

Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with iiNet Limited (ABN 48 068 628 937) (APCA user identification number 122794) (**Debit User**). It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with your Direct Debit Request authorisation.

1 Debiting your account

- 1.1 By providing us with your Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. The Direct Debit Request and this agreement set out the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited, please contact us on 13 22 58. Alternatively, you may ask your financial institution.
- 1.4 We will continue to rely on your authority to directly debit the amount of each invoice from your nominated account until you advise us of any changes to the arrangements. We reserve the right to cancel the Direct Debit Request if one or more drawings are returned unpaid by your financial institution and to arrange with you an alternate payment method.
- 1.5 If our customer is a company utilising a corporate account, you warrant and represent that you are an authorised representative of that company and may enter into this Direct Debit Request on behalf of that company.

2 Amendments by us

- 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least thirty (30) days' written notice.

3 How to cancel or change direct debits

- 3.1 You can change or cancel the arrangements under the Direct Debit Request at any time by giving us at least three (3) banking days' notice before your next payment due date.

To do so, contact us by calling 13 22 58 or if you are updating your direct debit details, you can make these changes in Toolbox. Alternatively, you may also contact your own financial institution, which must act on your instructions.

4 Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
- (a) you may be charged a fee and/or interest by your financial institution;
 - (b) we may charge you reasonable costs incurred by us on account of there being insufficient funds; and
 - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

5 Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us by contacting 13 22 58. Alternatively, you may contact your financial institution for assistance.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging within a reasonable period for your financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6 Accounts

- 6.1 You should check:
- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
 - (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
 - (c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7 Confidentiality

- 7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have

about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8 Contacting each other

8.1 If you wish to notify us about anything relating to this agreement, you should contact 13 22 58.

8.2 We will notify you by sending a notice to the address, email address or mobile number you have given us.

8.3 Any notice will be deemed to have been received on the second banking day after it is sent or posted.

Definitions

- *account* means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- *agreement* means this Direct Debit Request Service Agreement between you and us.
- *banking day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- *debit day* means the day that payment by you to us is due.
- *debit payment* means a particular transaction where a debit is made.
- *Direct Debit Request* means the written, verbal or online request between us and you to debit funds from your account.
- *us, we and our* means iiNet Limited (ABN 48 068 628 937), (the **Debit User**) you have authorised by requesting a Direct Debit Request.
- *you* means the customer who has signed or authorised by other means the Direct Debit Request.
- *your financial institution* means the financial institution at which you hold the account you have authorised us to debit.