

This is Your Credit Card Customer Service Agreement with **Aatrox Communications Pty Ltd ABN 91 622 636 266**. It explains what Your obligations are when undertaking a Credit Card Debit arrangement with us. It also details what our obligations are to You as Your Credit Card Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of Your Credit Card Debit Authority and should be read in conjunction with Your DDR authorizations.

Drawing Arrangements

- By signing a Credit Card Debit Authority or by providing us with a valid instruction, You have authorized us to arrange for funds to be debited from Your account. You should refer to the Credit Card Debit Authority and this agreement for the terms of the arrangement between us and You.
- We will advise you, in writing, of the details of your Aatrox Communications Pay Plan drawing arrangements (amount, frequency, commencement date) at least 14 calendar days prior to the first drawing.
- If the debit day falls on a day that is not a banking day, we may direct Your financial institution to debit Your account on the following banking day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.
- A processing fee of \$0.30 + 1.75% of your monthly account will be added to your monthly account.
- We may vary any details of this agreement or a Credit Card Debit Authority at any time by giving You at least fourteen (14) days written notice.
- We reserve the right to cancel the Aatrox Communications Pay Plan drawing arrangements if three (3) or more drawings are returned unpaid by Your nominated Financial Institution and to arrange with you an alternate payment method.
- We will keep all information pertaining to Your nominated account at the Financial Institution private and confidential.

Your Rights

- We will only arrange for funds to be debited from Your credit account as authorized in the Credit Card Debit Authority.
- We will only arrange for funds to be debited from Your credit account if we have sent to the address nominated by You in the Customer Account Application Form, a billing advice which specifies the amount payable by You to us and when it is due.
- You may change* stop or defer a debit payment, or terminate this agreement by providing us with at least 15 days notification by writing to Aatrox Communications, 6 Beatrice Avenue Heidelberg West VIC 3081 or by telephoning us on **03 8397 2990** during business hours; or arranging it through Your own financial institution, which is required to act promptly on Your instructions.
*Note: in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising us of Your new account details.
- If You believe that there has been an error in debiting Your account, You should notify us directly on **03 8397 2990** and confirm that notice in writing with us as soon as possible so that we can resolve Your query more quickly. Alternatively, You can take it up directly with Your financial institution.
 - 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 (including interest and charges) 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 this finding in writing.
- We will keep any information (including Your account details) in Your Credit Card Debit Authority 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 unauthorized 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;
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

Your Responsibilities

- It is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a debit payment to be made in accordance with the Credit Card Debit Authority.
- If there are insufficient clear funds in Your account to meet a debit payment:
 - (a) You may be charged a fee and/or interest by Your financial institution;
 - (b) You may also incur fees or charges imposed or incurred by us; and
 - (c) You must arrange for the debit 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 debit payment.
- You should check Your account statement to verify that the amounts debited from Your account are correct
- You should check:
 - (a) With Your financial institution whether credit account debiting is available from Your account as credit card debiting is not available on all accounts offered by financial institutions.
 - (b) Your account details which You have provided to us are correct by checking them against a recent account statement; and
 - (c) With Your financial institution before completing the Credit Card Debit Authority if You have any queries about how to complete the Credit Card Debit Authority.
- It is Your responsibility to ensure that the authorization given to draw on the nominated account, is identical to the account signing instruction held by the Financial Institution where the account is based.
- It is Your responsibility to advise us if the account nominated by you to receive the Aatrox Communications Pay Plan drawings is transferred or closed.
- It is Your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Aatrox Communications Pay Plan drawing.

Notice

- If You wish to notify us in writing about anything relating to this agreement, You should write to **Aatrox Communications, 6 Beatrice Avenue Heidelberg West VIC 3081** or by telephoning us on **03 8397 2990** during business hours;
- We will notify You by sending a notice in the ordinary post to the address You have given us in the Customer Account Application Form
- Any notice will be deemed to have been received on the third banking day after posting.