

Direct Debit Terms & Conditions

These Direct Debit Terms and Conditions (**Terms**) govern the arrangement under which **Visionflex Pty Ltd ACN 58 600 815 021 (Visionflex, we, us, our)** is authorised to debit funds from your nominated bank account or credit card (**Nominated Account**) for the payment of your Visionflex subscription fees. By opting in to our Direct Debit arrangement (including (but not limited to) by making payment of this initial invoice, signing our form or completing a sign-up form referencing these Terms), you confirm that you have read, understand and agree to be legally bound by these Terms.

These Terms operate in conjunction with, and are subject to, any written arrangements or obligations under the **Bulk Electronic Clearing System (BECS)**. If there is any inconsistency between these Terms and the Agreements, these Terms prevail to the extent of that inconsistency.

1. DEFINITIONS

1.1 Agreements

These Terms, together with the [Customer Agreement Terms](#), [End-User Licence Agreement \(EULA\)](#), and [Privacy Policy](#).

1.2 Commencement Date

The date your subscription begins, as communicated during sign-up, on your invoice, or otherwise notified to you by Visionflex.

1.3 Initial Term

A period of **twelve (12) months**, commencing on the Commencement Date.

1.4 Evergreen Renewal

Once the Initial Term ends, your subscription (and any associated licence under the EULA) will continue on a rolling monthly basis (or other specified interval) unless and until you notify us in writing that you wish to terminate, as further detailed in these Terms.

1.5 Direct Debit

The arrangement under which you authorise Visionflex to automatically deduct subscription fees (and other applicable charges) from your Nominated Account in accordance with these Terms.

1.6 Nominated Account

The bank account or credit card from which payments will be debited. By providing these details, you represent and warrant that:

- You are the holder or an authorised signatory of this account; and
- You have the authority to approve direct debits from this account.

2. DIRECT DEBIT ARRANGEMENT

2.1 Authority to Debit

By accepting these Terms, you authorise Visionflex to debit amounts owed for your subscription fees, together with any applicable charges or taxes, from your Nominated Account. This authority is provided in accordance with the rules of the **Bulk Electronic Clearing System (BECS)**, where applicable.

2.2 Subscription Fees and Billing Cycle

- (a) **Initial Term:** You agree to pay your total subscription fees for the 12-month Initial Term in **monthly** instalments (or in another manner agreed during sign-up).
- (b) **Evergreen Renewal:** At the end of the Initial Term, your subscription and any associated licence under the EULA will automatically renew on a rolling monthly basis, unless you give Visionflex written notice of cancellation at least **60 days** before the end of the Initial Term or any subsequent renewal period.
- (c) **Pricing and Adjustments:**

- **Initial Pricing:** Your fee structure for the Initial Term is set out at the time of sign-up or in your invoice.
- **Fee Increases:** Visionflex may adjust subscription fees for each renewal period by providing at least **30 days'** written notice prior to the new fees taking effect. If you do not accept the revised fees, you may terminate your subscription in accordance with Clause 4.3, and you remain liable for any fees incurred before the termination date.

(d) **GST and Currency:** All fees are expressed in Australian Dollars (AUD) and, unless otherwise stated, include Goods and Services Tax (GST) where applicable.

2.3 Obligation to Pay

- (a) You commit to pay the subscription fees for the entire Initial Term. If, for any reason, the direct debit is cancelled or no longer available, you will be charged the entire remaining amount upfront and you will be required to pay such amount (in clear funds) to Visionflex within 7 days.
- (b) Unless you validly terminate your subscription at the end of the Initial Term, your subscription will continue under the Evergreen Renewal, and you remain obligated to pay the ongoing

fees on a monthly (or otherwise specified) basis.
(c) Cancelling only your Direct Debit authority does **not** cancel your obligation to pay any outstanding or future subscription fees unless Visionflex expressly agrees or as required by law.

3. PAYMENT TERMS

3.1 Debit Dates

(a) If a scheduled debit date falls on a weekend or public holiday, we may process your payment on the **next business day**.
(b) We reserve the right to change debit dates or frequency, providing you with at least **fourteen (14) days'** notice of any such change.

3.2 Dishonoured Payments and Bank Fees

(a) You must ensure there are sufficient clear funds in your Nominated Account for each scheduled debit.
(b) If a payment is dishonoured or returned unpaid, you may be liable for fees charged by both your financial institution and Visionflex.
(c) We may re-attempt to process the payment within a reasonable timeframe. If subsequent attempts fail, we may suspend or terminate your subscription in accordance with Clause 5.

3.3 Overdue Amounts and Interest

(a) If you fail to pay any amount by the due date, we may charge interest on the overdue amount at a rate permitted by law (e.g., the prevailing commercial overdraft rate) until fully paid.
(b) We will notify you in writing if we intend to charge interest on overdue amounts.

3.4 Fee Changes and Notice

Any change to your subscription fees (including any new or additional fees) will be communicated to you in writing (email is sufficient) at least **30 days** before the change takes effect, in accordance with Clause 2.2(c).

4. CHANGES AND CANCELLATION

4.1 Changes by You

(a) You may change your Nominated Account or other Direct Debit details by giving us at least **seven (7) days'** written notice at accounts@visionflex.com.
(b) You warrant that you have the authority to make such changes.

4.2 Cancellation of Direct Debit by You

(a) You may cancel your Direct Debit arrangement at any time by

giving Visionflex **seven (7) days'** written notice or by contacting your financial institution.
(b) **Cancelling your Direct Debit alone does not cancel your subscription**. You remain liable for subscription fees until you have also validly terminated the subscription in accordance with Clause 4.3.

4.3 Termination of Subscription

(a) **During the Initial Term:** If you terminate your subscription before the end of the Initial Term, you remain liable for unpaid fees for the remainder of that term unless otherwise agreed by Visionflex or required by law.
(b) **After the Initial Term (Evergreen Renewal):** You may terminate your subscription at any time during a renewal period by giving us **[30] days'** written notice. Your subscription and licence will end upon expiry of that notice period, and you remain liable for all fees up to the final date of your subscription.

4.4 Changes or Cancellation by Visionflex

We may vary these Terms or cancel your Direct Debit arrangement (including your subscription) by giving you at least **fourteen (14) days'** written notice. If you do not accept any variation, you may terminate your subscription under Clause 4.3(b), and you will be responsible for any fees accrued before the termination date.

4.5 No Cooling-Off Period

Unless otherwise required by law, no cooling-off period applies to your subscription. If you are a consumer entitled to cooling-off rights under any specific legislation, that will be stated in separate documentation or in our Agreements.

5. DEFAULT AND TERMINATION

5.1 Events of Default

You will be in default if you fail to pay any amount due under these Terms on time. Visionflex will notify you of the default and allow you a reasonable period (usually fourteen (14) days) to remedy it.

5.2 Remedies

If you do not remedy the default within the specified timeframe, Visionflex may:

- Suspend or terminate your subscription and your licence under the EULA;
- Shut down or otherwise disable your access to Visionflex products or services;
- Charge interest on overdue amounts in accordance with Clause 3.3;

- Recover any outstanding amounts, including legal and enforcement costs (to the extent permitted by law).

5.3 Continuing Obligations

Termination of your subscription or Direct Debit arrangement does not affect any accrued rights or liabilities of either party up to the date of termination, including your obligation to pay fees accrued but unpaid at the time of termination.

6. REFUNDS AND DISPUTES

6.1 Refunds

Refunds or credits (if any) will be processed in accordance with our Agreements and any applicable Australian Consumer Law provisions.

6.2 Dispute Resolution

(a) **Initial Steps:** If you believe a Direct Debit has been made in error, please contact us as soon as possible at accounts@visionflex.com. We will investigate and respond within a reasonable timeframe.

(b) **Financial Institution:** If you are not satisfied with our response, you can also contact your financial institution to lodge a dispute.

(c) **External Dispute Resolution:** If your dispute remains unresolved and you are entitled to escalate under Australian consumer or financial services regulations, you may refer it to the Australian Financial Complaints Authority (AFCA) or another relevant external dispute resolution body.

7. PRIVACY AND CONFIDENTIALITY

7.1 Collection of Personal Information

Visionflex collects, uses, and discloses your personal information (including banking or credit card details) in accordance with our **Privacy Policy** and the **Privacy Act 1988 (Cth)**.

7.2 Data Storage and Security

(a) We use secure third-party payment providers compliant with **PCI-DSS** (Payment Card Industry Data Security Standard), where applicable, to process your payments.

(b) We do not store your financial details on our own servers unless strictly necessary. Where such details are stored, we apply industry-standard encryption and security measures.

7.3 Confidentiality

We treat all banking and personal information provided to us as

confidential. We only disclose this information to third parties for payment processing or as required by law, or as permitted in our Privacy Policy.

8. LIABILITY AND RISK MITIGATION

8.1 Limitation of Liability

(a) To the fullest extent permitted by law, Visionflex is not liable for any loss, damage, or claim (including indirect, consequential, or special loss) arising out of or in connection with these Terms, except where directly caused by our negligence or wilful misconduct.

(b) Nothing in these Terms excludes, restricts, or modifies any non-excludable consumer guarantee or statutory right you have under the **Competition and Consumer Act 2010 (Cth)** or other applicable laws.

8.2 Indemnity

You agree to indemnify Visionflex for any loss, damage, or expense (including reasonable legal costs) we incur arising from or in connection with your breach of these Terms or non-payment, except where caused by our negligence or wilful misconduct.

8.3 Force Majeure

We are not liable for any delay or failure to perform obligations under these Terms if caused by events beyond our reasonable control (e.g., natural disasters, strikes, lockouts, or other unforeseeable events).

9. GENERAL PROVISIONS

9.1 Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts.

9.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision may be severed, and the remaining provisions will continue in full force and effect.

9.3 Electronic Communications

(a) You consent to receive all notices, disclosures, and other communications from Visionflex in electronic form (e.g., via email or web portal), unless otherwise required by law to be in writing on paper.

(b) Notices are deemed received on the next business day after

transmission if sent by email, or four (4) business days after posting if sent by regular mail.

9.4 Variation

We may vary these Terms by giving you at least **fourteen (14) days'** written notice or by posting an updated version on our website. If you do not agree to a variation, you may terminate your subscription under Clause 4.3(b). You remain liable for any fees accrued prior to termination.

9.5 Reference to Overarching Agreements

All terms relating to your use of Visionflex software or services, including functionality, updates, service levels, and intellectual property rights, are governed by the **Customer Agreement Terms** and **EULA**. These Terms address only payment mechanics through Direct Debit and are not intended to replace or limit your obligations under the broader Agreements.

9.6 Entire Agreement

These Terms, together with the Agreements, constitute the entire agreement regarding Direct Debit and your subscription fees, superseding any prior or contemporaneous communications regarding this subject.

10. Contact us

If you have any questions or concerns about these Terms, your subscription, or any related matter, please contact us:

- **Email:** accounts@visionflex.com
- **Telephone:** +61 2 8914 4000
- **Address:** Unit 1/8 Prosperity Parade, Warriewood NSW 2102