

# Swoop Mobile Direct Debit Service Agreement



This agreement is with Swoop Telecommunications Pty Ltd ABN 87 109 931 731 trading as Swoop Mobile.

It sets out your obligations in undertaking a direct debit arrangement with us. This agreement forms part of the terms and conditions of your direct debit request.

## 1. Definitions

- a) **account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- b) **business day** means a day other than a Saturday, Sunday, or a public holiday listed throughout Australia.
- c) **debit day** means the day that a payment by you to Swoop Mobile is due.
- d) **debit payment** means a particular transaction where a debit is made.
- e) **direct debit request** means the written, verbal, or online request between you and Swoop Mobile to debit funds from your nominated account.
- f) your **financial institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.
- g) **we, us, and our** means Swoop Telecommunications Pty Ltd ABN 87 109 931 731 trading as Swoop Mobile.

## 2. Debiting your account

- a) When you sign up online or over the phone and make your first payment via credit or debit card you hereby give us the authority to use this card for ongoing direct debits from your account. You may later change your direct debit to a bank account or another credit card at your discretion.
- b) Usually, a 10-day period would be provided to pay your bill from the day you would normally receive it. However, by entering into this agreement, we will debit any charges from your nominated account 3 working days from the day you can be assumed to have received your bill. Your bill is sent to the address/email address nominated by you during the sign-up process.
- c) We will continue to rely on your authority to directly debit the amount of each bill from your nominated account until you advise us of any changes to the arrangements. We reserve the right to cancel the direct debit if one or more drawings are returned unpaid by your nominated institution and to arrange with you an alternate payment method.
- d) You also authorise Swoop Mobile to process your direct debit again if for whatever reason your due date direct debit has failed or your account is still overdue.
- e) If a company you represent is utilising a corporate

account, you agree that you are an authorised representative of the company and are able to enter into this Direct Debit Request on behalf of the company.

## 3. Changes by us

We may vary any details of this agreement or a direct debit request at any time by giving you at least 14 days' notice.

## 4. Changes by you

- a) Subject to section 4b below, you may change or cancel the arrangement under a direct debit request by contacting us at least 2 business days before your payment due date by calling us on 1300 66 55 75 from any phone or by emailing [support@swoop.com.au](mailto:support@swoop.com.au).
- b) If you cancel your direct debit request through your financial institution without notifying us or providing us with an alternative means of payment, additional charges may apply. Please refer to Section 9 of Swoop Mobile's Standard Form of Agreement for further details of these charges.

## 5. Your obligations

- a) It is your responsibility to ensure that there are sufficient funds available in your account to allow a debit payment to be made.
- b) If there are insufficient funds in your account:
  - i. you may be charged a fee and/or interest by your financial institution; and
  - ii. you must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in your account by an agreed time so that we can process the debit payment.
- c) You are responsible for checking that all billing information provided to you is correct before the associated direct debit transaction occurs. You should also check your account statement(s) to verify that the amount(s) debited from your account are correct.

## 6. Dispute

- a) If you believe that there has been an error in debiting your account, you should notify us directly on 1300 66 55 75 or by emailing [support@swoop.com.au](mailto:support@swoop.com.au).
- b) Any queries you may have about an error made in debiting your account 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 can still lodge a direct debit claim through your financial institution.

## 7. Accounts

You should check:

- a) with your financial institution whether direct debiting is available from your account; and
- b) that your account details which you have provided to us are correct.

## 8. Confidentiality

- a) We will make reasonable efforts to keep any such information that we have about you confidential and secure to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction, or disclosure of that information.
- b) We will only disclose information that we have about you:
  - i. to the extent specifically required by law; or
  - ii. for the purposes of this Agreement (including disclosing information regarding any query or claim).
- c) Please see our Privacy Policy for further information regarding your personal information and how we use it. You can access our Privacy Policy via <https://swoop.com.au/legal/privacy-policy/>.

## 9. Notice

- a) If you wish to notify us about anything relating to this agreement, you can contact us by calling our customer service team on 1300 66 55 75 or by emailing us at [support@swoop.com.au](mailto:support@swoop.com.au).  
Please note, our standard operating times are:  
Monday-Friday 9am-7pm  
Saturday-Sunday 10am-5pm
- b) We will notify you by sending a bill advice to the address/e-mail address you have given us.
- c) Any notice will be deemed to have been received two business days after it is posted/sent.