

TERMS AND CONDITIONS OF THE DEBITSUCCESS CONTRACT

1.INTRODUCTION This document outlines the rights and responsibilities you have with regard to the ability of Debitsuccess Pty Ltd to directly debit your nominated bank account or credit card for any instalments or fees due by you under the terms and conditions of this Contract and DDR Service Agreement, the terms of which are stated below. Should you have queries regarding your Contract or this DDR form you should in the first instance contact Debitsuccess on 1-800 148 848. All queries regarding the provision of services by the Facility should be directed to the Facility.

2.PARTIES TO CONTRACT

The "Facility" means the organisation providing the service for which the Customer is paying. The "Customer" means the person or party signing this Contract. "Debitsuccess" is Debitsuccess Pty Limited, PO Box 577, Mt Waverley, Vic, 3149, Phone: 1800 148 848, E-mail: customerservice@Debitsuccess.com. All communication relating to this Contract is to be sent directly to Debitsuccess. The Customer acknowledges that Debitsuccess has been authorised by the Facility to collect the fees payable under the Customer's contract with the Facility on an instalments basis (each such payment an "Instalment"), and also acknowledges that all rights of the Facility to be paid the fees by way of the Instalments are able to be enforced by Debitsuccess as if it were the Facility without any involvement on the part of the Facility.

3.PAYMENTS

The Customer agrees to pay the Instalment amount at the agreed payment frequency until this Contract is terminated in accordance with clause 4 below. Should there be any arrears in payments the Customer authorises Debitsuccess to debit the outstanding balance in order to bring the account up to date.

4.TERMINATION OF CONTRACT

This Contract shall automatically terminate if all the fees payable by the Customer in relation to the services have been paid

Any Instalments/fees due at the date of termination will remain a debt owed to and recoverable by Debitsuccess. The Customer should contact Debitsuccess if they have not received written confirmation of the termination within 30 days. Termination of this Contract will also terminate the Direct Debit Request Authority.

5.BREACH OF CONTRACT

The Customer and Debitsuccess may each terminate this Contract for a material breach of any term or condition where the party in breach:

- (a) fails within 30 days after receipt of written notice outlining the relevant material breach, to remedy that breach (where it is capable of remedy); or
- (a) receives written notice outlining the relevant material breach (where it is not capable of remedy).

6.ADMINISTRATION FEE and CHARGES

A one-off fee of \$5 is payable to Debitsuccess by the Customer on signing of this Contract. A 2.73% ex GST commission fee on all monies collected by Debitsuccess is also payable by the Customer to Debitsuccess.

7.PRIVACY A Customer's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Debitsuccess to provide you with the services contemplated by this Contract. Debitsuccess' Privacy Statement is to be found on its website www.Debitsuccess.com.

8.LIABILITY To the extent permitted by law, Debitsuccess hereby excludes any liability of Debitsuccess to the Customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with this Contract and/or the services/products provided by Debitsuccess, and/or any act or omission of Debitsuccess.

9.CREDIT/DEBT REPORTING AGENCIES

Upon default by the Customer in regard to any payment obligation under this Contract and failure to remedy the default after Debitsuccess has taken all reasonable steps to attempt to collect the overdue payment, and where Debitsuccess believes that the Customer is unlikely to pay without further enforcement measures, the Customer authorises Debitsuccess to notify any debt collection/credit reporting agency of the default. Should this occur then at Debitsuccess' sole discretion it may terminate the Contract at which time the full outstanding balance (including any current arrears) shall be due in full. The Customer authorises Debitsuccess to add to the outstanding debt a fee of \$50 upon initial referral to the debt collection/credit reporting agency.

10.PROVISION OF SERVICE

Change of location or ownership or the name of the Facility does not absolve the Customer of responsibilities under the terms and conditions of this Contract.

11.CHANGE IN FEES

If the Customer's fees payable in relation to the services are changed pursuant to the agreement between the Facility and the Customer, the Instalments due under this Contract will be adjusted accordingly.

12.ENTIRE AGREEMENT

This Contract and the DDR Service Agreement constitute the entire agreement, understanding and arrangement (express and implied) between the Customer and Debitsuccess relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral. In the event of any inconsistency between the term(s) of this Contract and the DDR Service Agreement (the term(s) of this Contract will prevail only to the extent of such inconsistency. If any provision of this Contract is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this Contract.

TERMS AND CONDITIONS OF THE DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

1.INITIAL TERMS

Debitsuccess will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the Debitsuccess DDR Contract authorised and accepted by you.

2.CHANGE OF TERMS

In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 14 days notice of the changes including if applicable the new amount, new frequency and next debit date.

3.DEFERRING OR STOPPING A PAYMENT

Should you wish to defer a payment to another date you must contact Debitsuccess before the date of that payment to request the deferment. Deferments are entirely at the discretion of Debitsuccess and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become overdue

4.ALTERING THE SCHEDULE

Should you wish to alter the payment frequency or Day to Debit contact Debitsuccess and at our discretion in most instances we will be able to make the changes you require. There may be a fee charged for this service (details of any fees payable can be obtained by contacting Debitsuccess on 1-800 148 848). Any changes made will not affect the total amount you must pay under your Contract.

5.CANCELLING THE PAYMENTS

You can cancel this Direct Debit Request Authority by requesting this of Debitsuccess or your bank. Cancellation of the authority to debit your account will not terminate your Contract or remove your liability to make the payments you have agreed to.

6.DISPUTES

If you dispute any debit payment, you must notify Debitsuccess immediately. Debitsuccess will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we do not have a reasonable basis for making it.

7.NON WORKING DAY

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

8.DISHONoured PAYMENTS

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured Debitsuccess will debit you an additional \$10 with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. Debitsuccess may debit other fees or costs involved with debt collection in accordance with clause 9 of the Contract.

9.ENQUIRIES

All enquiries should be directed to Debitsuccess and should be made at least 1 working day prior to the next scheduled debit date.

10.YOUR OTHER RESPONSIBILITIES

In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide Debitsuccess with a new account number.