

# Terms of Service

*(Last updated on 17 December 2018)*

This is the Terms of Service Agreement ("Agreement") for illion Australia Pty Ltd T/A TenderLink (Australia) and TenderLink Limited T/A TenderLink (New Zealand), and hereinafter referred to as ("TenderLink").

This Agreement describes the terms of service ("Terms") applicable to your use of the TenderLink e-tendering system and any content or information published on the TenderLink.com website, any sub-domains of TenderLink, and any other website pages on which services are provided by TenderLink (collectively, "the TenderLink website").

Your acceptance to becoming a registered user is subject to your agreement to the Terms shown here.

**PLEASE READ THIS AGREEMENT CAREFULLY**, with particular attention to clause 4.0, Fees and Payment.

## **1. Continuing Acceptance of Terms**

- 1.1 When using any service provided by TenderLink (including completion of the registration process to become a subscriber) ("Service"), you must agree to the terms of service of this Agreement, which TenderLink at its discretion may change from time to time. Any changes to the Terms will be notified to you in writing (eg via e-mail) by sending you a link to the new Terms. If you do not agree to the updated Terms, you may terminate your Service by notifying us in writing (provided you do so within 10 days of our notice). Your continued use of the Service beyond the 10 day period will be considered acceptance of the updated Terms. If you elect to terminate your Service under this clause you agree that you will not be entitled to any refund of the Subscription Fee or any of the other fees associated with your particular plan or pricing option.
- 1.2 Unless explicitly stated otherwise, any new features that augment or enhance the Service shall be subject to this Agreement. This Agreement may not otherwise be modified except in writing and signed by an authorised officer of TenderLink.

## **2. Who can use the Services?**

- 2.1 The Services are only available to individuals or companies (or other legal entities) who can form legally binding contracts under applicable law. Individual Subscribers must be at least 18 years of age.
- 2.2 TenderLink may, in its sole discretion, refuse the Services to anyone at any time and without reason.

## **3. Registration Obligations**

- 3.1 If you register as a Subscriber on the TenderLink website, you agree to:
  - (a) provide true, accurate, current and complete information about your organisation (or yourself in the case of an individual Subscriber) as prompted by the subscriber registration form on the TenderLink website, or, where a TenderLink Sales Consultant assists you with the registration, you will be asked to agree to these Terms before acceptance of your subscription; and
  - (b) maintain and promptly update the Subscriber information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, TenderLink has the right to suspend or terminate your registration and/or refuse any and all current or future use of the Services (or any portion of them).
- 3.2 If you have registered as a Subscriber on behalf of a company or other entity, then you represent and warrant that you have the authority to bind such company or other entity to the Terms.

## **4. Fees and Payment**

Note: TenderLink provides individual e-procurement systems (a portal) to a large number of Purchaser

organisations. As a potential supplier to these Purchaser organisations, access to these individual portal services is usually provided to you without charge (ie no charge other than your TenderLink subscription fee), unless otherwise stated (eg Purchaser organisation may specify that additional document download fees apply). The provisions of this clause are only applicable where fees apply.

- 4.1 In consideration of being granted a password, username and access to the Services, you agree to pay TenderLink the Subscription Fee and any other fees associated with your particular plan or pricing option (as per the TenderLink website under Pricing). You may make payments for the Subscription Fee by authorising annual or monthly automatic charges or debits to your credit card or debit card ("**Automatic Payment**"). You must also pay any document download or similar charges notified to you by a Purchaser organisation.
- 4.2 I/We understand that at any time TenderLink may forward the personal information provided by me during the registration process to their agent for the purpose of undertaking a credit check. The outcome of the credit check may result in altered payment terms or discontinuation of service. I/We further understand that:
- i) TenderLink's agent will give TenderLink information about me for the purpose of a credit check.
  - ii) TenderLink will give my personal information to their agent who will hold that information on their systems and use it to provide their credit reporting service.
  - iii) TenderLink's agent may give my personal information to their other credit reporting service customers.
  - iv) TenderLink may use their agent's credit reporting services in the future for purposes related to the provision of credit to me. This may include using their agent's monitoring services to receive updates of any changes in my personal information.
  - v) If I default in my payment obligations to TenderLink, information about that default may be given to their agent, who may then give information about my default to other customers.

All information collected and stored is done so in accordance with the guidelines of the Privacy Act 1993 (NZ) and Privacy Act 1988 (AU), in each jurisdiction where applicable.

- 4.3 **Payment Date**  
Subject to any authorised Automatic Payment settings, payment of all fees is due no later than the 30th of the month following the date of the invoice. Payment may be made by credit card, direct credit to our bank account or by cheque. Details of the payment options, including our bank account details, are shown on all invoices. Invoices are system generated and emailed to you. If requested by you, TenderLink will send you a hard copy by post.
- 4.4 **Overdue Invoices and Suspensions:**  
Subject to any authorised Automatic Payment settings, it is your responsibility to pay us for services we provide to you by the due date. If payment has not been received for any invoice by seven (7) days after the due date, your subscription may be suspended until full payment has been received and cleared, at which time our services will be reinstated for the remainder of your contracted subscription period.
- 4.5 **Recovery**  
TenderLink may, at its sole discretion, engage a collection agency to collect any overdue payments on our behalf. In jurisdictions where the costs of engaging a third party to collect outstanding payments can be passed to the customer, you will be responsible for the costs associated with the recovery of your debt. Should your debt be referred to a collection agency, a default may be lodged on your credit report on behalf of TenderLink.
- 4.6 **Your Notification Subscription provides the following services for the number of users allowable under your chosen subscription plan for the contracted subscription period;**  
(a) unlimited use of the TenderLink website [www.TenderLink.com](http://www.TenderLink.com); and  
(b) unlimited use of the e-mail tender notification service.
- 4.7 **Cancellations, Refunds and Transfers**  
After authorising the purchase of a subscription for which a fee is payable, including renewing your subscription for a Further Term for which a fee is payable, you agree that the subscription cannot be terminated or cancelled by you (except under clause 1.1 or clause 12.2), the Subscription Fee including any other fees associated with your particular plan or pricing option will not be refundable and that the subscription is not transferrable by you.
- 4.8 **Subscription Renewals**  
To maintain continuity of service, TenderLink subscriptions are automatically renewed and invoiced as described in clause 12.2. You will receive a reminder prior to renewal invoicing.

## **5. E-mail Password and Security**

- 5.1 TenderLink's services will be provided to the e-mail address as held within our system at the time of sending.
- It is your responsibility to notify us of any changes to your e-mail address, or to those of other users listed under your account.
- 5.2 After successful registration as a Subscriber, you will receive an e-mail which includes your selected username and password. You are solely responsible for maintaining the confidentiality of your username and password and you are fully responsible for ensuring your details remain confidential to you.
- 5.3 You undertake to ensure that additional subscription users listed under your account fully comply with these Terms. You remain responsible for all actions of users listed on your account and shall ensure all such users are authorised by you.
- 5.4 You agree that you, as the Subscriber, will be wholly responsible for all actions taken and any losses, costs or claims whatsoever incurred as a result of usage of the services provided by TenderLink.
- 5.5 You agree to:
- (a) immediately notify TenderLink of any unauthorised use of your password or username, including that of your general user accounts; and
  - (b) ensure that you properly exit the TenderLink website at the end of each session.
- 5.6 TenderLink will not be liable for any loss or damage arising from your failure to comply with this Term.

## **6. Appropriateness of Search Profiles**

Although TenderLink staff are available to assist you with creating and/or amending your search profiles, all profiles associated with your user registration are your responsibility. As such, TenderLink accepts no responsibility for the appropriateness of the Tender notices you receive, either as a result of a manual search or via our e-mail notification service.

## **7. Copyright**

- 7.1 You acknowledge and accept that the material, information or data relating to tenders on the TenderLink website, including but not limited to tender notices, Request for Information (RFI) notices, Request for Proposal (RFP) notices, advertisements, messages, addenda and updates in any form whatsoever, including text, software, artwork, graphics, photographs, images, sounds, music, audio material, video material and audio-visual material ("Material") is owned by or licensed to TenderLink and is protected by copyright.
- 7.2 You acknowledge and understand that unauthorised copying, re-publication or use of the Material may violate copyright, trademark, and other laws.
- 7.3 You are authorised by TenderLink to view, download, print and copy from the TenderLink website only such copies of the Material as are strictly necessary for your records as a Subscriber and your own use for the purposes of considering and responding to the tenders available to you from the TenderLink website.
- 7.4 You must retain all copyright and other proprietary notices contained in the original Material or any copy you make of the Material.
- 7.5 Except in accordance with the express provisions of this Agreement, you may not save, download, cut and paste, sell, licence, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, catalogue, aggregate or create derivative works from, or otherwise use in any way, the Material or any part thereof, without the written permission of TenderLink.
- 7.6 You may request permission to use the Material other than in accordance with the express provisions of this Agreement by e-mail to [legal@TenderLink.com](mailto:legal@TenderLink.com) or by post to the postal address published on the TenderLink website. TenderLink reserves the right to refuse to grant such permission at its sole discretion and without reason.

- 7.7 The publication or use of the Material on any website other than the TenderLink website or in a networked computer environment for any purpose other than in accordance with this clause 7 is strictly prohibited.
- 7.8 You agree to immediately notify TenderLink by e-mail to [legal@TenderLink.com](mailto:legal@TenderLink.com) or by post to the postal address published on the TenderLink website if you become aware of:
- (a) any copying, publication or use of the Material which would or may amount to a breach of the terms of this clause 7 by any person; and
  - (b) any material on the TenderLink website which infringes or may infringe your copyright or any other person's copyright
- 7.9 You acknowledge and understand that TenderLink reserves the right to take whatever action it deems necessary without further notice to protect and enforce its rights. This includes commencing Court proceedings for copyright infringement seeking injunctive relief, compensation in the form of damages or an account of profits, and the payment of legal costs.

## **8. Privacy**

- 8.1 TenderLink will only use any personal information you provide to us in accordance with applicable laws and this Agreement. Our full Privacy Statement can be viewed on our website, [www.tenderlink.com](http://www.tenderlink.com).
- 8.2 We ask you to supply information that we will record on our files for the purposes of providing the Service. This information remains confidential and we will not provide our customer details or e-mail addresses to a third party for commercial gain. However, at our discretion, we may provide your contact details to an external provider of research services for the purpose of gathering information designed to improve the delivery of our products and services. Some of the information we store within our database is also stored on our website. This information is used to allow you as the Subscriber access to our services online. Not all of your information is available on our website.
- 8.3 For each visitor to our website, our web server may record the details of your IP address. If this is recorded, it is used to research the search functions on our websites that enable us to better understand usage patterns, visitor movements within our site, search options requested etc. The IP address is not held on a database at any stage. Subscribers to our services who provide e-mail addresses do so on the understanding that their e-mail addresses are a necessity to enable us to provide the service.
- 8.4 The primary purpose for which we collect information about you is to provide you with products and services you have requested. We also collect information about you for the purposes outlined below:
- to provide you with news and information about TenderLink's products and services;
  - for purposes necessary or incidental to the provision of goods and services to you;
  - to personalise and customise your experiences;
  - to manage and enhance our products and services;
  - to communicate with you, including by e-mail, mail or telephone;
  - to verify your identity;
  - to investigate any complaints about or made by you, or if we have reason to suspect that you are in breach of any of our terms and conditions or that you are or have been otherwise engaged in any unlawful activity; and/or
  - as required or permitted by any law (including the Privacy Act).

## **9. Submission of Tender Bids**

For the purpose of this Agreement, Tender Bids are any offer for supply of goods or services you make as a response to a tender or ERFx notice from a Procuring Party ("Procuring Party") that you may access via the Services. You acknowledge and agree to the following:

- 9.1 It is your responsibility to ensure that your Tender Bids are fully compliant with the terms and conditions contained in a relevant Tender Bid and any amendments thereto from the Procuring Party, and that you have paid all necessary fees required in respect of such Tender Bid. TenderLink will not be liable in any way for your failure for any reason to comply with such terms and conditions.
- 9.2 It is your responsibility if you wish to upload data for submission to an electronic tender box pursuant to a Tender Bid through the TenderLink website to ensure that such data is in a standardised electronic form and

configuration ("Standard Format") compatible both with TenderLink's and the Procuring Party's systems and requirements. Failure to do so will constitute an unauthorised modification of the data for which neither TenderLink nor the Procuring Party shall be responsible. If you have any doubts concerning the appropriate Standard Format you should contact either TenderLink or the Procuring Party.

- 9.3 You must be aware that not all Requests for Tenders or ERFx notices published on the TenderLink website can be responded to electronically. You should always check to ensure that the relevant Request for Tender or ERFx notice may be responded to electronically via the TenderLink website, in such instance an Electronic Tender Box will be available, or manually (mail/fax/e-mail) where the Procuring Party requests this.
- 9.4 It is your responsibility to ensure that any tender or ERFx notice you respond to is lodged with the Procuring Party before the closing date and time. TenderLink will, to the best of its ability, ensure that closing dates and times are correct, however we accept no responsibility for incorrect closing dates and times for tender responses to be submitted using the electronic tender box provided, or where you are required to submit your response manually in accordance with the instructions from the Procuring Party. You should thoroughly check the closing dates and times within any tender documentation or check directly with the Procuring Party if in any doubt.
- 9.5 By agreeing to these terms and conditions, you acknowledge that TenderLink cannot and will not act in any capacity (including, but not limited to, your agent or intermediary) with respect to influencing or amending the rules, practices or procedures of the Procuring Party including, but not limited to, deadlines, information required or the format of your bid.
- 9.6 If you are the successful Tenderer in relation to any Tender Bid you will be notified by the Procuring Party directly. TenderLink does not accept any responsibility in processing any notification between Procuring Party and Subscribers to the TenderLink Services.
- 9.7 You release and indemnify TenderLink (and its officers, employees, agents and associates) from any and all claims, demands and damages whatsoever made against TenderLink by you and/or a third party (including a Procuring Party) in relation to the Services provided to you.

## **10. Restriction on Use**

You agree to comply with Tenderlink's Reasonable Use Policy which can be accessed at:  
<https://www2.tenderlink.com/reasonable-use-policy.php>.

## **11. Supported Browsers and Operating Systems**

- 11.1 You acknowledge that the Services are intended for use with the web browsers and operating systems found at the following link: ("[Supported Browsers and Operating Systems](#)"). This list may be updated by us from time to time, and it is your responsibility to periodically confirm that you are using a Supported Browser and Operating System.
- 11.2 We are not liable in any way for your use of the Services with a web browser or operating system other than the Supported Browsers and Operating Systems. In particular, we are not liable for any functionality errors or security breaches that occur through use of a non-supported web browser or operating system.

## **12. Term, Renewals & Termination**

- 12.1 The Services begin on the start date and continue for the duration specified in your online subscription ("**Initial Term**").
- 12.2 On expiry of the Initial Term, your Services will automatically roll over indefinitely for 12 month renewal periods (each a Further Term). This automatic rollover will take place unless either you or TenderLink give prior written notice not to renew – which must be given at least 14 days before the start date of each Further Term. You agree that we may increase the Fees applicable to a Further Term by giving you no less than 30 day's notice prior to your renewal taking effect.
- 12.3 If you breach any of the Terms of this Agreement, your permission to use the TenderLink website and any Services may be automatically and permanently terminated by us (including by terminating your password and username designation). In that case, we may remove and discard any Material, information or data (including Tender Bids) you provide to us or another user.

- 12.4 If your permission to use the TenderLink website and any Services is terminated, you must immediately destroy any copies (in hard copy or electronic form) that you have made or caused to be made of the Material.
- 12.5 You agree that any termination of your access to the Services under any provision of this Agreement by TenderLink may be effected without prior notice, and acknowledge and agree that TenderLink may immediately deactivate or delete your account and related information and files in your account and/or bar any further access to such files or the Services.
- 12.6 Further, you agree that TenderLink shall not be liable to you or any third party for any termination of your access to the Services.

### **13. Disclaimer**

This Clause is subject to Clause 14.5

- 13.1 Unfortunately, we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data or other service interruptions. For this reason, you expressly understand and agree that your use of the Services is at your own risk. The Services are provided on an 'as is' and 'as available' basis. TenderLink and any procuring parties expressly disclaim to the fullest extent permitted by law all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. TenderLink makes no warranty that: (1) the Services will meet your requirements; (2) the Services will be uninterrupted, timely, secure, or error-free; (3) the results that may be obtained from the use of the Services will be accurate or reliable; and (4) the quality of any products, services, information or other material, (whether as part of or as a result of a Tender Bid or otherwise) obtained by you or any user through the Services will meet your expectations. Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from TenderLink or through or from the Services shall create any warranty not expressly stated in the Agreement.

### **14. Limit of Liability**

- 14.1 Users expressly understand and agree that TenderLink shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, costs of delay, goodwill, use, data or other intangible losses whether based on contract, statute or otherwise (even if TenderLink has been advised of the possibility of such damages), resulting from (1) the use or the inability to use the Services (2) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into Through or from the Services (3) unauthorised access to or alteration of your transmissions or data; (4) statements or conduct of any third party on the Services; or (5) any other matter relating to the Services.
- 14.2 TenderLink does not underwrite the identity or performance of any Subscriber Procuring Party or other user of the TenderLink website and will not be held liable for any losses, costs or claims whatsoever arising out of any fraudulent or mistaken identity assumed by any party using the TenderLink website or any unauthorised use of any digital certification issued thereunder.
- 14.3 TenderLink does not make any representations or warrant any of the information made available by procuring parties. You agree that TenderLink shall have no responsibility or liability for any information, transaction, transmission, submission, correspondence, storage, identification, screening, compliance issues, issue of digital identification, unlawful transactions by other persons in connection with or arising out of any tender exercise.
- 14.4 Nothing in this clause excludes TenderLink's liability for personal injury or death caused through the negligence of TenderLink, its employees, servants or agents, neither does it seek to exclude liability for fraudulent misrepresentation by TenderLink.
- 14.5 In cases of any losses not otherwise excluded by a Term of this Agreement, TenderLink's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement, or based on any claim for indemnity or contribution will not exceed the sum of the most recent notification subscription fee paid by you to TenderLink.

- 14.6 You confirm the services are being provided for business purposes and agree that the provisions of the Consumer Guarantees Act 1993 (NZ) do not apply.

## **15. Indemnity**

- 15.1 You agree to indemnify and hold TenderLink and our subsidiaries, related entities, affiliates, officers, directors, agents, and employees, harmless from any claim or demand (including legal expenses and the expenses of other professionals) made by you or a third party owing to, or arising out of, your use of the Services provided by TenderLink or your breach of this Agreement or the documents it incorporates by reference (including, without limitation, use of digital certification for an unauthorised purpose), or your violation of any law or the rights of a third party.

## **16. Compliance with Laws**

- 16.1 You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Services and your participation in any Tender Bids, complying with all applicable laws regarding the transmission of technical data exported from the country in which you reside or other relevant jurisdiction.

## **17. No Agency**

- 17.1 No agency, partnership, joint venture employee-employer or franchiser-franchisee relationship is intended or created between you, TenderLink or any Procuring Parties by reason of this Agreement or your use of the Services.

## **18. Links**

- 18.1 The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because TenderLink has no control over such sites and resources, you acknowledge and agree that TenderLink is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.
- 18.2 You further acknowledge and agree that TenderLink shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, use of or reliance on any such content, goods or services available on or through any such site or resource.

## **19. Notices**

- 19.1 Except as explicitly stated otherwise, any notices shall be given by e-mail to TenderLink or to the e-mail address you provide to TenderLink during the registration process (in your case), or such other address as the party shall specify. Notice shall be deemed given twenty-four (24) hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid.
- 19.2 Alternatively, we may give you notice by prepaid postage to the address provided to TenderLink during the registration process. In such case, notice shall be deemed given four (4) days after the date of mailing.

## **20. Force Majeure**

- 20.1 TenderLink shall not be liable to you for delays and failures in performance resulting from causes beyond our reasonable control, including, but not limited to, acts of God, labour disputes, disturbances, material shortages, or rationing, riots, acts of war, government regulations, communication or utility failures, or casualties.

## **21. Assignment**

- 21.1 TenderLink may assign this Agreement without your consent.

## **22. Miscellaneous**

- 22.1 This Agreement constitutes the entire agreement between you and TenderLink and governs your use of the Services, superseding any prior written or oral agreements between you and TenderLink.
- 22.2 This Agreement shall be governed by:
- (a) where the Supplier registers on an Australian-based Purchaser portal - the laws of New South Wales; and
  - (b) where the Supplier registers on a New Zealand-based Purchaser portal - the laws of New Zealand,
- and in either case the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the relevant place.
- 22.3 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.
- 22.4 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 22.5 Headings are for convenience only and in no way define, limit, construe or describe the scope or extent of such section.
- 22.6 References to the singular shall include the plural and vice versa.
- 22.7 The meaning of general words is not limited by specific examples introduced by including or, for example, or similar expressions.
- 22.8 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 22.9 A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or the other agreement or document.
- 22.10 A reference to a party to this Agreement or another agreement or document includes the party's successors and permitted assigns.

## **23. Direct Debit Request Service Agreement (Australia)**

For customers using Direct Debit, this is your Direct Debit Service Agreement with Cloud Payments ACN 154 014 785, APCA User ID Number 450969. Cloud Payments have been contracted by TenderLink to collect the Instalments due under this Agreement. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR).

### **23.1 Debiting your account**

- i) By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this Agreement for the terms of the arrangement between us and you.
- ii) We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request. Or; we will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request a billing advice which specifies the amount payable by you to us and when it is due.
- iii) If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.



### 23.2 Amendments by us

We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days' written notice.

### 23.3 Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 14 days' notification by emailing [credit@tenderlink.com](mailto:credit@tenderlink.com) or arranging it through your own financial institution, which is required to act promptly on your instructions.

### 23.4 Your obligations

- i) It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- ii) 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 us; 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.
- iii) You should check your account statement to verify that the amounts debited from your account are correct.

### 23.5 Dispute

- i) If you believe that there has been an error in debiting your account, you should notify us directly on [credit@tenderlink.com](mailto:credit@tenderlink.com) and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.
- ii) 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. We will also notify you in writing of the amount by which your account has been adjusted.
- iii) 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 in writing.

### 23.6 Accounts

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 before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

### 23.7 Confidentiality

- i) We will keep any information (including your account details) in your Direct Debit Request 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 unauthorised use, modification, reproduction or disclosure of that information.
- ii) 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 query or claim).

### 23.8 Notice

- i) If you wish to notify us in writing about anything relating to this agreement, you should write to [credit@tenderlink.com](mailto:credit@tenderlink.com).
- ii) We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
- iii) Any notice will be deemed to have been received on the third banking day after posting.

## 24. Direct Debit Request Authority (New Zealand)

### 24.1 Debiting your account

- i) You authorise the debit of your account with the amounts of direct debit instructions received from TenderLink by Cloud Payments, or IntegraPay, (the 'Initiator') in accordance with this authority until further notice from yourself.
- ii) You agree that this authority is subject to:
  - (a) your bank's terms and conditions that relate to your account; and
  - (b) the specific conditions listed below.

### 24.2 Specific Conditions

- i) You agree that the Initiator must give you at least 10 days' prior notice of each direct debit, including the first direct debit in a series.
- ii) Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to you.
- iii) You can also agree with the Initiator to receive a same day notice for direct debits specifically requested by you.
- iv) All notices must be in writing, but can be delivered electronically, if you have agreed that with the Initiator.
- v) You can also ask TenderLink to reverse a direct debit up to 120 days after the direct debit if:
  - (a) You didn't receive proper notice of the amount and date of the direct debit; or
  - (b) You received notice but the amount or date of the direct debit is different from the amount or date on the notice.
- vi) If TenderLink dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit, you understand that the Initiator doesn't need to notify you again about that direct debit.

## 25. Direct Debit Definitions

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

**agreement** means this Direct Debit Request Service Agreement between you and us.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia / New Zealand

**debit day** means the day that payment by you to us is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the Direct Debit Request between us and you.

**us or we** means TenderLink, (the Debit User) you have authorised by requesting a Direct Debit Request.

**you** means the customer who has signed or authorised by other means the Direct Debit Request.

**your financial institution** means the financial institution nominated by you on the Direct Debit Request.