

## Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with FibreMax. It explains your obligations under the direct debit arrangement and our obligations to you as your service provider. This agreement forms part of the terms and conditions of your Direct Debit Request and should be read together with your Direct Debit Request Authority. We recommend that you keep a copy for your records.

## Definitions

**Account** means the bank account or credit card nominated by you for direct debit payments.

**Agreement** means this Direct Debit Request Service Agreement.

**Banking Day** means a day other than a Saturday, Sunday or public holiday observed nationally in Australia.

**Debit Day** means the day on which a payment is scheduled to be processed.

**Debit Payment** means an individual direct debit transaction.

**Direct Debit Request** means the authority you provide to allow Ezidebit to debit payments on behalf of FibreMax.

**We or Us** means FibreMax, the merchant using Ezidebit as its direct debit provider.

**You** means the customer who has authorised the Direct Debit Request.

**Your Financial Institution** means the bank or card provider linked to your nominated account.

## Debiting your account

By approving a Direct Debit Request, you authorise FibreMax to arrange for Ezidebit to debit payments from your nominated account. Payments are processed on the scheduled debit day as advised, which is typically the eighth day of each month unless otherwise notified.

If the debit day falls on a non-banking day, the payment may be processed on the next banking day. If you are unsure when a payment will be debited, you should contact your financial institution.

## Amendments by FibreMax

FibreMax may vary the details of this agreement or a Direct Debit Request Authority by providing at least fourteen days written notice.

## Amendments by you

You may change, suspend or cancel your direct debit arrangement by providing at least fourteen days' notice. This can be done by contacting FibreMax during business hours or by arranging changes directly with your financial institution.

## Your obligations

It is your responsibility to ensure sufficient funds are available in your nominated account on the debit day. If there are insufficient funds

- a. Your financial institution may charge you a fee or interest.
- b. You may incur a failed payment fee charged by Ezidebit.
- c. You must arrange payment by another method or ensure sufficient cleared funds are available so the payment can be reprocessed.

You should check your bank or card statements to ensure all debits are correct.

## Disputes

If you believe a payment has been incorrectly debited, please contact FibreMax as soon as possible so the matter can be investigated. You may also contact your financial institution.

If an error is confirmed, we will arrange for Ezidebit to adjust your account accordingly and notify you in writing. If no error is found, we will provide a written explanation and supporting information.

## Accounts

You should confirm with your financial institution that direct debits are available on your account. You should also ensure that the account or card details you provide are correct and up to date.

## Confirmation of Cardholder Details and Legal Acknowledgement

By providing your bank or debit card details you confirm that the card and account is in your name or you are an authorised user of the card and account nominated for payment. You agree that you have the legal right to use the nominated card to make payments under this agreement. If the card or account details you provide are not your own and you are not authorised to use them, you acknowledge that this may constitute fraud or other unlawful conduct and you may be held responsible for any loss or costs incurred by FibreMax or any financial institution as a result. You also agree to indemnify FibreMax for any claims, losses, penalties or expenses that arise from providing payment details that are not yours or for which you do not have proper authorisation.

## Confidentiality

Your personal and billing information is collected, used and stored in accordance with the Privacy Act 1988 and the Australian Privacy Principles. FibreMax will only disclose your information where required by law or for the purpose of managing your services and payments.



## Notice

If you wish to contact FibreMax regarding this agreement, please do so using the contact details provided on your invoice or via our official support channels.

