

TERMS AND CONDITIONS



Direct Debit Authority

I/we acknowledge and/or authorize:

- Ezypay to make periodic debits from my/our account on behalf of the Company (herein referred to as the Principal) stated on the front of this Direct Debit Request Form.
- If the Principal authorises as such, you will be required to pay Ezypay's load and commission fees.
- That Ezypay is acting as a direct debit agent for the Principal only and does not provide any goods or services to me/us and has no express or implied liability in regard to the goods and services provided by the Principal. As such, Ezypay also has no liability to provide any tax invoices for any fees charged.
- That the periodic debiting of my/our account will be in accordance with the payment arrangement outlined in Section B, with the Terms and Conditions outlined herein and any variations made to them from time to time, as well as the terms and conditions between Ezypay and the Principal.
- Ezypay to communicate with me/us by phone, email or mail to effectively manage my/our account.
- Ezypay to vary these Terms and Conditions from time to time and I acknowledge that it will be sufficient for Ezypay to notify me/us of such changes by posting them on Ezypay's website: www.ezypay.com.au.
- It is my/our responsibility to check Ezypay's website for variations to these Terms and Conditions and I/we will not require Ezypay to inform me of such changes by any other means of communication including but not limited to, written notice, phone or email.
- Any variations made to these Terms and Conditions will be effective 14 days after posting on Ezypay's website.
- Ezypay may terminate this Direct Debit Request and cease to provide its direct debit services to me/us at any time by written notice sent by mail or email, such notice to state the reason for the termination.

Variations to My/Our Direct Debit Arrangement

I/we acknowledge and/or authorize:

- The Principal to vary the amount, frequency and date of payments from time to time.
- Ezypay to vary the payments upon instructions from the Principal. I/we do not require Ezypay to notify me/us of such variation prior to varying the debit amount.
- All other variations to my/our debit arrangement will need to be directed to the Principal. Ezypay can only process variations to my/our direct debit arrangement upon the Principal's instructions and where those instructions are received, Ezypay will not require a signed agreement or new Direct Debit Request Form from me/us.
- Ezypay will make reasonable attempts to minimize any variance to debit amounts affected by exchange rate fluctuations or factors in connection with the provision of the direct debit service that are within Ezypay's control. However, Ezypay will not be responsible for any variance or shortfall to debit amounts affected by exchange rate fluctuations as a result of external factors beyond the control of Ezypay including but not limited to, the date on which a direct debit is processed by Ezypay's Sponsoring Financial Institution, the timing a debit is requested and processed or where there is a delay in the processing of a direct debit due to any one of the factors (a) to (c) specified below.
- That a delay may occur in the processing of a direct debit if:
 - (a) There is a public or bank holiday on the day or on the day after a payment is due to be made by direct entry;
 - (b) A payment is received either on a day, which is not a banking business day, or after the normal close of business on a business banking day; or
 - (c) Ezypay does not receive the Direct Debit Request Form so that it has sufficient time to process the Direct Debit Request Form prior to the first debit payment being due and payable.

My Responsibility

I/we acknowledge that:

- It is my/our responsibility to inform Ezypay or the Principal of any changes to my account or contact details (by phone, mail or email) to permit and facilitate the direct debit arrangement as per these agreed Terms and Conditions.
- It is my/our responsibility to have sufficient funds available in my/our account failing which I/we will incur a failed payment fee of up to \$16.50 for each unsuccessful debit, in addition to any fees charged by my/our Financial Institution, and any collection fees incurred by Ezypay including but not limited to any legal costs and/or the commission of a collection agent appointed by Ezypay for the purpose of recovering the unsuccessful debit payment. Additionally, Ezypay in conjunction with the principal will implement re-debit measures as necessary to recover any outstanding amount/s.
- For the avoidance of doubt, Ezypay will not be liable for any fees or charges described in the above paragraph.
- Ezypay requires a 7 days written notice should I/we wish to cancel this direct debit arrangement. On receiving such notice, Ezypay will have the authority to direct debit any payments due within the 7 days notice period and thereafter, cancel the direct debit arrangement as requested by me/us. The cancellation will be effective 7 days after the notice has been received.
- Any cancellations made directly with Ezypay do not affect or terminate any contracts, agreements or payment obligations I have with my Principal.
- I may be charged fees if my Principal authorises as such for account setup/maintenance.
- Any disputed debit item/amount should be directed to the Principal.

Servicing My Account

I/we acknowledge and/or authorize the following:

- (a) Ezypay to verify the details of my/our account with my/our Financial Institution.
- (b) My/our record and account details may be required by my Financial Institution in connection with a claim made on it relating to an alleged incorrect or wrongful debit.
- (c) My/our Financial Institution to release information allowing Ezypay to verify my/our bank account details.
- (d) Ezypay may inform me of products, services or special offers relating to the provision of its direct debit service and other related financial service products.
- (e) Ezypay is not liable for any faults in the direct debit of my/our account caused by, but not limited to, events such as fraudulent activity, security hacking, and environmental disasters. Due to the technology systems used by Ezypay to facilitate the direct debiting, Ezypay is not able to and does not give an express or implied warranty that any direct debit service it provides will be continuous or fault free.

I/we acknowledge that the Ezypay Pty Limited Privacy Policy can be found at www.ezypay.com.au.

EZYPAY PTY LTD - Locked Bag 4003, Chatswood NSW 2057

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