



Request and Authority to debit the account named below to pay Bill Buddy Pty Ltd

Place a tick in this box if this form is providing new account details for an existing customer.

Request and Authority to Debit

Surname/Company Name:

Given Names or ACN/ABN:

Request and authorise Bill Buddy Pty Ltd (the User)(User ID number 320813) to arrange for any amount Bill Buddy Pty Ltd 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 Service Agreement [and any further instructions provided below].

If debiting an account other than a credit card insert details here

Financial Institution's Name:

Financial Institution's Address:

Name of account:

BSB Number:

-

Account Number:

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Bill Buddy Pty Ltd as set out in this Request and in your Direct Debit Request Service Arrangement. Further, you expressly authorise Bill Buddy Pty Ltd to draw any fees under clause 10 of the Direct Debit Request Service Agreement from the account nominated in this form.

If debiting a credit card account insert details here

Name as it appears on card:

Card Number:

Expiry Date:

/

Card Type:

Mastercard Visa Bankcard

*****Please note that any credit card transactions will appear on your statement as "Bill Buddy"*****

Acknowledgement

By signing this Direct Debit Request you authorise Bill Buddy Pty Ltd to enter a charge against your nominated credit card for an amount and frequency directed by the Biller indicated in the "Biller User Only" section at the bottom of this form. I understand that any credit card transactions will appear on my statement as "Bill Buddy". Furthermore you agree to reimburse Bill Buddy Pty Ltd for any successful claims made by the cardholder through their financial institution against Bill Buddy Pty Ltd.

Signature of All Account/Card Holders

(If Signing for a company, sign and print full name and capacity for signing, eg. Director)

Signature

Date

Address

Biller Use Only

Biller ID: 5 6 1 0 1

Biller Name: Graphics Online Pty Ltd

Name of Biller representative completing this form:

Contact Phone: 07 55 030 477

Biller/Bill Buddy Use Only (to be completed by person who creates this DDR in the OPS - this may be the Biller or Bill Buddy)

Entered by:

Date Entered:

DDR ID:

Complete this section for non credit card accounts

Complete this section for credit card accounts



Direct Debit Authority

Business Name Contact Name:

Address

Email Website:

Telephone: (Bus) Mob

Business Type

Where did you hear about Graphics Online?

Payment method: Direct Bank Account Debit Credit Card *

* (credit card incurs a 2.5% fee)

Automatic Payment Facility:

I/We request Graphics Online to arrange the amount that falls due on the Graphics Online invoices (credit card incurs a 2.5% fee) to be debited from my/our nominated account at the financial institution shown on attached Bill Buddy form commencing on the date this form is signed and dated (shown below). Direct debit details to be included on attached Bill Buddy form.

Set up fee

Monthly fee for minimum of months

By signing this form you acknowledge having read and understood the Terms and Conditions attached overleaf as Annexure B governing the relationship between you and Graphics Online and the authority for Graphics Online to directly debit your nominated account

Signature(s) of the Merchant/Customer

(Please note – If a Company the signature of a Director and Director/Secretary is required) (If a Sole Director Company then the signature of the Sole Director is required)

Signature(s)

Witness Date ___/___/___

Signed on behalf of Graphics Online Pty Ltd

Date ___/___/___



Annexure B TERMS AND CONDITIONS

Definitions

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this direct debit service agreement between you and us.

Banking Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Customer means you.

Debit Day means the day that payment by you to us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Authority means the authority to directly debit the Customer's nominated account.

Financial Institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

Registration Form means the form which details the Customer's particulars and agreement to the Merchant Agreement Terms and Conditions and the direct debit authority between Graphics Online and the Customer.

1. Debiting the Customer's Account

(a) By signing the Registration Form, the Customer has authorised Graphics Online to arrange for funds to be debited from the Customer's Account. The Customer should refer to the Registration Form and this Agreement for the terms of the arrangement between Graphics Online and the Customer.

(b) If the Debit Day falls on a day that is not a Banking Day, Graphics Online may direct the Customer's Financial Institution to debit the Customer's Account on the following Banking Day. If the Customer is unsure about which day the Customer's Account has or will be debited, the Customer should ask its Financial Institution.

2. Variations to the Agreement

(a) Graphics Online may vary any details of this Agreement at any time by giving the Customer at least fourteen (14) days written notice.

(b) A Direct Debit Authority remains in force until the contract date has been reached. After the contract date, the monthly payment goes to a month to month arrangement and if the client wishes to make a change to this then notice must be provided in writing to Graphics Online.

3. Customer's obligations

(a) Once the Customer has agreed to use direct debit for payment

of the Customer's Graphics Online accounts, the Customer must have sufficient funds in the Customer's Financial Institution Account on the Debit Day to cover the amount shown on the Customer's Graphics Online account, or to cover the Customer's agreed payment deduction.

(b) If there are insufficient funds, the Customer's Financial Institution may charge a fee that the Customer will be obliged to pay.

(c) If the Customer's Financial Institution rejects the deduction, the Customer may incur a Graphics Online charge to cover administration costs. If the Customer has two consecutive rejections, Graphics Online may cancel the Customer's direct debit arrangements without further notice.

4. Dispute

(a) If the Customer believes that there has been an error in debiting the Customer's Account, the Customer should notify Graphics Online immediately.

(b) Any queries the Customer may have about an error made in debiting the Customer's Account should be directed to Graphics Online in the first instance so that Graphics Online can attempt to resolve the matter.

(c) If Graphics Online cannot resolve the matter, the Customer can still refer it to the Customer's Financial Institution which will obtain details from the Customer of the disputed transaction and may lodge a claim on the Customer's behalf.

5. Accounts

The Customer should check:

(a) with the Customer's Financial Institution whether direct debiting is available from the Customer's Account;

(b) the Customer's Account details which the Customer has provided to Graphics Online are correct; and

(c) with the Customer's Financial Institution before completing the Direct Debit Authority if the Customer has any queries about how to complete the Direct Debit Authority.

6. Privacy

1.o The Customer acknowledges that Graphics Online collects and stores information relating to the Customer

1.p The Customer authorises Graphics Online to collect such information for verification and record keeping purposes only.

1.q Graphics Online warrants that only authorised personnel will be able to access this information.

This contract is subject to the terms and trading conditions for Graphics Online Pty Ltd (ACN 098 641 108) as trustee for The Hatton Family Trust (ABN 940 9499 5341). Further terms and conditions are available on our website www.graphicsonline.com.au/terms

1) Quoted prices expire 2 months from the above date. 50% deposit on acceptance of quotation the balance to follow on final sign off. (Unless otherwise arranged). Please note any changes to the brief will invalidate these quoted prices. Prices and times estimated are subject to final inspection of code, graphics, files and materials supplied and may vary. All author's corrections or changes to scope after initial concept/site plan or design has been approved and signed off will be charged for at our standard hourly rate. You the valued client agrees to accept responsibility for costs incurred as a result of your neglect after signing off.

2) Any computer files created in the production of this job remain copyright of Graphics Online Pty Ltd ©2008 with the exception of graphical designs which have shared copyright ownership between you the client and Graphics Online Pty Ltd, unless otherwise arranged. You may not redistribute, sell or reverse engineer versions of this software. The software whether on disk or on any other media is licenced, not sold, to you by Graphics Online Pty Ltd. This licence allows you to use one copy of the software on a single domain name at a time on the Graphics Online Server Hosting package provided you are paying any hosting or monthly fees due to Graphics Online. Graphics Online Pty Ltd retains ownership of and Intellectual property for the software itself. You may make a transfer of all of your licence rights to Graphics Online Pty Ltd to another party provided that you do not retain any copies of the software, full or partial and that the party receiving the software reads and agrees to accept the terms of this licence. Your rights under this licence will terminate automatically without notice if you

fail to comply with these terms. Upon termination you shall cease use of the software. Aside from the laws limitations in no event shall Graphics Online Pty Ltd be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses arising out of or related to your use or inability to use this software however caused, regardless of the theory of liability (contract or otherwise).

You expressly acknowledge and agree that use and performance of the software is at your sole risk. The software is provided 'AS IS', with all faults and without warranty of any kind. No written information or advice given by Graphics Online Pty Ltd shall create a warranty. Graphics Online Pty Ltd does not warrant that the software will be uninterrupted or error-free or that defects in the software will be corrected. Should the software be defective you assume the entire cost of all necessary servicing, repair or correction.

3) Graphics Online CMS is designed to run on the Graphics Online Hosting package. If it is required to be hosted on other 3rd party servers Graphics Online cannot guarantee all features will operate correctly as this depends on what software and systems are available on this 3rd party hosting package. An additional quote will be supplied to install an encrypted software on this 3rd party hosting solution.

4) The completion date for a website is a maximum of 8 weeks from the date of the deposit being received. If a website project is delayed by you the client by way of you not supplying necessary content or not contacting Graphics Online with answers to designers or programmers queries or you not supplying necessary user-names, passwords or registry keys or you not signing off designs within a reasonable time frame then the website is deemed to be finished and full payment is required.



Direct Debit Request Service Agreement

By signing our Direct Debit Request you acknowledge and agree to the following terms and conditions:

1. You authorise Bill Buddy to debit your nominated account in the manner specified by your Biller. Your Biller is the organisation providing you with the product or service for which we are debiting your account.
2. We will provide you with at least 14 days prior notice in writing if we propose to vary any of the terms of the debit arrangements in place between us.
3. You should contact your Biller if you wish to defer or alter any of the debit arrangements.
4. You will need to advise us in writing if you wish to cancel a Direct Debit Request. Such notice should be delivered to us at least one working day before the due date for payment or as otherwise stipulated in our Terms and Conditions.
5. If you wish to dispute any Debit Item you should refer to us in the first instance and we will seek to resolve the matter with you. If we cannot resolve the dispute you can contact your financial institution at which your nominated account is held. Your financial institution will then commence a formal claims procedure on your behalf.
6. Some financial institution accounts do not facilitate direct debits. If you are uncertain, you should check with your financial institution before signing a Direct Debit Request, to ensure that your nominated account is able to receive direct debits through the Bulk Electronic Clearing System.
7. Before completing the Direct Debit Request, you should check the details of your nominated account against a recent statement from your financial institution, to ensure that your account details are correct.
8. You agree that it is your responsibility to have sufficient cleared funds in your nominated account by the due date to enable payment of Debit Items in accordance with the directions of your Biller.
9. We will initiate the Debit Item on the due date as advised by your Biller. If the due date for payment falls on a day which is not a business day in Queensland, then the Debit Item will be processed on the next business day. You should enquire directly with your financial institution if you are uncertain as to when the Debit Item will be processed to your account.
10. If a Debit Item is returned unpaid by your financial institution, you authorise us to present a further debit for payment. Furthermore you authorise Bill Buddy to debit your account for our Dishonour Charge.
11. We will ensure the details of your personal records and account details held by us remain confidential. However, if you lodge a claim in relation to an alleged incorrect or wrongful debit, it may be necessary for us to release such information to your financial institution or its representative, or to our financial institution or its representative to enable your claim to be assessed.