

# The small print...

EZYPAY<sup>®</sup>

## EZYPAY CUSTOMER TERMS AND CONDITIONS

### 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;
  - Ezy pay's fee in the event that I fail to meet a periodic direct debit; and
  - Ezy pay's fee in the event that I choose to use Ezy pay's pre-notification service.
- 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 acknowledge that:

##### Ezy pay 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.

#### 3. I will:

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

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

#### 4. 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.

#### 5. Ezy pay is:

- the direct debit agent of the Principal;

# The small print...

EZYPAY<sup>®</sup>

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

**6. Ezipay 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.

**7. There are separate Agreements between:**

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

**My acknowledgment of when Ezipay may terminate this Direct Debit Authority**

**8. Ezipay 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.**

**9. I may:**

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

**10. If I give notice to terminate this Direct Debit Authority,**

**Ezipay may:**

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

**11. 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**

**12. 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.

# The small print...

EZYPAY<sup>®</sup>

**13. 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**

**14. I authorise Ezy pay to:**

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

**15. 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**

**16. 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**

**17. Ezy pay may:**

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

**18. 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.

**19. I will:**

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

# The small print...

EZYPAY<sup>®</sup>

**20. Any amended Terms and Conditions will apply to Ezipay and I if:**

- Ezipay 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**

**21. I must:**

- inform Ezipay or the Principal of any changes to my account;
- inform Ezipay 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**

**22. 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 Ezipay,**

**Ezipay may:**

- charge me a failed payment fee for each unsuccessful debit;
- charge me the failed payment fee at the rate published on the Ezipay 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.

**23. Ezipay 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.

**24. I must:**

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

# The small print...



## **My acknowledgment of what may happen if I claim a refund**

### **25. 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**

### **26. 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**

### **27. 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.

### **28. 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

# The small print...

EZYPAY<sup>®</sup>

Institution; or

- the timing of when a periodic direct debit is requested and processed.

**29. 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,
- except where such faults arise from Ezypay's own negligent acts or omissions.

**My authority for Ezypay to communicate with me:**

**30. 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.

# The small print...

EZYPAY<sup>®</sup>

## My release and indemnity to Ezy pay

### 31. I release and indemnify Ezy pay in respect of:

- any payment made by me or any direct debit of my account made by Ezy pay pursuant to these Terms and Conditions;
- the matters set out and payments made in accordance with the Direct Debit Request Form and these Terms and Conditions;
- any claim I, or the Principal or any franchisor of the Principal or any third party may have in relation to the payments made by me pursuant to these Terms and Conditions and the Direct Debit Request Form; and
- any situation where, despite my account being debited by Ezy pay, the Principal fails to provide or suspends the provision of services to me,
- except where loss or damage arises due to Ezy pay's own negligent acts or omissions.

## My authority to Ezy pay to service my account:

### 32. I authorise Ezy pay 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.

### 33. I authorise my financial institution to:

- release such information to Ezy pay as is necessary to allow Ezy pay 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.

I acknowledge that the Ezy pay Pty Limited Privacy Policy and Refund Policy can be found at [www.ezypay.com.au](http://www.ezypay.com.au).

<b>EZYPAY PTY LTD</b>	Locked Bag 4003, Chatswood NSW 2057
<b>Phone:</b>	1300 300 553
<b>Fax:</b>	(02) 9410 1000
<b>Email:</b>	<a href="mailto:customerservice@ezypay.com.au">customerservice@ezypay.com.au</a>