

ANNUAL UPDATE SERVICE

Please ensure that you have read the following before providing DBA Lawyers with a Direct Debit Request authorisation.

DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Request Service Agreement with DBA Lawyers Pty Ltd (APCA User ID: 303466) (**Debit User**). 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.

Definitions	<p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>Direct Debit Request means the written, verbal or online request between <i>us</i> and <i>you</i> to debit funds from your account.</p> <p>us or we means DBA Lawyers Pty Ltd (APCA User ID: 303466) (Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has authorised the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution at which you hold the <i>account</i> you have authorised us to debit.</p>
1. Debiting your account	<p>1.1 By submitting a <i>Direct Debit Request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. The <i>Direct Debit Request</i> and this <i>agreement</i> set out 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>
2. Amendments by us	<p>2.1 We may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least 30 (thirty) days written notice sent to the preferred email or address you have given us in the <i>Direct Debit Request</i>.</p>
3. How to cancel or change direct debits	<p>3.1 You can:</p> <ul style="list-style-type: none"> a) Cancel or suspend the Direct Debit Request; or b) change, stop or defer an individual payment, or at any time by giving us at least 14 days' notice in writing. <p>To do so, contact us at dba@dbalawyers.com.au or by telephoning us on 03 9092 9400 during business hours.</p> <p>You can also contact your own financial institution, which act promptly on your instructions.</p>

<p>4. Your obligations</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</i> account to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; b) <i>we</i> may charge <i>you</i> reasonable costs incurred by <i>us</i> on account of there being insufficient funds; and 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</i> account by an agreed time so that <i>we</i> can process the <i>debit payment</i>. <p>4.3 <i>You</i> should check <i>your</i> account statement to verify that the amounts debited from <i>your</i> account are correct.</p>
<p>5. Dispute</p>	<p>5.1 If you believe there has been an error in debiting <i>your</i> account, <i>you</i> should notify us directly on dba@dbalawyers.com.au. Alternatively you can contact your financial institution for assistance.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging within a reasonable period for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your</i> account has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<p>6. Accounts</p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> a) with <i>your financial institution</i> whether direct debiting is available from <i>your</i> account as direct debiting is not available through BECS on all accounts offered by financial institutions. b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent account statement; and 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>.
<p>7. Confidentiality</p>	<p>7.1 <i>We</i> will keep any information (including <i>your</i> account details) in <i>your</i> <i>Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> 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 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> a) to the extent specifically required by law; or b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Contacting each other</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 email dba@dbalawyers.com.au</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice to the preferred address or email <i>you</i> have given us in the <i>Direct Debit Request</i>. Any notice will be deemed to have been received on the second <i>banking day</i> after sending.</p>