

The following is your Credit Card Request Service Agreement with Buddy Telco Pty Ltd. The agreement is designed to explain your obligations when undertaking a financial arrangement with Buddy Telco. It also details what Buddy Telco's obligations are to you. Buddy Telco 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.
- Banking Day means a day other than a Saturday, Sunday or Public Holiday 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.
- Credit Card Request means the Credit Card Request between us and you.
- Us or We means Buddy Telco, (the Debit User) you have authorised by approving a Credit Card Request Authority.
- You means the customer who signed the Credit Card Request Authority.
- Your Financial Institution means the financial institution nominated by you on the Credit Card Request Authority at which the account is maintained.

Debiting your account

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 the Credit Card Request Authority and 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 the Credit Card Request Authority.

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

Amendments by us

We may vary any details of this agreement or a Credit Card Request Authority at any time by giving you at least fourteen (14) days written notice.

Amendments by you

You may change, stop or defer a debit 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 contacting our team via Live Chat 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 direct debit payment to be made in accordance with the Credit Card Request Authority.

If there are insufficient 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. If Buddy Telco is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Buddy Telco 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 via Live Chat, email or 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 (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 the finding in writing.

Accounts

You should check:

- a. with your Financial Institution whether direct debiting is available from your account as direct 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 Request Authority if you have any queries about how to complete the Credit Card Request Authority.

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 Buddy Telco 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;
Buddy Telco Pty Ltd
PO Box 3351
Gippsland Mail Centre VIC 3841
- or email accounts@buddytelco.com.au