

YOUR OXIPAY AGREEMENT

1. Oxipay and you

We will debit the Balance in instalments from your Account starting on the First Payment Date. The terms on which we provide Oxipay are set out below and in the Oxipay Portal from time to time.

Electronic Acceptance and Communication

We are an online only business. Most of the time we do not use paper to communicate.

You:

- acknowledge and agree that both you and us accept this Agreement electronically using the Oxipay Portal; and
- consent to providing your signature electronically for the purposes of this Agreement, the Direct Debit Service Agreement, and the Privacy Consent.

You agree to receive statements, notices and any documents that we are required to give you in relation to Oxipay by electronic communication. You need to know that we will not usually send you paper documents. You should regularly check for communications from us in the Oxipay Portal. Even though we operate online we still might write to you if we cannot use the Oxipay Portal to communicate with you, or if we think you are not receiving our electronic communication. You can withdraw your consent to electronic communications using the Oxipay Portal, but if you do that we will close your Oxipay Account (when you have paid your Balance) because we only operate online.

2. What you acknowledge and agree to:

You acknowledge and agree:

- 1.you have purchased Goods or Services from the Retailer.
- 2.we did not supply you with the Goods or Services and do not make any warranties as to fitness for purpose, quality or otherwise.
- 3.We are not liable to you for any product or service warranty, faults or defects that arise from any of the Goods or Services other than as required under the Australian Consumer Law.
- 4.Return of Goods will not be accepted in lieu of payment unless required by law.
- 5.The Retailer is not our agent and we are not acting on behalf of the Retailer.
- 6.you are 18 years or over and a permanent resident of Australia.
- 7.you are employed full time or receiving an aged pension.
- 8.you are not currently an undischarged bankrupt.
- 9.if your contact details change you must tell us within 5 business days using the Oxipay Portal.

3. What happens if you do not make your Payments?

If you do not make your Payments you will Default and:

- 1.your Balance will become immediately due and payable.
- 2.you will have to pay us the Late Payment Fee for each Default in addition to any fee or charge by your bank or credit union.
- 3.you will have to pay us the Collection Fee if we take steps to collect the Balance from you.
- 4.we may attempt to process the direct debit again.

4. The Oxipay Portal:

Access to your Oxipay Account requires a Password, PIN or SMS Code and sometimes more than one of these might need to be used. The Oxipay Portal gives you 24-hour access to your Oxipay Account but this may not always be possible and we are not obliged to give continuous access.

We may adjust debits and credits to your Balance to accurately reflect your legal obligations and ours and we will show you any adjustments in your Oxipay Portal.

Access to your Oxipay Account

You have to keep your Password secret. This is important because anyone who obtains your Password will be able to access the Oxipay Portal and our website and obtain information about you, your Oxipay Account and give us details and instructions. You must not record or save your Password on your computer or in an email. You must not provide your Password to anyone else to enable them to access your Oxipay Account.

If you have lost, forgotten, or misplaced your Password, or believe someone else knows it, for example by hacking your Mobile Phone, you must cancel your Password and re-set your Password.

You must protect your Password and ensure that it does not become known to any other person. You must use up to date antivirus, anti-malware and firewall software on your computers and mobile devices. You must not give your Password to anyone. you must not record your Password without protecting the security of the Password, for example by disguising the password within another record, hiding the record somewhere safe or by keeping it locked away or in a password protected device. You must not choose a password that represents your date of birth or name.

Your email address and mobile phone number

We may use your email address as part of our secure log in or authorisation process, or to advise you of changes to your Oxipay Account which may alter our delivery of, or your ability to use your Oxipay Account. You need to keep your email address current and you can use the Oxipay Portal to update your email address or contact us on 1800 895 791.

Because we use electronic communication we will use your Mobile Phone number to send you SMS Codes and other information you need to know. So we can communicate with you, you must keep your Mobile Phone number provided to us up to date. You may update your Mobile Phone number using the Oxipay Portal or by contacting us on 1800 895 791. If you do not provide us with your current Mobile Phone number you will not be able to transact on your Account, and you may not be notified of important information relevant to the use of your Oxipay Account.

You are responsible any charges by your telecommunications provider for connecting to the Oxipay Portal on your mobile phone or tablet device, including call costs and data costs associated with browsing the internet.

Transactions and Retailer records

You agree that Retailer records and documents of any Transaction with you are admissible evidence of the Transaction and of the amount shown and that we may rely on those records and documents to make decisions about your Oxipay Account and how we deal with you.

5. Direct Debit Request Service Agreement:

5.1. You authorise us to debit your Account for any amount payable by you under this Agreement.

5.2. If any payment falls due on a day that is not a Business Day, we may direct your bank or credit union to debit your Account on the following Business Day. If you are unsure about which day your Account has or will be debited you should ask your bank or credit union.

5.3. Your records and account details held by us will be kept confidential, except information required by your bank or credit union in the event of a claim or relating to an alleged incorrect or wrongful debit.

5.4. We may vary any details of this clause 4 or the DDR any time by giving you at least fourteen days written notice.

5.5. If you want to request a change to the DDR you must notify us in writing at least seven days before the next date that an instalment is due. Alternatively you may give this notice to your bank or credit union.

5.6. It is your responsibility to:

1.ensure, before completing the DDR, that the Account can accept direct debits, as direct debits through the Bulk Electronic Clearing System is not available on all accounts (your bank or credit union can confirm whether your Account can accept direct debits);

2.ensure your account details are correct by checking with your bank or credit union or checking them against an account statement, prior to completing the DDR;

3.ensure that there are sufficient cleared funds available in the Account stated in the Oxipay Portal to allow for payments of the amounts payable in accordance with this Agreement;

4. check with your bank or credit union before completing the DDR if you have any queries about how to complete the DDR; and

5. advise us if your nominated Account is transferred or closed.

You should check your bank or credit union statements regularly to ensure that the amounts we debit from your bank or credit union account are correct.

If you believe that there has been an error in debiting your Account, you should notify us using your Oxipay Portal. Your claim may also be referred to your bank or credit union.

If we conclude that your Account was incorrectly debited we will arrange for your bank or credit union to adjust your Account accordingly. We will also notify you using the Oxipay Portal of the amount by which your Account has been adjusted. If we conclude that your Account has been correctly debited we will provide you with our reasons.

Any queries you have about an error made in debiting your Account should be directed to us in using your Oxipay Portal. If we cannot resolve the matter you can still refer it to your bank or credit union which will obtain details from you of the disputed transaction.

6. Miscellaneous:

6.1. Anything in this Agreement including any right created under it, may be waived by us at our absolute discretion. We may exercise a right or remedy under this Agreement in any way we consider appropriate (including by imposing conditions).

6.2. You may not assign your rights under this Agreement. We may assign our rights under this Agreement, without your consent.

7. Definitions:

In this Agreement, unless the context otherwise requires:

Account means the bank or credit card account nominated by you in the Oxipay Portal.

Agreement means this agreement.

Balance means the amount stated as the total balance owing in the Oxipay Portal and any other amount that becomes payable under this Agreement.

Business Day means a day other than a Saturday, Sunday or a national public holiday.

Collection Fee is \$30.00

Default occurs when an instalment is unable to be processed.

DDR means the direct debit request made by you under this Agreement.

First Instalment Date means the date stated in the Oxipay Portal as the first instalment date.

Goods means the goods described in the Oxipay Portal.

Late Payment Fee is \$6.00.

Oxipay Portal means the online interface provided to you by us at oxipay.com.au

Retailer means the person described in the Oxipay Portal.

us or **we** means Oxipay Pty Ltd (ABN 22 129 228 959).

you means the customer whose name is stated in the Oxipay Portal.