



Take care of your customers while we take care of your payments.

Ezidebit Client Service Agreement



Please read the following information carefully

- To avoid processing delays please ensure your application is complete and the following documents have been attached:
 - Included a copy of the Business Registration Certificate and Certificate of Incorporation
 - Provided a copy of your Identity Card or Passport of your company Directors
 - Provided a copy of your Bank Statement
 - Agreement signed by an Authorised Signatory of the Business
 - All fields completed and pages 3 through 6 initialled
- Please contact Sales on +617 3124 5500 ext 3 for any queries related to your Application.
- Please send the completed Application Form and other requested documentation to Ezidebit by scanning and emailing to sales@ezidebit.com.au.

Your Business Details



Business Details

Company Name:

Trading Name:

Postal Address:

Suburb: State: Postcode:

Phone: Fax: Mobile:

Public Phone:

Description of the Goods & Services you offer:

Management Software:

Mindbody ID:

Preferred Contact Name: Email:

Secondary Contact Name: Email:

Please keep me up to date with the latest Ezidebit product releases by email

Owner / Officer Information

Name:

Address:

Postal Address:

Suburb: State: Postcode:

Phone: Fax: Mobile:

About Your Service Please fill out the sections below so that we can better understand your business:

Q1. What are the average and maximum transaction sizes that your business will be taking as payment?
Average Amount (HKD\$): Maximum Amount (HKD\$):
Ezidebit encourages low value, regular recurring payments, and may apply a transaction limit to your account.

Q2. On average, how many transactions are you expecting to process through Ezidebit per month?

Q3. What is the average and maximum number of days between payment and complete delivery of your product/service?
Please note that complete delivery includes the length of time a customer has to use the service.
Average: Maximum:

Please note that Ezidebit may apply limits on how far in advance payments may be taken, and the length of time a customer has to use a pre-purchased service.

Debit from Credit Card Accounts



1. Direct debit fees: You have the option to choose who pays the fees.

	Fees		My Business will pay this fee	My Customer can pay this fee
Visa/MasterCard:	2.95%	Min: \$3.50	<input type="checkbox"/>	<input type="checkbox"/>
International Card:	3.95%	Min: \$3.50	<input type="checkbox"/>	<input type="checkbox"/>

NB: Ezidebit will appear on the customer's credit card statement for credit card transactions.
* Minimum fee per transaction charged if the percentage amount would otherwise be lower.

2. Settlement account details: Which account do you want the funds to be deposited in?

We require a copy of your Bank Statement or Voided Cheque for this Account

Financial Institution:

Branch:

How does the name appear on your statement?

Account Name:

Bank Code: Account Number:

Merchant Agreement

1. Client Service Agreement

This Agreement is made on the day of 20

BETWEEN Ezidebit HK Ltd (Ezidebit) of 18/F Edinburgh Tower - The Landmark
15 Queen's Road, Central Hong Kong

A Company duly incorporated and organised under the laws of The Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong");

AND

(Name of Company or Business)

Companies must supply a copy of the Business Registration Certificate and Certificate of Incorporation

Having its/your principle place of business at:

Having its/your Registered office at:

Providing goods and/or services as described in detail below:

("THE BUSINESS")

Hereafter to be jointly referred to as (the "Parties") and individually as a ("Party");

Terms and Conditions

IT IS HEREBY AGREED as follows



1. DEFINITIONS

"Agreement" means this Merchant Agreement.

"Business" means you, the client, as outlined in Schedule 1.

"Chargeback" refers to the return of funds to a customer, forcibly initiated by the issuing bank to settle a transaction dispute.

"Customers" mean the clients or customers of you, the Business, who make payments to you.

"Direct Debit Request" means the separate Direct Debit Request Form, also referred to as a "Credit Card Request" or "Credit Card Authority", used to obtain authority from the customer to debit payments as per agreed schedule.

"Dishonour" means a direct debit attempt that was unsuccessful.

"Ezidebit" means:

Ezidebit HK Ltd
18/F Edinburgh Tower,
The Landmark, 15 Queens Rd
Central Hong Kong

2. ENGAGEMENT

- (a) The Business hereby retains and appoints Ezidebit as The Business's billing agent to provide billing services for its customers' payments subject to the terms and conditions of this Agreement.
- (b) The Business agrees they will advise Ezidebit if, during the currency of this agreement, they appoint another party to provide a similar or identical service to that provided by Ezidebit under the terms and conditions of this Agreement.

3. REPRESENTATIONS AND COVENANTS

The Business warrants:

- (a) That it is a duly incorporated company or registered business, or acts as a business.
- (b) That it/they has/have the capacity and authority to enter into this Agreement.
- (c) Those customers/clients of The Business have/will provide all necessary authorities and approvals to The Business to enable The Business to authorise Ezidebit to collect fees or payments on their behalf.
- (d) That it is not currently insolvent or bankrupt, and will not be during the currency of this Agreement. Should, during the currency of this Agreement, The Business be declared bankrupt or become insolvent, The Business will advise Ezidebit of this occurrence within seven (7) days from the date of bankruptcy or notification of insolvency.

4. INDEMNITY

- (a) The Business shall release and indemnify, hold Ezidebit harmless from and against all liability, claim or damages by any person arising in any way from:
 - (i) the collections of the customers' payments by Ezidebit

on behalf of The Business where such liability, claim or damages do not result from negligence, misconduct, fraud or dishonesty of Ezidebit and its employees;
(ii) the non payment of the Ezidebit Fees by The Business;
(iii) a failure by The Business to comply with any obligation owed to Ezidebit under or in connection with this Agreement;
(iv) a failure by The Business to provide correct information;
(v) a claim that a payment, obligation transaction or transfer in connection with a Service Fee is void or voidable under any law relating to insolvency or bankruptcy;
(vi) the occurrence of any event described in clause 11 below.

5. FEES

- (a) Service fees will be charged by Ezidebit (the "Service Fee") for each transaction submitted on behalf of The Business.
- (b) A schedule of Service Fees is outlined within this Agreement.
- (c) The Business agrees that Ezidebit has the right to amend the Service Fees at any time upon giving the Business 14 days written notice.
- (d) The Business acknowledges and consents to Ezidebit retaining, as its own property, and as part of its income under this Agreement, the interest earned on Customer Fees in the Ezidebit Trust Account.
- (e) A Minimum Monthly Fee amount may be calculated at the end of a calendar month. If the total amount of fees paid by The business or its customers is less than the minimum monthly fee then the difference will be applied to The business's account.

6. DESCRIPTION OF SERVICE

- (a) Ezidebit will act as billing agent for The Business.
- (b) The services provided by Ezidebit are administrative and do not extend to the provision of any services or benefits except as specified in this Agreement.
- (c) It is understood that:
 - (i) Ezidebit will collect repayments and any fees and interest owed by customers of The Business as authorized "Customer Fees" in writing from time to time by the Business, subject to the customer of The Business signing a valid Authority to Accept Direct Debit Requests (Bank Account and Credit Cards Only);
 - (ii) Customer Fees so collected will be held within the Ezidebit Trust Account until deemed "Cleared Funds";
 - (iii) subject to clause 5(d) below, Customer Fees will subsequently be electronically transferred promptly to the account nominated by The Business, supported by a transaction listing from Ezidebit listing all the Customer Fees collected individually;
 - (iv) Ezidebit will collect any additional payments from the customer as directed by The Business;
 - (v) Ezidebit will credit the Customer Fees to the account nominated by The Business AND will change any payment arrangements only when instructed in writing by The Business.
 - (vi) the Business agrees to pay the Service Fees to Ezidebit as per the Schedule signed, a copy of which accompanies

this Agreement, and the Business hereby authorises Ezidebit to deduct the Service Fees from the funds held in the trust account.

(vii) service Fees may be reviewed periodically by Ezidebit and any changes communicated to The Business.

- (d) The Business acknowledges and agrees that Ezidebit may hold Customer Fees, and not transfer them to The Business's nominated account if Ezidebit for any reason whatsoever suspects that The Business has acted in a fraudulent or illegal manner in relation to its operations. Ezidebit reserves the right to hold such monies for a period of six (6) months from the date of receipt, and The Business agrees to provide Ezidebit with such information as it requests to determine whether the Customer Fees should lawfully be paid to The Business. If Ezidebit is not so satisfied that The Business has not acted without fraud or illegality then Ezidebit may return the Customer Fees to the Customer, and The Business shall have no further right or claim against Ezidebit for not transferring the Customer Fees to The Business.

7. MATERIAL PROVIDED

Ezidebit will provide to The Business:

- (a) Customer brochures for supply to Customers (upon request);
- (b) Training Manual (upon request);
- (c) Authority to Accept Direct Debits forms.

8. DIRECT DEBIT FORMS

- (a) The Authority to Accept Direct Debits forms will be provided to The Business in electronic format containing the Ezidebit logo.
- (b) The Business acknowledges and agrees that the Authority to Accept Direct Debits is personal to Ezidebit and no other direct debit company or institution shall have the right, permission or authorization to conduct debit transactions from customer accounts.
- (c) The Business acknowledges and agrees that any debit transaction conducted by any institution or company without authorisation will be in breach of this Agreement and not a valid transaction.
- (d) The Business will store all Authority to Accept Direct Debits in a safe and secure place for up to seven (7) years, or until delivered to Ezidebit, whichever is the sooner.

9. SELF SERVE DIRECT DEBITS

- (a) Where The Business has adopted the Self Serve Direct Debit approach, then The Business acknowledges and agrees:
 - (i) by signing this Client Service Agreement, The Business accepts responsibility for the collection and seven (7) year storage of all Authority to Accept Direct Debits used for Self Serve Direct Debits;
 - (ii) to provide Ezidebit with the original or a copy (whichever is requested by Ezidebit) of any of the Authority to accept Direct Debits within twenty-four (24) hours notice of the request. Failure to provide a signed Authority to Accept Direct Debits may result in a loss of Direct Debit funds and also a suspension of all Direct Debit services.
- (b) For the purposes of this clause 8, "Self Serve Direct Debits" means either:
 - (i) the Business adopts a manual, "do it yourself" system with Ezidebit's consent, whereby they have the customer

complete the Authority to Accept Direct Debits and perform all data entry via the Ezidebit Online secure website found at www.ezidebit.com.au on the terms and conditions described on that website; or

(ii) the Business uses software which incorporates electronic access to the Ezidebit services.

- (c) For the purposes of this Agreement, where The Business adopts the Self Service Debit approach referred to in clause 8(b)(ii), then The Business acknowledges that the software contains confidential information, which is the property of Ezidebit, and The Business acknowledges that the provisions of clause 18 shall apply to this confidential information.

10. Electronic Direct Debit Requests (DDR)

- (a) You agree that you will only refer Electronic DDRs to those Customers with which you have an ongoing relationship.
- (b) Ezidebit reserves the right to cease or halt your Direct Debits or reject any Electronic DDR if at any time Ezidebit believes that the relevant Customer or any other person has acted fraudulently in connection with the Electronic DDR.
- (c) You will indemnify Ezidebit from and against every liability, claim or damages suffered or incurred by Ezidebit (including without limitation claims brought by your Customers) arising in any way from the submission of an Electronic DDR.
- (d) Ezidebit is not liable for and you release Ezidebit from all liability in tort, contract, bailment or otherwise in respect of any loss, damage, expense or injury arising out of or in connection with the use of Electronic DDRs.

11. OBLIGATIONS OF THE BUSINESS

- (a) The Business shall one (1) working day prior to customers' debit date:
 - (i) provide Ezidebit with all Authority to Accept Direct Debits completed and signed by any new customers from whom payments are to be collected by Ezidebit.
 - (ii) where a customer is changing the account details to a bank / institution different from that nominated on the original Direct Debit request, provide to Ezidebit the required amendment from detailing the new account details completed and signed by the customer.
- (b) The business acknowledges that Ezidebit must receive notification of any cancellations / variations one (1) working day prior to the designated Debit date.
- (c) The Business will provide Ezidebit with thirty (30) days notice in writing of any intention to cease utilising the services of Ezidebit. Ezidebit has the right to charge normal Service Fees for the duration of this period to The Business.

12. LIABILITY

Ezidebit will not accept liability for any loss, damage or expenses incurred by The Business or a customer in the event of:

- (a) Debits conducted from an incorrect Bank Account or Credit Card where this information was supplied by The Business or its customers;
- (b) A delay in new or corrected information being received by Ezidebit;
- (c) Incorrect days, months, years being nominated by The Business or a customer;

- (d) The interpretation of an Authority to Accept Direct Debits or amendment being incorrect;
- (e) Any and all bank fees and charges as incurred by any and all parties in respect to a direct debit where any of the events described in this clause 11 have taken place;
- (f) Any misuse or theft of the Authority to Accept Direct Debits or information contained in the Authority to Accept Direct Debits, regardless of how this occurs.

Provided however, that:

- (a) The Business acknowledges that in signing this Agreement it is not relying on any representations made by Ezidebit or any of its employees or agents, other than those contained in this Agreement.
- (b) Ezidebit shall have no liability in respect of any failure of the direct debit facility or any of its operations or processes due to or as a consequence of:
 - (i) any accident, neglect or misuse by The Business;
 - (ii) any failure of any computer system whether it be the system of The Business, the computer system(s) in which Ezidebit places the software to operate the system, or the computer hardware of other related computer systems and servers that hosts the Ezidebit website, or other related websites;
 - (iii) the input of any incorrect information in the direct debit facility by The Business.
- (c) Where legislation implies in this Agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of any liability under such condition or warranty, the conditional warranty shall be deemed to be included in this Agreement. However the liability of Ezidebit for any breach of such conditional warranty shall be limited at the option of Ezidebit to one or more of the following:
 - (i) If the breach relates to goods;
 - (ii) the replacement of the goods or the supply of equivalent goods;
 - (iii) The repair of such goods;
 - (iv) The payment of the cost of replacing the goods or of acquiring the equivalent goods; or
 - (v) The payment of the cost of having the goods repaired
 - (vi) if the breach relates to services:
 - The supply of services again; or
 - The payment of the cost of having the services supplied again

13. REFUNDS

- (a) Ezidebit will NOT enter into any agreement that requires Ezidebit to transfer funds to a customer as a refund.
- (b) All funds, once debited from a customer's account, belong to The Business and will therefore be transferred to The Business's nominated account as defined in clause 5 (c) (iii).
- (c) The Business acknowledges and agrees that it is its obligation to determine and, where required, refund funds to their customers.

14. INACTIVE AUTHORITY TO ACCEPT DIRECT DEBITS

An Authority to Accept Direct Debits will be considered inactive and will be cancelled by Ezidebit if:

- (a) The direct debit is weekly, fortnightly, 4 weekly or monthly and;

- (b) There has been no debit conducted on the account for a period of six months or more.

15. DISPUTES, CLAIMS and DISHONOURS

In the event that a customer of The Business disputes a direct debit or has a dishonour:

- (a) The Business acknowledges and agrees that it is The Business' responsibility to deal with such query, and The Business will take all reasonable steps to ensure that customer is made aware that the query is to be directed to The Business and not Ezidebit;
- (b) The Business consents and agrees that should a customer first contact Ezidebit, Ezidebit will, as allowed to by law, direct the customer to contact The Business or their nominated representative, directly on the nominated email or contact points as advised by The Business;
- (c) Should Ezidebit receive a claim in relation to a direct debit, Ezidebit will in the first instance supply to the claimant's financial institution all documents as permitted and requested by the claimant's Financial Institution;
- (d) The Business acknowledges that Ezidebit may not notify the Business of any claim made by a customer;
- (e) Ezidebit may from time to time request and The Business agrees that it will supply all documents, billing accounts, contracts and all source documents that may be required to satisfy any such claim;
- (f) Should a claim be successful, Ezidebit will advise The Business immediately upon notification and The Business undertakes to refund to Ezidebit any and all funds paid by Ezidebit in respect to a claim;
- (g) The Business agrees to make payment to Ezidebit of funds due and owing to Ezidebit pursuant to clause 14(f) within fourteen (14) days of being notified by Ezidebit.
- (h) Ezidebit reserves the right to deduct the amount of any such claim or late dishonour from monies held in trust in the first instance, unless another form of payment has been agreed to by both Ezidebit and The Business.

16. CHARGEBACKS

- (a) Ezidebit may refuse to accept, or may chargeback any transaction if:
 - (i) the transaction is invalid;
 - (ii) the transaction is deemed to be not for The Business that this service is provided to;
 - (iii) the transaction is fraudulent;
 - (iv) the cardholder claims the transaction is invalid or disputes liability for any reason.
- (b) Chargebacks may be processed against your nominated account up to twelve (12) months after the date of the original transaction.
- (c) The Business will be informed of any chargebacks via email.
- (d) Transactions which are invalid or which the cardholder claims are invalid or disputes for any reason will be charged back to the business's account. The chargeback will be reversed if you provide proof of purchase (credit card voucher / signature) and this is accepted by the cardholder's issuing bank.

- (e) Ezidebit will not enter into any disputes between the business and your customer.
- (f) Service Fees related to any chargebacks are not refundable.
- (g) Ezidebit at its discretion may apply a chargeback fee to The Business for all chargeback transactions. This is deducted at the same time as the original transaction from your account.
- (h) The Business is to ensure that chargebacks do not exceed 1% of total transactions. Where chargebacks exceed 1% of total transactions, the service will be suspended immediately. Ezidebit reserves the right to not re-activate the service, and if the service is re-activated, Ezidebit reserves the right to request a holding deposit for any possible chargebacks that may occur.

17. SALE OR PURCHASE OF THE BUSINESS

Upon the disposal, change of control or management of The Business the following will be adhered to:

- (a) Debits conducted prior to the settlement date will be paid to the outgoing owner of The Business.
- (b) Debits conducted on or after the settlement date will be paid to the incoming owner of The Business.
- (c) Authority to Accept Direct Debits forms will remain the property of Ezidebit at all times.
- (d) Upon completion of the contract of sale of The Business the rights and obligations of The Business under this Agreement will be assigned to the purchaser of The Business on the same terms and conditions as this Agreement.
- (e) Incoming owners will be required to:
 - (i) Where there is a change in the name of The Business or the industry in which The Business operates, complete a new agreement.
 - (ii) Where there is no change to the name or the nature of The Business, complete the appropriate change of ownership advice.

18. TERMS, TERMINATION, AND TERMINATION

- a) This agreement shall become effective and shall continue in force until terminated by either party by written notice to the other party at least 30 days prior to the effective termination date provided Ezidebit may terminate this agreement as provided in clause 18.b.
- b) Ezidebit may terminate this agreement upon giving seven (7) days notice in writing where The Business fails to comply with any obligations on its part to be performed pursuant to this agreement.
- c) Ezidebit may terminate this Agreement immediately without notice if, in the opinion of Ezidebit, you utilise Ezidebit's services in any unlawful, unconscionable or improper manner.
- d) Ezidebit may, in its absolute discretion, suspend your account and refuse to process any payments or remit payment to you if Ezidebit, for any reason whatsoever, suspects that you have acted in an unlawful, unconscionable or improper manner in utilising Ezidebit's services.
- e) For the avoidance of doubt, Ezidebit may terminate any account suspended in accordance with clause 18.d in accordance with subclauses 18.a, 18.b or

- f) above in its sole discretion, without lifting the suspension imposed in accordance with clause 18.d.
- g) You hereby expressly release and indemnify Ezidebit against any claim that you may have against Ezidebit where Ezidebit acts in accordance with this clause 18, including any claim for damages, whether direct or consequential, that you may suffer as a result.

19. NON DISCLOSURE

- (a) "Proprietary and Confidential Information" shall mean any and all information, whether written or oral, regarding the Parties' customers, the content of any Authority to Accept Direct Debits, prospective customers, policies and procedures, operations, systems, and future business plans. This information includes but is not limited to technical, developmental, marketing, sales, operating, performance, cost, know-how, computer software and database programming techniques, and any record bearing, containing or disclosing such information and techniques, which is disclosed pursuant to this agreement. The term "Proprietary and Confidential Information" shall also include any confidential information of the Parties that was received before the date of this Agreement.
- (b) In consideration of each Party supplying the other with Proprietary and Confidential Information, whether directly or through its representatives, and/or advisors or otherwise, in oral or documentary form, each Party agrees that it will treat as confidential all such information which is disclosed to it by the other Party, together with any reports, analyses, memoranda, notes and any other writing which is prepared by the Party receiving the information (or on its behalf), which contains, reflects or is based on such information (Proprietary and Confidential Information and such derived information collectively referred to as "the Material") and each Party agrees it will not, except as provided below, disclose, use or permit the disclosure or use of the Material.
- (c) The Material shall not be used by either Party other than directly for the purpose of meeting their obligations under this Agreement.
- (d) Either Party may only disclose material, to the extent described in Clause 18(c) above, to such of its employees and advisors who need to know the information and who are informed of the confidential nature of such information and who agree to be bound by the terms of this clause 18 as if a Party to this Agreement. Either Party shall procure absolute compliance of the confidentiality obligations in this Agreement by such employees and advisors.
- (e) Each party shall abide by Ezidebit's Privacy Policy when dealing with the personal information of customers, which policy may be found at URL www.ezidebit.com.au
- (f) The obligations on the parties imposed by this clause 18 shall survive termination of this Agreement.

20. FORCE MAJEURE

- (a) If a party is prevented, hindered or delayed from performing its obligations under this Agreement (other than an obligation to pay money) by an Event of Force Majeure, then as long as that situation continues, that party shall be excused

from performance of the obligation to the extent it is so prevented, hindered or delayed, and the time for performance of the obligation shall be extended accordingly, but if time is of the essence of this Agreement, time shall continue to remain of the essence.

- (b) A party affected by an Event of Force Majeure shall immediately notify the other parties of its occurrence and its effect or likely effect, and use all reasonable endeavours to minimise the effect of the Event of Force Majeure and to bring it to an end.
- (c) for the purpose of this clause, "Event of Force Majeure" means the occurrence of an event or circumstances beyond the reasonable control of the party affected by it including (without limitation):
 - (i) a war (declared or undeclared), insurrection, civil commotion, military action, or an act of sabotage;
 - (ii) a strike, lockout or industrial action, dispute or disturbance of any kind;
 - (iii) an act of a government or a Government Authority;
 - (iv) an act of God; or
 - (v) a storm, tempest, fire, flood, earthquake or other natural calamity.

21. GENERAL

- (a) The validity and enforceability of this Agreement, and of each clause and part thereof, shall be governed by the laws of The Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").
- (b) Any matter not covered by this Agreement will be determined at the discretion of Ezidebit, notwithstanding, all and any legal obligations.
- (c) If any part of this Agreement shall be found to be or deemed illegal or invalid, that part shall be severed and the remainder of the Agreement shall not be affected thereby.
- (d) Ezidebit may upon giving thirty (30) days notice in writing to The Business assign all its right, title and interest in this Agreement to another person or corporation. The Business shall not be entitled to assign its right, title and interest in this Agreement.
- (e) This Agreement contains the entire Agreement between the Parties. Ezidebit reserves the right to vary this Agreement from time to time without the obligation to inform The Business.

Execution Page

Ezidebit Merchant Agreement



By completing and submitting this Application Form and Merchant Agreement, the Business (as well as the Authorised Signatories) hereby acknowledges and agrees that it has read, considered, and agrees to be bound by all the Terms and Conditions set out within this Agreement. The Business acknowledges and agrees that Ezidebit may or may not, in its discretion, accept this Application and such acceptance is not established until Ezidebit has counter-signed this Application Form.

I/We, the proprietor(s)/director(s), understand that the Bank may require me/us to provide specific documentation in order to assess my application. By signing this declaration, I/We represent and warrant to you that I/We am authorised by my company or organisation to do so and that the information is true and correct and I/We authorise you to verify the information.

1. Business details

Name of Business:

Signing for and on behalf of the business
(more than one signature is required for partnerships).

Signature

First Name

Last Name

Position/Title

Date of Birth

Please supply a legible photocopy of each authorised signatory's drivers licence with this Application.

Drivers Licence #

Date Signed

Signing for and on behalf of the business
(more than one signature is required for partnerships).

Signature

First Name

Last Name

Position/Title

Date of Birth

Please supply a legible photocopy of each authorised signatory's drivers licence with this Application.

Drivers Licence #

Date Signed

2. Signed for and on behalf of Ezidebit

Signature of Authorised Ezidebit Officer

Name of Authorised Ezidebit Officer