

Direct Debit Request Service Agreement

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*.

business 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 request means the Direct Debit Request form between *us* and *you* or *you* providing *your* payment details using *your* login on the self care page, My CMOBILE.

us or *we* means CMOBILE PTY LTD ABN 53 158 824 447, the Debit User *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the account that *you* have authorised *us* to arrange to debit.

1. Debiting *your* account

- 1.1 By signing a *direct debit request*, you have authorised *us* to arrange for funds to be debited from *your account*. You should refer to the *direct debit request* and this *agreement* for the terms of the debit 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 request*.
- 1.3 If the *debit day* falls on a day that is not a *business day*, we may debit *your account* on the following *business day*.

2. Changes by *us*

- 2.1 We may change our procedures in this *agreement* or change the terms of the *direct debit request* at any time by giving *you* at least fourteen (14) days written notice.

3. Changes by *you*

- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting us by telephone on 1300 545 000, email to support@cmobile.com.au or by writing to CMOBILE PTY LTD, PO Box 21140, World Square NSW 2002.
- 3.2 If *you* wish to stop or defer a *debit payment*, *you* must notify us in writing at least fourteen (14) days before the next *debit day*. This notice can be emailed to support@cmobile.com.au or posted to us at CMOBILE PTY LTD, PO Box 21140, World Square NSW 2002.
- 3.3 *You* may cancel *your* authority for *us* to debit *your account* at any time by giving us fourteen (14) days notice in writing before the next *debit day*. This notice should be emailed to support@cmobile.com.au or posted to CMOBILE PTY LTD, PO Box 21140, World Square NSW 2002.

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*.
 - (d) we will notify *you* by telephone or mail of a returned payment.

4.3 You should check *your account* statement from *your financial institution* 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 by telephone on 1300 545 000 and confirm that notice in writing to CMOBILE PTY LTD, PO Box 21140, World Square NSW 2002 or by email to support@cmobile.com.au . We will endeavour to resolve any dispute within fourteen (14) days of *you* notifying *us*.
- 5.2 If *we* conclude as a result of *our* investigations that *your account* has been incorrectly debited *we* will refund the disputed amount to *your account* within fourteen (14) days. *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 telephone or by mail within fourteen (14) days providing *you* with reasons and any evidence for this finding.
- 5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *you* and *us*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

6. Your account

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* from *your financial institution*.

7. Confidentiality

- 7.1 *We* will not disclose to any person any information *you* give *us* on the *direct debit request*, which is not generally available, unless:
- (a) *you* dispute any amount *we* debit under the *direct debit request*, where *we* will be required to disclose your information to *your financial institution* in order to investigate the dispute;
- (b) *you* consent to that disclosure; or
- (c) *we* are required to disclose that information by law.
- 7.2 *We* agree to be bound by this *agreement* when *we* receive the *direct debit request* complete with the particulars *we* need to debit an amount from *your account*.

8. Notice

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

CMOBILE PTY LTD
PO Box 21140
World Square NSW 2002

8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.

8.3 Any notice will be deemed to have been received two (2) *business days* after it is posted.