

Direct Debit Request



Request and Authority to debit the account named below to pay Prospera

Direct Debit Request and Authorisation

Your entity name

Your ABN/ACN/ARBN

("you" or "the Borrower")

Request and authorise Prospera Advance Pty Limited ACN 154 775 667 (USER ID: 447943) ("Prospera" or "us") to arrange, through its own financial institution, a debit to your nominated account any amount Prospera has deemed payable by you.

This debit or charge will be arranged by Prospera's own financial institution and made through the Bulk Electronic Clearing System (BECS) from your nominated account and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Details of nominated account to be debited:

Name/s on account

Financial institution name

BSB number (Must be 6 Digits)

Account number

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you acknowledge:

- you have understood and agreed to the terms and conditions set out in this Request and in your Direct Debit Request Service Agreement; and
- you confirm the account details are correct, you are authorised to operate the nominated account and that this request is signed by the required number of authorised signatories.

Account Signatories

All signatories to the nominated account must sign. If signing for a Company, you must be authorised to sign on behalf of the account AND you must have authority to operate the Company's bank account.

Signed in accordance with the account authority on your account:

Signature

Name of Signatory

(Sign and print full name and capacity for signing e.g. director)

Address

Email

Phone

Date

Second account signatory (if required)

Signed in accordance with the account authority on your account:

Signature

Name of Signatory

(Sign and print full name and capacity for signing e.g. director)

Address

Email

Phone

Date

DIRECT DEBIT SERVICE AGREEMENT

This is your Direct Debit Service Agreement with Prospa Advance Pty Limited ACN 154 775 667 (USER ID: 447943). 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

- **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 in New South Wales.
- **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 written, verbal or online request between us and you to debit funds from your account.
- **us or we** means Prospa Advance Pty Ltd, (the Debit User) you have authorised by requesting a Direct Debit Request.
- **you or your** means the customer who has authorised the Direct Debit Request.
- **your financial institution** means the financial institution at which you hold the account you have authorised us to debit.

1. Debiting your account

- 1.1 By submitting a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. The Direct Debit Request and this agreement set out 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 Request.
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 Request, 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 (as directed by us from time to time). If you are unsure about which day your account has or will be debited you should ask your financial institution.

Amendments by us

- 1.4 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.
- 1.5 We reserve the right to cancel the direct debit if two (2) or more drawings of amounts deemed payable by you are returned unpaid by your nominated financial institution and to arrange with you an alternative payment arrangement.

2. Amendments by you

You can cancel or suspend the Direct Debit Request, or change, stop or defer an individual debit payment at any time by giving us at least 14 days' notice. To do so, contact us:

- (a) by writing to Level 2, 4-16 Yurong Street, Sydney, NSW, 2000; or
- (b) by emailing info@prospa.com; or
- (c) by telephoning us on 1300 882 867 during business hours.

You can also contact your own financial institution, which must act promptly on your instructions.

3. Your obligations

- 3.1 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.
- 3.2 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.
- 3.3 You should advise us immediately if your nominated account is transferred or closed or if your account details change.
- 3.4 You should 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 directly on 1300 882 867 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can contact your financial institution for assistance.

- 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 within a reasonable period of time 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.
- 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 in writing.

5. 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 Request if you have any queries about how to complete the Direct Debit Request.

6. Confidentiality

- 6.1 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.
- 6.2 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).

7. Notice

- 7.1 If you wish to notify us in writing about anything relating to this agreement, you should write to us at Level 1, 4-16 Yurong St, Sydney, NSW, 2000, or email info@prospa.com.
- 7.2 We will notify you by sending a notice to the preferred address or email you have given us in the Direct Debit Request.
- 7.3 Any notice sent via post will be deemed to have been received on the third banking day after posting.