your drawing arrangements. We may disclose the information in the event of an alleged incorrect or wrongful debit, in relation to a claim, or otherwise as required by law.

### **Contact**

If you wish to contact Ezidebit about anything relating to this Agreement, you should contact:

Ezidebit  
PO Box 3327, Newstead, QLD 4006  
Ph: 1300 763 256 Email: [support@ezidebit.com.au](mailto:support@ezidebit.com.au)  
<https://www.ezidebit.com/en-au/contact>