

Direct Debit Request Service Agreement



Version 1
August 2023

Your Direct Debit Service Agreement with SDL Technology explains your obligations when undertaking a Direct Debit arrangement with SDL Technology. It also details SDL Technology's obligations as a Direct Debit Provider to you.

You should keep this agreement filed in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your Direct Debit Request Authority.

Definitions

- Account means the account held at your *financial institution* from which the funds are to be debited.
- Agreement means this Direct Debit Request Service Agreement between *you* and SDL Technology.
- Banking Day means a day other than a Saturday, Sunday or Public Holiday throughout Australia.
- Debit Day means the day that your payment 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 SDL Technology, (the Debit User) whom you have authorised by approving the *Direct Debit Request Authority*.
- **You** means the customer who signed the *Direct Debit Request Authority*.
- **Your** Financial Institution means the financial institution nominated by you on the Direct Debit Request Authority at which the *account* is maintained.

Debiting your account

By approving a *Direct Debit Request*, you authorise us to debit funds from *your account*. You should refer to the *Direct Debit Request Authority* and this *agreement* for the terms of the arrangement. We will only debit funds from *your account* as authorised in the *Direct Debit Request Authority*.

Payment is debited within 10 working days from the invoice issue date. If the *debit day* falls on a day other than a *banking day*, we may direct your *financial institution* to debit *your account* on the next *banking day*. If you are unsure about the day of debit transaction, you should ask your *financial institution*.

Variations in Agreement

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

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to: SDL Technology, 785 Stanley Street, Woolloongabba, QLD 4102 **or** by telephoning us on 07 3137 0665 during business hours **or** arranging it through your own financial institution.

Your obligations

It is *your* responsibility to ensure that sufficient funds are available in your account to allow a *direct debit payment* to be made in accordance with the *Direct Debit Request Authority*.

If there are insufficient 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 for the *debit payment* to be processed.

You should check your *account* statement to verify that the correct amounts are debited from your *account*. If SDL Technology is liable to pay goods and services tax ("GST") on a supply related to this *agreement*, then *you* agree to pay SDL Technology on demand an amount equal to the amount payable for the supply inclusive of the prevailing GST rate.

Dispute

If *you* believe that there has been an error in debiting *your account*, notify *us* on 07 3137 0665 or in writing (email / post) as soon as possible, to enable swift resolution of your query. Alternatively, *you* can take it up with your Financial Institution directly to resolve.

If *we* conclude from our investigations that *your account* has been incorrectly debited, *we* will arrange for your *Financial Institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.

If *we* conclude from our investigations that *your account* has not been incorrectly debited, *we* will respond by providing *you* with reasons and any evidence for the finding in writing.

Accounts

You should check:

- a) with your *Financial Institution* to ascertain whether direct debiting is available from *your account*. (Direct debiting is not available on all accounts offered by financial institutions.)
- b) that the account details which *you* have provided to *us* are correct by checking them against a recent account statement; and
- c) with your *Financial Institution* before completing the *Direct Debit Request Authority* if *you* have any queries about how to complete the *Direct Debit Request Authority*.

Confidentiality

We take confidentiality seriously. *Your* billing information is collected, used and stored in accordance with the requirements under the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and according to SDL Technology's Privacy Policy. That policy can be accessed via our website, and explains more about what data we collect, how it is used and your right to access that data.

We will only disclose information that we have about *you*:

- a) to the extent specifically required by law; or
- b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

Notice

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

- Write to: SDL Technology, 785 Stanley Street, Woolloongabba, QLD 4102

or

- email accounts@sdltechnology.com.au