

The following is your Direct Debit Service Agreement with Eftel Limited ABN 47 073 238 178. The agreement is designed to explain 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. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

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 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 Direct Debit Request between **us** and **you**.

us or **we** means Eftel Limited (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 nominated by **you** on the DDR at which the account is maintained.

1. Debiting your account

1.1 By signing a **Direct Debit Request** or by providing **us** with a valid instruction, **you** have authorised **us** to arrange for funds to be debited from **your account**. **You** should refer to the **Direct Debit Request** and this **agreement** for 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 **you** should ask **your financial institution**.

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 fourteen (14) days written notice.

3. Amendments by you

3.1 **You** may change, stop or defer a debit payment, or terminate this **agreement** by providing **us** with at least fourteen (14) days notification by writing to: Eftel, GPO Box 2765, Perth 6001

or

by telephoning **us** on 1300 550 550

or

arranging it through **your** own financial institution.

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) you may also incur fees or charges imposed or incurred by us; 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.

4.4 If Eftel Limited is liable to pay goods and services tax ("GST") on a supply made in connection with this **agreement**, then **you** agree to pay Eftel Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1 If **you** believe that there has been an error in debiting **your account**, **you** should notify **us** directly on 1300 550 550 and confirm that notice in writing with **us** as soon as possible so that **we** can resolve your query more quickly. Alternatively **you** can take it up with **your financial institution** directly.

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 for your financial institution to adjust **your account** (including interest and charges) 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

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. Notice

8.1 If **you** wish to notify **us** in writing about anything relating to this **agreement**, **you** should write to Eftel, GPO Box 2765, Perth WA 6001.

8.2 **We** will notify **you** by sending a notice in the ordinary post to the address **you** have given **us** in the **Direct Debit Request**.

8.3 Any notice will be deemed to have been received on the third **banking day** after posting.

Your name _____ Your signature _____ Today's date _____