

This is your Direct Debit Service Agreement with AFG Securities Pty Ltd, APCA User ID Number 320803. 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. By signing the Direct Debit Request, you acknowledge that you have read and understood the terms of this agreement.

Definitions

account means the account held at your financial institution from which we are authorised to debit.

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.

Direct Debit Request means the direct debit request between us and you.

us and **we** means AFG Securities Pty Ltd, who you have authorised to debit your account by signing a Direct Debit Request.

you means the customer who signed the Direct Debit Request.

your financial institution means the financial institution where you hold the account that you have authorised us to debit.

your loan agreement means the loan agreement entered into or to be entered into by you with Perpetual Corporate Trust Limited (AFG Securities Pty Ltd as Trust Manager/Service) which sets out the terms and conditions of your loan with us.

1. Debiting your account

- 1.1 By signing the Direct Debit Request, you have authorised us to debit funds from your account. You should refer to the Direct Debit Request, this agreement and your loan agreement for 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. We will not issue individual confirmation of payments made.
- 1.3 We can debit your account a number of times in order to collect money due to us.
- 1.4 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has been or will be debited, please check with your financial institution.
- 1.5 If you have elected to set a weekly, fortnightly or monthly fixed periodic repayment amount and this amount does not cover the minimum repayment amount due to us, you authorise us to automatically adjust the amount of the periodic repayment amount to the minimum repayment amount either monthly, fortnightly (half monthly payments) or weekly (quarter monthly payments).

2. Changes by us

We may vary the terms of this agreement or a Direct Debit Request at any time by giving you at least 30 days' written notice.

3. Changes by you

- 3.1 You may defer a debit payment or change the arrangements under your Direct Debit Request by giving us at least 12 days' notice in writing, signed by you, of the deferral or change.
- 3.2 You may request a stop to any individual debit by notifying us in writing at least 12 days before the next debit day. You may also contact your financial institution.
- 3.3 Subject to clause 3.5, you may cancel the DDR by giving us at least 12 days' notice in writing. You may also contact your financial institution. If you wish to cancel the DDR because we have varied the terms of the DDR or this DDRSA, we will allow you to do so without penalty.

- 3.4 To cancel the Direct Debit Request, stop any individual debit, or defer or alter any payments, contact us on 1800 629 948 or at clientservices@afghomeloans.com.au.
- 3.5 You may not cancel the Direct Debit Request without our consent. You must arrange a suitable alternate payment method with us before you close or change your account, or if you wish to cancel the Direct Debit Request and we agree to its cancellation.

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 and a payment is dishonoured:
- (a) you may be charged a fee and/or interest by your financial institution;
 - (b) you may incur reasonable fees or charges imposed or incurred by us as stated in your loan agreement;
 - (c) you may be in default under your loan agreement; and
 - (d) you must arrange for the particular debit payment which has declined 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.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 You must arrange a suitable alternate payment method with us if you wish to cancel the Direct Debit Request and we agree to its cancellation.
- 4.5 You must not close or alter the account being debited without our prior written consent and unless approved alternate payment arrangements have been made.
- 4.6 If we are liable to pay goods and services tax ("GST") on a supply made by us in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 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 accordingly. 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 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, but you may also contact your financial institution. 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. 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) that 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.

7. Confidentiality

- 7.1 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. You may access any personal information we hold about you at any time by contacting us.
- 7.2 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 or if required by our sponsor in the direct debit system (including disclosing information in connection with any query, dispute or claim).

8. Notice

- 8.1 If you wish to notify us about anything relating to this agreement, you should contact us on 1800 629 948 or at clientservices@afghomeloans.com.au.
- 8.2 We will notify you by sending a notice to the preferred address or email you have given us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received two business days after it is sent

9. Assignment

You agree that we may assign our rights under the DDR to anybody who takes over the ownership or running of your loan account.