

Tenant Registration Conditions of Use

These conditions outline our service commitment to you, your rights and responsibilities, and where you should go for assistance.

RE/MAX MAXcard

1. Before you sign

- 1.1. These Conditions of Use apply to all payment services including phone, Internet, automatic direct debit, BPAY, or POST bill pay in-person services ("Services") offered by Corum eCommerce Pty Ltd (ABN54 086654 640) trading as Corum Real Estate Services ("we", "us", "our").
- 1.2. These Conditions of Use constitute an agreement between you and us and are separate from any other agreement you may have, including any residential tenancy lease.
- 1.3. We provide the Services, including a payment card, as an optional payment service that is not intended to restrict you from using other methods to pay rent.
- 1.4. This is your Direct Debit Service Agreement with Corum Real Estate Services (User ID 600789). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

2. Payment processing

- 2.1. All rent payments are processed through our holding account and deposited into your real estate agent's trust account.
- 2.2. Payments submitted to us for processing:
 - a. Before 3.00pmEST/EDT on a business-banking day will be sent to your financial institution for processing at 3.00pmEST/EDT the same day.
 - b. After 3.00pm EST/EDT on a business-banking day or on a non-business banking day we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your Account has or will be debited you should ask your financial institution.
- 2.3. Funds can take up to 3 business-banking days to clear from your Account from the time the payment request is received by your financial institution. You acknowledge that no interest will be payable to you in relation to any monies held by us in the course of processing the payment.
- 2.4. We may refuse to accept or process any transaction which we reasonably believe is or may be invalid or fraudulent.
- 2.5. A transaction is invalid if:
 - a. The transaction it records is illegal;
 - b. In the case of a transaction using a credit/debit card:
 - The credit/debit card is not valid or current at the time of the transaction however the transaction occurs, or in the case of a transaction under a standing order special facility, the card is not valid at the time of payment.
 - The credit/debit cardholder authorisation is obtained by fraud or deception, is unauthorised or otherwise invalid.
 - A standing order authority has expired or was cancelled prior to the transaction. You should be aware that authorisations obtained provide no guarantee that the person providing the credit card details is the credit cardholder.
 - The particulars on the transaction receipt are not identical with the particulars on the credit/debit cardholder's copy.
 - The relevant institution or credit/debit card provider from which the relevant funds originated or were otherwise provided: (i) disclaims or refuses to accept or process the transaction for any reason; (ii) disputes the transaction; (iii) claims the transaction is invalid for any reason; or (iv) claims any form of set-off or counterclaim.
 - c. You do not observe any provision of these Conditions of Use in relation to the transaction.
 - d. The transaction is incurred through misleading, fraudulent or dishonest means, whether or not such means were known by you at the relevant time.
 - e. A payment we receive in relation to the transaction is wholly or partly avoided, or a claim is made to avoid it and that claim is upheld, conceded or compromised under any applicable law (including, but not limited to, any law relating to bankruptcy or liquidation).
 - f. It is otherwise treated as an invalid transaction under these Conditions of Use.
- 2.6. Details of your Account, including your payment history, can be found by logging onto your Account at www.maxcard.net.au

3. Your responsibilities

- 3.1. It is your responsibility to:
 - a. Ensure that information you provide is correct and current.
 - b. Ensure that your financial institution allows payments to be processed from your Account via DDR as this facility is not available on all accounts offered by financial institutions.
 - c. Ensure that your account details which you have provided to us are correct by checking them against a recent account statement.
 - d. Check with your financial institutions before completing the DDR if you have any queries about how to complete the DDR
 - e. Ensure you have sufficient clear funds available in your Account by the due date to allow for payments to be processed from your Account.
 - f. Keep your PIN private and confidential. We are in no way liable to indemnify or compensate you for any loss or damage you may incur for any payment processed with your card or card number where the current account details, PIN or password are provided, as we will assume that the access is by, or authorised by you.
 - g. Contact us immediately if your card is lost or stolen. If you are issued with a replacement card or card number these Conditions of Use continue to apply.
 - h. Make any unprocessed rental payment to your real estate agent. We are not liable for any loss or damage you suffer because of any breach of your lease or otherwise.
- 3.2. You will indemnify us on demand against all losses, expenses and damages we suffer or may likely to suffer as a result of or arising (whether directly or indirectly) out of:
 - a. Your failure to observe any of your obligations or duties under these Conditions of Use.
 - b. A credit card issuer or other institution imposing fees, fines, penalties on us as a direct or indirect result of your act, error, neglect, omission or default.
 - c. Any dispute between you and a third party.
 - d. Any invalid transaction, otherwise than as a direct or indirect result of our act, error, neglect, omission or default.

3.3. Nothing in these Conditions of Use:

- a. Excludes, restricts or modifies or purports to have the effect of excluding, restricting or modifying any condition that is implied by the Fair Trading Act(Vic) or the Trade Practices Act (Cmlth) or our liability under any such condition, including our obligation to provide our services with due care and skill.
- b. Gives rise to any liability on your part or qualify our liability in circumstances where we are in breach of these Conditions of Use, including any conditions implied by Fair Trading Act (Vic) or the Trade Practices Act (Cmlth) or our obligation to provide our services with due care and skill.

4. Fees

- 4.1. You will pay the following fees and charges quoted including GST.
 - a. Default Bank Account Registration: For payments where your registered default payment is by bank, building society or credit union account, a fixed monthly fee of \$3.20 ("Monthly Fee"), payable quarterly (i.e. \$9.60) in advance. The first quarterly fee will be debited from your account the day after your card is activated. The following additional charges will apply per payment:
 - If the payment is by credit/debit card, a Convenience Fee of 1.32%of the payment value;
 - If the payment is by BPAY(bank account only), a Convenience Fee of \$0.75;
 - If the payment is by POST bill pay in-person (EFTPOS or Cash), a Convenience Fee of \$1.90.
 - b. Default Credit/Debit Card Registration: For payments where your registered default payment is by credit/debit card, a fee of 1.32% of the payment amount per payment. The following charges will apply per payment:
 - If the payment is by BPAY(bank account only), a Convenience Fee of \$1.65;
 - If the payment is by POST bill pay in-person (EFTPOS or Cash), a Convenience Fee of \$2.75.
 - c. Void Payment Fee of \$5.50 if you request us to void or reverse a payment.
 - d. Statement Fee of \$3.30 if you request us to produce a statement manually.
 - e. Declined Transaction Fee of \$22.00 for Default Bank Account Payments that cannot be processed due to insufficient funds.
 - f. Fees, fines or penalties we are required to pay to MasterCard, Visa or any other financial institution pursuant to the relevant credit card scheme or payment rules as a direct or indirect result of your act, error, omission, neglect or default, including your failure to observe your obligations under these Conditions of Use.
- 4.2. Fees for payments made by credit/debit card are payable immediately the payment occurs; fees for payments made by BPAY or POST bill pay in-person are payable on the first business day (and debited from your account on the second business day) of the month immediately following the month the payment occurs; Void Payment Fees and Statement Fees will be debited the next time a payment is processed on your behalf; Declined Transaction Fees will be debited from your account 14 days after the declined payment. We will send you notice of the declined payment prior to debiting your account.
- 4.3. If you do not pay us any amounts due by the relevant payment date or within the required payment period, we may recover the amount due to us via direct debit or charge against your nominated Account without any further notice to you. If there are insufficient clear funds in your Account to meet a debit payment you may be charged a fee and/or interest by your financial institution, we may charge you reasonable costs incurred by us on account of there being insufficient funds, and you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

5. Changing or cancelling

- 5.1. You may terminate the Services any time by contacting us by phone or notifying us in writing. Any necessary paperwork to cancel the Service or change your payment details must be submitted before the change is to be made. Termination of the Services or the change in payment details will occur as soon as practicable after notification. You may also instruct your financial institution to cancel or suspend your DDR. Cancelling the Services is your responsibility even when you vacate your rental property or no longer need the Services. Failure to cancel the Services will result in ongoing fees.
- 5.2. We may terminate the Services including cancelling your card at any time, with notice to you, if you provide us with incorrect details, dishonour any transactions, or for any other reason.

6. Disputes

- 6.1. Please contact us directly if you believe that we have not debited your Account correctly or you have any questions or complaints relating to the direct debit service. Alternatively, you may contact your financial institution directly.

7. Privacy

- 7.1. We use the information you provide for the purpose of providing you with the Services. In limited circumstances your information may be disclosed to your real estate agent or landlord, but only when necessary to administer your account. Your information may also be provided to our financial institution in the event of a claim or an alleged incorrect or wrongful debit.
- 7.2. We handle your personal information in accordance with our privacy policy. You can view that policy at www.corumecommerce.com.au or request a copy.

8. Variations

- 8.1. We may change these Conditions of Use, including fees, from time to time, by giving you at least 20 days prior written notice of the change(s). Any changes will also be published on our website.
- 8.2. If you disagree with any changes to these Conditions of Use, you may stop using the Services by notifying us in writing within the 20 day notice period. Using the Services after the 20 day notice period deems acceptance of the changes.

9. Contact Us

You may contact or notify us in writing about anything to do with this agreement using the following contact details. Any notices we receive will be deemed to have been received on the third business day after emailing or posting. We may send notices either electronically to your email address or by ordinary post to the address you have given us.

Telephone: 1300 133 412

Address: RE/MAX MAXcard
C/- Corum Real Estate Services
PO Box Q281
Queen Victoria Building NSW 1230

Email: maxcard@corum.com.au

Website: www.maxcard.net.au