



Direct Debit Service Agreement

(Residential and Small Business Customers)

eCommunications Pty Ltd

T/A eComms

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Direct Debit – Terms and conditions

This agreement outlines our commitment to you as a Direct Debit customer and your rights and responsibilities throughout the Direct Debit process.

It applies to you where you enter a Direct Debit arrangement with us in connection with the sale of broadband or in connection with a one-off charge that you have agreed to pay by instalments.

This Direct Debit agreement supersedes any prior payment arrangements you have entered with us for these products. However, it does not affect or supersede any prior payment arrangements you have entered with us for other products and services.

Our commitment to you

We'll provide you with at least 30 days prior notice if we change any terms of this agreement. We may also cancel your Direct Debit by notice to you.

We'll keep all information about your nominated bank account private and confidential, only to be disclosed at your request or that of your financial institution in connection with a claim made about an alleged incorrect or wrongful debit.

Unless otherwise agreed with you, we'll deduct payment:

- to a maximum of the amount due on your account at the due date of your Direct Debit;
- plus, any card payment fee which is applicable to the payment. (In all other circumstances, the card payment fee will be included on your next bill).

Where the Direct Debit due date falls on a non-working day or a national public holiday, we'll deduct the payment amount on the next business day.

If the payment is dishonoured because there are insufficient funds in your nominated account we:

- will notify you and try to deduct the payment on another day;
- may make other attempts to take the payment; and
- may cancel your Direct Debit agreement if a payment is dishonoured.

If you have an amount outstanding on your account on the date the Direct Debit starts, we'll deduct that amount on or after that date, which may be before the first due date of your Direct Debit, unless otherwise agreed with you.

We'll stop your Direct Debit in respect of your relevant product after your final bill has been paid if you stop being our customer for that product

Your rights and commitments to us

You must ensure:

- Your account information supplied to us is correct by checking it against a recent statement from your financial institution.
- Sufficient funds are available in the nominated account to meet a payment on its due date.

Where you consider a payment has been initiated incorrectly, or there is a discrepancy in a payment amount, please contact us immediately so we can address your query.

You must advise us if:

- Your nominated account is transferred, closed or the Direct Debit is cancelled. You must do so as soon as you become aware of this change; or

- You wish to change your bank account or personal details. To take effect for your next Direct Debit payment, we must receive your request at least 2 business days before that Direct Debit due date.

You may stop a particular Direct Debit payment by notifying us at least 2 business days before your next Direct Debit due date. If you'd like to change the amount and/or frequency of your Direct Debit payments call us to discuss your options.

You may terminate your Direct Debit agreement at any time by notifying us or your financial institution at least 2 business days before your next Direct Debit due date.

If your Direct Debit agreement is cancelled (whether by you, us or your financial institution) you must pay all amounts due on your account on the due dates for those amounts using a suitable alternate payment method (you can find other available payment methods on your bill).

Fees and charges

We'll notify you of any return unpaid transactions and any applicable fee (plus GST) will be added to your account. If your nominated bank account has insufficient funds to cover a payment you are responsible for any costs we incur as a consequence of covering payment.

If you have any enquiries regarding stops, cancellations, or require payment assistance, you can contact us on 1300 130 311

Your authorisation

You authorise:

1. eComms to arrange for funds to be debited:
 - a. From your nominated account (the details of which you provided to us over the phone, online, or online through "My account"),

This authorisation is to remain in force in accordance with the terms described in this Direct Debit agreement.