

DIRECT DEBIT AUTHORITY AND CUSTOMER AGREEMENT (1/2)

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 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 between us and you.

Payleadr means Payleadr Pty Ltd ACN 615 881 162.

us or we means ASSEMBLY PAYMENTS PLATFORM PTY LTD TRADING AS ASSEMBLY PAYMENTS (the Debit User) you have authorised by requesting a Direct Debit Request.

you means the customer who has signed or authorised by other means the Direct Debit Request.

your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account

1. By signing a Direct Debit Request or by providing us with a valid instruction, 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 arrangement between us and you.

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.

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. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Amendments by us

1. 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.

2. Despite any provision to the contrary, to the maximum extent permitted by law, we may at any time and for whatever reason assign or novate any of our rights, obligations or interests under this agreement and the Direct Debit Request, in whole or in part, to Payleadr, by providing you with at least fourteen (14) days written notice. Without limiting our rights under this agreement and the Direct Debit Request, you hereby:

(a) authorise and consent to Payleadr making such changes to this agreement and the Direct Debit Request to reflect the assignment or novation, including, but not limited to, replacing references to 'us', 'we' and 'PromisePay Pty Ltd Trading As Assembly Payments' with 'Payleadr' and replacing the user id in the direct debit request with the user id assigned to Payleadr; and

(b) acknowledge and agree to do all things reasonably necessary, including, without limitation, agree to any agreement (if required), comply with any of our (or Payleadr's) reasonable requests, or provide us (or Payleadr) with any information or documentation, to give effect to this clause 2.

3. Amendments by you

You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to:

Accounts Department
Assembly Payments
Level 3 48 Cambridge Street
Collingwood 3066 VIC

or by emailing us at accounts@assemblypayments.com during business hours; or arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us of your new account details.

4. Your obligations

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.

2. If there are insufficient clear funds in your account to meet a debit payment:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by us; and

3. You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

1. If you believe that there has been an error in debiting your account, you should notify us directly at accounts@assemblypayments.com and confirm that notice in writing 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.

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 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.

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.

6. Accounts

You should check:

- 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.
- your account details which you have provided to us are correct by checking them against a recent account statement; and
- with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7. Confidentiality

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.

2. We will only disclose information that we have about you:

- to the extent specifically required by law; or
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

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

Accounts Department
Assembly Payments
Level 3 48 Cambridge Street
Collingwood 3066 VIC
accounts@assemblypayments.com

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.

3. Any notice will be deemed to have been received on the third banking day after posting.

CUSTOMER AGREEMENT

This Agreement is between Payleadr Pty Ltd ACN 615 881 162 (we, us) and you (being a customer of the Business) and sets out the terms upon which we will arrange for your Nominated Account or Card to be debited for amounts due by you under this Agreement.

1. Agreement

By agreeing to the Direct Debit Authority and Customer Agreement, you agree to be bound by this Agreement.

2. Interpretation and definitions

In this Agreement unless the contrary intention appears:

- Account** means the account you establish on the Platform to agree to the Payment Plan and access other features about the Payment Plan which are available on the Account.
- Assembly** means Promise Pay Pty. Ltd. ACN 167 436 722 trading as Assembly Payments.
- Business** means the business you receive goods or services from in exchange for making payments under the Payment Plan.
- Business Day** means any day other than a Saturday, Sunday or public holiday in the State of New South Wales.
- Claim** means any claim, action, proceeding, demand, cost, damage, loss, expense (including reasonable legal costs on a full indemnity basis), liability incurred or suffered by, or brought or made or recovered against any person and however arising (whether or not presently ascertained, immediate, future or contingent).
- Consequential Loss** means any indirect, special, consequential, punitive or exemplary damages, expenses, losses or costs, loss of anticipated or actual revenue or profits, loss of or inability to use equipment, a failure to realise anticipated savings, lost data, down time costs or loss of goodwill.
- DDR Service Agreement** is the DDR Service Agreement you enter into with Assembly under which Assembly will direct debit amounts owing by you under this Agreement from your Nominated Account or Card.
- Establishment Fee** means the establishment fee we charge (if any) as set out in the Payment Plan.
- Failed Payment Fee** means the failed payment fee we charge (if any) as set out in the Payment Plan.
- Loss** means any damage, loss, cost, charge, expense or liability however arising (including contractual, tortious, legal, equitable loss or loss pursuant to statute).
- Nominated Account or Card** means the bank account (which must be held with an ADI), credit card or debit card (which must be issued by an ADI) which you nominate to be direct debited to pay amounts owing by you under this Agreement.
- Payment Plan** means the terms on which you will make regular direct debit payments to the Business in exchange for receiving goods or services from that Business.
- Platform** means our online direct debit platform and includes the Account.



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3. Business

- You and the Business have entered into an arrangement under which the Business Page 2 of 4 provides goods or services to you in exchange for you making payments to the Business in accordance with the Payment Plan.
- We have been appointed by the Business to administer the payments on its behalf, which includes collecting payments owing by you. Other than the Establishment Fee, Failed Payment Fee and amounts owing to us under clause 10(c), funds collected by us under this Agreement will be remitted to the Business in satisfaction of amounts owing by you to the Business.
- You must contact us if you have questions about the general administration of the Payment Plan. However you must contact the Business if you wish to amend or otherwise renegotiate the terms of the Payment Plan.
- We do not provide any warranty or assurance in relation to the goods or services provided by the Business. You must contact and deal with the Business if you have any questions or complaints about their goods or services.

5. Fees

- You agree to pay us the Establishment Fee in accordance with the Payment Plan.
- We will provide you with notice if a direct debit is dishonoured (at which point it will become overdue) and we will attempt to make the direct debit again within 14 Business Days after the initial attempt was Page 3 of 4 made. You will be liable to pay us the Failed Payment Fee for each dishonoured direct debit.

6. Direct Debit

- You agree to pay us amounts owing by you under this Agreement, including amounts payable by you under and in accordance with the Payment Plan.
- If any amounts owing by you under this Agreement are in arrears, such amounts will be immediately due and payable by you.
- You agree that amounts owing by you under this Agreement will constitute amounts owing by you under the DDR Service Agreement and you authorise Assembly to debit such amounts from your Nominated Account or Card in accordance with the DDR Service Agreement.

7. Termination

- We may terminate this Agreement if you have breached the terms of this Agreement and have not remedied the breach to our reasonable satisfaction within 10 Business Days after we have provided you with notice of the breach.
- You may terminate this Agreement at any time.
- Regardless of how this Agreement is terminated, if your Payment Plan:
 - contains a minimum number of payments period and you have not made the minimum number of payments at the payment amount specified in the Payment Plan; or
 - contains a minimum value of contract amount and the payments made by you are less than this amount, you will be liable to pay us such amounts which are required to ensure you meet the minimum terms of the Payment Plan. Such amounts will constitute a debt owing and will be immediately due and payable to us.
- We may, upon receiving instructions from the Business, engage a debt collection agency to collect any amounts owing by you under this Agreement. In such cases the total outstanding balance remaining under your Payment Plan will become immediately due and an additional debt collection fee of no more than 25% of the outstanding balance remaining under your Payment Plan will be added to the amount owing to cover the costs of debt collection.
- You acknowledge that we may disclose to a credit reporting body details of any amounts owing by you under this Agreement where these amounts are overdue by more than 60 days and the overdue payment relates to an amount of \$150 or more.
- Termination of this Agreement will also terminate the DDR Service Agreement.

8. Privacy

We will collect, handle and use your personal information in accordance with our privacy policy available at <https://www.payleadr.com>. Our privacy policy contains important information about the purposes for which we collect personal information, the entities to which we may disclose the information we collect (including any overseas disclosures that we may make), how you can access and seek correction of the personal information we hold about you or how you can make a complaint about our handling of your personal information.

9. No warranty and IP

- We do not give any express warranty in relation to the Platform, including that it will be suitable, of merchantable quality or fit for any particular purpose. We do not give any implied warranties in relation to the Platform, except for those implied under law which cannot be excluded by contract.
- All rights, title and interest in the Platform are owned by us.
- Until this Agreement is terminated, we grant you a revocable, non-exclusive, nontransferable licence to use the Platform. You grant us with a non-exclusive, irrevocable and sub-licensable right to use any information you submit on the Platform for the purposes of performing our obligations under this Agreement, which includes sharing that information with Assembly. Other than as set out in this clause, the Agreement does not transfer any rights between you and us.
- You may not alter, reproduce, adapt, distribute, display, publish, reverse engineer, decompile, disassemble or otherwise attempt to copy or reproduce the Platform. e) Your access to the Platform is dependent on you accessing the Platform from a compatible device. We may publish a list of compatible devices on our website from time to time. We may modify or update software or other infrastructure supporting the Platform and, if that modification or update requires you to update software, systems or take any other action, you will receive notice which sets out reasonable particulars of the actions we require you to undertake and the timeframe that you are required to undertake them. You may not have access to the Platform if you do not comply with this notice.

10. Liability and indemnity

- To the maximum extent permitted by law, we exclude our liability to you in relation to any Claim you may have against us in connection with this Agreement. If our liability cannot be excluded by law, and to the extent we are entitled to do so by law, we limit our liability in respect of such Claim to, at our option, the re-supply of the relevant services (which are subject of the Claim) or payment of the cost of having those services supplied again.
- In the event clause 10(a) is not enforceable, we will not be liable to you in any circumstance for any Consequential Loss you suffer or are otherwise entitled to in relation to any Claim you may have against us under or in connection with this Agreement.
- To the maximum extent permitted by law, you agree to indemnify us and pay us on demand for any Loss we incur or suffer as a result of engaging a debt collector agency to collect amounts owing by you or your breach of the terms of this Agreement or your fraud, wilful misconduct or negligence.

11. Miscellaneous

- This Agreement is governed by the laws in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts in that jurisdiction.
- We can unilaterally vary the terms of this Agreement by providing you with 30 days' notice of the variation. The variation may come into effect after the notice period expires or at a later date specified in the notice. You agree to any variation by continuing to use the Platform after the date the variation takes effect. c) If any term in this Agreement is unenforceable, illegal or void then it is severed from this Agreement and the rest of the Agreement remains in full force. d) We may provide you with notice in relation to this Agreement electronically, which includes emailing you or posting a communication on the Platform. You will be deemed to have received the notice at the same time we post or send the communication. You may provide us with notice in relation to this Agreement by emailing us at support@payleadr.com.

