

# Direct Debit Service Agreement

*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 service agreement between you and us. *Business day* means a day other than a Saturday or a Sunday or an Australian public holiday. *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 Australian Communications Network Pty Limited, which you have authorised by signing a direct debit request. *You* means the customer who signed the direct debit request. *Your financial institution* is the financial institution where you hold the account that you have authorised us to debit.

**1. Debiting your account.** By signing a direct debit request, you have authorised us to arrange for funds to be debited from your nominated account or credit card. If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account or credit card on the previous business day. The first direct debit will be made fourteen (14) days from the date of your first invoice. Subsequent direct debit dates are each monthly anniversary of the first direct debit.

**2. Changes by us.** 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. Changes by you.** If you wish to stop or defer a debit payment, you must notify us in writing at least thirty (30) days before the next debit day. You may cancel our authority to debit your account or credit card at any time by giving us thirty (30) days notice in writing before the next debit day.

**4. Your obligations.** You must ensure that there are sufficient funds available in your account to allow a debit payment to be made or that the credit limit of your credit card facility is not exceeded. If there are insufficient funds in your account to meet a debit payment or the credit card cannot be debited:

- 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 funds to be in your account by an agreed time so that we can process the debit payment.

We will not accept any bank charges levied by your financial institution for rejected transactions related to your account or credit card. If a direct debit item is returned from your financial institution, due to insufficient funds, we will contact you for permission to re-submit this item. We reserve the right to cancel the Agreement with you if two or more payments are returned unpaid by your financial institution.

**5. Dispute.** Please check your account statement to verify that the amounts debited from your account are correct. If you believe there has been an error in debiting your account, you should notify us directly and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. If we conclude as a result of our investigations that your account has been incorrectly debited we will adjust your account accordingly.

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.

Any queries you may have about an error made in debiting your account should be directed to us in the first instance. If we cannot resolve the matter you can still refer it to your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## **6. You should check with your financial institution:**

- a) Whether direct debiting is available for your account as direct debiting is not available on all accounts offered by financial institutions;
- b) If additional fees and charges may be incurred by you as a result of this Agreement;
- c) That your account details which you have provided to us are correct. Your account details may be confirmed by checking them against recent account statements, a copy of a cheque or a personalised deposit slip.

**7. Confidentiality.** We will keep any information 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.

We will only disclose information that we have about you to the extent specifically required by law or for the purpose of this Agreement (including disclosing information in connection with any query or claim).

**8. Notice.** If you wish to notify us in writing about anything relating to this Agreement, you should write us at the following address:

ACN Pty Limited  
PO Box 667  
North Sydney NSW 2059

We will notify you by sending a notice by standard post to the address that you have given us. Any notice will be deemed to have been received two (2) business days after it is posted.