

## DIRECT DEBIT REQUEST 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 Request Service Agreement between you and us.

"business day" means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

"CAS" means **Card Access Services Pty Ltd**, the company who will arrange the direct debit from your account on our behalf.

"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 and Authority between us and you.

"periodic interval" means the periodic frequency of your invoice as per your service agreement. This frequency may be monthly, fortnightly, quarterly, half-yearly or annually.

"service agreement" means the agreement for the provision of product and/or service by M2 Technology Pty Ltd to you including, but not limited to, voice services, IT services, and products.

"us" or "we" or "our" means **M2 Technology Pty Ltd ("M2 Technology")**, the Debit User 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 arrange to debit.

### 1. Debiting your account

a) By signing the Direct Debit Request and Authority Form, you have authorised us to arrange for funds to be debited from your account.

b) The amount to be debited will be as per your service agreement with us and any additional fees and charges that may apply as described in this Direct Debit Request Service Agreement.

c) Subject to Clause 1(d), the first debit will be made on the next periodic interval as per your service agreement with us and subsequent periodic intervals after that until such time as M2 Technology is advised otherwise.

d) If your direct debit request is received less than 10 working days to the next periodic interval, the debit will only be effected on the periodic interval after the next one. You will have to pay us the next periodic interval via other payment methods.

e) You will not be issued any further tax invoices after entering into a direct debit arrangement unless the periodic amount changes.

f) If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited

### 2. Changes by us

a) We may vary any details of this agreement or a direct debit request at any time by giving you at least thirty (30) days written notice.

### 3. Changes by you

a) Subject to Clauses 3(c) and 3(d) below, you may change the arrangements under a direct debit request by contacting us.

b) You must provide written notice to M2 Technology Pty Ltd should you wish to defer, cancel or alter the direct debit arrangement. Only written requests are accepted. Post to M2 Technology Pty Ltd, PO Box 588 Applecross WA 6953 or Fax to (08) 9316 3466. Alternatively you can email [accounts@m2technology.com.au](mailto:accounts@m2technology.com.au).

c) If you wish to stop or defer a debit payment you must notify us in writing at least fifteen (15) business days before the next debit day. This notice should be given to us in the first instance.

d) You may also cancel your authority for us to debit your account at any time by giving us fifteen (15) business days notice in writing before the next debit day. This notice should be given to us in the first instance.

### 4. Your obligations

a) It is your responsibility to ensure that there are sufficient cleared funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

b) It is your responsibility to ensure that the credit card or bank account (including the BSB) information provided to us is valid, complete and correct.

c) If a Direct Debit is attempted and/or conducted under this agreement, and the Direct Debit fails because of insufficient funds, the account information provided is invalid, incomplete, or incorrect or the account has been transferred, changed or closed:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by us; and
- you must arrange for the debit payment, including any fees resulting from this event, to be made by another method or rectify the problem by an agreed time so that we can process the debit payment.

d) You should check your account statement to verify that the amounts debited from your account are correct.

e) If M2 Technology is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay **M2 Technology** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 5. Fees

a) We may charge you a direct debit failure fee of \$22.00 incl GST for situations described in Clause 4(c) for each debit payment attempt. This fee will be charged in your next debit payment or you will be invoiced for payment by other means if the failure is not rectified.

### 6. Dispute

a) If you believe that there has been an error in debiting your account, you should notify us directly on [accounts@m2technology.com.au](mailto:accounts@m2technology.com.au) or (08) 9316 1466.

b) 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 an adjustment accordingly. We will also notify you in writing of the resolution.

c) 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.

d) Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. 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.

### 7. Accounts

a) You should check:

- 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.
- your account details which you have provided to us are correct by checking them against a recent account statement.

### 8. Confidentiality

a) 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.

b) Our privacy policy is available on [http://www.m2technology.com.au/pdfs/M2\\_privacy-policy.pdf](http://www.m2technology.com.au/pdfs/M2_privacy-policy.pdf)

c) We will only disclose information that we have about you:

- to the extent specifically required by law;
- or
- for the purposes of this agreement (incl. disclosing information in connection with any query or claim).

### 9. Notice

a) If you wish to notify us in writing about anything relating to this agreement, you should write to us at M2 Technology Pty Ltd, PO Box 588, Applecross WA 6953.

b) We will notify you by sending a notice either by email to the email address or in the ordinary post to the address you have given us in the direct debit request.

c) Any notice sent by email will be deemed to have been received unless we receive a delivery failure or other similar notification. Any notice sent by post will be deemed to have been received two business days after it