

## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Symple Loans Pty Ltd, User ID – 527619, ABN – 65 624 150 849. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation. The terms of this Direct Debit Agreement are for the purpose of making your loan repayments, by debiting from your account.

<b>Definitions</b>	<p><b>account</b> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b>banking day</b> means a day (other than a Saturday or a Sunday or a public holiday) on which banks are open for business in Melbourne.</p> <p><b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>direct debit request</b> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><b>us</b> or <b>we</b> means <b>Symple Loans Pty Ltd</b> you have authorised by requesting a <i>Direct Debit Request</i>.</p> <p><b>you</b> means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p><b>your financial institution</b> means the financial institution nominated by you on the DDR at which the account is maintained.</p>
<b>When we are bound by this agreement</b>	<p>We agree to be bound by this <i>agreement</i> when we receive your <i>direct debit request</i> complete with the particulars we need to draw an amount under it.</p>
<b>1. Debiting your account</b>	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>1.3 If the day on which <i>you</i> must make any payment to <i>us</i> is not a <i>banking day</i>, we will draw on your <i>account</i> on the next <i>banking day</i>.</p> <p>1.4 We may credit your loan account with a payment amount before we seek to draw the payment in accordance with your <i>direct debit request</i>. If that drawing is rejected, we reverse the credit we made to your loan account.</p> <p>1.5 If <i>your financial institution</i> rejects any of <i>our</i> attempts to draw an amount in accordance with your <i>direct debit request</i>, we will advise <i>you</i> in writing and <i>you</i> will need to make alternate arrangements to make the payment. We may charge <i>you</i> a fee if <i>our</i> attempt to make a drawing under your <i>direct debit request</i> is rejected. If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>

<p><b>2. Amendments by us</b></p>	<p>2.1 On giving <i>you</i> at least 14 days' notice, we may:</p> <ul style="list-style-type: none"> <li>(a) change <i>our</i> procedures in this <i>agreement</i>;</li> <li>(b) change the terms of <i>your Direct Debit Request</i>; or</li> <li>(c) cancel <i>your Direct Debit Request</i>.</li> </ul> <p>2.2 For example (and without limiting the circumstances in which <i>we</i> may cancel <i>your Direct Debit Request</i>), <i>we</i> may do so if <i>we</i> cannot draw an amount in accordance with the <i>Direct Debit Request</i> on three consecutive occasions.</p>
<p><b>3. Amendments by you</b></p>	<p>3.1 <i>You</i> may change*, stop or defer a debit payment, or terminate this <i>agreement</i> by providing us with at least <b>(14) days</b> notification by writing to:</p> <p style="text-align: center;"><b>Symple Loans</b>  <b>Email: <a href="mailto:customerservice@sympleloans.com.au">customerservice@sympleloans.com.au</a></b></p> <p style="text-align: center;"><i>or</i></p> <p>by telephoning us on 1300 330 295 during business hours;</p> <p style="text-align: center;"><i>or</i></p> <p>arranging it through <i>your financial institution</i>, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', <i>your financial institution</i> may 'change' your debit payment only to the extent of advising <i>us</i> of your new account details.</p>
<p><b>4. Your obligations</b></p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> <li>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li> <li>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</li> </ul> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p>
<p><b>5. Dispute</b></p>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on <a href="mailto:customerservice@sympleloans.com.au">customerservice@sympleloans.com.au</a> or 1300 330 295 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with <i>your financial institution</i>.</p> <p>5.2 <i>We</i> will deal with the dispute <i>you</i> raise pursuant to clause 5.1 in the following manner (and <i>you</i> authorise <i>us</i> to take such steps as are necessary to deal with the dispute in accordance with the following):</p> <ul style="list-style-type: none"> <li>(a) <i>we</i> will use internal reports to confirm dispute details and contact <i>your financial institution</i> (and other financial institutions) as necessary; and</li> <li>(b) <i>we</i> will use <i>our</i> reasonable endeavours to complete inquiries, resolve disputes and inform <i>you</i> within 10 <i>banking days</i> of receiving your inquiry on the disputed amount if the disputed transaction is less than 12 months old and one month if the disputed transaction is more than 12 months old.</li> </ul>

	<p>5.3 If we conclude as a result of our investigations that <i>your</i> account has been incorrectly debited we will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.4 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your</i> query by providing you with reasons and any evidence for this finding in writing.</p>
<p><b>6. Accounts</b></p>	<p>You should check:</p> <ul style="list-style-type: none"> <li>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.</li> <li>(b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</li> <li>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.</li> </ul>
<p><b>7. Confidentiality</b></p>	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <ul style="list-style-type: none"> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any dispute, query or claim).</li> </ul>
<p><b>8. Notice</b></p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to</p> <p><b>Symple Loans</b>  <b>Email: <a href="mailto:customerservice@sympleloans.com.au">customerservice@sympleloans.com.au</a></b></p> <p>8.2 We will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice sent by ordinary post will be deemed to have been received on the sixth <i>banking day</i> after posting.</p> <p>8.4 Any notice sent by email will be deemed to have been received at the time of receipt as specified in section 13A of the <i>Electronic Transactions (Victoria) Act 2000 (Vic)</i>. In proving that a notice given by email has been received, it is sufficient to produce an acknowledgment or receipt that the email has reached the recipient's email address.</p>