

## Direct Debt Request (DDR) Service Agreement

### DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This DDR Service Agreement is designed to explain what your obligations are when undertaking a direct debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your Direct Debit Request.

#### INITIAL TERMS

I/We authorise Debitsuccess Limited (NZBN: 9429038729041) (**Debitsuccess**) Authorisation Code 0132745 to make periodic debits on behalf of the "Business" as indicated on the Direct Debit Request (herein referred to as the Business).

I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the Direct Debit Request, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the Direct Debit Request as instructed by the Business.

#### RELATIONSHIP

I/we acknowledge that Debitsuccess has been appointed by the Business to collect the payments due under the agreement that I/we have entered into with the Business pursuant to which I/we have agreed to pay for goods/services provided by the Business (**Agreement**). All payments due by me/us to the Business shall be made via Debitsuccess.

I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business. I/We acknowledge that Debitsuccess sole responsibility is to make periodic debits as set out in the Direct Debit Request.

#### CLEARED FUNDS

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment (Day to Debit) to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution and by the Business.

#### VARIATIONS TO DEBIT TERMS

I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business, and where such instructions from the Business are received by Debitsuccess, I/we do not require Debitsuccess to notify me/us of such variations to the debit amount.

I/We acknowledge that Debitsuccess/or the Business is to provide 14 days' notice if varying the terms of the debit arrangements otherwise than as provided for herein.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement must be directed to the Business.

#### CANCELLING THESE DEBIT TERMS

I/We understand that I/we are able to cancel this DDR Service Agreement by requesting this of the Business or my/our Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

#### NON WORKING DAY

When the Day to Debit falls on a weekend or national public holiday the debit will be initiated on the next working day.

#### DISHONOURD PAYMENTS

I/We acknowledge that:

- (a) if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges charged by the Business as a result, in addition to any Financial Institution charges and collection fees; and
- (b) Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

#### ACCURACY OF INFORMATION

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the Direct Debit Request are correct and that Debitsuccess is not liable to the extent that any such details are incorrect and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the Direct Debit Request, I/we agree that Debitsuccess may continue to debit from the credit card in accordance with the terms of this DDR Service Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of any replacement credit card to Debitsuccess via the Business.

#### DISPUTES

I/We acknowledge that any disputes regarding debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to direct any such dispute to my/our Financial Institution.

#### OTHER AUTHORISATIONS

I/We authorise:

- (a) Debitsuccess to verify details of my/our account with my/our Financial Institution; and
- (b) The Financial Institution to release information allowing Debitsuccess to verify my/our account details.
- (c) Any notices to be given to me/us by electronic mail to the email address on the DDR Service Agreement (or any other email address notified in writing by me/us)

I/we acknowledge that:

- (a) This DDR Service Agreement will remain in force and effect in respect of all direct debits passed to my/our account in good faith notwithstanding my/our death/bankruptcy or other revocation of this DDR Service Agreement until actual notice of such event is received by the bank.
- (b) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the bank except in so far as the direct debit has not been paid in accordance with this DDR Service Agreement. Any other dispute lies between me/us and the Business.

**INFORMATION SECURITY**

We are collecting your personal information for the sole purpose of completing this direct debit arrangement. Debitsuccess agrees that it will make reasonable efforts to keep your information contained in the Direct Debit Request (including account details) and any other information that we have about you confidential and secure, and will 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. You may request access to, and correction of, any personal information held by Debitsuccess by writing to Debitsuccess at the address below. You acknowledge that your personal information will be collected, used, held and disclosed in accordance with the Debitsuccess Limited Privacy Policy found at: <https://www.xplortechnologies.com/privacy-notice/> Debitsuccess will only disclose information that we have about you:

- (a) to the extent specifically required by law;
- (b) to Financial Institutions participating in the direct debit payment system in connection with a claim made on it relating to an alleged incorrect or wrongful debit; or
- (c) for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact  
Debitsuccess Ltd.

5 The Warehouse Way, Northcote, Auckland, New Zealand, 0627

Phone: 0800 481 0400

E-mail: [customerservice@debitsuccess.co.nz](mailto:customerservice@debitsuccess.co.nz)