

CREDIT CARD DIRECT DEBIT REQUEST SERVICE AGREEMENT

This agreement ("Credit Card Direct Debit Request Service Agreement") outlines the terms and conditions of the Direct Debit Arrangements between you and us.

Credit Card Service Fee

Credit card transactions authorised under this Direct Debit Service Arrangement will attract a service fee, which will be charged on your next month's statement/invoice. The current surcharge rates are:

- Visa – 0.53%
- MasterCard – 0.73%
- Amex – 2.1%

Authorisation

You authorise and request us, until further notice in writing, to debit from the nominated Credit Card, any amount which we may debit or charge you through the system administered by the Westpac Banking Corporation upon completion of the Direct Debit Request.

Direct Debit Arrangements

- (a) We will, in accordance with the terms of the Direct Debit Request and any other Existing Agreement, periodically debit the Nominated Credit Card for the agreed amount(s).
- (b) The direct debits will occur daily, weekly, monthly or as agreed. The amount debited will vary according to the amount falling due. It will include any fees or charges agreed between us.
- (c) You will receive billing advices through the media you choose at the times you request. We will send you media summarising your transactions and charges for the billing period.
- (d) If any direct debit falls due on a non business day, it will be direct debited to the Nominated Credit Card:
 - (i) where the scheduled direct debit date and the next business day fall in different months, on the previous business day preceding the scheduled direct debit date; and
 - (ii) in all other cases, on the next business day following the scheduled direct debit date.

Note: If you are uncertain as to when a direct debit will be processed to the Nominated Credit Card, you should check with your financial institution.

Changes to the Direct Debit Arrangements

- (a) If you wish to make any Change to the Direct Debit Arrangements please call our enquiries number which is listed on the invoices and/or statements of account we issue to you.
- (b) For the purpose of this clause, a "Change" means any of the following:
 - (i) deferment of a direct debit;
 - (ii) alteration of the Direct Debit Arrangements;
 - (iii) stopping an individual direct debit;
 - (iv) suspension of the Direct Debit Request; or
 - (v) cancellation of the Direct Debit Request completely.

- (c) Your right to make a Change to the Direct Debit Arrangements is subject to the terms of any Existing Agreement between you and us.

Note: If you are our franchisee, reseller or customer, you may have entered into an Existing Agreement which requires you to pay us by direct debit. Accordingly, if you make a Change to the Direct Debit Arrangement (e.g. stop a debit or cancel your Direct Debit Request), you may be in breach of your Existing Agreement with us, and we may pursue any remedy we have against you under the Existing Agreement. Accordingly, we urge you to check the terms of all Existing Agreements before requesting any Change to the Direct Debit Arrangements.

Your Obligations

- (a) You must ensure that:
 - (i) before completing the Direct Debit Request, you check the details of your Nominated Credit Card are correct (and if you are still uncertain, that you check those details with your financial institution);
 - (ii) the Nominated Credit Card can accept direct debits (your financial institution can confirm this); and
 - (iii) the Nominated Credit Card has sufficient available credit on the direct debit date to allow payment to be made in accordance with the Direct Debit Request and any other Existing Agreement between you and us.
- (b) You must advise us immediately if the Nominated Credit Card is cancelled, suspended, expired, or due to expire.
- (c) If any direct debit is declined by your Nominated Credit Card Issuer, we may, at our discretion, reprocess the transaction following receipt of the notification of decline, or request an alternative form of payment (e.g. financial institution cheque) from you. You must reimburse us for any transaction fees or other charges payable or paid by us in respect of the above. In addition, we may pursue any remedy we have against you under any Existing Agreement between you and us.

Enquiries and claims

- (a) If you have any queries regarding the Direct Debit Arrangements, please direct them to us in the first instance by calling the enquiries number listed on the invoices and/or statements of account we issue to you.
- (b) Any queries must be made at least three working days prior to the next scheduled direct debit date.
- (c) If you believe that a direct debit has been initiated incorrectly, please direct your claim to us in the first instance by calling the enquiries number listed on the invoices and/or statements of account we issue to you. In order to facilitate resolution of claims you must do this within 30 days of receiving your invoice or statement.
- (d) Our customer service representatives will discuss the merit of your claim and adjustments to your account will be made as we agree may be appropriate.

- (e) We may require you to state your claim in writing and provide supporting documents in order for us to properly assess your claim.
- (f) You may contact your Nominated Credit Card issuer to make a claim.

Privacy

We will keep all your personal customer information confidential in accordance with the requirements of the Privacy Act 1988 and our privacy policy, except as follows:

- (a) Caltex does not store or have access to your Nominated Credit Card details. The details are provided by you directly to our financial institution as part of this Direct Debit Request to facilitate the direct debiting of your Nominated Credit Card; and
- (b) we may provide your personal information to third parties who provide financial, legal or administrative services to us, with such disclosure always on a confidential basis; and
- (c) our financial institution may require us to provide your personal information in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

Variations of Terms

We will give you at least 14 days' notice by telephone in writing (including e-mail) of any change to the terms of the Direct Debit Arrangements.

General

To the extent that there is any inconsistency between this agreement and the terms and conditions of any Existing Agreement between you and us, the latter will prevail.

This agreement is governed by the laws of NSW. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that State.

Definition

In this document, the following definitions apply unless otherwise specified:

- (a) "Direct Debit Arrangements" means the arrangements as specified in this agreement.
- (b) "Existing Agreement" means any other agreement entered into between you and us from time to time, including but not limited to agreements for the provision of credit, goods or services.
- (c) "Nominated Credit Card" means the credit card identified in the Direct Debit Request as the credit card to be debited.
- (d) "We" or "us" means Caltex Australia Petroleum Pty. Ltd. A.B.N. 17 000 032 128, Caltex Petroleum Services Pty. Ltd. A.B.N. 85 005 632 860 or their subsidiaries, related or associated companies.
- (e) "You" means the cardholder detailed on the Direct Debit Request and includes the Applicant for our account Credit Facility and/or Card Facility.
- (f) "Direct Debit Request" means the online credit card registration process completed by you.

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