

Automatic and Direct Debit Service Agreement for Savings and Cheque Accounts and for Credit Cards

Definitions

Account means the account held at your financial institution or your credit card from which we are authorised to arrange for funds to be debited.

Agreement means this Automatic and Direct Debit Service Agreement between you and us.

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

Direct debit request mean your authority for us to pay our invoices/amounts due to us by direct debit from your account and includes a credit card authority.

Debit day means the day that payment by you to us is due.

Debit payment means a particular transaction where a debit is made or due.

Us or we means each of the two Primus companies named below and any related body corporate from which you acquire the services in respect of which the debit payment is due.

You means the customer who signed or made the direct debit request.

Your financial institution is the financial institution where you hold the account or the credit card that you have authorised us to arrange to debit.

1. Debiting your account

By agreeing to pay us by direct debit, you have authorised us to arrange for funds to be debited from your account or by automatic payment from your credit card of amounts which fall due for payment by you to us.

2. Changes by us

We may amend any details of this agreement as follows:

- (a) if the amendment is required to be made as a result of changes imposed on us by our upstream suppliers or financial institutions, by providing you at least fourteen (14) days written notice;
- (b) where we reasonably believe the amendment will benefit you or have a neutral impact on you, by providing you at least fourteen (14) days written notice;
- (c) Where we reasonably believe that the amendment will have a minor impact on You, by providing you 30 days written notice; or
- (d) where we reasonably believe that the amendment will have more than a minor impact on you, by obtaining your prior consent before implementing the change.

3. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on 1300 85 85 85.

3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 7 days before the next debit day. This notice should be given to us in the first instance.

- 3.3 You may also cancel your authority for us to debit your account at any time by giving us 7 days notice in writing before the next debit day. This notice should be given to us in the first instance.

4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds or credit limit available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment or for any other reason a debit payment is not made when it is due:
- (a) you may be charged a fee (such as an overdrawn or dishonour 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 clear funds or credit limit to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If we are liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay to us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 4.5 The authorisation given to draw on the nominated account must be identical to the account signing instruction where the account is based.
- 4.6 You must advise us if the account nominated by you is transferred, closed or expired.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 85 85 85 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 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 your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 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.
- 5.4 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.

6. Accounts

You should check:

- (a) 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;
- (b) your account details which you have provided to us are correct by checking them against a recent account statement;
- (c) to ensure your credit card remains current; and
- (d) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. Confidentiality

- 7.1 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.
- 7.2 We will only disclose information that we have about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Primus Telecom, GPO Box 14150, Melbourne City MC Vic 8001.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

Primus Telecommunications Pty Ltd ABN 69 071 191 396
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