

# Mint

# MintEFT Direct Debit Request + Service Agreement

Updated August 2021



## Direct Debit Request

You request and authorise Mint Australia Pty Ltd (ABN 54 634 104 895) to arrange through its own financial institution, the debiting of funds from the bank account nominated in section 5 of the Mint Application Form for any amounts and frequency of payments that Mint deems payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated. Direct Debit User ID (User ID 600994).

Mint Australia Pty Ltd does not accept liability for illegitimate payments, payments made in error or any claims relating to the non-provision of service. This DDR is governed by the terms of the Mint EFT DDR Service Agreement and is to remain in full force in accordance with the [Terms and Conditions](#).

By accepting this DDR, I acknowledge that the Contract (as outlined in the Mint EFT DDRSA) governs the Debit User's access to the Mint EFT Portal and the Mint EFT DDR. The Mint EFT DDR will remain in place during the term of the Contract unless either party terminates or cancels the Mint EFT DDR in accordance with the Mint EFT DDRSA.

## Mint EFT Direct Debit Request Service Agreement ("Service Agreement")

This document outlines our service commitment to you, in respect of the Mint EFT Direct Debit Request (DDR) arrangement made between Mint Australia Pty Ltd (User ID 600994) and you. It sets out your rights, our commitment to you and your responsibility to us, together with where you should go for assistance should you require it.

1. By accepting this Service Agreement, you authorise Mint to arrange for funds to be debited from the nominated bank account in accordance with your Authorisation for payments made via the Mint EFT Portal.
2. Mint will debit your nominated bank account following the Authorisation Date. Where the Authorisation Date is not a Business Day, Mint will process the debit on the first Business Day thereafter.
3. The "Mint EFT Contract" includes the executed Application Form, Mint's General Terms and Conditions, the Mint Payments DDR, the Mint Payments DDRSA, the Mint EFT Terms and Condition, the Mint EFT Service Agreement, the Mint EFT DDR and this Mint EFT DDRSA.
4. Mint does not accept any liability for the goods or services supplied by a Payee. You as the Debit User hereby agrees to indemnify and hold Mint harmless from any claim that

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may arise from the non-provision of goods and services by a Payee and any other claims that may be made against a Debit User, a Payee, Mint or the Payment Network.

## Your Obligations

5. It is your responsibility to ensure that there are sufficient clear funds available in your account(s) to allow a debit item to be made in accordance with the direct debit request and the Mint EFT Contract.
6. If there are insufficient funds in your account(s) to meet a debit payment:
  - a. you may be charged a fee and / or interest by your financial institution;
  - b. you may also incur fees or charges imposed or incurred by us in accordance with the Mint EFT Contract;
  - c. all other payments in respect of your account(s) for the day will be cancelled;
  - d. and you must arrange for the debit item to be made by another method or arrange for sufficient clear funds to be in your account(s) by the next Business Day so that we can process the debit item, and you acknowledge that Mint will not be liable for any such delay
7. It is your responsibility to ensure that the details provided in payment instructions are correct before submitting the payment instructions as "Authorised" in the Mint EFT Portal.
8. It is your responsibility to check your account(s) statements(s) to verify that the amounts debited from your account(s) are correct.

## Changes to this Service Agreement

9. Mint will provide you with 10 Business Days' notice if Mint wants to change any terms of this Service Agreement.
10. If you receive a notice of a proposed change to this Service Agreement from Mint and you want to terminate your DDR, you must give Mint at least 20 Business Days' notice to terminate the DDR from the date upon which the proposed change is to take effect.

## Disputes

11. If you wish to dispute a direct debit transaction, you should contact Mint in writing as soon as possible. You may also wish to lodge a Direct Debit Claim through your financial institution.
12. Mint will endeavour to resolve a direct debit transaction dispute within 30 Business Days
13. If we conclude from the investigation that your account(s) has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account(s) (including charges) accordingly. We will also notify you in writing of the amount by which your account(s) has been adjusted.
14. If we conclude from the investigation that your account(s) has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.



### **Altering or Cancelling the Mint EFT DDR**

- 15. The Mint EFT DDR remains in force during the usage period or until the Mint EFT DDR is cancelled.
- 16. You may alter the Mint EFT DDR at any time by providing at least 5 Business Days' notice in writing to Mint.
- 17. You may cancel the Mint EFT DDR at any time by providing at least 20 Business Days' notice in writing to Mint.

### **Accounts**

- 18. Direct debit is not available on a full range of accounts. If in doubt, check with your financial institution.
- 19. You confirm that the account details provided by you in the Application Form and any subsequent Change Requests are correct.
- 20. It is your responsibility to ensure that the Authorisation given to debit the nominated account(s) is identical to the account signing instruction held by your financial institution where the account is based.

### **Confidentiality**

- 21. Mint requires the information in the Mint EFT DDR in order make debits from the nominated bank account.
- 22. Mint will not disclose the information in the Mint EFT DDR except where required or permitted by law or required for conducting debits with your financial institution and for related queries or disputes.

### **Assistance**

- 23. If you have any queries, please ring 1300 646 833 for assistance.

## **Definitions**

Capitalised terms used in this Service Agreement have the following meanings:

**Application Form:** the application form used to collect relevant and required information from the Debit User in order for such Debit User to be onboarded to use the Mint EFT Portal.

**Authorisation:** an approval to initiate payment submitted via the Mint EFT Portal by the Debit User. By submitting the Authorisation, the Debit User instructs and authorises Mint to debit the Debit User's nominated bank account for the value of the payment instruction

**Authorisation Date:** the date the Authorisation is submitted.

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**Business Days:** means between 9:00am and 5:00pm on Monday to Friday excluding public holidays in Sydney, New South Wales.

**Change Request:** an application or notification to make changes in respect of your account or Application Form.

**Debit User:** you as the merchant initiating payments to payees via the Mint EFT Portal.

**Direct Debit Claim:** a claim made by the paying bank in respect of an incorrect direct debit applied to a Payer's account.

**Mint EFT DDR:** a direct debit authority executed by you for the purposes of authorising payments via the Mint EFT Portal.

**Mint Payments DDR:** a direct debit authority executed by you for the purposes of deducting fees and any other amount due to Mint.

**Mint Payments DDRSA:** a direct debit services agreement executed by you for the purposes of deducting fees and any other amount due to Mint.

**Mint EFT Portal:** Debit User entrance point to access and navigate the Mint EFT facility for processing of payments to Payees.

**Mint EFT Terms and Conditions:** Can be viewed [here](#).

**Mint's General Terms and Conditions:** the terms and conditions applying to a person registered to use the Mint EFT Portal and set out [here](#).

**Payee:** the entity receiving funds via Mint EFT Portal.

**Payer:** the entity sending funds via Mint EFT Portal.

**Payment Networks:** Mint's third-party payment service providers, such as acquirers and payment platforms.