

TERMS AND CONDITIONS

Direct Debit Authority

I/we acknowledge and/or authorise:

- Ezy pay 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.
- That Ezy pay 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.
- 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 Ezy pay and the Principal.
- Ezy pay to communicate with me/us by phone, email or mail to effectively manage my/our account.
- Ezy pay to vary these Terms and Conditions from time to time and I acknowledge that it will be sufficient for Ezy pay to notify me/us of such changes by posting them on Ezy pay's website: www.ezypay.com.au.
- It is my/our responsibility to check Ezy pay's website for variations to these Terms and Conditions and I/we will not require Ezy pay 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 Ezy pay's website.
- Ezy pay 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 authorise:

- The Principal to vary the amount, frequency and date of payments from time to time.
- Ezy pay to vary the payments upon instructions from the Principal. I/we do not require Ezy pay 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. Ezy pay can only process variations to my/our direct debit arrangement upon the Principal's instructions and where those instructions are received, Ezy pay will not require a signed agreement or new Direct Debit Request Form from me/us.
- Ezy pay will make reasonable attempts to minimise 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 Ezy pay's control. However, Ezy pay 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 Ezy pay including but not limited to, the date on which a direct debit is processed by Ezy pay'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) Ezy pay 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 Ezy pay 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 for each unsuccessful debit, in addition to any fees charged by my/our Financial Institution, and any collection fees incurred by Ezy pay including but not limited to any legal costs and/or the commission of a collection agent appointed by Ezy pay for the purpose of recovering the unsuccessful debit payment.
- For the avoidance of doubt, Ezy pay will not be liable for any fees or charges described in the above paragraph.
- 7 days written notice to Ezy pay is required should I/we wish to cancel this direct debit arrangement. On receiving such notice, Ezy pay 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 date of the written notice.
- Any cancellations made directly with Ezy pay do not affect or terminate any contracts, agreements or payment obligations I have with my Principal.
- Any disputed debit item/amount should be directed to the Principal.

Servicing My Account

I/we acknowledge and/or authorise the following:

- (a) Ezy pay 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 Ezy pay to verify my/our bank account details.
- (d) Ezy pay 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) Ezy pay 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 Ezy pay to facilitate the direct debiting, Ezy pay 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 Ezy pay Pty Limited Privacy Policy can be found at www.ezypay.com.au.