

Direct Debit Request - Service Agreement

About this Agreement

This is your Direct Debit Service Agreement with Zai Australia Pty Ltd (**Zai**), User ID's 342203 and 481561, ABN: 966 376 326 45, (the Debit User), as agent for **Kolmeo Pty Ltd (ABN: 82 132 055 648)** to arrange a debit from your nominated account for rental property related payments under your agreement **Nelson Alexander Pty Ltd (ABN 39 631 884 483)**.

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 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**.
- **us** or **we** means **Zai Australia Pty. Ltd.** (the Debit User) **acting on behalf of Kolmeo Pty Ltd** 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.
- **Nelson Alexander Pty Ltd, (Real Estate Agency)**, means the organisation with which you have a tenancy agreement, property management agreement or any other relevant agreement.
- **Kolmeo Pty Ltd** means the provider of the software application that collects valid instructions authorised by your **Real Estate Agency** and you. They provide these instructions to us to enable the processing of related debit payment instructions.
- **your financial institution** means the financial institution nominated by **you** on the DDR at which the **Account** is maintained.

Debiting your account

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**.
2. **We** will only arrange for funds to be debited from your **account** as authorised in the **Direct Debit Request**.
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**.

Amendments by us

We may vary any details of this **Agreement** or a **Direct Debit Request** at any time by giving **you** at least thirty (30) days written notice sent to the preferred email or address **you** have given **us** in the **Direct Debit Request** or by contacting your **Real Estate Agency** managing the relevant property.

Amendments by you - cancelling the Direct Debit Request

You can at any time by giving us 5 days' notice:

1. Cancel or suspend the Direct Debit Request; or
2. Change, stop or defer an individual debit payment

To do so, **you** can:

1. Contact your **Real Estate Agency** to update your instructions using the **Kolmeo Pty Ltd** software application. **Kolmeo Pty Ltd** will notify **us** and we will act on your instructions; OR
2. To cancel your **Direct Debit Request**, notify **us** directly via email to: helpdesk+Kolmeo@hellozai.com or by mail to:

Zai Australia Pty Ltd
Attention: Kolmeo Pty Ltd Support Team
Level 20, 120 Spencer St
Melbourne VIC 3000

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

Your obligations

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**.

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**;
- **we** may charge you reasonable costs incurred by **us** on account of there being insufficient funds; and
- **you** must arrange for the **debit payment** to be made by method or arrange for sufficient clear funds to be in your **account** by an agreed time so that we can process the **debit payment**.

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

Dispute

1. If **you** believe that there has been an error in debiting your **Account**, **you** should notify **us** directly at helpdesk+Kolmeo@hellozai.com or by mail to: Zai Australia Pty Ltd, Attention: Kolmeo Support Team, Level 20, 120 Spencer Street, Melbourne VIC 3000. Alternatively, **you** can contact your **Financial Institution** and/or your **Real Estate Agency** for assistance.
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, 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.

Accounts

You should check:

1. 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.
2. your **Account** details which **you** have provided to **us** are correct, by checking them against a recent bank account statement; and
3. with **your Financial Institution** before completing the Direct Debit Request if **you** have any queries about how to complete the **Direct Debit Request**.

While the **Account** **you** nominate for this purpose may be jointly held, **you** must nominate an **Account** that **your Financial Institution** permits **you** to operate including the permission to authorise the debiting of that account, without your **Financial Institution** requiring another party to also authorise such **debit payments**.

If you have identified yourself as an individual only in the **Direct Debit Request**, for the purposes of the **Direct Debit Request**, **you** may not nominate an **Account** issued to or operated by a company or another similar type of entity structure, such as a Trust.

Confidentiality - keeping your data private

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**:
 - 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).

Notice

1. If **you** wish to notify us in writing about anything relating to this agreement, you should email us at helpdesk+Kolmeo@hellozai.com or mail us at:

Zai Australia Pty Ltd, Attention: Kolmeo Support Team, Level 20, 120 Spencer St, Melbourne VIC 3000.

2. **We** will notify **you** by sending a notice to the preferred contact method you have given us in the **Direct Debit Request**.
3. Any notice will be deemed to have been received on the second banking day after sending if sent via email, or on the fifth banking day if sent via post.