

# DIRECT DEBIT APPLICATION CREDIT CARD AUTHORISATION

Feb 2018

LifeRisk Online Subscriber Name																			
ABN /ARBN														(	"you"				
☐ Direct Debit	Request and authorise Life Risk Services Pty Ltd Direct Debit User ID 495084 to arrange, through its own financial institution, a debit to your nominated account any amount Life Risk Services Pty Ltd has deemed payable by you for your LifeRisk Online subscription fees.  This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement webpage.															Life tion CS) I be			
Financial Institution																			
Address																			
Account Name																			
Account Details																			
☐ Credit Card	By signing and/or providing <b>Life Risk Services Pty Ltd</b> , Merchant ID <b>BBL2076925</b> with a valid Credit Card Authorisation you have understood and agreed to the terms and conditions governing the credit card arrangements between you and Life Risk Services on the Credit Card Agreement.																		
Card Number																			
Name on Card																			
Expiry			/			C/	/C _									1	ı		<u> </u>
Signature Name & Address																			
Full Name and if signing on behalf of a company, signing capacity																			
Address																			

Second Account Signatory (if required)

Full Name and if signing on behalf of a company, signing capacity

Address

# DIRECT DEBIT SERVICE AGREEMENT

This is your Direct Debit Service Agreement with Life Risk Services Pty Ltd ABN 33 073 830 172 User ID 495084. 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 Application (DDA) and should be read in conjunction with your DDA authorisation.

### **Definitions**

account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between you and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit application means the Direct Debit Application between us and you.

us or we means Life Risk Services Pty Ltd (the Debit User) you have authorised by applying for Direct Debit.

you means the customer who has signed or authorised by other means the Direct Debit Application.

your financial institution means the financial institution nominated by you on the Direct Debit Application at which the account is maintained.

# 1. Debiting your account

- 1.1 By signing a *Direct Debit Application* or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the *Direct Debit Application* and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Application.

or

We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Application, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 2. Amendments by us

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

# 3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen

(14 days) notice by:-

writing to PO Box 12, Berwick VIC 3806,

telephoning us on 1300 131 778 during business hours,

emailing us at admin@liferiskgroup.com.au or

arranging it through your own financial institution, which is required to act promptly on your instructions.

# 4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a *debit* payment to be made in accordance with the *Direct Debit Request*.
- 4.2 If there are insufficient clear 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 so that we can process the *debit payment*.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

# 5. Dispute

- 5.1 If you believe that there has been an error in debiting *your account*, *you* should notify us directly at PO Box 12, Berwick VIC 3806 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 your financial institution.
- 5.2 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 (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 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 in writing.

#### 6. Accounts

You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) your 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 Application* if you have any queries about how to complete the *DDA*.

## 7. Confidentiality

- 7.1 We will keep any information (including your account details) in your Direct Debit Application 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.
- 7.2 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).

### 8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to

PO Box 12, Berwick VIC 3806, or

email us at admin@liferiskgroup.com.au

- 8.2 We will notify you by sending a notice to the current email address or the postal address you gave us for your LifeRisk Online subscription.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

# CREDIT CARD AGREEMENT

There are no standard terms and conditions governing regular credit card payments. We have modelled this agreement on the Direct Debit terms and conditions.

This is your Credit Card Agreement with Life Risk Services Pty Ltd ABN 33 073 830 172 Merchant ID BBL2076925. It explains what your obligations are when making a Credit Card arrangement with us. It also details what our obligations are to you.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Credit Card authorisation.

### **Definitions**

*credit card* means the credit card issued by your financial institution from which we are authorised to arrange for funds to be debited.

agreement means this Credit Card Agreement between you and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

payment day means the day that payment by you to us is due.

payment means a particular transaction where a credit card payment is made.

credit card authorisation means the Credit Card Authorisation between us and you.

us or we means Life Risk Services Pty Ltd you have authorised by applying for ongoing Credit Card authorisation.

you means the customer who has signed or authorised by other means the Credit Card Authorisation.

# 1. Making a payment account

- 1.1 By signing a *credit card authorisation* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be paid from your *credit card*. You should refer to the *credit card authorisation* and this *agreement* for the terms of the arrangement between *us* and *you*.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the credit card authorisation.

or

We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the credit card application, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 If the payment day falls on a day that is not a banking day, we may direct your financial institution to make the payment your credit card on the following banking day. If you are unsure about which day your credit card has or will be make the payment, you should ask your financial institution.

### 2. Amendments by us

2.1 We may vary any details of this agreement at any time by giving you at least fourteen (14) days written notice.

# 3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notice by

- writing to PO Box 12, Berwick VIC 3806,
- telephoning 1300 131 778 during business hours, or
- emailing us on <u>admin@liferiskgroup.com.au</u>.

## 4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient credit available in your credit card to allow a payment to be made in accordance with the credit card authorisation.

- 4.2 If there is insufficient credit available on your credit card to meet the 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 *payment* to be made by another method or arrange for sufficient credit to be available on your in your *credit card* by an agreed time so that we can process the *payment*.
- 4.3 You should check your credit card statement to verify that the amounts debited from your account are correct.

### 5. Dispute

- 5.1 If you believe that there has been an error in making *your payment*, *you* should notify us directly by phone on 1300 131 778, email at <a href="mailto:admin@liferiskgroup.com.au">admin@liferiskgroup.com.au</a> or by mail to PO Box 12, Berwick VIC 3806. You should 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 your financial institution.
- 5.2 As a result of our investigations, if we conclude, that
  - 5.2.1 your account has been incorrectly debited we will respond to your query by making a payment to your credit card (including interest and charges) accordingly. We will also notify you in writing of the amount by which your credit card has been adjusted.
  - 5.2.2 your credit card has not been made an incorrect payment, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

#### 6. Accounts

You should check your credit card details which you have provided to us are correct by checking them against a recent credit card statement.

### 7. Confidentiality

- 7.1 We will keep any information in your credit card authorisation 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.
- 7.2 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).

### 8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Life Risk Services Pty Ltd at PO Box 12, Berwick VIC 3806 or email us at <a href="mailto:admin@liferiskgroup.com.au">admin@liferiskgroup.com.au</a>
- 8.2 We will notify you by sending a notice to the current email address or the postal address you gave us for your LifeRisk Online subscription.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.