

AGENT TO COMPLETE

Card number

9 0 3 6 0 0 3 7 [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Tenant reference number (optional)

[ ]

Client number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Business name (office)

[ ]

- Online registration
- Manual registration

TENANT DETAILS (cardholder)

Title

[ ]

Surname

[ ]

Given names

[ ]

Property address

[ ]  
[ ]

Property telephone number

[ ]

Date of birth (for security reasons)

[ ] / [ ] / [ ]

Mobile number

[ ]

I hereby register with Cosmos E-C Commerce Pty Ltd (Cosmos) to obtain the Cosmos Payment Services.

Email address

[ ]

Tenant (cardholder) signature

[ ]  
Date / /

PAYMENT SCHEDULE

Select one option only

- Option A: by initiating the payment myself
- Option B: automatically (provide details)

For Option A or B you MUST provide account details below

If nominating automatic payments complete below

- Monthly
  - Fortnightly
  - Weekly
  - 4 weekly
- Payment amount: \$ [ ]
- Commencement date: [ ] / [ ] / [ ]

NOTE: Allow 5 working days before commencement date

ACCOUNT DETAILS

Account holder name (please print)

[ ]

BSB number

[ ] [ ] [ ] [ ] [ ] [ ]

Account number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Financial institution (bank/building society/credit union)

[ ]

Suburb

[ ]

State

[ ]

For assistance completing your form call MAXCard on 1300 133 412. Return your form to your real estate agent.

AGENTS: Fax form to 1300 662 003

If nominating a BUSINESS ACCOUNT complete below

Business name

[ ]

ABN

[ ]

Name of authorised signatory (please print)

[ ]

I authorise Debit Users 147014 and 146365 to debit and credit the nominated account in accordance with the Tenant Registration form (TR) which includes the Conditions of Use. By signing below, I confirm that the above information is true and correct, that I have read and understand the TR, and agree to be bound by the TR.

Account holder/authorised signatory

[ ]  
Date / /

By completing this Tenant Registration ("TR"), you acknowledge that by using Cosmos pay-by-phone, pay-by-Internet, pay-by-SMS or automatic direct debit ("Cosmos Payment Services") you are bound by the TR which includes the Conditions of Use set out below and as amended or varied from time to time and notified to you in accordance with the TRF. Note: pay-by-SMS may not be available at the time of registration.

## 1 Contractual relationships

- 1.1 By signing this Tenant Registration ("TR") you acknowledge that you have read, accept, understand and agree to be bound by the conditions outlined in the TR, which includes the Conditions of Use, and agree to enter into a binding contract with Cosmos E-C Commerce Pty Ltd ("Cosmos", "we", "us", "our") to use the Cosmos Payment Services ("Services") in accordance with the TR.
- 1.2 This TR does not form part of any other agreement or contract under which you may be contractually bound including, but not limited to, any contract or residential tenancy lease.
- 1.3 We provide the Services to you as an optional payment service that is not intended to restrict you from using other methods of payment to pay rent monies.
- 1.4 Provision of the Services is contingent upon your real estate agent being registered to use the Services.

## 2 Your account

- 2.1 You authorise us to debit your said bank, building society or credit union account from time to time in accordance with the Tenant Registration (TR).
- 2.2 It is your responsibility to ensure that your financial institution allows payments to be processed from your said bank, building society or credit union account via Direct Debit Request ("DDR"). If your financial institution does not process DDs from your said account, you must advise us immediately. You may incur fees as a result of nominating an account that does not permit DDs. Refer to Clause 4.
- 2.3 All rent monies we collect on your behalf are processed through our holding account and deposited into your real estate agent's trust account.

## 3 Payment Request

- 3.1 Payments made:
  - a Before 3.00pm EST/EDT on a business-banking day will be sent to your financial institution for processing at 3.00pm EST/EDT on the same day.
  - b After 3.00pm EST/EDT on a business-banking day or on a non-business banking day will be sent to your financial institution for processing at 3.00pm EST/EDT the next business-banking day.
- 3.2 Funds can take up to three (3) business-banking days to clear from your said account from the time the payment request is received by your financial institution. It is your responsibility to ensure you have sufficient clear funds in your account.

## 4 Fees and charges

- 4.1 You agree to pay us a non-refundable Service Fee of \$3.20 per month to be debited as a quarterly advance payment. On the day we process your Tenant Registration (TR), we will debit/charge the first quarterly installment of \$9.60.
- 4.2 We may also charge you the following fees which will be debited/charged the next time we process a payment on your behalf:
  - a An Access Fee of \$2.75 payable whenever you request us to access and change your details held by us.
  - b A Void Payment Fee of \$5.50 payable whenever you request us to void a payment you have directed us to process. To void a payment, please contact us on 1300 133 412 before 2.00pm EST/EDT on the day you directed us to process a payment.
  - c A Reversal Fee of \$5.50 payable whenever you request us to reverse a payment made to your real estate agent. This reversal request must be provided on a Reverse Payment form and authorised by your real estate agent. For example, this fee may be payable if you accidentally make the same payment twice.
  - d A Statement Fee of \$3.30 payable whenever you ask us to produce a statement manually. You may obtain your payment history at any time, free of charge, from the website stated in Clause 13.
  - e A Declined Transaction Fee of \$22.00 payable on payments that cannot be processed for any reason other than incorrect account details. This fee will be debited 14 days from the date of the declined transaction. Should this transaction also decline we may continue to debit your account for the fee until it is paid, even if you cancel the Services. It is your responsibility to make the unprocessed rental payment direct to your real estate agent.

## 5 Stopping or changing your payment

To cancel the Services or to change your payment details contact us on the details in Clause 13. If you are instructed to complete a form to request the change, it must be submitted five (5) business days before you want the change to be activated. You may also instruct your financial institution to cancel or suspend your Cosmos DDR. Please note that cancelling the Services is your responsibility not that of your real estate agent even when you vacate your rental property and no longer need the Services. Failure to cancel the Services will result in ongoing fees and charges being incurred.

## 6 Payment dispute resolution

- 6.1 To dispute any transaction processed on your behalf, contact us on the details in Clause 13.

- 6.2 In the event that any payment dispute remains unresolved, you may contact your financial institution and lodge the relevant customer claim form. Your financial institution may investigate whether or not the payment in dispute was authorised by you. Accordingly, you hereby authorise us to provide your financial institution with any information it may require to determine your claim.
- 6.3 If the disputed payment occurred within 12 months of the date of your claim, upon request from your financial institution, we will endeavour to provide your financial institution with the relevant information it requests within seven (7) days of the date you lodged your claim with your financial institution.
- 6.4 If the disputed payment occurred outside 12 months from the date of your claim, upon request from your financial institution, we will endeavour to provide your financial institution with the relevant information it requests within 30 days of the date you lodged your claim with your financial institution.
- 6.5 Alternatively you may dispute a transaction by contacting your financial institution.

## 7 Privacy

- 7.1 We recognise that your privacy is very important to you. The information you provide is used by us for the purpose of providing you with the Services. In limited circumstances your information may be disclosed to your real estate agent and/or your landlord, but only when necessary to administer your account.
- 7.2 In all cases, we will only handle your personal information in accordance with our privacy policy that you can view on our website at: [www.cosmos.com.au](http://www.cosmos.com.au). You may request access to your information and request that it be corrected by contacting the Privacy Officer on the details in Clause 13.

## 8 Lost or Stolen card

- 8.1 In the event that your Services card is lost or stolen, you must contact us immediately on the telephone number in Clause 13 and we will de-activate your Services card.
- 8.2 Notwithstanding Clause 8.1 above, we are in no way liable to indemnify or otherwise compensate you for any loss or damage you may incur for any payment processed with your Services card whether or not you authorised such payments.

## 9 PIN protection

The PIN allocated to you by us on your behalf or, by yourself, must remain private and confidential. In the event that you fail to keep your PIN private and confidential, we are in no way liable to indemnify or otherwise compensate you for any loss or damage you may incur for any payment processed with your Services card whether or not you authorised such payment.

## 10 Variations and Amendments

- 10.1 We may amend the TR unilaterally from time to time without prior notice to you.
- 10.2 We will notify you of variations and amendments to the TR and any changes to fees and charges by publishing the latest TR on the website stated in Clause 13.
- 10.3 We reserve the right to increase fees and charges with due notice to you via the website stated in Clause 13.
- 10.4 If you do not accept the amended or varied TR, you must contact us immediately before you use the Services. By using the Services, you are deemed to have accepted any amendment or variation to the TR.

## 11 Acknowledgments

By signing the TR, you acknowledge:

- a That you have read and fully understand the TR which includes the Conditions of Use and that you are contractually bound by the TR.
- b That you understand the fees and charges that apply to using the Services.
- c That you have entered into this contract with us of your own free will and have in no way been required to enter into this contract by any landlord, real estate agent or any other person with whom you may be contractually bound, either under a residential tenancy lease or any other contract.
- d That by signing the TR you authorise us to make all debits disclosed in Clause 4 from your nominated account.

## 12 Severability

If any provision of this TR is unenforceable, illegal or void, then it is severed and the other provisions of this TR remain in force.

## 13 Contact us

Telephone: 1300 133 412  
 Facsimile: (02) 9211 0508  
 Address: RE/MAX MAXCard  
 C/- Cosmos E-C Commerce  
 PO Box K404  
 Haymarket NSW 1240  
 Email: [enquiries@maxcard.net.au](mailto:enquiries@maxcard.net.au)  
 Website: <https://www.e-cpay.com/RMX/index.html>