

# Direct Debit Terms and Conditions for Purchasing Online in Australia

April 2016



## 1. About these Terms and Conditions

- 1.1 This document contains the direct debit authority terms and conditions (**Terms**) that apply to you if you purchase any MYOB subscription-based product or membership service which requires recurring payments from your bank account or credit card. Please read these Terms carefully.
- 1.2 In these Terms “we” “us” and “our” means MYOB Australia Pty Ltd ABN 13 086 760 198 of Level 3, 235 Springvale Road, Glen Waverley, Victoria 3150.
- 1.3 Your order of a product or service online via our website constitutes your agreement to these Terms, so be certain you understand them before you place your order. These Terms, together with your order and the applicable Terms of Use or Software Licence Agreement (**SLA**) for the software product you have purchased, constitute the entire agreement between us and you. No other terms and conditions will apply.
- 1.4 We may update these Terms from time to time by providing you with 10 days’ notice in writing (or 20 days’ notice in the event of changes to your direct debit arrangements, see Sections 3 and 4 for more details).
- 1.5 Notices under these Terms will be issued by email or by us posting a notification on our website (www.myob.com) and will be regarded as given and received:
  - a. if the notice is issued by email, at the time that the message was sent by the sender (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee); or
  - b. if the notice is posted on our website, when the posting is made. We recommend that you regularly check our website for notices and other communications.
- 1.6 These Terms do not exclude, restrict or modify:
  - a. the application of any provision of the Australian Consumer Law (whether applied as a law of the Commonwealth or any State or Territory of Australia) (ACL);
  - b. the exercise of any right or remedy conferred by the ACL; or
  - c. our liability for a failure to comply with any applicable consumer guarantees where to do so would:
    1. contravene the ACL; or
    2. cause any part of these Terms to be void.

## 2. MYOB Software

All software is licensed to you on the terms and conditions contained in the SLA and Terms of Use applicable to the specific product you have purchased. The SLA is shipped with the software. If you receive or download the software and if you do not agree to the terms and conditions contained in the SLA and Terms of Use, please contact us to arrange for the software to be deactivated and a refund to be processed.

## 3. Online Direct Debit Request Service Agreement (DDRSA)

This section 3 relates to your online direct debit authority for your bank account. It sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. The terms and conditions contained in this section operate in addition to the terms and conditions set out in any SLA or Terms of Use that govern your MYOB product or service, including any terms and conditions that relate to your direct debit authority.

- 3.1 By selecting the “direct debit from bank account” payment method and clicking “Finish and Pay” you:
  - acknowledge that you are an authorised signatory of the nominated bank account or if debiting a joint account, you confirm that all the authorised signatories have authorised the establishment of this direct debit request;
  - understand and accept your commitments and responsibilities under the direct debit request service agreement set out in this section 3;
  - authorise MYOB Australia Pty Ltd (User ID 184111) to debit funds from your nominated bank account through Bank Electronic Clearing System (BECS) for:
    - periodic payments for all contracts and/or products and services with recurring charges (**Periodic Payments**); and
    - one off Payments where direct debit has been selected as the payment method (**One Off Payments**).
- 3.2 We will arrange for funds to be debited from your nominated bank account, as authorised by you, on the direct debit date shown on your invoices. If the direct debit date falls on a non-working day or public holiday the payment will be processed on the next working day. If you are uncertain as to when the debit will be processed, please enquire directly with your financial institution.
- 3.3 A tax invoice confirming the amount of the payment will be issued to you within 1–3 working days of:
  - Periodic Payments – the start of a month in which a payment will be made by you.
  - One Off Payments – your order being accepted and processed.
- 3.4 We will advise you of any changes to your debit arrangements at least 20 days in advance.
- 3.5 It is your responsibility to ensure that you have sufficient funds available in your nominated bank account to cover your periodic payments and that your bank account details are correct.
- 3.6 Direct debiting through BECS is not available on all bank accounts. If you are paying by direct debit from your bank account, it is your responsibility to ensure that your bank account can accept direct debits (your financial institution can confirm this). You should also check your bank account details with your financial institution before completing the direct debit request.

- 3.7 We will notify you by email if you default on a payment. It is then your responsibility to arrange for an alternative payment to be made to us within five (5) working days of the original due date.
- 3.8 If we do not receive an alternative payment from you within five (5) working days, we may list your payment default with Veda Advantage (CRAA). Defaults are listed for a period of five (5) years and may have an adverse effect on your credit rating.
- 3.9 We may suspend your account, subscription or membership until any outstanding payments have been made. You may also be charged a dishonour fee to cover administration costs for the collection of any defaulting payment under this agreement.
- 3.10 If you believe that there has been an error in debiting your bank account you should immediately contact our Accounts Department by phone on 03 9222 9782 or via email at [accounts@myob.com](mailto:accounts@myob.com) so that we can resolve your query promptly.
- 3.11 If we conclude, as a result of our investigations, that your bank account has been incorrectly debited, we will arrange a refund of the amount due to you. If we conclude that your account has been debited correctly, we will let you know and provide evidence of our findings.
- 3.12 **Confidentiality** – any information that you provide to us is confidential and protected by our MYOB Group Privacy Policy (located at [www.myob.com.au/privacy](http://www.myob.com.au/privacy)). You acknowledge and agree that we will need to provide information to our financial institution to initiate or alter payment arrangements from your bank account or to investigate an alleged incorrect or wrongful payment.
- 3.13 This direct debit authority permits us to change the amount debited from your bank account, by providing you with least 20 days' notice, to reflect any change to prices for the products and/or services that relate to your direct debit authority. It also permits us to change the amount debited or charged to cover any increases in amounts payable arising from the purchase of additional products by you from time to time, with at least 20 days' notice.
- 3.14 **Changing or cancelling your payment arrangements**  
– If you wish to defer or alter any payment arrangements, stop an individual payment item or cancel a payment authority please contact our Accounts Department by phone on 03 9222 9782 or via email at [accounts@myob.com](mailto:accounts@myob.com).

## 4. Online Credit Card Direct Debit Terms and Conditions

This section 4 relates to your online direct debit authority for your credit card. It sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. The terms and conditions contained in this section operate in addition to the terms and conditions set out in any SLA or Terms of Use that govern your MYOB product or service, including any terms and conditions that relate to your direct debit authority.

- 4.1 By selecting the "direct debit from credit card" payment method and clicking "Finish and Pay" you:
- acknowledge that you are authorised to establish this direct debit authority;

- understand and accept your commitments and responsibilities under the credit card direct debit terms and conditions set out in this section 4; and
  - authorise MYOB Australia Pty Ltd to charge your nominated credit card for:
    - periodic payments for all contracts and/or products and services with recurring charges (**Periodic Payments**); and
    - one off Payments where credit card has been selected as the payment method (**One off Payments**).
- 4.2 We will arrange for funds to be debited from your nominated credit card, as authorised by you, on the direct debit date shown on your invoices.
- 4.3 A tax invoice confirming the amount of the payment will be issued to you within 1–3 working days of:
- Periodic Payments – the start of a month in which a payment will be made by you.
  - One Off Payments – your order being accepted and processed.
- 4.4 We will advise of any changes to the direct debit arrangements at least 20 days in advance.
- 4.5 It is your responsibility to ensure that you have sufficient funds available to cover your payments and that your credit card details are correct.
- 4.6 In the event that a payment is declined we will make up to two (2) further attempts to process the payment, 3 days after the first or subsequent attempt.
- 4.7 We will notify you by email if you default on a payment. It is then your responsibility to arrange for an alternative payment to be made to us within five (5) working days of the original due date.
- 4.8 If we do not receive an alternative payment from you within five (5) working days, we may list your payment default with Veda Advantage (**CRAA**). Defaults are listed for a period of five (5) years and may have an adverse effect on your credit rating.
- 4.9 We may suspend your account, subscription or membership until any outstanding payments have been made. You may also be charged a dishonour fee to cover administration costs for the collection of any defaulting payment under this agreement.
- 4.10 If you believe that there has been an error in debiting your credit card you should immediately contact our Accounts Department by phone on 03 9222 9782 or via email at [accounts@myob.com](mailto:accounts@myob.com) so that we can resolve your query promptly.
- 4.11 If we conclude, as a result of our investigations, that your credit card has been incorrectly debited, we will arrange a refund of the amount due to you. If we conclude that your credit card has been debited correctly, we will let you know and provide evidence of our findings.
- 4.12 **Confidentiality** – any information that you provide to us is confidential and protected by our MYOB Group Privacy Policy (located at [www.myob.com.au/privacy](http://www.myob.com.au/privacy)). You acknowledge and agree that we will need to provide information to our financial institution to initiate or alter payment arrangements from your credit card or to investigate an alleged incorrect or wrongful payment.

4.13 This direct debit authority permits us to change the amount debited from your credit card, by providing you with least 20 days' notice, to reflect any change to prices for the products and/or services that relate to your direct debit authority. It also permits us to change the amount debited or charged to cover any increases in amounts payable arising from the purchase of additional products by you from time to time, with at least 20 days' notice.

#### 4.14 **Changing or cancelling your payment arrangements**

– If you wish to defer or alter any payment arrangements, stop an individual payment item or cancel a payment authority please contact our Accounts Department by phone on 03 9222 9782 or via email at [accounts@myob.com](mailto:accounts@myob.com).

## 5. Your Privacy

5.1 MYOB Australia Pty Ltd and its related companies ("we", "us" and "our") collects, uses and discloses your personal information to provide you with the products, services and associated support that you've asked for. We also use your personal information to respond to your enquiries or feedback and to promote products and services offered by us and associated third parties.

5.2 To do these things, we may provide your personal information to our related companies and to people that we outsource functions to. These entities may be located in Australia, New Zealand, Singapore, India, the Philippines, the United States or other countries. Where possible we will collect your information from you, but we may also collect it from public sources such as social media websites, or from third parties that provide us with marketing leads. If you don't provide your personal information to us, it may affect our ability to do business with you.

5.3 You consent to us collecting, using and disclosing your personal information for the purposes set out in section 8.1 above. You can ask us not to use your information to promote products and services by following the process outlined in the MYOB Group Privacy Policy (located at [myob.com.au/privacy](http://myob.com.au/privacy)).

5.4 The MYOB Group Privacy Policy contains information on how to:

- i. update your preferences about the marketing and promotional material we send to you;
- ii. request access to and seek correction of the personal information we hold about you;
- iii. make a privacy complaint; and
- iv. how we will deal with your complaint.

5.5 You can contact us about your privacy by email at [privacy\\_officer@myob.com.au](mailto:privacy_officer@myob.com.au), or by post at:

"Privacy Officer",  
MYOB Australia Pty Ltd, PO Box 371,  
Blackburn,  
Victoria 3130.

ACSS123003-0415  
MYOB Australia Pty Ltd  
ABN 13 086 760 198

Level 3, 235 Springvale Road,  
Glen Waverley VIC 3150

[myob.com.au](http://myob.com.au)