Direct Debit Request Agreement

This is your Direct Debit Request Agreement with Seed Yoga & Wellness Pty Ltd ABN 62 615 928 553 (*Agreement*). It sets out your obligations in undertaking a direct debit arrangement with us. The Agreement forms part of the terms and conditions of your direct debit request.

Definitions

credit card means the credit card nominated in the direct debit request which we are authorised to arrange for funds to be debited.

debit day means the commencement date specified in your direct debit request and the monthly anniversary of that

debit payment means a particular transaction where a debit is made.

direct debit request means the written or online request by you to us to debit funds from your credit card.

Stripe means Stripe Inc.

we and us means Seed Yoga & Wellness Pty Ltd ABN 62 615 928 553.

yoga fee means the yoga fee you have nominated in the direct debit request and agreed to pay each debit day.

you means the yoga student nominated in your direct debit request, and your has a corresponding meaning.

your financial institution means the financial institution who issued or is responsible for your credit card.

1. Debiting your credit card

- 1.1 By signing or submitting online a direct debit request, you authorise us, either directly or by our agent Stripe, to arrange for the yoga fee to be charged and debited to the credit card on each debit day on the terms of this Agreement and the Seed Yoga + Wellness Terms and Conditions.
- **1.2** We will continue to rely on your authority to directly debit the yoga fee to the credit card until you advise us of any changes to the arrangements. We reserve the right to cancel the direct debit request if one or more drawings are returned unpaid and to arrange with you an alternate payment method.

2. Changes to this Agreement

- 2.1 We may amend this Agreement or a direct debit request at any time by giving you at least fourteen (14) days' notice. If you do not agree with any amendments, you may terminate the Agreement in accordance with clause 2.2.
- **2.2.** Subject to clause 2.3, you may change or cancel the arrangements under a direct debit request or terminate this Agreement by giving us fourteen days' written notice.
- **2.3** You may only cancel this direct debit request after three months from the first debit day unless you provide alternative credit card details.

3. Your obligations

- **3.1** It is your responsibility to ensure that there are sufficient clear funds available in credit card to allow a debit payment to be made.
- **3.2** If there are insufficient clear funds in your credit card: **(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; and **(c)** you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in the credit card by an agreed time so that we can process the debit payment.
- 3.3 You are responsible for checking that all billing

information provided to you is correct before the associated direct debit transaction occurs. You acknowledge that "Stripe" will appear as the merchant for all debit payments on your credit card statement. You should also check your credit card statement to verify that the amounts debited to your credit card are correct.

4. Dispute

- **4.1** If you believe that there has been an error in debiting your credit card you should contact us directly on hello@seedyogawellness.com.au.
- **4.2** Any queries you may have about an error made in debiting your credit card should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you should then contact your financial institution.

5. Credit Cards

You should check: (a) with your financial institution whether direct debiting is available from your credit card; and (b) your credit card details which you have provided to us are correct.

6. Confidentiality

- **6.1** We will make reasonable efforts to keep any information that we have about you confidential and secure and to ensure that any of our employees, contractors or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- **6.2** 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).