



Tel: 03 9735 2069
Fax: 03 9735 2082
207 Main St, Lilydale, VIC, 3140
Web: www.earthlink.com.au

Direct Debit Request

This form is used to authorise recurring payment of your Earthlink Internet Services account by direct debit from your bank account. On completion, please return this page to us by fax or mail as shown above. eMatters provides this direct debit service for and on behalf of Earthlink Internet Services. Contact Earthlink Internet Services if you have any questions regarding this agreement.

**Request and Authority to debit the account named below to pay
Reverence Pty. Ltd. T/A Earthlink Internet Services.**

Insert Company or Individual Name and contact address. _____("you")
of _____

_____("address")
request and authorise eMatters (User ID Number 153230) to arrange for any amount Earthlink Internet Services may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement (and any further instructions provided below).

Insert the name and address of financial institution at which account is held
Financial Institution Name : _____
Address : _____

Insert details of account to be debited
Account Name : _____
BSB : _____ - _____
Account Number : _____

Acknowledgment
By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you, Earthlink Internet Services and eMatters as set out in this Request and in your Direct Debit Request Service Agreement.

Frequency of debits
Debits may be made fourteen days after the issue of a billing advice.

Insert your signature and date
Signature _____
(If signing for a company, sign and print full name and capacity for signing e.g. director)
Date _____

Fax: 03 9735 2082



Direct Debit Request Service Agreement

Definitions	<p>account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between you and us.</p> <p>business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by you to us is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>us or we means Earthlink Internet Services.</p> <p>you means the customer who signed the direct debit request.</p> <p>your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.</p>
1. Debiting your account	<p>1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.</p> <p>1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.</p> <p>1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.</p>
2. Changes by us	<p>2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.</p>
3. Changes by you	<p>3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us in writing at Direct Debit Manager, Earthlink Internet Services, 207 Main St, Lilydale, Melbourne, Victoria, 3140.</p> <p>3.2 If you wish to stop a debit payment you must notify us in writing at least four (4) days before the next debit day. This notice should be given to us in the first instance.</p> <p>3.3 You may also cancel your authority for us to debit your account at any time by giving us four (4) days notice in writing before the next debit day. This notice should be given to us in the first instance.</p>
4. Your obligations	<p>4.1 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 direct debit request.</p> <p>4.2 If there are insufficient clear funds in your account to meet a debit payment:</p> <ul style="list-style-type: none"> (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. <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct.</p>
5. Dispute	<p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (03) 9735 2069 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</p> <p>5.2 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.</p> <p>5.3 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.</p> <p>5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.</p>
6. Accounts	<p>6.1 You should check:</p> <ul style="list-style-type: none"> (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 direct debit request if you have any queries about how to complete the direct debit request.
7. Confidentiality	<p>7.1 We will keep any information (including your account details) in your direct debit request 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 unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (a) for the purposes of this agreement (including disclosing information in connection with any query or claim).
8. Notice	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write the Direct Debit Manager, Earthlink Internet Services, 207 Main St, Lilydale, Melbourne, Victoria, 3140.</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.</p> <p>8.3 Any notice will be deemed to have been received two business days after it is posted or emailed.</p>