

Customer Direct Debit Authority

My authority to Ezy pay to direct debit my account

1. I authorise Ezy pay to:

- make periodic direct debits of my account for the Principal's fees;
- make periodic direct debits of my account for Ezy pay's fees and charges including:
 - Ezy pay's fee for the direct debit service;
 - Ezy pay's fee for securely maintaining my data;
 - Ezy pay's fee for establishing my account; and
 - Ezy pay's fee in the event that I fail to meet a periodic direct debit;
- make the periodic direct debits in accordance with:
 - the payment arrangement for the Principal's fees outlined in Section B;
 - Ezy pay fees and charges as published on the Ezy pay website;
 - these Terms and Conditions; and
 - any agreement between Ezy pay and the Principal.

2. I will:

- refer any disputed debit item or amount to the Principal.

My acknowledgment of who the parties are and what they do:

3. The Principal is:

- the organisation referred to as Principal on the front of this Direct Debit Request Form; and
- the provider of goods or services to me.

4. Ezy pay is:

- the direct debit agent of the Principal;
- the organisation which debits my account and keeps my data secure; but
- **not otherwise a provider of goods or services to me.**

5. Ezy pay will not:

- have any express or implied liability in relation to goods or services provided by Principal; or
- have any obligation to provide a tax invoice to me for its fees and charges.

6. There are separate Agreements between:

- Ezy pay and me (recorded in this document);
- the Principal and me; and
- the Principal and Ezy pay.

My acknowledgment of when Ezy pay may terminate this Direct Debit Authority

7. Ezy pay may:

- terminate this Direct Debit Authority and cease to provide the direct debit service at any time by written notice sent by mail or email.

My acknowledgment of when I may terminate this Direct Debit Authority and what may happen.

8. I may:

- terminate this Direct Debit Authority by providing seven (7) days written notice to Ezy pay.

9. If I give notice to terminate this Direct Debit Authority, Ezy pay may:

- make any periodic direct debits due within the seven (7) days notice period.

10. If a Direct Debit Authority is terminated by either party,

- any contracts, agreements or payment obligations I have with the Principal will not be affected.

My authority for the amount of the periodic direct debits of the Principal's fees to be varied

11. I authorise the Principal to:

- vary the amount, frequency and date of the periodic direct debits of its fees from time to time; and
- vary the periodic direct debits of its fees in accordance with my agreement with the Principal;

Provided that:

- the Principal makes reasonable attempts to provide prior notice to me.

12. I authorise Ezy pay to:

- vary the amount, frequency and date of the periodic direct debits of the Principal's fees from time to time if instructed by the Principal;

Provided that:

- Ezy pay is not on notice that the Principal has not made reasonable attempts to provide prior notice to me; and
- Ezy pay is not on notice that the variation is not otherwise in accordance with my agreement with the Principal.

My authority for the amount of the periodic direct debits of Ezy pay's fees and charges to be varied

13. I authorise Ezy pay to:

- increase the rates of its fees and charges without prior notice on the 30th June of each year by CPI or 5%, whichever is greatest.

14. Ezy pay will not:

- increase the rates of its fees and charges by more than CPI or 5% or at times other than 30 June,

Unless:

- Ezy pay makes reasonable attempts to provide prior notice to me in time for me to terminate this Direct Debit Authority.

My acknowledgement of what may happen if the amount of the periodic direct debit is varied

15. If Ezy pay, in compliance with these Terms and Conditions, varies the amount of the periodic direct debit,

- Ezy pay will do so without requiring a signed agreement; and
- Ezy pay will do so without requiring a new Direct Debit Request Form.

My acknowledgment of when these Terms and Conditions may be varied

16. Ezy pay may:

- vary these Terms and Conditions by posting a new version on its website.

17. Ezy pay will not:

- notify the amended Terms and Conditions other than on its website; or
- use this method to vary the amount of the periodic direct debits.

18. I will:

- check Ezy pay's website from time to time for variations to these Terms and Conditions.

19. Any amended Terms and Conditions will apply to Ezy pay and I if:

- Ezy pay posts the amended version on its website;
- 14 days after posting, I have not objected; and
- 14 days after posting, I have not terminated the Direct Debit Authority.

My acknowledgment of my responsibility in relation to periodic direct debits

20. I must:

- inform Ezy pay or the Principal of any changes to my account;
- inform Ezy pay or the Principal of any changes to my contact details;
- do all things reasonably necessary to facilitate the periodic direct debiting of my account in accordance with these Terms and Conditions;
- have a suitable account available for the periodic direct debits; and
- have sufficient funds available in my account for the periodic direct debits.

My acknowledgment of what may happen if I have insufficient funds

21. If I do not have sufficient funds in my account for the periodic direct debits and I do not have a genuine dispute with the Principal or Ezy pay,

Ezy pay may:

- charge me a failed payment fee for each unsuccessful debit;
- charge me the failed payment fee at the rate published on the Ezy pay website from time to time;
- charge me the failed payment fee even though I have also been charged a fee by my financial institution;
- charge me collection fees;
- charge me legal fees; and
- in conjunction with the Principal, implement re-debit measures to recover any outstanding amounts.

22. **Ezy pay will not:**

- be liable for any fees or charges which arise because I had insufficient funds in my account; or
- provide any information or explanation regarding unsuccessful debits of my account.

23. **I must:**

- direct any enquiries about unsuccessful debits of my account to my financial institution.

My acknowledgment of what may happen if I claim a refund

24. If I claim a refund,

- Ezy pay will not be under any obligation to pay it;
- however, Ezy pay will conduct itself in accordance with its Refund Policy.

Variations to debit amounts due to external factors

My acknowledgment of when a delay might occur

25. **A delay may occur in the processing of a periodic direct debit if:**

- there is a public or bank holiday on the day or the day after a payment is due to be made by direct entry;
- a payment is received either on a day which is not a banking business day or after the normal close of business on a banking business day;
- Ezy pay does not receive the Direct Debit Request Form in time to process the request prior to the first due periodic direct debit;
- Ezy pay does not receive a request for variation in time to process the request prior to the next due periodic direct debit;
- information supplied on a Direct Debit Request Form or any requested variation is incomplete, incorrect, illegible or, for any other reason, does not allow Ezy pay to process the information promptly;
- I do not meet my responsibility to have sufficient funds available in my account; or
- there are failures or difficulties with technology.

My acknowledgment of what Ezy pay will and will not do in relation to variations with periodic direct debits

26. **Ezy pay will:**

- make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by exchange rate fluctuations; and
- make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by factors within its control.

27. **Ezy pay will not be responsible or liable for any variance to or shortfall to debit amounts of periodic direct debits caused by:**

- exchange rate fluctuations;
- delay as referred to above;
- external factors beyond the control of Ezy pay;
- the date on which a periodic direct debit is processed by Ezy pay's Sponsoring Financial Institution; or
- the timing of when a periodic direct debit is requested and processed.

The small print...

EZYPAY®

28. Ezypay will not be liable for any faults in the direct debiting of my account caused by:

- fraudulent activity;
- security hacking;
- environmental disasters;
- failure of technology systems used by Ezypay;
- any fault in the technology systems used by Ezypay for direct debiting; or
- any delay or interruption caused by the technology systems used by Ezypay to facilitate direct debiting.

My authority for Ezypay to communicate with me:

29. I authorise Ezypay to communicate with me to:

- validate and confirm my identify;
- validate and confirm my bank account details;
- validate and confirm my authority for periodic direct debits;
- assist the Principal to service and promote its products; and
- promote third party products.

Ezypay may:

- provide specific customer access on its website;
- communicate with me by all other available means;
- advertise related and unrelated products on its website;
- inform me of products, services or special offers relating to the provision of its direct debit service and other related financial service products;
- inform me of products, services or special offers for third party products whether related to Ezypay services or not; and
- notify me in the event of termination of the agreement between Ezypay and the Principal.

My authority to Ezypay to service my account:

30. I authorise Ezypay to:

- verify the details of my account with my financial institution;
- release personal information about me to assist a debt collection agency to recover any outstanding payment from me; and
- release such information as is reasonably required by my financial institution in relation to an incorrect or wrongful debit.

31. I authorise my financial institution to:

- release such information to Ezypay as is necessary to allow Ezypay to verify my bank account details.

I acknowledge that:

- 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.

32. I acknowledge that

Ezypay may:

- charge a data handling fee of up to \$3.00 inclusive of GST payable quarterly.
- charge the data handling fee, payable for the quarter prior, in October, January, April, and July each year.

I 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



Direct Debit Request Form - new customers only
Please use BLACK (Preferable) / BLUE BALL POINT PEN. * Compulsory field

Principal Name:

Section A - CUSTOMER INFORMATION

Your Reference ID for this Customer:

Company Name:

* First Name:

* Surname:

* Date of Birth: . . Password:

* Address Line 1:

Address Line 2:

* Suburb: * State: * P/C:

* Phone (M): Phone:

* Email:

Section B - PAYMENT INSTRUCTION

IMPORTANT

Fees and charges may apply. Please allow 5 working days for processing after the form is received by Ezypay

1) First debit or once off debit \$. To be debited on: . .

2) Regular amount \$. To be debited every: Month(s) or Week(s) Starting on: . .

3) Optional

Ending on: . . *Debits will continue if no end date is specified* OR End after this total amount is collected: \$. *Debits will continue if no total amount figure is specified*

Note : This total amount collected option needs to be pre-organised with EZYPAY

Section C - PAYMENT METHOD (please select Bank Account or Credit Card)

Name of Institution e.g. ("Commonwealth Bank"):

Suburb where branch is located:

Name of Account Holder(s):

BSB Number: - Account Number:

I / we authorise Ezypay Limited APCA User ID Number 064323 to debit my / our accounts at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS)

OR

CREDIT CARD

Select your card type: VISA MASTERCARD AMEX DINERS

Card Number: Expiry Date: .

Name on Card:

Section D - AUTHORISATION

This authorisation is to remain in force in accordance with the Terms and Conditions on this page and on the reverse side which I/we have read and understood.

DO NOT MARK THIS BOX
EZYPAY REFERENCE NO

1. 2. . .

Signature of cardholder(s) or account holder(s)

60684



