

This following Terms and Conditions of Sale ("Terms and Conditions") apply to all sale agreements entered into, by and between the client named on the sale agreement ("the Client") and Integrated Marketing Technology ACN 628 635 585 (together "Titan") and each related entity (as defined in the Corporations Act 2001) from time to time and any of Titan's assigns. This agreement extends to a company which is not now, but is in the future a related entity of Titan. These Terms and Conditions also apply to all products and services supplied to the Client by Titan on any account whatsoever.

1) TITLE

1.1 Subject to clause 1.2, all of the intellectual property contained in any website or application/product/service developed for the Client by Titan or provided by Titan to the Client ("the products and services"), remains the property of Titan, until all payments for products and services supplied in accordance with these Terms and Conditions are paid for in full.

1.2 Websites are developed by Titan in 4 discrete stages of (a) homepage design;(b) internal pages design; (c) content creation/delivery and (d) website practical completion ("Website Stages"). Title in and possession of each completed Website Stage will pass to the Client upon Titan receiving the Client's approval and milestone payment for each Website Stage, and additionally for (d) when the website is ready to go live on the internet.

2) POSSESSION OF PRODUCTS

For all products other than websites (which are covered by clause 1.2 above), once the application is deemed complete by Titan in accordance with these Terms and Conditions, and all payments have been received for the products and services the Client is deemed to have taken possession of the products and services.

3) CONFIDENTIALITY

During the course of Titan and the Client's relationship, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Titan and the Client. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

4) LIMITATION OF LIABILITY

4.1 The Client warrants, acknowledges and agrees that:

- a)** Titan will not be responsible for any pre-recorded, registered, patented or copyrighted sounds, music, text, images etc. that the Client wishes to utilise on their website. The use of those items is at the sole risk of the Client. The Client should seek independent legal advice if they are unsure.
- b)** Titan is not liable, professionally or legally for any content of the Client's website if that content has been provided, requested or approved by the Client.
- c)** Whilst all care is taken with system security, Titan will not accept responsibility for loss of data or security problems if that loss or problem arises out of circumstances which are outside of Titan's control.
- d)** Titan provides no guarantee regarding the availability of the hosting service provided by Titan to the Client and is not liable for any losses by the Client resulting from any failure or non-availability of the hosting service which is outside of Titan's control.
- e)** Titan provides no guarantee of search engine registration, website functionality or statistics where the service is hosted externally.
- f)** Whilst the website is under the development and maintenance of Titan, administrative and file access to the website by the Client will be limited.
- g)** Titan is not liable or responsible in anyway whatsoever for:
 - (i)** any virus, spam, contamination, damage or loss as a direct or indirect consequence from the use of the website or any products and services;
 - (ii)** any financial loss occurring from the use of the website, or any products and services; or
 - (iii)** any delay in providing the website or any products and services to the Client or responding to a query from the Client, unless that loss or damage is a result of Titan's gross negligence or wilful misconduct.

4.2 Notwithstanding anything contained herein the Client acknowledges that no representation, warranty or condition, express or implied, is given by Titan and its employees, agents or servants about the website or the products and services or that the website or the products and services provided comply with the rules, regulations,

laws and legislation of the place where the Client is located and Titan and its employees, agents or servants will not be liable under any circumstance for any claims, losses or damages of any kind whatsoever (including but not limited to any indirect, special or consequential damage or injury to any person, corporation or other entity) by reason of or arising out of the website, the failure of the website and the products and services and such website and products and services not complying with such rules, regulations, laws and legislation or by reason of or arising out of any inaccuracy, error or omission in the website or the products and services and any other information provided by or to Titan.

4.3 Where the Australian Consumer Law and other laws imply conditions or warranties in certain contracts and also give parties to those contracts certain other rights against suppliers of services, to the extent that it is not lawful or possible to exclude them, then such conditions, warranties or other rights shall (but only to the extent required by law) apply to these terms and conditions and all other conditions, warranties or rights which might but for this provision be implied are hereby expressly excluded. Where the law implies any term or warranty into these Terms and Conditions which cannot be excluded, then the liability of Titan for any breach of such term will be limited to one of the following (as determined by Titan):

- a)** supply of the products and services again; or
- b)** payment of the cost of having the product and services supplied again.

5) INDEMNITIES

The Client hereby indemnifies and holds harmless and shall continue to indemnify and hold harmless Titan against all liabilities, actions, demands, claims, suits, causes of action, proceedings, costs and expenses (including legal costs on a full indemnity basis) suffered or incurred by Titan by reason of, arising out of or referable to any breach or non performance by the Client of any provision of these Terms and Conditions and on the part of the Client to be observed and/or performed.

The Client hereby releases and holds harmless Titan and its employees, agents or servants from and against any and all liabilities, actions, claims, suits, causes of action and demands whatsoever that the Client may now or in the future have against Titan and its employees, agents or servants arising out of or in connection with the Client's website or any products and services or any failure or non-availability of the hosting service, except where that liability, action, claim, suit, cause of action and demand arises from Titan's deliberate breach of these Terms and Conditions, gross negligence or wilful misconduct and this release may be pleaded as an absolute bar to any such claim against Titan and its employees, agents or servants.

6) TERMINATION AND CANCELLATION

6.1 Titan may, in its absolute and sole discretion, terminate the Client's account in the event of any activities of an illegal or fraudulent nature, or any activity considered not in keeping with the 'goodwill' of the products and services provided by Titan. These include but are not limited to:

- a)** spamming (sending unsolicited promotional electronic mail);
- b)** downloading, storing, posting or dealing with material which is or could be in breach of any law, rule or regulation, deemed 'NC' by the Australian Broadcasting Authority, or considered obscene by Titan. This includes illegal software, software cracks and pornography;
- c)** making fraudulent or deceptive statements; ;
- d)** impersonating any person or entity;
- e)** soliciting money, passwords or personal information from any person;
- f)** harming, abusing, harassing, stalking, threatening, intimidating, discriminating against, likely defaming or otherwise offending others, or violating their privacy or property rights;
- g)** posting or using any material, documents or images that are not the Client's original work, or which in any way violate or infringe (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person.

7) DEFAULT

If:

- a)** the Client fails to pay any amount due to Titan on any account whatsoever, without any deduction or set off in law or in equity, within 7 days of receiving written notice from Titan of the outstanding account;
- b)** the Client fails to observe, keep or perform any other provision of these Terms and Conditions required to be observed and fails to rectify that failure within 7 days of receiving written notice from Titan of that failure;
- c)** a petition is filed by or against the Client under the Bankruptcy Act; or any amendment thereto (including a petition for re-organisation or an arrangement);

- d) a receiver is appointed for the Client and its property;
- e) the Client commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness;
- f) the Client, without Titan's prior consent, attempts to alter, modify, translate, decompile, disassemble, copy, sell, trade, transfer, encumber, pledge, or in any way dispose of the product or application; or
- g) anything analogous, or having substantially similar effect, occurs,

then Titan or its agents, without prejudice to any other rights or remedies open to it, may exercise any one or more of the following remedies:

- h) declare all monies owed by the Client to Titan immediately due and payable with 7 days notice to the Client;
- i) sue and recover from the Client an amount equal to the unpaid balance of any amounts due, or to become due, during the term of these Terms and Conditions as well as legal fees and other expenses incurred on a full indemnity basis by Titan in an attempt to enforce the provisions of these Terms and Conditions;
- j) sue for and recover damages for the Client's default; and
- k) demand and take possession of the website or application or any products and services provided by Titan to the Client with 7 days notice to the Client wherever the same may be located, with or without court order. The Client hereby waives any and all damages occasioned by such retaking of possession of such website or application or products and services. Titan shall have upon default such other and further remedies and rights as may be available under these terms and conditions and at law by reason of the Client's default.

8) WEBSITE COMPLETION

- 8.1** Upon presentation and inclusion of a maximum of 20 images/products (see clause 11) and text and after all functionality has been installed (in terms of the signed contract) the website is deemed complete and the Client will have 7 days to advise Titan in writing of any changes. Failure by the Client to notify Titan in writing within the 7 days will result in the website being deemed finally complete and all outstanding monies shall become immediately due and payable.
- 8.2** The Client shall provide all approvals and information requested by Titan within 3 business days and shall not unreasonably withhold information nor create unnecessary delays.
- 8.3** Titan will not be responsible for any delays if the Client does not provide the relevant approvals at each phase of the process or information in accordance with clause 8.2 or if there are any delays created by the Client.
- 8.4** As there are a lot of variables and contingencies in building a website including requiring timely cooperation from the Client, Titan provides no guarantee as to the time it will take to build the Client's website unless expressly stated to the contrary on the sales agreement.
- 8.5** If a Client has purchased a Titan Brand product the website build will only commence once branding is completed.
- 8.6** Titan provides no guarantee as to how the Client's website will be displayed in search engine results or as to the success of any search engine optimisation provided.
- 8.7** Titan reserves the right, upon providing notice to the Client, to levy additional charges to the Client for concept redesigns beyond the initial design concept agreed between Titan and the Client.
- 8.8** Titan reserves the right to include the Client on mailing lists used for email marketing of products and services, unless the Client provides Titan with a written request to be removed from any such mailing list.
- 8.9** Titan reserves the right to access statistical data derived from the Client's website and use it for its own purposes, including, but not limited to effectiveness analysis and promotion unless the Client provides Titan a written request that Titan not access the Client's statistical data.
- 8.10** Titan reserves the right at all times to promote (or not promote at its discretion) a Client's website for the purposes of Titan's own marketing through appropriate means; including, but not limited to, the placement of the Titan logo and hyperlink on all pages and listing of the Client's website in a Titan directory. The Client acknowledges and agrees that the price charged by Titan to the Client takes into account the fact Titan will be entitled to use the Client's website for the purpose of marketing.

9) WEB SITE COMPATIBILITY

Titan build websites according to the strict discipline of Web Standards as outlined and recommended by the W3C (World Wide Web Consortium). This means that the Client's website will be available to the widest audience possible by working across several platforms (PC, Linux and Macintosh) on the most common web standards compliant web browsers, which includes Firefox 3+, Safari 4+, Google Chrome 2+, and Internet Explorer versions 9+.

10) COPYWRITING

Titan's copywriter (the "Copywriter") or Project Manager will contact the Client requesting information to complete the Client's website's written content. All deadlines set by the Copywriter or Project Manager (or if no deadline is set, in accordance with clause 8.2 above) must be met to ensure the website is written professionally within a designated time frame. Clients who do not meet Copywriter deadlines may be required to add written content themselves or may become liable for time based costs resulting in unplanned project extension where these delays are a result of the Client's inability to meet the deadlines as set by the Copywriter or the deadlines contained elsewhere in these Terms and Conditions.

11) PRODUCT UPLOADS

Upon request Titan will be responsible for uploading no more than 20 of the Client's products to the website. Additional product uploads (in excess of 20 products) as well as bulk product uploads may be arranged at an additional cost and these costs are quoted on request.

12) TECHNICAL SUPPORT

12.1 Each Client will receive 1 hour per month of free support (this is non-cumulative) as part of the Monthly Web Investment AND any support beyond this 1-hour will be charged at \$75 (ex GST) per 30 minutes.

12.2 Titan bills its services at a rate of \$150.00 (ex GST) per hour. This applies to all out of scope works provided by Titan to the Client.

13) INTERNET VIDEO COMMERCIALS (IVC)

Titan may require access to premises, vehicles, products and information, to complete the IVC. The Client will make all these available to Titan on request. If the Client unreasonably withholds access to any of the above, and the IVC is not complete within 3 months from signature of the relevant sales agreement due to this lack of access, Titan reserves the right, upon providing notice to the Client, to cancel the provision of an IVC by Titan to the Client without any compensation to the Client.

14) FAILURE TO ATTEND DESIGN BRIEFING

Titan reserves the right to begin building the Client's website if the Client fails to attend a design briefing within one calendar month of entering into the sale agreement with Titan or accepting Titan's services.

15) TITAN BRAND

Terms and conditions relating to all Titan Brand products can be found at www.titandigital.com.au/terms

16) SEARCH ENGINE OPTIMISATION (SEO) /ADWORDS/FACEBOOK ADVERTISING

16.1 SEO results (increased traffic and higher rankings) can take many months to materialise as results are subject to many variables. For this reason Titan strongly recommends that the Client commence a paid advertising campaign simultaneously with the launch of the Client's website, which may provide quicker search results.

16.2 Titan and its search engine optimisation services provide no guarantee (other than any guarantee it is obliged to provide under any law) of any nature to the Client, with respect to search engine rankings, positioning, traffic and the resultant demand for, or sales of, the Client's products or services.

16.3 Adwords, billing: management fees and Google Adspend are separate charges billed to the Client. Management fees are the fee the Client pays to Titan to manage their Adwords (PPC) campaign. Adspend is the amount paid directly to Google for advertising on their platform.

16.4 Google Monthly Ad Spend: This monthly spend may vary by 10% and any variation will be equalised on a quarterly basis.

16.5 Consolidated Google Billing: A deposit equivalent to 1 month Adspend as stated in the sales agreement or quote provided by Titan must be paid by the Client prior to the commencement of the campaign. The deposit will be refunded to the Client upon request upon Titan ceasing to provide services to the Client.

16.6 Advertising spend will be billed to the Client by Titan at the end of each month.

16.7 Titan will provide the Client with a detailed Ad Spend Report which will be accompanied by a tax invoice. The tax invoice must be paid by the time stated on that invoice.

16.8 Management Fees will be billed by Titan monthly in advance and paid by the Client via direct debit.

16.9 It is the Client's responsibility to provide to Titan in writing any variation requested to the Client's monthly advertising spend.

16.10 All intellectual property associated with Titan's search engine optimisation service will be removed upon cancellation of the search engine service by the Client.

16.11 The Client is recommended to follow any advice of Titan in relation to the provision of the goods and services, failing which the Client accepts and acknowledges that this would detract from the success of the website and any products or services provided by Titan. Notwithstanding this and despite the Client having part or all of the products and services listed in this clause and following the advice of Titan, the Client accepts that there is no guarantee by Titan of the success of the Client's website or any other product or service supplied by Titan, as there are a lot of variables and contingencies in play including but not limited to the Client's industry, the actual brand, the names and words chosen and any Client specific factors that are outside of Titan's control.

16.12 If the client does not provide access or logins for their existing social media networks by month 2 of the campaign, Titan will create a new page for the client. This will be used for the remainder of the client's campaign.

17) DOMAIN NAME RENEWAL

17.1 If the Client has authorised Titan in writing to renew their domain/s this will be done automatically by Titan 30 days prior to the expiry of that domain name. Titan will utilise the direct debit payment details provided by the Client to process this renewal and provide a tax invoice to the Client.

17.2 Domain names must be renewed every 2 years. If Titan fails to renew the domain name, Titan will only be liable to the Client for a maximum amount equal to the cost for the Client in renewing or re-registering the domain name.

17.3 Titan shall not be responsible or liable to the Client if the domain name is otherwise no longer available to the Client.

18) ASSIGNMENT

Titan reserves the right to cede or assign any sales agreement or contract or these Terms and Conditions to a third party at its sole discretion and will provide the Client with notice of any such assignment.

19) PAYMENT TERMS

19.1 Tax Invoice: Any agreement or contract between Titan and the Client which contains the price payable for all products and services constitutes a tax invoice upon the Client signing or accepting that agreement or contract. No separate tax invoices will be issued for any service provided over 12 or more months. Titan will issue a separate tax invoice for any additional products or services that are provided to the Client.

19.2 Deposits: Upon the Client signing or accepting any sales agreement or contract, no refund of any deposit paid by the Client to Titan will be given if the sales agreement or contract is later terminated, unless that termination is a result of Titan's un-rectified breach of that agreement or contract. In that case Titan shall only be entitled to retain the deposit (or part thereof) equal to the value of services provided by Titan to the Client or work undertaken by Titan for the Client prior to the termination of the sales agreement or contract (calculated on all hours worked by Titan staff at the rate of \$150.00 per hour per staff member). If the Client fails to remit a deposit or any scheduled payment due to Titan, Titan will not be obliged to provide any further services to the Client until all monies due and payable under the sales agreement or contract have been paid to Titan and may terminate the sales agreement or contract if the deposit or any monies due and payable under the contract or agreement have not been paid within 14 days after the issue by Titan of a written demand for payment to the Client.

19.3 Website: While Titan may raise a single tax invoice for the entire cost of the design and construction of a website at the start of the engagement, payment for the website is due by the Client in 4 equal milestone payments as each Website Stage is completed by Titan.

19.4 Monthly Web Investment: Prior to the Client's website going live Titan will research and compile the following reports: a Website Audit Report – a Link Marketing Report – a Competitor Analysis Report and a Keyword Analysis Report. Once the Client's website goes live Titan will provide secure high speed website hosting; Google Analytics reporting; CMS upgrades, technical support and a dedicated account manager.

19.5 Monthly Web Investment and Monthly Management Fees/Digital Packages: The monthly charges for these services will commence 90 days from signing of contract, unless specifically stated otherwise, and automatically renew for successive periods equal to the initial term. Titan shall provide the Client with written notice of the date on which the contract will automatically renew at least 90 days before the renewal date and inform the Client they are not bound to renew the contract. The Client may cancel any subsequent term by giving 60 days written notice prior to the commencement of that term. If a renewal notice is not sent out by Titan to the Client, then the contract will continue on a month to month basis and can be terminated by the Client by giving 60 days' written notice to Titan. The continued contract will be for the same services as contained in the original contract.

19.6 The rate payable will increase annually by 5% or CPI which ever is the greater. The payment details provided by the Client will be used to process payments for any

subsequent terms. In the case of a contract renewal the first instalment will commence 30 days after the Client's final payment on the existing contract.

19.7 Late Payment Fees: Titan shall be entitled to charge interest at the rate of 3% per month calculated daily on all overdue accounts from the due date of the payment until the date of actual payment.

19.8 Titan reserves the right to suspend the hosting service due to non-payment of any amount owing by the Client to Titan on any account whatsoever if the Client fails to pay that outstanding amount to Titan within 7 days of written notice of the outstanding account being given by Titan to the Client.

19.9 Titan reserves the right to charge a processing fee for any payments by the Client that are dishonoured.

19.10 Refund and Cancellation Policy: Other than as provided in clause 19.11, all payments are non-refundable as ample opportunity and choice is provided to the Client prior to acceptance of the contract or sales agreement. It is the responsibility of the Client to ensure Titan's products and services are suitable for the Client's purposes by assessing this via consultation with Titan's consultants. Titan's only obligation is the delivery of the products and services the Client has purchased. If the Client cancels its contract or sales agreement, cancellation fees will be payable equal to the total contract value less any payments already made. Titan may, in its absolute discretion, agree to waive the cancellation fee however even if the cancellation fee is waived, the Client will still be obligated to pay Titan for all services provided up to and including the date of termination.

19.11 The Client will be entitled to a refund of a payment made only if Titan is required to provide a refund by law.

19.12 Notwithstanding clause 19.10 above, if the Client cancels its contract or sales agreement due to Titan's un-rectified failure to perform or non-observance of its obligations under the contract or sales agreement Titan will not be entitled to any cancellation fee from the Client.

20) GENERAL

20.1 Titan may vary these Terms and Conditions at any time and will give notice to the Client of that variation and publish the varied Terms and Conditions on Titan's website.

20.2 If any part of these Terms and Conditions are held invalid, illegal or unenforceable, that part shall be severed and the remainder will continue to be valid and enforceable. None of these Terms and Conditions will merge in or upon the execution of this or any other agreement, document, act, matter or thing and will continue to remain in full force and effect for so long as is necessary to give effect to these Terms and Conditions.

20.3 These Terms and Conditions are governed by, construed and enforced in accordance with the laws of Western Australia and the user irrevocably submits to the jurisdiction of the courts of Perth, Western Australia and their respective courts of appeal in that regard.

20.4 The Client may not assign these Terms and Conditions or any of its rights and obligations in whole or in part in these Terms and Conditions, whether by actual assignment or by operation of law without Titan's prior written consent.

20.5 A provision of these Terms and Conditions may not be waived except in writing and signed by an authorised officer of Titan. No waiver or breach of any provision of these Terms and Conditions shall constitute a waiver or breach of any other provision.

20.6 If these Terms and Conditions are inconsistent with any other previous document or agreement between the parties, these Terms and Conditions will prevail to the extent of the inconsistency.

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of Integrated Marketing Technology ("Titan") as indicated on the attached Direct Debit Request.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for Titan and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for Titan pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by Titan or the terms and conditions of any agreement that I/We have with Titan.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with Titan and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:-

- (1) there is a public or bank holiday on the day of the debit, or any day after the debit date;
- (2) a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
- (3) a payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and Titan as provided for within my/our agreement with Titan. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from Titan of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact Titan if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to Titan.

I/We acknowledge that any disputed debit payments will be directed to Titan and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by Titan.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with Titan agree to pay those fees and charges to Ezidebit.

Credit Card Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to Titan as Ezidebit is acting only as a Direct Debit Agent for Titan. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to Titan and contained in this DDR Service Agreement).

I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect my/our personal information, including (but not limited to) prohibiting the release to or access by third parties without my/our consent.

Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, or as otherwise required by law. Further information relating to Ezidebit's Privacy Policy can be found at www.ezidebit.com.au

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to Titan and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

- a) Ezidebit to verify details of my/our account with my/our financial institution; and
- b) my/our financial institution to release information allowing Ezidebit to verify my/our account details.

