

## AMP SMART Sign-up

Please complete this form for any future changes or additions to your SMART profile. The form is also required for any printed Haven hard copy magazines which are available at \$4.50 per copy.

### Direct debit request

Name of broker joining SMART

ACN/ABN (you)

### Your monthly smart bill will be sent to the following:

Billing name (as on tax invoice)

Billing email (no free web accounts i.e. hotmail/yahoo)

Payment commences on the 15th of the month following the sign up date and will be charged ongoing on the 15th of the month. Please refer to the Cost Schedule for the billing amount.

### Option A: Direct debit authority to debit

Request and authorise Australian Finance Group Limited (AFG) (Debit User Identification Number 223315) to arrange, through its own financial institution, a debit to your nominated account any amount AFG, has deemed payable by you. This debit charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Name of account

Financial institution name

Financial institution address

BSB number

Account number

**Acknowledgment:** By signing and/or providing us with a valid instruction in respect to your direct debit request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and AFG as set out in this request and in your direct debit request service agreement.

Signature (If signing for a company, sign and print full name and capacity for signing i.e. director)

Date

### Office use only

FLEX id

Customer number

Customer site

# Direct debit request service agreement

This is your Direct Debit Service Agreement with Australian Finance Group Limited (AFG) (Debit User Identification Number 223315). 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.

## DEFINITIONS

**'Account'** means the account held at your financial institution which we are authorised to arrange for funds to be debited.

**'Agreement'** means this Direct Debit Request Service Agreement between you and us.

**'Banking Day'** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**'Debit Day'** means the day that payment by you to us is due.

**'Debit Payment'** means a particular transaction where a debit is made.

**'Direct Debit'** request means the Direct Debit Request between us and you.

**'Us or We'** means Australian Finance Group Limited (AFG), (the Debit User) you have authorised by signing a Direct Debit Request.

**'You'** means the customer who signed the Direct Debit Request.

**'Your Financial Institution'** means the financial institution nominated by you where you hold the account that you have authorised us to arrange a debit on the DDR at which the account is maintained.

## 1. DEBITING YOUR ACCOUNT

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
- 1.3 If the debit day falls on a day that is not a 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. CHANGES BY US

- 2.1 We may vary any details of this agreement or a Direct Debit request at any time by giving you at least (14) days written notice.

## 3. CHANGES BY YOU

- 3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least (14) days written notification or by emailing [accountsreceivable@afgonline.com.au](mailto:accountsreceivable@afgonline.com.au)  
Or by faxing us on (08) 9420 7857 during business hours;  
Or arranging it through your own financial institution, which is required to act promptly on your instructions.

\*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Australian Finance Group Limited of your new account details.

## 4. YOUR OBLIGATIONS

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in your account 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; and
  - c) 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.

- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If AFG is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay AFG on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (08) 9420 7888 or [accountsreceivable@afgonline.com.au](mailto:accountsreceivable@afgonline.com.au) and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.
- 5.4 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 you and us. If we cannot resolve the matter you can still refer it to your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## 6. ACCOUNTS

- 6.1 You should check:
  - a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - b) your account details which you have provided to us are correct by checking them against a recent account statement;
  - c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request; and
  - d) your account regularly to ensure installments are being taken from your account.

## 7. CONFIDENTIALITY

- 7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and 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.
- 7.2 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).

## 8. NOTICE

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Australian Finance Group Limited (AFG) (Debit User Identification Number 223315) via email [accountsreceivable@afgonline.com.au](mailto:accountsreceivable@afgonline.com.au)
- 8.2 We will notify you by sending a notice via email to the email address you have given us the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

# SMART Program Terms and Conditions

1. The following terms and conditions apply if you elect to participate in AFG's SMART Program.
2. It is agreed that:
  - by executing this document you acknowledge and agree to comply with all of the SMART Program Terms and Conditions set out below; and
  - this SMART Program Terms and Conditions will also form part of your Accredited Mortgage Consultant AFG Services Access Agreement between you and AMP.
3. Reference in this schedule to:
  - AFG means Australian Finance Group Ltd.
  - AFG Privacy Consent is to the AFG Privacy Consent Form current at the time that the consent was obtained that has been signed by the client, where the client's consent has not been withdrawn.
  - AMP means AMP Services Limited.
  - SMART means the SMART Campaign, SMART Domain, SMART Program, and SMART Websites.
  - SMART Campaign means a marketing campaign or specified marketing activity arranged or conducted by AFG in which you have agreed to participate;
  - SMART Domain means the domain smartonline.com.au.
  - SMART Program means the SMART Websites and the marketing campaigns, activities and services offered by AFG.
  - SMART Websites means the branded websites provided to you as part of the SMART Program and accessible on the SMART Domain.
  - Software means software owned, hosted or developed by or for AFG which relates to the SMART Website
4. You must pay the applicable service fees set out in Part 7 Pricing of your Accredited Mortgage Consultant AFG Services Access Agreement relating to any SMART Campaign or SMART Website.
5. You must give AFG at least 30 days notice in writing in order to cancel your participation in the SMART Program.
6. You must provide AFG with the Australian Credit Licence Number under which you operate.
7. You must obtain and hold all consents required by law, a regulatory body, or any self regulatory body to which AFG, AMP or you belong, relevant to participation in every SMART Campaign or required in respect of the SMART Websites. You must immediately provide those consents upon request by AFG or AMP.
8. You must ensure that you do not allow a client to be included in a SMART Campaign unless it is lawful and you hold an AFG Privacy Consent for that client and must not indicate that client as 'market to' in FLEX unless this is the case. You must immediately provide a copy of those consents upon request by AFG or AMP.
9. You must immediately notify AFG if you become aware that a client has withdrawn their consent, or otherwise does not consent, to be contacted in relation to a SMART Campaign and must ensure that FLEX is updated accordingly.
10. You must ensure that your clients' contact details are correct before including them in a SMART Campaign. Where those details change, you must immediately update that information in FLEX and provide any other notification that has been requested by AFG.
11. AFG may request any consent or authorisation consistent with prudent practice or required by law, a regulatory body, or a self regulatory body, in relation to a SMART Campaign or SMART Website. AFG may obtain such consent either directly or indirectly (including from your clients).
12. AFG may record and action any request from (or on behalf of) your client not to receive marketing material or be contacted in relation to marketing campaigns. AFG is under no obligation to include any client in a SMART Campaign.
13. You must not become involved (except as authorised by AFG) in any dispute or complaint relating to any SMART Campaign or SMART Website. Where the dispute or complaint relates to you or your client, you must co-operate with AFG to the best of your ability in order to assist AFG or as AFG requests or directs. If you become aware of any dispute or complaint arising out of marketing activities undertaken by AFG, a SMART campaign or a SMART Website; you must immediately inform AFG and must provide whatever cooperation or assistance requested by AFG to resolve the matter.
14. You must not:
  - copy, reproduce, translate, adapt, vary or modify the Software or a SMART Website without the prior written consent of AFG;
  - use the Software or a SMART Website for any purpose that is unlawful, is likely to harm others or their property or in any manner that could damage, disable, overburden or impair the licence or the networks connected to any of AFG's servers;
  - attempt to gain unauthorised access to any computer systems or networks connected to any of the Software or a SMART Website or any server used by the Software or the SMART Domain;
  - attempt to obtain any materials or information through any means not intentionally made available through the Software or a SMART Website; use the Software or a SMART Website to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful names, material or information;
  - provide for inclusion or otherwise include material on a SMART Website unless that material complies with the requirements of the law; or
  - upload or incorporate any malicious software or code into the Software or a SMART Website.
15. You indemnify AFG and AMP for all or any loss, damage, cost or expense that AFG or AMP may sustain or incur as a result of your breach of these SMART Program Terms and Conditions.
16. You agree that the SMART Program forms part of the AFG Technology Platform and the AFG Technology Platform Website and Part 6 AFG Technology Platform Licence Conditions of your Accredited Mortgage Consultant AFG Services Access Agreement applies to the SMART Program and is incorporated into this document.
17. AFG and AMP obtains no right, title or interest in the data that you input using SMART (Your Data). AFG and AMP are not responsible for, and have no liability in respect of, the content, accuracy, reliability or completeness of Your Data. You are responsible to ensure that Your Data is complete, accurate, reliable and is not in anyway, false, misleading or deceptive.
18. You must clearly identify on the SMART Website staff members who are not authorised to provide financial advice, and must ensure that the description of their role does not imply that the individual is providing or is able to provide financial advice.
19. If you wish to include client testimonial on the SMART Website, you must seek written consent from the relevant clients, including how those clients wish to be described eg anonymous, first name only etc prior to imputing Your Data on the SMART Website.
20. You indemnify AFG and AMP against all loss or damage suffered by AFG and/or AMP arising from Your Data except to the extent that loss or liability was caused or contributed to by AFG's or AMP's fraud, negligence or wilful misconduct. AFG and AMP is not liable for the interception by any person of Your Data, or any loss or damage caused to your property or computer systems in connection with Your Data. AFG may retain a copy of Your Data following termination of SMART.
21. AFG has no obligation to provide updates or new releases of the Software or SMART Websites.
22. AFG and AMP make no warranties or representations of any kind, whether express or implied, in respect of the Software or the SMART Websites. AFG and AMP is not responsible for any damages that may be suffered associated with the use of the Software or the Smart Websites including, without limitation, loss of data, delays, non-deliveries and service interruptions. Connection speed represents the speed of an end-to-end connection. AFG or AMP does not make representations as to speed or availability of end-to-end connections.

# SMART Program Terms and Conditions

- 23. AFG and AMP expressly excludes liability for any non-accessibility time or other down time of the Software or the SMART Websites to the pro-rata monthly charge during the system unavailability. AFG and AMP specifically excludes any responsibilities for any damages arising as a consequence of such unavailability.
- 24. You acknowledge that the Software and the SMART Websites cannot be guaranteed error-free and that the existence of any errors shall not constitute a breach by AFG or AMP of these SMART Program Terms and Conditions. AFG and AMP are not liable for any indirect or consequential damages arising out of the supply of the Software or the SMART Websites.
- 25. Nothing in this schedule excludes, restricts or modifies any condition, warranty, right or liability protected by law to the extent that such exclusion restriction or modification would render this schedule or any part of this schedule void, illegal or unenforceable. Subject to that, any condition, warranty, right or liability which would otherwise be implied in this schedule or protected by law, is excluded.
- 26. The SMART Websites design, images (excluding your supplied logos and images) and look and feel remain the property of AFG. The Software and the Smart Websites are supplied to you on a non-exclusive basis. Nothing in this schedule limits AFG's right to provide the Software, SMART Websites, or SMART Campaigns to persons other than you.
- 27. AFG may withdraw access to the Software and the SMART Websites in its discretion, acting reasonably. AFG will notify you in writing 7 days before access is withdrawn, except in the case of a breach by you of the terms and conditions of this document in which case AFG may withdraw access immediately by giving you written notice. These SMART Program Terms and Conditions will immediately terminate upon AFG withdrawing your access to the Software and the SMART Website. You must not use or attempt to use, access or replicate the Software or the SMART Websites or the SMART Program after it has been withdrawn.

Member (authorised signatory)

Name

Date

Organisation

AFG (authorised signatory)

Name

Date

Please email this completed form to [smart@afgonline.com.au](mailto:smart@afgonline.com.au)

