

## CREDIT CARD REQUEST – SERVICE AGREEMENT (CCR-SA)

The following is your Credit Card Request Service Agreement with Aussie Broadband Limited. The agreement is designed to explain your obligations when undertaking a financial arrangement with Aussie Broadband. It also details what Aussie Broadband's obligations are to you.

Aussie Broadband recommends you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Credit Card Request (CCR).

### Definitions

- **Account** means the account held at *your financial institution* from which *we* are to arrange funds to be debited.
- **Agreement** means this Credit Card Request Service Agreement between *you* and *us*.
- **Debit Day** means the day that payment by *you* to *us* is due.
- **Debit Payment** means a particular transaction where a debit is made.
- **Credit Card Request** means the Credit Card Request between *us* and *you*.
- **Us** or **We** means Aussie Broadband, (the Debit User)
- **You** means the customer.
- **Your Financial Institution** means the financial institution of your credit card.

### Payment

By approving this Credit Card 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.

Payment is debited within 10 working days from the issue date on your invoice.

### Amendments by us

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

### Amendments by you

*You* may change, stop or defer a payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to: PO Box 3351 Gippsland Mail Centre VIC 3841 **or** by telephoning us on 1300 880 905 during business hours **or** arranging it through your own financial institution.

## **Your obligations**

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 *Credit Card Service Agreement*. We will continue trying to debit payment from your account daily until successful unless contact is made.

If there are insufficient funds in *your account* to meet a *debit payment*:

- (a) *you* may be charged a fee by *us*.
- (b) *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*.

*You* should check *your account* statement to verify that the amounts debited from *your account* are correct. If Aussie Broadband is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay Aussie Broadband on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## **Dispute**

If you believe that there has been an error in debiting *your account*, *you* should notify us directly on 1300 880 905 or in writing (email / post) as soon as possible so that we can resolve your query. Alternatively, you can take it up with your Financial Institution directly to resolve.

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 accordingly. We will also notify you in writing of the amount by which *your account* has been adjusted.

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 the finding in writing.

## **Accounts**

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

## **Confidentiality**

*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 Aussie Broadband 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.

*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).

## **Notice**

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to PO Box 3351 Gippsland Mail Centre VIC 3841 or email [accounts@aussiebroadband.com.au](mailto:accounts@aussiebroadband.com.au)

