



Direct Debit Request Service Agreements - Stripe and Payrix

Stripe Direct Debit Service Agreement Spriggy Visa Prepaid Card And Parent Wallet

21 October 2020

1. By agreeing to the Direct Debit Request you authorise Stripe to arrange for funds to be debited from your nominated financial institution account (the "nominated account"). Stripe is acting as an agent for the Merchant and Stripe does not provide any goods or services to you.
2. Stripe or the Merchant will give you at least 14 days notice in writing of any changes to the terms of the drawing arrangements.
3. Stripe will keep information relating to your nominated account confidential in accordance with Stripe's privacy policy, except where required for the purposes of conducting direct debits with your financial institution. Your personal information will be transferred by Stripe to the United States.

If you do not want to provide your personal information to Stripe in connection with the Direct Debit Request, Stripe will not be able to debit your nominated account.

4. Where the due date is not a business day Stripe will draw from your nominated financial institution account on the next business day.

It is your responsibility to:

- a. Ensure your nominated account can accept direct debits;
- b. Ensure that there are sufficient clear funds available in the nominated account to meet each drawing on the due date;
- c. Advise immediately if the nominated account is transferred or closed or your account details change;
- d. Arrange a suitable payment method if Stripe or the Merchant cancels the drawing arrangements;
- e. Ensure that all authorised signatories nominated on the financial institution account to be debited authorise the Direct Debit Request.

Subject to the terms and conditions of your nominated financial institution account and your agreement with the Merchant, you may alter the drawing arrangements. Such advice should be received by the Merchant at least 7 business days prior to the drawing date for any of the following:

- a. Changing your nominated account number
- b. Deferring a drawing
- c. Altering a DDR schedule
- d. Cancelling the drawings completely

If you require further information, please contact Spriggy via email at support@spriggy.com.au. Alternatively, you can also contact your financial institution.

5. If you believe that there has been an error in debiting your account, you should notify the Merchant as soon as possible. The Merchant will notify you in writing of its determination and the amount of any adjustment that will be made to your nominated account (if any). Stripe will arrange for your financial institution to adjust your nominated account by the applicable amount (if any). Alternatively, you can also contact your financial institution.
6. The details of your drawing arrangements are contained in the above Direct Debit Request.
7. Stripe reserves the right to cancel the drawing arrangements if three consecutive drawings are dishonoured by your financial institution, and for the Merchant to arrange with you an alternative payment method. Please refer to the terms and conditions of your nominated financial institution account to see whether dishonour fees apply. The Merchant may charge additional dishonour fees in accordance with your agreement with the Merchant.

Direct Debit Request Service Agreement

Spriggy Visa Prepaid Card And Parent Wallet

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix and the Rivva Pty Ltd (trading as Spriggy). It also details what our obligations are to you as your Direct Debit Service Provider. This agreement and the amendments made to it from time to time are available at www.spriggy.com.au. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with the collection of your payment details and payment instructions through the Spriggy App or Spriggy Website.

I hereby authorise Payrix Australia Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 (Payrix) to make periodic, on-demand and auto top-up debits on behalf of Rivva Pty Ltd (trading as Spriggy) (ABN: 86 603 542 918) (Spriggy).

I acknowledge that Payrix is acting as a Direct Debit Service Provider for Spriggy and that Payrix does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by Spriggy or the terms and conditions of any agreement with Spriggy.

I acknowledge that Payrix and the Spriggy will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix and Spriggy 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.

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).

I acknowledge that the debit amount will be debited from my account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with Spriggy.

I acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I acknowledge that it is my responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution.

I 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, I agree that Payrix and Spriggy will not be held responsible for any fees and charges that may be charged by your financial institution.

I Acknowledge that there may be a delay in processing if:

1. There is a public or bank holiday on the day, or any day after the debit date
2. A payment request is received by Payrix and Spriggy on a day that is not a Banking Business Day
3. A Payment request is received after normal operational hours, being 4pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I authorise the Spriggy to vary the amount of the payments from time to time as provided for within the terms and conditions of any agreement with Spriggy.

I authorise Payrix to vary the amount of the payments upon instructions from Spriggy.

I do not require Payrix to notify me of such variations to the debit amount. I acknowledge that the total amount billed will be determined by the instructions I provide through the Spriggy App or Spriggy Website in conjunction with the terms and conditions of any agreement with Spriggy.

I acknowledge that Spriggy is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

I acknowledge that any request to vary to the debit arrangement will be directed to Spriggy.

I acknowledge that any request to stop or cancel the debit arrangement will be directed to Spriggy.

I acknowledge that any disputed debit payments will be directed to Spriggy. If no resolution is forthcoming you are advised to contact your financial institution.

I acknowledge that if a debit is returned by my financial institution as unpaid, I will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Payrix.

I authorise Payrix to attempt to re-process any unsuccessful payments as advised by Spriggy.

I acknowledge that if specified by Spriggy, a setup, variation, dishonour, SMS or processing fees may apply as instructed by Spriggy.

I authorise:

1. Payrix and Spriggy to verify details of my account with my financial institution
2. The Financial Institution to release information allowing Payrix and Spriggy to verify my account details.

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Rivva Pty Ltd
(trading as Spriggy)

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