

Direct Debit Service Agreement

THIS AGREEMENT is made BETWEEN eDebit Pty Ltd (ABN 74 112 883 744) of 11 Bungan Street, Mona Vale NSW 2103 (eDebit) AND The Party set out in this Application process ("the Business Owner")

Recitals

1. eDebit provides an Internet service to businesses of collecting on behalf of the business direct debit payments from customers of that business ("webDebit") and the provision of a computer software program to facilitate the electronic process of collecting the direct debit payments via webDebit.
2. The Business Owner carries on a business under the Business Name at the Business Address detailed in the application process.
3. The Business supplies good or services to its customers and receives payment for those goods or services by direct debit from an account of the customer.
4. The Business Owner has requested eDebit to collect on its behalf direct debit payments from customers of the Business.
5. eDebit has agreed to collect on behalf of the Business the direct debit payments from the customers of the Business.

Agreement

1. Definitions

1. "Account" means a bank account or credit card account with a bank, credit union, other financial institution, American Express or Diners Club.
2. "Appointment" means the appointment pursuant to clause 2 (i) of this Agreement.
3. "Transaction fee" means the fee payable by the Business Owner to eDebit.
4. "Billing Day" means the consecutive direct debit collection day from the commencing direct debit date as per direct debit frequency.
5. "Business" means the business carried out by the Business Owner under the Business Name at the Business Address and includes its employees and contractors.
6. "Business Address" means the address at which the Business carries on business.
7. "Business Owner" means the person or persons and or company or companies and or their legal representatives and assigns.
8. "CCA" means a Credit Card Authority as approved by eDebit from a customer in respect of a credit card, American Express Card or Diners Club Card.
9. "Credit Card Charges" means those fees charged by a credit card merchant in processing any credit card payment pursuant to a CCA.
10. "Customer" means any person or company that has agreed to make a payment or payments to the Business by direct debit.
11. "DDR" means a Direct Debit Request as approved by eDebit from a Customer to a bank or other financial institution.
12. "Direct Debit" means the withdrawal of money from or the charging of an account of a customer of the Business pursuant to the terms of a DDR or CCA from that customer.
13. "Direct Debit Billing Company" means any person or company that withdraws money from the bank account or credit card of the customer of a business by means of direct debit.
14. "Direct Debit Collection" means the electronic process undertaken by eDebit to facilitate a direct debit.
15. "Direct Debit Commencing Date" means the date or dates that eDebit will commence direct debit collection.
16. "Direct Debit Frequency" means the frequency or frequencies at which eDebit carries out the direct debit collection.
17. "Direct Debit Payment" means a direct debit payment due and payable by the customer to the Business pursuant to a DDR or CCA.
18. "Dishonor Fee" means the fee charged by any bank or financial institution upon dishonor, reversal, cancellation or chargeback of any direct debit payment.
19. "Licence" means the licence pursuant to this Agreement.

20. "Nominated Bank Account" means the bank account as set out in the application process for the deposit of received funds.
21. "Nominated Email Address" means the email address as set out in the application process.
22. "Application process" means the entry of information by the Business Owner in the webDebit registration process.
23. "Submit Day" means the day by which the Business must send all DDR's and CCA's to eDebit.
24. "Schedule" means a schedule or schedules to this Agreement.
25. "webDebit" means the secure portal of the eDebit web site used by the Business Owner to enter instructions to eDebit to carry out debiting of customers' accounts of the Business Owner.

2. Direct Debit Appointment

1. The Business Owner appoints eDebit and eDebit accepts the appointment to undertake on behalf of the Business the direct debit collection of payments from customers of the Business in accordance with the provisions of this Agreement ("the Appointment").
2. This Appointment is subject to and conditional upon the Business using the eDebit webDebit web portal and software in accordance with the provisions of this Agreement including its Schedules, any published technical notes and any written or verbal guidelines communicated to the Business Owner or the Business by eDebit.

3. Relationship

1. Each party acknowledges and agrees that their relationship is that of independent contractors and that nothing in this Agreement shall be construed as implying that their relationship is that of partners, joint ventures, principal and agent or employer and employee.

4. Fees

1. The Business Owner agrees to pay to eDebit the Transaction fee as set out on the eDebit web site for undertaking direct debit collection for and on behalf of the Business Owner.
2. The Business Owner authorises eDebit to collect for each direct debit on behalf of the Business any additional customer per transaction fee in addition to the direct debit and to account to the Business for the collection of the customer per transaction fees.
3. The Business Owner authorises eDebit to deduct its Transaction fee from any direct debit payments received by eDebit provided eDebit submits a statement and tax invoice to the Business Owner in respect of any Transaction fees deducted by eDebit from the direct debit payments.
4. The Business Owner also authorises eDebit to deduct any dishonor fee, challenge fee and any other monies due to eDebit by the Business Owner pursuant to this Agreement from any direct debit payments received by eDebit provided eDebit submits a statement and tax invoice to the Business Owner in respect of any such deductions. In addition the Business Owner authorises eDebit to deduct from the nominated bank account any funds due to eDebit not able to be deducted from any direct debit payments.
5. eDebit reserves the right to reasonably increase its Transaction fee. The increased fee shall be notified to the Business Owner by means of the published fee schedule set out in the eDebit web site.

5. Commencement

1. The parties agree that eDebit shall commence direct debit collection for the Business on the direct debit commencing date as specified by the Business Owner after verification of the information provided during the Sign Up process.
2. eDebit shall continue with direct debit collection for the Business on the anniversary of each direct debit frequency from the direct debit commencing date until this Agreement is terminated in writing or by so indicating on the webDebit web site.

6. Direct Debit Request and Credit Card Authority Forms

1. The Business Owner shall immediately submit to eDebit all DDR and CCA forms in respect of any customer electing to make a direct debit payment by email, express post or facsimile.
2. All DDR and CCA forms must be in the form approved by eDebit.
3. It is the responsibility of the Business to ensure that DDR and CCA forms are fully completed as to the information required on the form and duly signed by the person or company making

payment for and on behalf of the customer.

4. If the Business is unable to supply or eDebit does not receive from the Business an approved DDR or CCA form in respect of any customer of the Business that is compliant with this clause the Business Owner:
 1. agrees eDebit shall be under no obligation to process a direct debit collection for that customer of the Business
 2. shall indemnify and keep indemnified eDebit against any loss, cost, expense, claim or damage incurred by eDebit should it process a direct debit collection in respect of that customer.

7. Obligations of eDebit

1. eDebit agrees to:
 1. Use a trust account for direct debit payments received from customers of the Business.
 2. Deposit all direct debit payments received by eDebit from customers of the Business into the trust account.
 3. Arrange for the electronic processing of the DDR's and CCA's with the relevant financial institution.
 4. Transfer by electronic funds transfer to the nominated bank account of the Business all monies due to the Business in respect of any direct debit payment received by eDebit less any dishonor fees, the eDebit Transaction fee and any other costs or charges imposed by a relevant financial institution upon eDebit or by eDebit in respect of the direct debit collection.
2. eDebit shall not be responsible for collecting dishonoured direct debit payments or arrears of payments, which were not paid by the financial institution referred to in the DDR or CCA.

8. Obligations of the Business Owner

1. Pay to eDebit the Transaction fee and any other fees due to eDebit pursuant to this Agreement in accordance with the provisions of this Agreement.
2. The Business Owner shall ensure that the Business submits to eDebit all DDR and CCA forms in accordance with the requirements of this Agreement, in addition the Business Owner shall ensure that the maximum value of a single direct debit transaction will not exceed \$1000.00.
3. The Business Owner agrees to reimburse eDebit for any direct debit payments disputed by customers and charged back by a financial institution for a period of up to 7 years after the date of the original direct debit payment. This obligation shall remain in effect even if this Agreement has been terminated.
4. The Business Owner and the Business agree that they shall not disclose any confidential information provided by eDebit about the operation of the eDebit system to any third parties.
5. The Business Owner agrees not to apply for or register any names, rights or trademarks with the words or logos associated with the Licence.
6. The Business Owner shall not advertise or permit any person or company to advertise the name "eDebit" or the words "you keep control" or the logo of eDebit unless expressly authorised in writing by eDebit which may be withheld by eDebit in its absolute discretion.
7. The Business Owner shall not advertise or permit any person or company to advertise the name "eDebit" or the words "you keep control" or the logo of eDebit in any manner that may be considered offensive, rude or insulting or unless in connection or associated with the Business.
8. The Business Owner shall keep secure all master user names and passwords.
9. Should the Business Owner be a company, the directors of the Business Owner agree to personally guarantee the Business Owner's obligations and performance of this Agreement to eDebit including but not limited to the payment of any monies due to eDebit pursuant to this Agreement.
10. The Business Owner agrees that a successful log in to the eDebit site using a valid user name and password means that any amendments or changes to saved data or information is done with the authority of the Business Owner and the Business Owner shall not hold eDebit liable for any charges or fees incurred as a result of any change to information.
11. The Business Owner will keep its own backup of all data and information it enters into the eDebit and webDebit web site and agrees to not hold eDebit liable for any loss of data or information notwithstanding that such loss or corruption of data is caused or contributed to by any act or omission by eDebit or its contactors.

12. The Business Owner will indemnify eDebit against any actions taken by a financial institution or account holder as a result of information being entered by a valid user.

9. Termination

1. Either party may terminate this Agreement upon giving the other one (1) month's written notice.
2. eDebit may terminate this agreement without notice if the Business Owner is in breach of this agreement.
3. If the Business Owner fails to give eDebit one (1) month's written notice to terminate this agreement or this agreement is terminated by eDebit pursuant to clause 9 2, the Business Owner agrees to pay or be liable to eDebit for an amount of money equal to the Transaction fees that would have been paid to eDebit by the Business Owner had eDebit continued to undertake direct debit collection on behalf of the Business Owner for a period of one (1) month.
4. eDebit may upon receiving or giving notice of termination of this agreement hold on trust for a period of six (6) months from any money due to be paid to the Business Owner an amount of money determined by eDebit as being reasonably necessary to cover any queries, chargebacks or dishonour fees that may be imposed against eDebit arising from direct debits undertaken on behalf of the Business Owner.
5. eDebit reserves the right to debit from the nominated account of the business or withhold any money due to the Business Owner any fees due to eDebit howsoever arising after termination of this agreement.

10. General

1. In this Deed the singular includes the plural and vice versa, and each gender includes each other gender and references to persons includes business entities and corporations.
2. The failure of any party to require the performance or observation of any covenant undertaking or term of condition of this Deed shall not prevent a subsequent enforcement of such covenant undertaking or term of condition nor shall it prevent the party making the waiver from subsequent acting upon any subsequent breach or default or from enforcing all the provisions of this Deed.
3. This Deed constitutes the entire agreement between the parties with respect to the subject matter and supersedes and by its own force terminates all prior arrangements between the parties whether oral or written relating to the same subject matter.
4. This Agreement is to be governed by and construed according to the laws of the State of New South Wales.