



EZYPAY TERMS AND CONDITIONS

Direct Debit Authority

I/we authorize:

- Ezypay to make periodic debits from my/our account on behalf of the organisation (herein referred to as the Principal) stated on the front of this Direct Debit Request Form.
- Ezypay, where instructed by the Principal, to include an amount for its fees in the periodic debits from my/our account.
- Ezypay to communicate with me/us by phone, email or mail to effectively manage my/our account and/or to notify me/us in the event of termination of the agreement between Ezypay and the Principal.
- 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.

I/we acknowledge 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 has no liability to provide any tax invoices for any fees charged.
- 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 shall not be under any obligation to provide a refund to me/us in any circumstances but will conduct itself in accordance with its Refund Policy.
- 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.
- if any of these Terms and Conditions or any part of them is illegal or invalid, then only those terms and conditions or that part of them will be void and the remainder will remain in full force and effect.
- these Terms and Conditions constitute an agreement between me/us and Ezypay separate from the agreement between me/us and the Principal and the agreement between the Principal and Ezypay.
- Ezypay may at its discretion allow me/us access to a dedicated consumer portal on its website and Ezypay might advertise related and unrelated products on the portal.
- 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.

Variations to My/Our Direct Debit Arrangement

I/we authorize:

- the Principal to vary the amount, frequency and date of payments from time to time and in accordance with my/our agreement with the Principal and provided that the Principal makes reasonable attempts to provide prior notice to me/us.
- Ezypay to vary the payments upon instructions from the Principal provided that Ezypay is not on notice that the Principal has not made reasonable attempts to provide prior notice to me/us or that the variation is otherwise not in accordance with my/our agreement with the Principal.

I/we acknowledge that:

- in the circumstances set out in the above paragraph 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 (g) specified below.
- 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;
 - (c) Ezypay does not receive the Direct Debit Request Form so that it has sufficient time to process the request prior to the first debit payment being due and payable;
 - (d) Ezypay does not receive a request for variation so that it has sufficient time to process the request prior to the next debit payment being due and payable;
 - (e) information supplied on a Direct Debit Request Form or any requested variation is incomplete, incorrect, illegible or for any other reason does not allow Ezypay to process the information promptly;
 - (f) I/we do not meet my/our responsibility to have sufficient funds available in my/our account; and/or
 - (g) failure or difficulties occur with technology.

My/Our 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 a suitable account for direct debits and to have sufficient funds available in my/our account failing which, in the absence of a genuine dispute between me/us and the Principal or between me/us and Ezypay, I/we will incur a failed payment fee of the amount published on the Ezypay website from time to time 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 amounts.
- for the avoidance of doubt, Ezypay will not be liable for any fees or charges described in the above paragraph.
- Ezypay is not in a position to provide any information or explanation regarding unsuccessful debits and it is my/our responsibility to direct any such enquiries to my/our Financial Institution.
- Ezypay requires 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/we have with the Principal.
- I/we may be charged fees if the Principal authorises as such for account setup/maintenance.
- Any disputed debit item/amount should be directed to the Principal.

Servicing My/Our Account

I/we authorize:

- Ezypay to verify the details of my/our account with my/our Financial Institution.
- my/our Financial Institution to release information allowing Ezypay to verify my/our bank account details.
- Ezypay to release such personal information about me/us as is necessary to instruct a debt collection agency to recover any outstanding payments from me/us.

I/we acknowledge that:

- 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.
- 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.
- Ezypay may inform me of products, services or special offers for third party products whether related to Ezypay's service or not.
- 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 and Refund Policy can be found at www.ezypay.com.au.

EZYPAY PTY LTD – Locked Bag 4003, Chatswood NSW 2057
Phone: 1300 300 553
Fax: (02) 9410 1000
Email: customerservice@ezypay.com.au