

1. APPLICATION

- 1.1** This document constitutes a Service Schedule and must be read together with the Master Services Terms and Conditions, the Definitions Schedule and other Relevant Agreements.
- 1.2** The provisions of this Service Schedule apply where AmBank provides the Autodebit Service to Customer.
- 1.3** In this Service Schedule, unless the context otherwise requires:
- a) "Payments" means the payments payable by the Mutual Clients to Customer at monthly, specific or regular intervals.
 - b) "Payment Accounts" means Payment Accounts which are held by Mutual Clients with AmBank.

2. AUTODEBIT SERVICE OFFERED

- 2.1** The Autodebit Service shall only be provided in respect of Mutual Clients who have duly completed and delivered a Direct Debit Authorization to AmBank, and whom Customer has registered with AmBank for the purposes of the Autodebit Services.
- 2.2** Customer shall be responsible for registering Mutual Clients and for delivering Direct Debit Authorizations to AmBank. Customer shall:
- (a) take all reasonable steps to verify the identity of each Mutual Client and the accuracy and completeness of each Direct Debit Authorization prior to delivery of the same;
 - (b) ensure that each Direct Debit Authorization is in the form stipulated by AmBank from time to time;
 - (c) indemnify and hold AmBank harmless against all actions, claims, demands, losses, damages, charges expenses (including all legal costs as between solicitor and clients) and all other liabilities whatsoever which may be brought, taken, incurred or suffered by AmBank in connection with any Direct Debit Authorization (or absence, incompleteness or inaccuracy of the same) or any other breach of Customer's obligations under this Service Schedule (including but not limited to inclusion in any Payment Files of Mutual Clients who have not been registered or who have not provided Direct Debit Authorizations).
- 2.3** AmBank shall only provide the Autodebit Service in relation to any particular Mutual Client if there are sufficient funds in the relevant Payment Account on the Payment Date. It is not AmBank's responsibility to ensure the sufficiency of such funds. Customer acknowledges that AmBank may levy a charge on the relevant Mutual Client if an Autodebit Service transaction fails because of insufficiency of funds.
- 2.4** Customer must notify AmBank immediately upon receipt of any amendment, cancellation or other variation of a Direct Debit Authorization by a Mutual Client. AmBank is obliged to carry out such amendment, cancellation or other variation of the Direct Debit Authorization within two (2) business days of AmBank's receipt of such notification.
- 2.5** In the event AmBank, in accordance with the Relevant Agreements, does not carry out or reverses any Autodebit transaction for any reason (including any omission or error in any Direct Debit Authorization, Payment File or Payment Instruction or instruction from the Mutual Client) Customer shall deal directly with the relevant Mutual Client in relation to the relevant Payment.
- 2.6** Customer may arrange for Mutual Clients to pay any Fees in relation to the Autodebit Service (in which instance Customer must ensure that such Mutual Clients provide all necessary authorizations to AmBank to debit their accounts for such Fees)

but Customer remains principally liable for any unpaid amount of such Fees.

3. OPERATIONAL REQUIREMENTS

- 3.1** Each Payment File shall be in the format and language, and contain such information, as agreed between Customer and AmBank from time to time. AmBank is not obliged to enquire as to the accuracy or completeness of any information contained in a Payment File.
- 3.2** Customer shall provide each Payment File to AmBank not later than 12 p.m. on the last Business Day preceding the relevant Payment Date. All Payment Files received before 12p.m will be processed on the same day and AmBank will examine the Payment File promptly upon its receipt of the same. In the event that:
- (a) the Payment File is incomplete, damaged, corrupted, or cannot be read or processed electronically for any reason, AmBank shall notify Customer of such fact no later than 5:00 p.m. on the Business Day following AmBank's receipt of the Payment File. Customer shall deliver to AmBank a replacement Payment File by 12:00 noon on the Business Day before the Payment Date (rescheduled where applicable), failing which AmBank shall not be obliged to perform the relevant Autodebit Service transaction;
 - (b) a Payment file is complete and free from error, and can be processed electronically, AmBank shall process the Payment File on the applicable Payment Date and the date on which the debit is performed will be reflected in the relevant Payment Account.
- 3.3** Customer authorises AmBank to credit all gross Payment amounts received to Customer's Account by such methods as may be agreed between Customer and AmBank, by 10:00 a.m. on the Business Day following completion of the an Autodebit Service transaction in respect of a Payment File.
- 3.4** Customer acknowledges that AmBank's system that processes Payment Files cannot process a stop payment or correction order on a particular Payment within a Payment File. AmBank shall only effect a stop payment or correction order in relation to any Payment within a Payment File if Customer provides to AmBank a stop payment or correction in writing together with a replacement Payment file (with the relevant Payment deleted from the Payment File or corrected) by 10:00 a.m. two (2) Business Days prior to the Payment Date.
- 3.5** AmBank shall deliver to Customer the Reconciliation File in respect of each Payment File by 10:00a.m on the next Business Day. The Reconciliation File shall be *prima facie* proof that the Autodebit Service transaction was performed in respect of the corresponding Payment File.
- 3.6** Customer acknowledges that in the event that the Reconciliation File cannot be processed by Customer for any reason, or in the event of a failure or malfunction of AmBank's systems, Mutual Clients may continue to make Payments relating to Customer's Services though the Autodebit Service pending resolution of the issue between AmBank and Customer.
- 3.7** In the event of any discrepancy between the Reconciliation File and the Customer's records, Customer shall inform AmBank of the same within seven (7) Business Days of its receipt of the Reconciliation File, whereupon AmBank shall within seven (7) working days of receipt of such notice furnish Customer with the relevant electronic journal, generated reports, or other forms of proof of the relevant Autodebit Service transactions.

- 3.8** Customer acknowledges that AmBank acts as collection agent only and AmBank relies solely on Payment Files provided by Customer to determine the appropriateness and quantum of Payments. In the event of any dispute by a Mutual Client as to the appropriateness or quantum of any Payment or provision of Customer's Services, such dispute must be resolved between Customer and such Mutual Clients.
- 3.9** A license free of charge is hereby granted by Customer to AmBank to use its trademark, logo and/or other business or service mark on all its advertising and promotional material and its Web site provided always that approval of Customer for any proposed use thereof shall be obtained prior to the public use/or release thereof.

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