

Elevate Internet

Direct Debit Request Agreement

1) Introduction:

- a) It is your Direct Debit Request Service Agreement with Elevate. The agreement is designed to explain your obligations when undertaking a financial arrangement with Elevate. It also details what Elevate's obligations are to you as your Direct Debit Provider.
- b) Elevate recommends you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR).

2) Payment:

- a) By approving this Direct Debit Service Agreement, you have authorised us to arrange for funds to be debited from your account. You should refer to this agreement for the terms of the arrangement between us and you. We will only arrange for funds to be debited from your account as authorised in this service agreement.
- b) Payment is debited within 10 working days from the issue date on your invoice.

3) Amendments by us:

- a) We may vary any details of this agreement at any time by giving you at least fourteen (14) days written notice.

4) Amendments by you:

- a) You may change, stop or defer a payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing by emailing support@elevateinternet.com.au or by telephoning us on 1300 159 250 during business hours.

5) Your obligations:

- a) It is your responsibility to ensure that there are sufficient funds available in your account to allow a payment to be made in accordance with the Direct Debit Service Agreement.
- b) If there are insufficient funds in your account to meet a debit payment:
 - i) you will be charged a direct debit decline fee from us for \$4.40 per decline.
 - ii) you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the payment.
- c) You should check your account statement to verify that the amounts debited from your account are correct.

6) Dispute:

- a) If you believe that there has been an error in debiting your account, you should notify us directly on 1300 159 250. Alternatively, you can take it up with your Financial Institution directly to resolve.
- b) If we conclude because 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 accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- c) If we conclude because 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 the finding in writing.

7) Accounts:

- a) You should check that your account details which you have provided to us are correct.

8) Confidentiality:

- a) We take confidentiality seriously. Your billing information is collected, used and stored in accordance with the requirements under the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The Elevate Privacy Policy can be accessed via our website that explains more about what data we collect, how it is used and your right to access that data.
- b) We will only disclose information that we have about you:

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