

DIRECT DEBIT SERVICE AGREEMENT

1. ABOUT

This Service Agreement defines specific terms which apply to customers utilising Adam Internet Direct Debit facilities.

2. APPLICATION

We will provide Direct Debit facilities to you pursuant to the terms and conditions set out in this Service Agreement which form part of and must be read subject to our Standard Form of Agreement found at www.adam.com.au/legal. To the extent of any inconsistency between this Service Agreement and the Standard Form of Agreement, this Service Agreement will prevail.

3. DEFINITIONS

Capitalised terms have the meaning set out in our Standard Form of Agreement, and in this Service Agreement, the following definitions apply, unless the context requires otherwise.

Agreement or our Agreement	means the agreement between you and us for the Service(s), comprising the terms stated in your Application Form, the Standard Form of Agreement, the Conditions of Service, this Service Agreement and Schedule of Charges.
Business Day	means any day between Monday and Friday, excluding days which are public holidays in South Australia.
Business Hours	means 9.00am to 5.30pm Monday to Friday, excluding days which are public holidays in South Australia.
Bulk Electronic Clearing System	means a system used to manage the exchange and settlement of bulk electronic low value transactions.
Direct Debit	means the deduction of funds directly from a nominated bank account.
Direct Debit Request	means the authorisation of payment(s) to be taken by Adam Internet using Direct Debit either as a single payment authorisation or a recurring payment authorisation.
Schedule of Fees and Charges	means our price list for Services and administrative fees and charges payable in accordance with our Agreement, as displayed on our Website.

Service(s)	means a product or service which we have agreed to supply to you as stated in your Application.
we, our or us	means Adam Internet Pty Ltd.
you or your	means the current account holder for the DSL Service.

4. USE OF DIRECT DEBIT

- 4.1 By agreeing to the Direct Debit Request, you hereby request and authorise Adam Internet to arrange for funds to be debited from your account in accordance with the Agreement we have with you.
- 4.2 We will arrange for funds to be debited from your account:
- (a) as requested and authorised in the Direct Debit Request; or
 - (b) according to any notice sent to you specifying the amount payable and the date the payment is due; or
 - (c) in accordance with this Service Agreement.

5. LIMITATIONS OF DIRECT DEBIT

- 5.1 The payment will be deducted by Adam Internet from your nominated account on the payment due date. If the due date for the payment falls on a non-working day or a national public holiday, the payment will be processed on the next Business Day.
- 5.2 It is your responsibility to ensure that you have sufficient funds in the nominated account when payments are to be drawn by Adam Internet. If you do not have sufficient funds available, then your Service may be suspended. In the event of returned unpaid transactions we reserve the right to pass on to you any fees that we incur from your financial institution and to charge you a Direct Debit Dishonour Fee as set out in the Schedule of Fees and Charges.
- 5.3 You should be aware that:
- (a) direct Debiting through Bulk Electronic Clearing System is not available on all accounts;
 - (b) account details should be checked with your financial institution to ensure they are up to date; and
 - (c) it is your responsibility to advise us if your nominated account is altered, transferred or closed.

6. PRIVACY AND SUPPORT

- 6.1 If you believe there has been an error in debiting your account, you should contact the Adam Internet Helpdesk on 08 8423 4000 during Business Hours. We will attempt to resolve any errors as promptly as possible.

- 6.2 Your records and account details will be kept private and confidential and will only be disclosed by Adam Internet at your request or the request of the financial institution in connection with a claim made concerning an alleged incorrect or wrongful debit, or as otherwise required by law.
- 6.3 For all matters relating to the Direct Debit arrangement on your account, including deferment of, or alteration to, or stopping or cancelling any of the debit arrangements, please contact the Adam Internet Helpdesk during business hours.