

## 1. EXHIBIT A TO TERMS & CONDITIONS

### 1.1 Billing Information

- Company Name:
- Contact Name:
- Email:
- Phone Number:
- Billing Address:

### 1.2 Service & Fees

- Priority Support 8 am-6 pm Monday to Friday. 24X7 monitoring, pro-active guidance, guaranteed SLAs
- Access to after-hours support for complete outage & priority one. SLA's not guaranteed
- This section continues in the Fee Schedule Section

### 1.3 Servers Supported In This Agreement - Cloudhive Virtual Server(s)

### 1.4 Agreement Term

This agreement is active and valid for 36 months from the official go-live date to be communicated with the client via email.

### 1.5 Third-party Software & Hosting Providers Supported In This Agreement

Vendor	Package	Version	Site/Cust ID	Support Contact
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Third-Party  
Applications:

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The customer agrees that the details above, including the Cloudhive hosting terms and conditions ([click here](#)), shall form part of the REND Tech Associates Terms & Conditions attached to this order form.

### 1.6 Agreement Execution

- Customer Signature:
- ABN:
- Company Name:
- Customer Name:
- Acceptance Date:

The customer confirms that they have the right to enter into this agreement on behalf of the company above.

## 2 Summary of Package

### 2.1 Managed Services

On-going Proactive Network Maintenance

- Microsoft Windows Server Patch Management
- Virus Definition Management
- Backup Monitoring
- Service Monitoring with proactive notifications
- Event log review
- New user - remote setup
- 24x7 Server Monitoring
- Disk Space, Partition, and Usage Management
- Computer Cleanup -.Spyware management, Disk Defragmentation, Temp Files Cleanup, Virus Definitions management
- Remote Helpdesk – Submit support tickets, Remote support

### 2.2 Disaster Recovery

- Hardware Failure – If your hardware is under warranty, your Hardware supplier will get your system back to box condition, we'll take you the rest of the way - at no cost to you! *If your hardware is not under warranty or you do not comply with the Managed Services Level Agreement this does not apply*
- Operating System Security Exploitation – If your Operating System goes down due to vulnerability exploitation, we'll bring it back up – at no cost to you! *If your hardware is not under warranty or you do not comply with the Managed Services Level Agreement this does not apply*
- Virus Infection – If your server is exploited by a virus and goes down – we'll bring it back up - at no cost to you!

If your hardware is not under warranty or you do not comply with the Managed Services Level Agreement this does not apply  
Please see the Managed Services Level agreement.

### 2.3 Third-Party Software & Cloud Hosting Support Coordination

We can't provide support for all software packages, but we will help you get support. As an added service, **REND Tech Associates** will provide support coordination for the Applications listed in Exhibit A.

Features:

- One number to call for issues with systems
- Provide a technical liaison to vendors listed in Exhibit A
- Track issues through resolution
- Install minor software updates provided by the Vendor
- Liaise with your Internet provider to resolve Internet issues

The client acknowledges that any issues related to the third-party vendors for software, hosting, telephony, or consultancy services will fall under that vendor's SLA.

# 3 Managed Services Level Agreement

## 3.1 Disaster Recovery Guarantee (Server Only)

**REND Tech Associates** guarantees in the event of a hardware failure, Operating System security exploitation, or a server-side virus infection you will not be billed for the labor required to restore your server to the point provided by the last known good and available backup. This clause is only for labour during business hours. For any weekend or after hours labour including travel, hardware, software or materials, REND will charge the standard professional services fees.

## 3.2 Scheduled Maintenance Windows (Server Only)

**REND Tech Associates** will regularly install patches and critical updates to your server to help ensure that you are guarded against the latest vulnerability threats. For many of these updates to be installed properly your server must be restarted. **REND Tech Associates** will restart your server, as necessary, between our regular maintenance window of 8 PM and 4 AM, Sunday through Saturday. If the expected downtime is greater than 1 hour then **REND Tech Associates** Managed Services staff will contact you to inform you of the outage. You can request that **REND Tech Associates** reschedule the outage to align with your business needs.

## 3.3 Qualifications

In order to qualify for REND Tech Associates Disaster Recovery Coverage, your environment must comply with the following requirements:

- Server hardware is under current warranty coverage from a hardware supplier such as HP, IBM, Dell, etc.
- Server operating system is must be a minimum of Windows 2022 Server.
- The client network is protected by a hardware-based firewall from Cisco, SonicWall, Fortinet, or Netgear and is running the latest firmware and including software-based threat detection solutions.
- Server file-system and email-system (if applicable) are protected by licensed and up-to-date enterprise virus protection software from NOD32, Trend, Webroot, or Symantec.
- The server is connected to a working UPS.
- The server is ONLY administered by **REND Tech Associates** technicians.
- Servers & core software applications are backed up using business-grade backup software from VEAM, Shadow Protect, Datto, or Backup Assist.
- Available and working external, cloud and onsite backups.
- Sufficient Cyber Security Insurance that covers against data theft, data encryption, hardware damage and business loss
- Recovery coverage assumes data integrity on the client’s backup media, **REND Tech Associates** does not guarantee the integrity of the backups or the data stored on the backup media. Under this coverage, **REND Tech Associates** will restore the server to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, **REND Tech Associates** will bill this portion at its standard Time and Materials rates.
- The client provides all Software installation media and key codes in the event of a failure.
- The client is advised that REND recommends onsite firewalls & cloud backup solutions as added measures against data loss, backup failure or cyber threats.

Initial to highlight acceptance of requirements

### 3.4 Disaster Recovery Exclusions

REND Tech Associates reserves the right to bill for labour incurred during a server or workstation recovery if circumstances surrounding the customer's server/workstation failure meet the following conditions in whole or in part:

- Customer fails to adhere to all of the requirements outlined in the above "Qualifications" section
- Environmental failure events that render hardware unusable
- Force Major Events beyond REND Tech Associates reasonable control, including but not limited to Acts of God, government regulation, labor strikes, natural disaster, and national emergency.
- Any act or omission on the part of any third party other than REND Tech Associates.
- Internet outages

Services not included in this agreement

- Upgrading or replacing hardware or software normally requires on-site service. Fees do not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this agreement. The client will be quoted a price for new or replacement equipment prior to installation and will sign a work order therefore and be billed separately.
- Office Relocation or internal rearranging/repositioning of workstation/server systems
- New Software packages or major version upgrades to core programs listed in Exhibit A
- Computers or devices not owned by the customer or don't have an agent installed.
- Damages done to the network or devices caused by Computers or devices not owned by the customer or don't have an agent installed.
- Software or computer Training.
- Onsite replacement/installation of - Toners/ink cartridges/similar consumables.
- Data entry.
- Configuring/ bug fixing of software products
- Acting as an intermediary between directors and business stakeholders in the event of a business dispute
- Ordering internet services, managing existing internet services.

### 3.5 Special Conditions

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### 3.6 Schedule of Fees For Work Not Performed Under This Agreement

- During Business Hours (8 am - 6 pm Monday to Friday)
  - Remote Support: \$99 per hour ex GST
  - Call Out Fee: \$149 per hour ex GST including travel time plus \$1 per Km traveled
- After Business Hours
  - Remote Support: \$149 per hour ex GST
  - Call out Fee: \$299 per hour ex GST including travel time plus \$1.90 per Km traveled

### 3.7 Client Responsibilities

- The client accepts that they are responsible for the following aspects of their technology ecosystem as the items below do not fall under REND's scope of services. The client acknowledges that business continuity, cloud user experience, access to the cloud for health platform will be impacted without adhering to the recommendations below:
  - Ensuring they have a reliable, active, and sufficient 4G/5G backup internet service.
  - Ensuring they have a reliable, business-grade primary internet service
  - Ensuring that all offices, clinics, or any locations the clients are working from provide sufficient business-grade wifi access points that provide business-grade network connectivity and coverage
  - Ensuring that all offices, clinics, or any locations the clients are working from provide LAN network connectivity to laptops, computers or other devices
  - Ensuring that all locations the client is working from has been cabled correctly by an authorised data cabler
  - Ensuring all staff have had sufficient cyber security and cyber awareness training
  - Ensuring that all of their staff with remote access use business devices
- The client accepts that Cloud for Health user accounts should not be shared across the organisation and should be protected with Multi-Factor Authentication (MFA) and Geo-Locking. REND Tech offers the MFA and Geo-Locking Capability for free with the Cloud for Health user accounts. It is the client's responsibility to advise REND of implementing MFA and Geo-Locking against the specific accounts.
- The client accepts that sharing accounts between staff members is not an acceptable IT standard and any breaches due to sharing of user accounts are the responsibility of the client.

## 4 REND Tech Associates Terms & Conditions

### 4.1 Definitions

“Customer” or “Customer’s” in this agreement refers to the applicant in “Exhibit A”.

### 4.2 Rates

4.2.1 Projects will be billed on a per-project basis.

4.2.2 REND Tech Associates reserves the right to periodically increase its hourly rate and will provide Customer with no less than 30 days written notice thereof.

4.2.3 Services are based on actual time spent, regardless of the complexity of the problem or issues addressed. However, there is a two (2) hour minimum charge for services other than telephone calls.

### 4.3 Terms, Payment & Collection Costs

4.3.1 REND Tech Associates will invoice Customer upon completion of any additional work not covered by this agreement. Payment terms for any additional hours will be Net 14 days.

4.3.2 Projects will require a 50% deposit before commencement with the balance due upon completion.

4.3.3 Any payment not made within fourteen days of the invoice date shall be subject to a late fee of three percent (3%) per month or the maximum rate allowed by law from the date of invoice until paid.

4.3.4 If REND Tech Associates enlists the services of a collection agency to collect any amounts due to it from Customer under this Agreement; Customer shall be responsible for and agrees to pay all such collection costs.

### 4.4 Cancellation Policy

4.4.1 Customer will not be charged for appointments that are canceled in writing (letter, fax, or e-mail) by Customer with 48 hours or more advance notice. The customer will be charged for and agrees to pay for any scheduled hours for cancellations with less than 48 hours' notice.

4.4.2 Customer is responsible for placing any written time limits – if necessary – before services are provided by REND Tech Associates and cannot be retroactive.

4.4.3 This agreement may be canceled at any time post expiry of the “Agreement Term” by either party with 90 days notice in writing. All outstanding amounts are still payable.

4.4.4 Customer acknowledges that the person signing this Agreement on its behalf is authorised to do so and may bind Customer to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorised agent or employee of Customer.

**4.6 Notice**

4.6.1 All notices, requests, and communications under this Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served or served by facsimile on the party to whom notice is to be given. If notice is mailed, it shall be deemed to be given within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and addressed to the party at the address set out below, or any other address that any party may designate by written notice from time to time.

Customer: REND

Company: REND Tech Associates, PO Box 417 Pyrmont 2009 NSW Australia

**4.7 Alterations to Services or Equipment**

4.7.1 If Customer alters any Services or Equipment conducted by REND Tech Associates without the express written consent of REND Tech Associates, Customer does so at its own risk and expense. REND Tech Associates shall not be liable or responsible for problems created as a result of Customer’s alteration of Services, Equipment and/or Customer’s network or system. If Customer wishes REND Tech Associates to correct or fix its alterations or problems relating thereto, such Services by REND Tech Associates will be considered a new project and Customer agrees that the same terms and conditions set out in this Agreement shall apply.

4.7.2 REND Tech Associates needs to be informed of any additional hardware, peripherals or users to be added to the network. If damage is done by these, REND Tech Associates reserves the right to bill for time reconfiguring/resolving issues.

**4.8 Obligation to Back-up Software**

4.8.1 Customer shall be responsible for maintaining backups of all critical software, documents, and applications on all of Customer’s file servers, personal PC’s, organizers, and other electronic equipment.

4.8.2 REND Tech Associates recommends an offsite back up system that is disk-based or secure cloud backup, and an onsite backup using a Network Attached Storage (NAS).

4.7.3 As part of this agreement REND Tech Associates will monitor backup reports on a daily basis, however, it is the customer’s responsibility to change backup devices daily and take them offsite to a secure location. REND Tech Associates cannot be held responsible for the integrity of the data on the stored media. The customer can periodically request REND Tech Associates to restore the data to an alternative system to test the data. This is done at the customer’s expense.

**4.9 Reimbursement for Supplies**

4.9.1 On occasion, REND Tech Associates may need to purchase spare parts, other equipment, supplies, accessories, or software; in that case, the Customer shall be responsible to and agrees to reimburse REND Tech Associates for all such costs or expenses incurred under this project. No purchases will be made without prior Customer approval.

**4.10 Customer Warranty re Software Licensing**

4.10.1 Customer warrants that all software it provides to REND Tech Associates for installation, configuration, or use in any way, has been legally obtained and is properly licensed. Customer further warrants that it has legally purchased a sufficient number of copies of such software and that it has not violated any licensing laws.

4.10.2 REND Tech Associates has no knowledge regarding licensing of software provided to it by Customer and Customer indemnifies REND Tech Associates for any installation, configuration, or use of such software. Customer understands and acknowledges that it shall be solely responsible and liable for all licensing and purchasing of software.

**4.11 Relationship**

4.11.1 REND Tech Associates provides Services to Customer hereunder as independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

4.11.2 REND Tech Associates may use third party contractors to assist in servicing the clients. The contractors may includes clinical software vendors, technology specialists, clinical equipment vendors, and so on.

**4.12 Non Solicitation of Employees**

4.12.1 Customer acknowledges that REND Tech Associates has a substantial investment in its employees that provide Services to Customer under this Agreement and that such employees are subject to REND Tech Associates control and supervision. In consideration of this investment, Customer agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving REND Tech Associates written consent.

4.12.2 If any employee terminates his or her employment with REND Tech Associates (regardless of the reason for termination), and is employed by Customer (or any affiliate or subsidiary of Customer) in any capacity either during or within a six (6) month period, Customer shall immediately pay REND Tech Associates an amount equal to 50% of the then current yearly salary or wage paid by REND Tech Associates to such employee.

**4.13 Severability**

4.13.1 Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions hereof or, to the extent permitted by law, rendering that or any other provision invalid, illegal or unenforceable.

**4.14 Entire Agreement**

4.14.1 This Agreement contains the entire agreement between the parties regarding the subject matter herein and supersedes any prior agreements or representations, whether oral or written. No agreement, representation or understanding not specifically contained herein shall be binding unless reduced to writing and signed by REND Tech Associates and Customer.

**4.15 Legal Fees & Costs**

4.15.1 In any action involving the enforcement or interpretation of this Agreement, the prevailing party, whether Customer or REND Tech Associates, shall be entitled to its reasonable legal' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.

**4.16 Arbitration & Governing Law**

4.16.1 Any controversies arising out of or relating to this Agreement or the interpretation, performance, or breach thereof shall be settled by binding arbitration in New South Wales. Judgment upon any award rendered by the arbitrator(s) may be entered and enforced in any court having jurisdiction.

4.16.2 New South Wales law shall govern the construction, validity, and interpretation of this Agreement and the performance of its obligations.

**4.17 Privacy & Confidentiality**

By signing this agreement, REND Tech Associates as a company and it's staff agree to:

- To keep strictly confidential any personal information that REND Tech Associates staff, contractors, and employees may be exposed to as part of our contracted duties;
- Not to access any personal information without expressed authorization;
- To protect and preserve the confidential nature of any personal information that REND Tech Associates's staff, contractors, and employees has been expressly authorised to view;
- Any records or information, whether financial, medical or personal, regarding the history, condition, care treatment or billing of a patient.

- Any records or information relating to medical and administrative staff credentialing, discipline, or other peer review activities, including unreliable comments regarding appropriateness or necessity of care to a patient rendered by a practitioner.
- Any records, information, or data relating to our strategic, marketing, or business plans.
- Any records or information related to a pending, threatened, or potential lawsuit or any administrative, civil, criminal or another legal claim by or against the practice.

The client acknowledges that they are responsible for any cyber breaches relating to their data, documents and infrastructure. The client agrees that REND Tech only provides the services listed in the monthly costs schedule. Unless otherwise stated, REND Tech is not providing any cyber security or cyber deterrence services that fall outside the client's hardware/software investment.

**4.18 Reporting problems**

Normal Business Hours: 8 am – 6 pm Monday to Friday EST

Report Problems by any of the following:

- By email notification to [support@rend.com.au](mailto:support@rend.com.au)
- By telephone call to 1300 145 728

Response Times to Support Issues:

**Severity 1 - Critical Business Impact**

MAJOR FAULT - Outage affecting multiple or critical sites/users.

**Severity 1 - Critical Business Impact**

MAJOR FAULT - Outage affecting multiple or critical sites/users.

Typically indicates a problem with a business-critical application affecting a primary business process or a broad group of end-users such as an entire department, floor, branch, line of business, or a significant number of external customers. No workaround available.

Examples:

- Major application down due to infrastructure failure/incident (e.g., Failure of Database or Application infrastructure hosting business critical applications)
- Business critical applications not available
- Severe problem during critical periods (e.g., payroll processing, month-end processing, end of year, special events, Board meetings)
- Security violation (e.g. denial of service, port scanning)
- Security violation (e.g. denial of service, port scanning)

Time Frame

The issue should be resolved within 8 hours, or a workaround provided so the priority of the issue can be lowered.

**Severity 2 - Major Business Impact**

MAJOR FAULT - Severe loss of functionality.

Typically indicates a problem with a business-critical application affecting a primary business process or a broad group of end-users such as an entire department, floor, branch, line of business, or a significant number of external customers. No workaround is available.

Examples:

- Major application down due to infrastructure failure/incident (e.g., Failure of Database or Application infrastructure hosting business-critical applications)
- Business-critical applications not available



- Major application down due to infrastructure failure/incident (e.g., Failure of Database or Application infrastructure hosting business-critical applications)
- Business-critical applications not available
- Severe problem during critical periods (e.g., payroll processing, month-end processing, end of the year, special events, Board meetings)
- Security violation (e.g. denial of service, port scanning)

**Time Frame**

The issue should be resolved within 12 hours, or a workaround provided so the priority of the issue can be lowered.

**Severity 3 - Moderate Business Impact**

MINOR FAULT - End-user issue affecting a single or small group of users or outage that results in the creation of a problem log or trouble ticket.

**Examples:**

- A location/workgroup cannot use a particular function within a service
- Incident is not causing any serious disruption to a location's/workgroup operations or its ability to meet deadlines.
- Incident is confined to a single user or small group of users within a location/workgroup.
- Any off-line component of System is unavailable or Business Application is unavailable to one site, or any other System function or Network System function is unavailable (other than described above).

**Severity 4 - Minimal Business Impact**

MINOR FAULT - End-user request

An incident which does not directly impact the clients operations and/or has a limited financial consequence

A minor issue or user request

**Time Frame**

The issue should be resolved within 7 business days, or a workaround provided so the priority of the issue can be lowered.

**"Customer"**

*Signed*

*Date: Not yet accepted*

**REND Tech Associates:**

*Signed*

*Date: Not yet submitted*

## 5 Direct Debit Agreement

### 5.2 Financial Details

I / We authorise REND Pty Ltd ABN 14 159 751 738, to debit my/our account at the Financial Institution identified through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Arrangements stated above and this Direct Debit request and as per the DDR Service Agreement provided.

### 5.3 Authorisation

The client will receive an invoice where they will be able to set up the direct debit payment. The client acknowledges that they authorise REND .Pty .Ltd (REND Tech Associates) to make the deductions.

## 6 Direct Debit Request Service Agreement

### 6.1 DEBITING YOUR ACCOUNT

6.1.1 By signing this Agreement, You have authorised REND Tech Associates to arrange for funds to be debited from Your Account. You should refer to this Agreement for the terms of the arrangement between REND Tech Associates and You.

6.1.2 We will only arrange for funds to be debited from Your Account as authorised in this Agreement.

6.1.3 If the Debit Day falls on a day that is not a business day, we may direct Your Financial Institution to debit Your Account on the following business day.

### 6.2 CHANGES BY US

6.2.1 Changes to this agreement can be made provided both parties agree to the amendment, in writing.

### 6.3 CHANGES BY YOU

6.3.1 Subject to 3.2 and 3.3, You may change the arrangements under this Agreement Request by contacting Us on 1300 792 586 or write to PO Box 417 Pyrmont 2009

6.3.2 If You wish to stop or defer a Debit Payment You must notify Us in writing at least 21 days before the next Debit Day. This notice should be given to REND Tech Associates in the first instance.

6.3.3 You may also cancel Your authority for Us to debit Your Account at any time by giving Us 21 days' notice in writing before the next Debit Day. This notice should be given to REND Tech Associates in the first instance.

### 6.4 YOUR OBLIGATION

6.4.1 It is Your responsibility to ensure that there are sufficient clear funds in Your Account to allow a Debit Payment to be made in accordance with this Agreement.

6.4.2 If there are insufficient clear funds in Your Account to meet a Debit Payment:

- a. You may be charged a fee and/or interest by Your Financial Institution;
- b. You may also incur fees or charges imposed or incurred by REND Tech Associates ; and
- c. You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that we can process the Debit Payment.

6.4.3 You should check Your Account statement to verify that the amounts debited from Your Account are correct.

6.4.4 If REND Tech Associates is liable to pay goods and services tax (GST) on a supply made in connection with this Agreement, then You agree to pay REND Tech Associates on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

6.4.3 You should check Your Account statement to verify that the amounts debited from Your Account are correct.

6.4.4 If REND Tech Associates is liable to pay goods and services tax (GST) on a supply made in connection with this Agreement, then You agree to pay REND Tech Associates on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

6.5.2 If we conclude as a result of our investigations that Your Account has been incorrectly debited we will respond to Your query by arranging for Your Financial Institution to adjust Your Account (including interest and charges) accordingly within 14 days. We will also notify You in writing of the amount by which Your Account has been adjusted within 14 days.

6.5.3 If we conclude as a result of our investigations that Your Account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding within 14 days.

6.5.4 Any queries You may have about an error made in debiting Your Account should be directed to Us in the first instance so that we can attempt to resolve the matter between Us and You. If we cannot resolve the matter you can still refer it to Your Financial Institution, which will obtain details from you of the disputed transaction and may lodge a claim on Your behalf.

**6.6 ACCOUNTS**

6.6.1 You should check:

- a. with Your Financial Institution whether direct debiting is available from Your Account as direct debiting is not available on all accounts offered by financial institutions;
- b. Your Account details which You have provided to Us are correct by checking them against a recent Account statement; and
- c. With Your Financial Institution if You have any queries about completing the first page of this Agreement.

**6.7 CONFIDENTIALITY**

6.7.1 We will keep Your Account details confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorized use, modification, reproduction, or disclosure of that information.

6.7.2 We will only disclose information that we have about You:

- a. to the extent specifically required by law; or
- b. for the purposes of this Agreement (including disclosing information in connection with any dispute, query, or claim).

**6.8 NOTICE**

6.8.1 If You wish to notify Us in writing about anything relating to this Agreement, You should write to REND Pty Ltd, PO Box 417 Pyrmont 2009 or email [accounts@rend.com.au](mailto:accounts@rend.com.au)

6.8.2 We will notify you by sending a notice in the ordinary post to the address you have given REND Tech Associates in this Agreement.

6.8.3 Any notice will be deemed to have been received two business days after it is posted.

**6.9 DICTIONARY**

6.9.1 In this Agreement, unless the context requires another meaning:

“Account” means the Account held at Your Financial Institution from which we are authorised to arrange for funds to be debited;

“Agreement” means the Direct Debit Service Agreement between You and Us;

“Business Day” means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia;

“Debit Day” means the day that payment by You to Us is due;

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

“Us” or “We” means **REND Tech Associates**, the Debit User You have authorised by signing this Direct Debit Service Agreement;

“You” or “Your” means the customer(s) who signed this Direct Debit Service Agreement;

“Your Financial Institution” is the financial institution where You hold the Account that You have authorised Us to arrange to debit.

**6.10 Fees and Charges**

6.10.2 Dishonoured payment fee: the amount we have to pay our bank when a payment received by cheque, draft, credit card or direct debit is dishonoured will be debited to your account upon such dishonour. As at the Delivery Date the amount we have to pay is \$9.00.

6.10.3 A nondirect debit fee of \$2.50 will be debited to your Account when you make a payment by means other than credit card or direct debit.

6.10.4 A late payment fee of \$7.50 will be debited to your Account on each Payment Day on which any payment has not been paid by its due date.

6.10.5 Solicitors and mercantile agent's fees: the amount we have to pay to any solicitors or mercantile agents acting for us in connection with the Contract (apart from enforcement expenses) will be debited to your Account when it is incurred.