

# Direct Debit Agreement

## Terms and Conditions

This Direct Debit Agreement (the "Agreement") is a legal agreement between you, a single legal entity identified in the registration information ("you", or "your") and E Funding Pty Ltd (ABN: 61 145 999 828), trading as iinvoice ("iinvoice", "we", "our" or "us) and the obligations that each will have to the other. This Agreement governs your and your agent's application for and ongoing use of all of the Billing and Payment System offered by iinvoice. You must accept the terms of this Agreement before accessing or otherwise using such Services or any of the services that may be provided by iinvoice under this Agreement (the "Services"). The Services are subject to the terms and conditions contained in this Agreement as well as other agreements prescribed in the application.

### 1. Engagement

You hereby retain and appoint iinvoice as your billing agent to provide billing services for its customer's payments subject to the terms and conditions of this agreement

You agree they shall not during the currency of this agreement engage any other party to provide the same or similar services as provided by iinvoice pursuant to this agreement

### 2. Representations and covenants

You warrant: i) that it is a duty incorporated company or registered business, or acts as a business; ii) that it/they has/have the capacity and authority to enter into this agreement; iii) those customers/clients of you have/will provide all necessary authorities and approvals to you to enable you to authorize iinvoice to collect fees or payments on their behalf; iv) that it is not currently insolvent or bankrupt, and will not be during the currency of this Agreement.

### 3. Indemnity

You shall release, indemnify and hold iinvoice harmless from and against all liability, claim or damages by any person arising in any way from: i) the collection of the customer's payment by iinvoice on behalf of you where such liability, claim or damages do not result from negligence, misconduct, fraud or dishonesty of iinvoice and its employees; ii) the non-payment of the Fees by you; iii) a failure by you to comply with any obligation owed to iinvoice under or in connection with this Agreement; iv) a failure by You to provide correct information; v) a claim that a payment, obligation transaction or transfer in connection with a Service Fee is void or voidable under any law relating to insolvency or bankruptcy; vi) the occurrence of any event described in clause 9 below.

### 4. Fees

Service fees will be charged by iinvoice (the "Service Fee"). A schedule of Service Fees is outlined in the Products and Services Table in our homepage [www.iinvoice.com.au](http://www.iinvoice.com.au)

You agree that iinvoice has the right to amend the Service Fees at any time upon giving You 14 days' written notice.

### 5. Description of service

iinvoice will act as billing agent for you. The Service provided by iinvoice are administrative and do not extend to the provision of any services or benefits except as specified in this Agreement.

It is understood that: i) iinvoice will collect payments and any fees and interest (the "Customer Fees") owed by the customers of you as deemed authorized by subscribing iinvoice's Services, subject to the customer of you signing a valid Direct Debit Request; ii) customer Fees so collected will be held within the iinvoice Trust Account until deemed "Cleared Funds" according to the guidelines and procedures of the Australian Processing & Clearing Association; iii) subject to this clause 5, Customer Fees will

subsequently be electronically transferred promptly to the account nominated by you, supported by a tax invoice from iinvoice listing all the Customer Fees collected individually; iv) iinvoice will collect any additional payments from the customer as directed by you; v) iinvoice will credit the Customer Fees to the account nominated by you and will change any payment arrangements only when instructed by you; vi) you agree to pay the Service Fees to iinvoice as set out in the Service Fee Schedule and you hereby authorized iinvoice to debit the Service Fees from the bank account that you nominated.

You acknowledge and agree that iinvoice may hold Customer Fees, and not transfer them to your nominated account, if iinvoice for any reason whatsoever suspects that you have acted in a fraudulent or illegal manner, in relation to its operations. iinvoice reserves the right to hold such monies for a period of twelve (12) months from the date of receipt, and you agree to provide iinvoice with such information as it requests to determine whether the Customer Fees should lawfully be paid to you. If iinvoice is not so satisfied that you has not acted without fraud or illegality then iinvoice may return the Customer Fees to the customer, and you shall have no further right or claim against iinvoice for not transferring the Customer Fees to you. You hereby expressly release and indemnify iinvoice against any claim that you may have against iinvoice where iinvoice acts in accordance with this clause 5, including any claim for damages, whether direct or consequential, that you may suffer as a result.

## **6. Material Provided**

iinvoice will provide to you: i) Customer Brochures for supply to customers (upon request); ii) Training Manual (upon request); iii) Direct Debit Request Forms

## **7. Direct Debit**

Where you have adopted the Direct Debit for your billing option, then you acknowledge and agree: i) the Direct Debit Request forms provided to you (in electronic format or otherwise) containing the iinvoice logo and/or iinvoice User ID number shall remain at all times the property of iinvoice; ii) the Direct Debit Request is personal to iinvoice and no other direct debit company or institution shall have the right, permission or authorization to conduct debit transactions from customer accounts bearing the iinvoice logo and/or iinvoice User ID number unless otherwise authorized by iinvoice in writing; iii) any debit transaction conducted by any institution or company without authorization is in breach of this agreement and not a valid transaction; iv) you accept responsibility for the collection and storage of all Direct Debit Requests used for Direct Debit for a period of seven (7) years; iv) you must provide invoice with the original or a copy of (whichever is requested by iinvoice) any of the Direct Debit Requests within twenty-four (24) hours notice of the request. Failure to provide a signed Direct Debit authority may result in a loss of Direct Debit funds and also a suspension of all Direct Debit services; v) you must have the customer complete the Direct Debit Requests and you must perform all data entry according to the request via the iinvoice website found at [www.iinvoice.com.au](http://www.iinvoice.com.au) subject to the terms and conditions described on that website as well as this Agreement; vi) the Direct Debit Request contains the confidential information which is the property of iinvoice, and you acknowledge that the provision of clause 16 shall apply to this confidential information; vii) iinvoice reserves the right to cease or halt the Direct Debit or reject the Direct Debit Request if at any time iinvoice believes that the relevant customer or any other person has acted fraudulently in connection with the Direct Debit; viii) you will indemnify iinvoice from and against every liability, claim or damages suffered or incurred by iinvoice (including without limitation claims brought by your Customers) arising in any way out of or in connection with the Direct Debit

You have authorised iinvoice to process error corrections and apply fees as detailed in clause 4 and 5 of these Terms. You will be advised 14 days in advance of any changes to the Direct Debit arrangements.

You should be aware that: i) direct debiting through BECS is not available on all accounts; ii) account details should be checked against a recent statement from its Financial Institution; and iii) if there is any doubt, you should check with its Financial Institution before completing the drawing authority.

It is your responsibility to ensure sufficient cleared funds are in the nominated debiting account when the payments are to be drawn.

If the due date for payment falls on a non-working day or public holiday, the payment will be processed on the next banking business day.

You acknowledge that if a debit is returned by its financial institution as unpaid, it will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by iinvoice.

All records and account details will be kept private and confidential to be disclosed only at the request of you or an appropriate Financial Institution in connection with a claim made to an alleged incorrect or wrongful debit.

## **8. Obligations of you**

You shall one (1) working day prior to customers debit date: i) provide iinvoice with all Direct Debit Requests completed and signed by any new customers from whom payments are to be collected by iinvoice; ii) where a customer is changing the account details to a bank and/or financial institution different from that nominated on the original Direct Debit Request, provide iinvoice the required amendment form detailing the new account details, completed and signed by the customer; iii) perform all the data entry according to the Direct Debit Request and any amendment thereby.

You acknowledge that iinvoice must receive notification of any cancellations/variations one (1) working day prior to the designated Debit Date.

You will provide iinvoice with thirty (30) days notice in writing of any intention to cease utilizing the service of iinvoice. iinvoice has the right to change normal Service Fees for the duration of this period to you.

You will store all Direct Debit Requests in a safe and secure place for up to seven (7) years, or until delivered to iinvoice, whichever is the sooner.

## **9. Liability**

iinvoice will not accept liability for any loss, damage or expenses incurred by you or a customer in the event of: i) debits conducted from an incorrect Bank Account or Credit Card where this information was supplied by you or its customers; ii) a delay in new or corrected information being received by iinvoice; iii) incorrect days, months, years being nominated by you or a customer; iv) the interpretation of a Direct Debit Request or amendment being incorrect; v) any and all bank fees and charges as incurred by any and all parties in respect to a direct debit where any of the events described in this clause 9 have taken place; vi) any misuse or theft of the Direct Debit Request or information contained in the Direct Debit Request, regardless of how this occurs.

You acknowledge that in signing this Agreement you are not relying on any representations made by iinvoice or any of its employees or agents, other than those contained in this Agreement

iinvoice shall have no liability in respect of; i) any failure of the direct debit facility or any of its operations or processes due to or as a consequence of any accident, neglect or misuse by you; ii) any failure of any computer system whether it be the system of you, the computer system(s) in which iinvoice places the software to operate the system, or the computer hardware of other related computer systems and servers that hosts the iinvoice websites, or other related websites; iii) the input of any incorrect information in the direct debit facility by you.

Where legislation implies in this Agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of any liability under such condition or warranty, the conditional warranty shall be deemed to be included in this Agreement. However the liability of iinvoice for any breach of such conditional warranty shall be limited at the option of iinvoice to one or more of the following: i) if the breach relates to goods: a) the replacement of the goods or the supply of equivalent goods; b) the repair of such goods; c) the payment of the cost of replacing the goods or of acquiring the equivalent goods; or d) the payment of the cost of having the goods repaired; ii) if the breach relates to services: a) the supply of services again; or b) the payment of the cost of having the services supplied again.

## 10. Refunds

iinvoice will not enter into any agreement that requires iinvoice to transfer funds to a customer as a refund. All funds, once debited from a customer's account, belong to you and will therefore be transferred to your nominated account. You acknowledge and agree that it is your obligation to determine and where required, refund funds to their customers.

## 11. Inactive Direct Debit Requests

A direct debit request will be considered inactive and will be cancelled by iinvoice: i) if the direct debit is weekly, fortnightly, 4 weekly or monthly and; ii) there has been no debit conducted on the account for a period of six (6) months or more.

## 12. Disputes, Claims and Dishonours

In the event that a customer of you disputes a direct debit or has a dishonor: i) you acknowledge and agree that it is your responsibility to deal with such query, and you will take all reasonable steps to ensure that customer is made aware that the query is to be directed to you and not iinvoice; ii) you consent and agree that should a customer first contact iinvoice, iinvoice will, as allowed to by law, direct the customer to contact you or their nominated representative, directly on the nominated email or contact points as advised by you; iii) should iinvoice receive a claim in relation to a direct debit, iinvoice will in the first instance supply to the claimant's financial institution all documents as permitted and requested to supply according to the BECS rules and procedures; iv) you acknowledge that iinvoice may not notify you of any claim made by a customer; v) iinvoice may from time to time request and you agree that you will supply all documents, billing accounts, contact and all source documents that may be required to satisfy any such claim; vi) should a claim be successful, iinvoice will advise you immediately upon notification and you undertake to refund to iinvoice any and all moneys paid by iinvoice in respect to a claim; vii) you agree to make payment to iinvoice of moneys due and owing to iinvoice pursuant to clause 12 within 14 days of being notified by iinvoice; viii) iinvoice reserve the right to deduct the amount of any such claim or late dishonor from monies held in trust in the first instance, unless another form of payment has been agreed to by both iinvoice and you.

## 13. Chargeback's

iinvoice may refuse to accept, or may claim indemnity from you (chargebacks) if: i) the transaction is invalid; ii) the transaction is deemed to be not for you that this service is provided to; iii) the transaction is fraudulent; iv) the cardholder claims the transaction is invalid or disputes liability for any reason.

Chargeback's may be processed against your nominated account up to twelve (12) months after the date of the original transaction. You will be informed of any chargeback's via email.

Transactions which are invalid or which the cardholder claims are invalid or disputes for any reason will be charged back to your account. The chargeback will be reversed if you provide proof of purchase (credit card voucher / signature) and this is accepted by the cardholder issuing bank.

iinvoice will not enter into any disputes between you and your customer. Service Fees related to any charge backs are not refundable. iinvoice at its discretion may apply a chargeback fee to you in accordance with the Fee Schedule to all chargeback transactions. This is deducted at the same time as the original transaction from your account.

You are to ensure that chargebacks do not exceed 10% of total transaction. Where chargebacks exceed 10% of total transactions, the service will be suspended immediately. iinvoice reserves the right to not re-activate the service, and if the service is re-activated, iinvoice reserves the right to request a holding deposit for any possible chargeback's that may occur.

## 14. Sale or Purchase of you

Upon the disposal, change of control or management of you the following will be adhered to: i) debits conducted prior to the settlement date will be paid to the outgoing owner of you; ii) debits conducted on or after the settlement date will be paid to the incoming owner of you; iii) Direct Debit Request forms will

remain the property of iinvoice at all times; iv) incoming owners will be required to obtain new direct debit request forms for the continuation of debits after the date of settlement; v) upon completion of the contract of sale of you the rights and obligations of you under this Agreement will be assigned to the purchaser of you on the same terms and conditions as this Agreement.

## 15. Terms and Termination

This Agreement shall become effective and shall continue in force for the subscription period (one month, i.e. from the subscription day to one day before the corresponding day of the next month, or if there is no such day, to the end of the next month. Except otherwise specified in the applicable form, all subscription shall automatically renew for additional subscription period subject to your payment for the subscription fee for the period. If you fail to pay the subscription fee, our Service will immediately cease. You can unsubscribe our Service by submitting the applicable form, and no refund will be available in this case.

Despite of this clause 15, if your customers pay through iinvoice's payment system after you have unsubscribed our Services, we will process the payments up to three month period from the date on which you have unsubscribed and this Agreement shall continue in force until the date when all such transactions are settled and the corresponding Fees are paid. An additional transaction fee will be charged for each transaction in addition to the fee provided in our Product and Service Schedule for those transactions

iinvoice may terminate this agreement upon giving seven (7) days notice in writing where you fail to comply with any obligation on its part to be performed pursuant to this Agreement. iinvoice may terminate this Agreement immediately without notice if, in the opinion of iinvoice, you utilise the Services in any unlawful, unconscionable or improper manner. iinvoice may, in its absolute discretion, suspend your account and refuse to process any payments or remit payment to you if iinvoice, for any reason whatsoever, suspects that you have acted in an unlawful, unconscionable or improper manner in utilising the Services. For the avoidance of doubt, iinvoice may terminate any account suspended in accordance with this clause 15 in its sole discretion, without lifting the suspension imposed in accordance with this clause.

You hereby expressly release and indemnify iinvoice against any claim that you may have against iinvoice where iinvoice acts in accordance with this clause 15, including any claim for damages, whether direct or consequential, that you may suffer as a result.

## 16. Non Disclosure

"Proprietary and Confidential information" shall mean any and all information, whether written or oral, regarding the parties' customers, the content of any Direct Debit Request, prospective customers, policies and procedures, operations, systems, and future business plans. This information includes but is not limited to technical , developmental, marketing, sales, operating, performance, cost know-how, computer software and database programming techniques, and any record bearing, containing or disclosing such information and techniques, which is disclosed pursuant to this agreement. The term "proprietary and confidential information" shall also include any confidential information of the parties that was received before the date of this agreement.

In consideration of each Party supplying the other with Proprietary and Confidential information, whether directly or through its representatives, and/or advisors or otherwise, in oral or documentary form, each party agrees that it will treat as confidential all such information which is disclosed to it by the other Party.

The Material shall not be used by either Party other than directly for the purpose of meeting their obligations under this Agreement.

Either party may only disclose material, to the extent described in clause 16 above, to such of its employees and advisors who need to know the information and who are informed of the confidential nature of such information and who agree to be bound by the terms of this clause 16 as if a Party to this Agreement. Either Party shall procure absolute compliance of the confidentiality obligations in this Agreement by such employees and advisors.

Each party shall abide by iinvoice's Privacy Policy when dealing with the personal information of customers,

which policy may be found at URL [www. iinvoice.com.au](http://www.iinvoice.com.au).

The obligations on the parties imposed by this clause 16 shall survive termination of this Agreement.

## **17. Force Majeure**

If a party is prevented, hindered or delayed from performing obligations under this Agreement (other than an obligation to pay money) by an Event of Force Majeure, then as long as that situation continues, that party shall be excused from performance of the obligation to the extent it is so prevented, hindered or delayed, and the time for performance of the obligation shall be extended accordingly, but if time is of the essence of this Agreement, time shall continue to remain of the essence

A party affected by an Event of Force Majeure shall immediately notify the other parties of its occurrence and its effect or likely effect, and use all reasonable endeavours to minimize the effect of the Event of Force Majeure and to bring it to an end.

For the purpose of this clause, Event of Force Majeure means the occurrence of an event or circumstances beyond the reasonable control of the party affected by it including (without limitation):  
i) a War (declared or undeclared), insurrection, civil commotion, military action, or an act of sabotage;  
ii) a strike, lockout or industrial action, dispute or disturbance of any kind; iii) act of a government or a Government Authority; iv) act of God; v) a storm, tempest, fire, flood, earthquake or other natural calamity.

## **18. General**

The validity and enforceability of this Agreement and of each clause and part hereof, shall be governed by the laws applicable in the State of Queensland. Any matter not covered by this Agreement will be determined at the discretion of iinvoice, notwithstanding, all and any legal obligations.

If any part of this Agreement shall be found to be or deemed illegal or invalid that part shall be severed and the remainder of the Agreement shall not be affected thereby.

iinvoice may upon giving thirty (30) days notice in writing to you assign all its right, title and interest in this Agreement to another person or corporation. You shall not be entitled to assign its right, title and interest in this Agreement.

This Agreement contains the entire Agreement between the parties. iinvoice reserves the right to vary this Agreement from time to time without the obligation to inform you.

Any matter not covered by this agreement will be determined at the discretion of iinvoice, notwithstanding all and any legal obligations.

IN WITNESS WHEREOF and wishing to be legally bound, the parties have signed this agreement by their duly authorised representatives.

Executed by the parties as an agreement:

**Signed for an on behalf of You**

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(Name of Business or Individual)

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Signature of Authorised Officer

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Name of Authorised Officer (Print Name)

In the presence of:

-----  
Signature of Witness

-----  
Name of Witness (Print Name)

**Signed for on behalf of E Funding Pty Ltd (ABN: 61 145 999 828), trading as iinvoice.**

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Signature of Authorised Officer

-----  
Name of Authorised Officer (Print Name)

In the presence of:

-----  
Signature of Witness

-----  
Name of Witness (Print Name)

**E Funding Pty Ltd**

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