

DEFINITIONS

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.

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 between us and you.

us or we means My Net Fone Australia Pty Ltd ABN 73 109 671 285 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.

OUR COMMITMENT TO YOU

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between My Net Fone Australia Pty Ltd (USER ID: 379898) and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

INITIAL TERMS OF THE AGREEMENT

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount for My Net Fone fees and charges.

DRAWING AGREEMENTS

- The first drawing under this Direct Debit arrangement will occur immediately on the nominated day as indicated in Direct Debit Request Form.
- If any drawing falls due on a non-business day, it will be debited to your account on the next business day following the scheduled drawing date.
- We will give you at least 14 days notice in writing via email when changes to the initial terms of the arrangement are made. This notice will state the new amount, frequency, next drawing date or/and any other changes to the initial terms.
- If you wish to discuss any changes to the initial terms, you need to give us at least 14 days notice in writing by email to directdebit@mynetfone.com.au

CREDIT LIMIT

Upon successful application of bank account Direct Debit, MyNetFone will apply a credit limit of \$300 to your MyNetFone account. Should your MyNetFone account balance ever exceed \$300 in debit for any reason, your services will be suspended pending a manual payment by other means (Credit Card or BPAY) or subsequent automatic bank account Direct Debit after your next billing cycle. MyNetFone staff cannot extend your credit limit beyond the \$300 limit. Should you require a higher limit, or if your account is being used for business purposes, then please apply for a MyNetFone Business Account.

Should you ever cancel your bank account Direct Debit facility with MyNetFone, your MyNetFone account will be reverted to pre-paid status. You must ensure your MyNetFone account is in a positive balance before cancelling bank account Direct Debit or your services will be automatically suspended.

DISHONOUR FEES

MyNetFone will notify you by email at the end of your billing cycle of your MyNetFone account balance and the amount and date your bank account will be charged. Generally we will provide 7 days notice. Should your Direct Debit payment be dishonoured by your financial institution, MyNetFone will charge a \$33 dishonour fee to your MyNetFone account.

YOUR RIGHTS

CHANGES TO THE AGREEMENT

If you want to make changes to the drawing arrangements, contact us by sending email to directdebit@mynetfone.com.au. All correspondence must include your MyNetFone account number and a daytime contact number, as a MyNetFone Representative will need to call you to verify the changes. These changes may include:

- deferring the drawing; or
- altering the schedule; or
- stopping an individual debit; or
- suspending the DDR; or
- cancelling the DDR completely.

ENQUIRES

Direct all enquiries to us, rather than to your financial institution, and these should be made at least 10 working days prior to the next scheduled drawing date. All communication addressed to us should include your account number and account name and can be mailed to MyNetFone (details above) or emailed to directdebit@mynetfone.com.au

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account. MyNetFone Privacy Policy applies and see MyNetFone website for more information

DISPUTES

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting on 1300 733 995 during business hours, AEST or by sending email to directdebit@mynetfone.com.au.
- If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim:
 - within 5 business days (for claims lodged within 12 months of the disputed drawing); or
 - within 30 business days (for claims lodged more than 12 months after the disputed drawing)
- You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

YOUR COMMITMENT TO US

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- that on the drawing date there is sufficient cleared funds in the nominated account; and
- that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution, we will notify you via email requesting payment and will re-draw again after 3 working days. Failure to redraw may result in the termination of MyNetFone service to you. Any transaction fees debited to us as a result of dishonouring by your financial institution will be included in your account payable by you.

CONFIDENTIALITY

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.

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).