



**Direct Debit Authority Service Agreement: WestClub Advertisers**  
Effective 1 August 2005

The following terms and conditions apply to any WestClub Retailer participating in the WestClub CashBack Program. Any reference to "you," "your," or "yourself" means the WestClub Retailer. Technocash Pty Ltd ("Technocash"), User ID 313419, and you agree to be bound by this Agreement when Technocash receives your completed Direct Debit Authority with the particulars required to draw an amount under it.

You have entered or are about to enter into an arrangement under which you make payments to Technocash. Payments are made by requesting Technocash to debit from your nominated bank account, credit card or Technocash BillFold any payments that from time to time become payable from the bank account, credit card or Technocash BillFold nominated on your Direct Debit Authority. You must keep copies of your Direct Debit Authorities and this Agreement. This Agreement sets out the terms on which Technocash accepts and acts under any Direct Debit Authority you provide to Technocash authorizing Technocash to debit amounts from your nominated bank account, credit card or Technocash BillFold.

Changes to the Arrangement

If you want to make changes to your Direct Debit arrangement you should contact Technocash on (02) 9687 1900 or write to us at the address provided on your Direct Debit Authority form. Changes may include:

- deferring the drawing; or
- altering the schedule; or
- stopping an individual debit; or
- suspending the Direct Debit Authority; or
- canceling the Direct Debit Authority.

Nominating Bank Accounts or Credit Cards

If you nominate a bank account or credit card on your Direct Debit Authority to Technocash please note the following:

- Direct debiting may not be available on some accounts.
- Additional charges may be applied by your financial institution for direct debits.
- You should confirm your account details by checking a recent statement from your financial institution.

If you are in doubt about any of these items please check with your bank or financial institution before contacting Technocash.

You must notify Technocash if you close or change the account you have nominated.

## CashBack Transaction Reports

If you are using a Technocash IMSE terminal/s to process CashBack Transactions:

- You will be provided a daily report prior to direct debiting that summarizes your CashBack Transaction activity for that day. The information in the report will provide the basis to determine the amount that will be direct debited from you the following business day.
- It is your responsibility to review the information contained in the daily report to verify its accuracy. If you do not agree with any of the details contained in the daily report you must contact Technocash immediately by telephone. If you have not raised any concerns by the following business day, your direct debit will be processed that day.
- Use of your Operator Authorisation Cards to authorise CashBack Transactions constitutes an authorisation for Technocash to direct debit funds for those CashBack Transactions from your nominated Technocash BillFold, bank account or credit card.
- If any IMSE terminal you are using to process CashBack Transactions malfunctions or otherwise becomes inoperable, you must use the provided Fax Transaction Log Sheets to record CashBack Transaction information and you must contact Technocash immediately to make arrangements for repair or replacement.

If you are using your own POS system or Manual Log Booklets to process CashBack Transactions:

- It is your responsibility to provide Technocash with daily reports summarizing CashBack Transaction activity, either generated through your own POS system or using the provided Manual Log Booklets. Minimum information that must be provided is: retailer identification information; and for all CashBack Transactions the date, total sale amount and CashBack cardholder information. The daily report will provide the basis to determine the amount that will be direct debited from you the following business day.
- Failure to submit to Technocash a daily report on any given day will result in delays for your customers in receiving their CashBack rewards and may result in your exclusion from the WestClub CashBack Program.

## Direct Debit Processing

Direct debits will be processed daily on each business day. Where the due date falls on a non-business day/s Technocash will debit the accumulated amount on the next business day.

You may nominate a maximum daily limit for direct debits on your Direct Debit Authority. You may amend any stated maximum daily limit by notifying Technocash of your intention to do so and completing a new Direct Debit Authority.

You are responsible for ensuring that the bank account, credit card or Technocash BillFold you nominated has sufficient cleared funds available to pay each debit when it becomes due.

You are able to nominate more than one method for having Technocash process your direct debits. In this case, Technocash will process the direct debit from your Technocash BillFold as a priority, or otherwise from any nominated bank account or credit card.

In the event that a direct debit fails for reason of insufficient funds in your Technocash BillFold or insufficient funds in your nominated bank account or credit card or for any other reason, Technocash reserves the right to keep seeking that payment and additional amounts that are outstanding.

In the case that direct debits from your nominated bank account or credit card fail for any reason, Technocash may either attempt to debit from your nominated account again, debit funds from your nominated Technocash BillFold, or will contact you to arrange another way of paying. In the case that Technocash needs to contact you in relation to direct debit processing problems, contact information provided on your signed Direct Debit Authority will be used.

Your customers will not be credited their CashBack rewards funds if you default on a direct debit payment unless otherwise agreed with Technocash in its sole discretion.

If any amounts owing remain unpaid for a period of at least one month, or where 3 or more debits are returned unpaid by your financial institution, Technocash may cancel your participation in the WestClub CashBack Program.

In the case of a failed direct debit from your nominated bank account an administration charge of \$25.00 will apply. This charge will be deducted from your nominated bank account when your next direct debit is processed.

### Amendments to the Service

Technocash may amend the terms and conditions of the Direct Debit Authority or this Agreement. In the case of any changes you will be provided with at least 14 days notice via email. Changes will also be posted at [www.technocash.com](http://www.technocash.com). Where changes relate to fees and charges associated with the service you will be provided with at least 30 days notice.

### If you have an Enquiry

Direct all enquiries to Technocash, rather than to your financial institution. All communication addressed to us should include your name, Technocash BillFold Number, financial institution account details, and contact phone number or email address.

### If you have a Complaint

If you have a complaint or dispute in relation to a direct debit, your Direct Debit Authority or this Agreement, we request that you initially refer your complaint or dispute to Technocash by:

- Calling us on (02) 9687 1900;
- Writing to us at the address provided on your Direct Debit Authority; or
- Submitting feedback at [www.technocash.com](http://www.technocash.com)

Technocash will promptly investigate your complaint, make decisions on issues raised, and reply to you either by telephone or formally in writing. If you are not satisfied with the outcome of Technocash's investigation, you may refer the matter to Technocash's external Dispute Resolution Scheme, the Banking and Financial Services Ombudsman (BFSO). You can contact the BFSO as follows:

- GPO Box 3, Melbourne Victoria 3001
- Tel: 03 9613 7344
- Toll Free: 1300 780 808 (Mon to Fri 9:00am-5:00pm AEST)
- Facsimile: 03 9613 7345
- Website: [www.bfso.org.au](http://www.bfso.org.au)

### Indemnity

To the maximum extent permitted by law you fully indemnify Technocash against any losses, costs, damages and liability that Technocash suffers as a result of you giving us incorrect or false information in your Direct Debit Authority or as a result of your nominated Technocash BillFold, bank account or credit card having insufficient funds to pay debits when they fall due. You further fully indemnify Technocash against any losses, costs, damages or liability you may suffer as a

result of fraud or misconduct on the part of you or any of your staff or from misuse of your Operator Authorisation Cards. Your indemnity continues after this Agreement is ended.

### Privacy of Information

Technocash will not disclose to any person any information you give us on your Direct Debit Authority which is not generally available, unless:

- You dispute any amount Technocash draws under your Direct Debit Authority and Technocash needs to disclose information to the financial institution at which your account is held or the sponsoring financial institution through which Technocash processes direct debits; or
- Your Direct Debit Authority nominates a bank account in which case Technocash will provide necessary information to our sponsoring financial institution to initiate the drawing to your nominated account; or
- You consent to disclosure; or
- Technocash is required to disclose information by law.

### Definitions

"CashBack" or "CashBack Program" or "WestClub CashBack Program" means WestClub's loyalty program powered by Technocash providing cash refunds as rewards for customers who purchase goods or services from participating retailers.

"CashBack Transaction" means a transaction authorised by a WestClub Retailer for which a customer receives cash refunds as rewards.

"Direct Debit Authority" means the authority granted by a WestClub Retailer to Technocash allowing Technocash to deduct an agreed percentage from CashBack Transactions, fees, charges and Government charges.

"IMSE" or "IMSE terminal" means an Interactive Multimedia Sales Event terminal, developed by Technocash, patent pending.

"Manual Log Booklet" means a document provided to authorised operators of WestClub Retailers whereby the authorised operators can manually record CashBack Transaction information and authorise Technocash to process direct debits based on that information by supplying to Technocash a signed copy.

"Operator Authorisation Card" means a security card issued by Technocash to WestClub Retailers for the WestClub Retailer's management and staff which allows for the authorisation of CashBack Transactions using an IMSE terminal.

"Technocash BillFold" means the facility provided by Technocash allowing users to log in using a number or username and password, or alternatively a plastic card with magnetic stripe or smart card information and password (or PIN) to access various services offered by Technocash including CashBack Transactions and other financial transaction processing and detailed reporting.

"WestClub Cardholder" means any customer that owns a WestClub Card that is powered by Technocash.

"WestClub Retailer" means a retailer advertising through WestClub publications that they are providing CashBack rewards.