



“Consumer Details Inserted Here”

As collected by the Paypa Plane software (consumer enters details into the software platform)

Direct Debit Agreement – Terms & Conditions

This is your Direct Debit Agreement ("**DDA**") with Axis IP Pty Ltd Trading As Paypa Plane (ACN 613 002 430) ("**Axis IP**", "**we**", "**us**", "**our**"). It explains what your obligations are when submitting the above Direct Debit Request and entering into this DDA and what our obligations are to you as your direct debit provider.

1. Debiting your Account

- 1.1. By providing your payment details and clicking the box below, you authorise us to process payments from the Account or credit/debit card nominated above in accordance with the terms and conditions of this DDA and, where applicable card scheme rules.
- 1.2. You confirm the information above is true and correct, that you have read and understood these terms and conditions and that you understand the arrangement will remain in place until such time as it is cancelled by you in writing, or by your merchant.
- 1.3. You understand that all payment related queries must be directly resolved with your merchant.

2. Changing your payments

- 2.1. You may change, stop or defer a Debit Payment, or terminate this Agreement by providing us with at least 48 hours notification by updating your Account through the portal. You may check your online portal for the Fees incurred if you change payment days.
- 2.2. If the day on which the Debit Payment is scheduled falls on a day that is not a Banking Day, we may direct your financial institution to debit your Account or credit/debit card on the following Banking Day. Your Merchant will determine the number of times we will retry a failed payment.

3. Your obligations

- 3.1. It is your responsibility to ensure that the above banking information is correct and that the process of direct debiting is available through your financial institution and your Account.
- 3.2. It is your responsibility to ensure there are sufficient clear funds available in your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 3.3. It is your responsibility to ensure that your credit or debit card details are not expired or cancelled.
- 3.4. If there are insufficient clear funds in your Account to meet a Debit Payment or the payment is declined by your financial institution for any other reason:
 - 3.4.1. you may make payment of the failed Debit Payment within 24 hours of the failed Debit Payment (**Grace Period**) for a Fee (**Grace Period Fee**);
 - 3.4.2. if the outstanding payment is not made within the Grace Period, the failed Debit Payment, including the Grace Period Fee and the Late Fee (see our Fees) will be added to the next scheduled direct debit;
 - 3.4.3. you may be charged a fee and/or interest by your financial institution;
 - 3.4.4. you may also incur fees or charges imposed or incurred by us; and
 - 3.4.5. you may arrange for the Debit Payment to be made manually using our mobile platform.
- 3.5. It is your responsibility to check your Account statement to verify that the amounts debited from your Account are correct.



4. Dispute

- 4.1. If you believe that there has been an error in debiting your Account, you should notify us immediately by using our mobile platform or by sending us an email at support@paypaplane.com so that we can resolve your query as soon as possible. Alternatively you can contact your financial institution directly.
- 4.2. If we conclude as a result of our investigations that your Account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your Account accordingly. We will also notify you of the amount by which your Account has been adjusted.
- 4.3. If we conclude as a result of our investigations that your Account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

5. Confidentiality and Privacy

- 5.1. We will keep any information (including your Account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 5.2. We will only disclose information that we have about you:
 - 5.2.1. to the extent specifically required by law; or
 - 5.2.2. for the purposes of this Agreement (including disclosing information in connection with any query or claim).
- 5.3. Your personal information will be collected and used in accordance with the terms and conditions of our Privacy Policy at (www.paypaplane.com).

6. Our rights and obligations

- 6.1. We reserve the right to amend any details of this Agreement, including any Fees charged, by giving you at least 14 days notice through our mobile platform or in any other form we consider appropriate.
- 6.2. We have the right to cancel your account without notice to you if three (3) direct debit payments are dishonoured because of insufficient funds within a 12 month period or for any other reason whatsoever.

7. Notice

- 7.1. If you wish to notify us in writing about anything relating to this Agreement, you should send an email to support@paypaplane.com.
- 7.2. We will notify you by issuing a notification throughout our mobile platform, by sending you an email, SMS message, or in writing at the address you have provided to us in the Direct Debit Request.

8. Definitions

- 8.1. **Account** means the Account held at your financial institution from which we are authorised to arrange for funds to be debited in accordance with your Direct Debit Request.
- 8.2. **Debit/Credit Card** means a Visa or Mastercard credit or debit card attached to a bank account or line of credit and operated under Visa or Mastercard scheme rules
- 8.3. **Agreement** means this Direct Debit Request and Direct Debit Agreement between you and us.
- 8.4. **Banking Day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- 8.5. **Debit Payment** means a particular transaction where a debit is made.
- 8.6. **Fees** means the additional fees charged by us in accordance with these terms and conditions and in accordance with Visa/Mastercard scheme rules. See our Fees at your online Paypa Plane customer portal.



You hereby request that moneys due in terms of the payment arrangements covered by this DDA be drawn by Axis IP under the direct debit system from your Account stated above. You acknowledge that this direct debiting arrangement is governed by the terms of this DDA and our agreement with your merchant. Transactions will appear on your bank or card statement as 'AXIS IP TRADING AS PAYPA PLANE'