



Pinch Payments

Level 14, 127 Creek St, Brisbane QLD 4000

support@getpinch.com.au

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement is with Pinch Payments (User ID 511253, 601007) **ABN 64 612 280 225** and / or Zepto Payments Pty Ltd **ABN 61 604 057 598** with whom you have a direct debit agreement, to arrange through its own financial institution, to debit from your nominated account any amount deemed payable by you.

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 and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Pinch Payments does not accept any liability for the provision, merchantable quality or fitness for purpose of the underlying goods or services provided to you by the service provider and therefore holds Pinch Payments and Zepto Payments harmless for any claim that may arise from the non-provision of services or any other claim that may be made against the service provider under Consumer Law.

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 <i>we</i> 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 Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>service provider means the business or merchant using Pinch Payments for their invoice payments.</p> <p>us or we means <i>Pinch Payments</i>, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
1. Debiting your account	<p>By agreeing to a Direct Debit Request, <i>we</i> will debit your nominated account for the amounts and at the frequency of payments as agreed between <i>you</i> and the business using Pinch Payments. Pinch Payments and Zepto do not provide any goods or services to you.</p> <p><i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>or</p> <p><i>We</i> will only arrange for funds to be debited from <i>your account</i> if <i>we</i> have sent to the</p>

	<p>address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct your <i>financial institution</i> to debit your <i>account</i> on the following <i>banking day</i>. If you are unsure about which day your <i>account</i> has or will be debited you should ask your <i>financial institution</i>.</p>
2. Amendments by us	<p>We may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving you at least thirty (30) days written notice.</p>
3. Amendments by you	<p>Should you wish to request an alteration to your invoice payment amount, payment frequency or Day to Debit, please contact your service provider directly as we do not adjust invoice amounts, frequencies, or debit days</p> <p>You can cancel the Direct Debit Request Authority at any time by arranging it with your own financial institution, which is required to act prompt on your instructions or by contacting us at support@getpinch.com.au and providing us your name, last 4 digits of your account number, and the name of your service provider.</p> <p>Cancellation of the authority to debit your account will not terminate your contact or remove your liability to make payments you have agreed to with your service provider.</p>
4. Your obligations	<p>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>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"> (a) <i>you</i> may be charged a fee and/or interest by your <i>financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i> or your service provider; 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 account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>. <p><i>You</i> should check your <i>account</i> statement to verify that the amounts debited from your <i>account</i> are correct</p> <p>It is your responsibility to ensure that</p> <ul style="list-style-type: none"> (a) your nominated account is able to accept direct debits 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.
5. Dispute	<p>If you believe that there has been an error in debiting your <i>account</i>, you should notify us directly at support@getpinch.com.au and confirm 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.</p> <p>If we conclude as a result of our investigations that your <i>account</i> has been incorrectly debited we will respond to your query by arranging for your <i>financial institution</i> to adjust your <i>account</i> (including interest and charges) accordingly. We will also notify</p>

you in writing of the amount by which *your account* has been adjusted.

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.

6. Confidentiality

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.

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).