

Terms and Conditions

By accessing and using our services you are taken to have read, accepted and agreed to be bound by the following terms and conditions.

Fees, Service Agreement, Terms and Conditions

DebtPayable agrees to provide debt recovery services, accept debt recovery listings, provide credit reporting services and provide access to debt recovery listings under the terms and conditions of this Agreement.

Fees for Debt Recovery Listings

You agree to list debt recovery listings with DebtPayable and DebtPayable agrees to accept the listings at the fees agreed to between the parties per below and subject to the terms of this Agreement.

Listing Fee:

\$90.00 (plus 10% GST) (plus \$20.00 (plus 10% GST) for any additional and joint debtor) subject to the terms of this Agreement and when one of the following events occurs:

1. The debt is paid in full.
2. The debtor/s makes payment arrangements acceptable to DebtPayable and the credit alert listing needs to be suppressed.
3. The debtor/s dies and the credit alert listing is removed.
4. The debtor/s are declared bankrupt and the credit alert listing is removed or re-listed as or under the heading Bankrupt.
5. You make a mistake and as a result we have to remove the credit alert listing.
6. You or your company, business or organisation decides to close your file.
7. You instruct DebtPayable to place the recovery action on a listing 'on hold' pending your further instructions, and DebtPayable does not hear from you within 30 days of the beginning of that hold period, then DebtPayable will charge you a listing fee as set out in clause 1 of the terms for 'Co-operation and Assistance'.
8. You fail to respond to a request from DebtPayable for further instructions and the listing is placed 'on hold' or for 'passive collection' as set out in clause 2 of the terms for 'Co-operation and Assistance'.

Where you have more than one listing lodged with DebtPayable for collection DebtPayable will raise an invoice and where possible hold payment for deduction from monies recovered from other debtors you have listed for collection with DebtPayable.

Once monies are collected from other debtors listed by you we reserve the right to deduct the listing fees and or collections fees (should the debtor have paid you direct) from monies collected on your behalf.

Where insufficient funds are available for deduction in payment of any outstanding invoices DebtPayable will forward the invoice to you for payment. Our payment terms are net fourteen (14) days on any invoices sent to you.

Collection Fee:

You instruct DebtPayable to recover the debts listed by you and DebtPayable agrees to provide debt recovery services at the fees agreed to between the parties and recorded below or at a percentage rate previously agreed to between the parties;

Collection Fee 20% (inclusive of 10% GST) on successful recovery.

DebtPayable agrees to accept unpaid debt listings and collect monies owed to you on a 'no collect no fee' basis, except in those circumstances as excluded in these terms and conditions.

Fees for Rejected Applications:

Administration Fee \$45.00 (plus 10% GST) on rejection.

Fees for Access to Credit Alert Listings

DebtPayable agrees to provide access to credit alert listings at the fees agreed to between the parties and recorded below.

Access Fee No Charge

For the purposes of this Agreement unless the context otherwise requires:

'DebtPayable', means Debt Management Made Easy Pty Ltd ABN 43 144 870 020 t/as DebtPayable.

'Registered Credit Providers', means a credit provider, credit reporting agency, trade insurer or mortgage insurer as defined in the *Commonwealth Privacy Act (1988)*.

'website' means the website www.debtpayable.com, as accessible by members or credit providers.

Debt Management Made Easy Pty Ltd t/as DebtPayable

ABN 43 144 870 020

PO Box

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com

Website: www.debtpayable.com

Terms and Conditions of Provision of Debt Recovery and Credit Alert Listing Services

Debt Management Made Easy Pty Ltd is a company incorporated in the State of South Australia which has implemented and is expanding a large database accessed via an online portal.

DebtPayable provides credit alert listing services via the online portal allowing its Registered Credit Providers to place, search and retrieve credit related information about individuals and businesses, subject to these terms and conditions.

1. You agree to provide such information as is required by DebtPayable for the purpose of providing the services outlined above.
2. You warrant that information you provide to DebtPayable is correct and accurate in all material details and that the debt is due and payable at the time you provide that information.
3. You warrant that you will notify DebtPayable immediately if it becomes known to you that any information that you have provided to DebtPayable is incorrect or inaccurate or that the debt is not due and payable.
4. You warrant that information that you provide to DebtPayable is checked by you at the time you provide that information and you authorise DebtPayable to take all action it deems necessary to recover the debt and provide the services outlined.
5. You agree to indemnify DebtPayable with respect to liability for any damages, costs or expenses including legal costs in respect of all claims, demands, actions or proceedings which may be brought or commenced against DebtPayable in consequence relating to or arising out of any inaccuracy of information provided by you (whether intentional, or unintentional).
6. You accept and understand that any Debt Recovery Listing placed by you will appear online at www.debtpayable.com and that if your documentary proof of debt is deemed unacceptable to DebtPayable that this debt will not be listed on the website.
7. You accept and understand that where the location of the debtor is known and after acceptance of your listing, that before any Unpaid Debt is listed on the website a Warning Notice (or more than one Notice, as the case may be) will be sent to this debtor warning that if the debt is not satisfied in twenty-one (21) days the listing will appear online at www.debtpayable.com.
8. You warrant that you will notify DebtPayable immediately if any debtor listed by you pays the debt to you or enters into an arrangement for payment so that the listing on the website can be suppressed.
9. You agree to waive your right to know the identity of any person(s) providing information in relation to your listing.
10. You warrant that you will forthwith disclose to DebtPayable in writing any matter or thing which is known, or becomes known to you after the date of entering this Agreement which is inconsistent with any of the warranties herein (without limiting any other right or remedy available to DebtPayable) upon discovering any fact, matter or circumstance inconsistent with any of your warranties or responsibilities to DebtPayable, pursuant to this Agreement.
11. You accept and understand that unless you expressly instruct otherwise any outstanding debt in respect of monies owed to you will be adjusted.
12. You accept and understand that wherever legally permissible, DebtPayable will seek to recover the cost of recovery on your behalf and unless you expressly instruct otherwise, the cost of recovery outlined will be added to the debt on issue of a Warning Notice by DebtPayable.
13. You accept and agree that in the event that the debtor pays part or all of the original or adjusted debt owing, but fails or refuses to pay the recovery costs, including the listing fee, collection fee and any other costs authorised by you, these full costs will be deducted from monies collected on your behalf, except where the full amount recovered is \$100.00 or less. If the full amount recovered is \$100.00 or less, then we will deduct 50% of that amount in full satisfaction of our fees.
14. You accept and agree that where a debtor pays the debt to you or enters into an arrangement for payment to you, DebtPayable shall deem the recovery to be successful and will issue an invoice for services provided as outlined.
15. You accept and agree that where you instruct DebtPayable to cease recovery action on a debtor listed by you after the listing has been approved, and where DebtPayable has not exhausted all options open to recovery, including where deemed viable legal proceedings, then DebtPayable reserves the right to automatically default to an alternative Fees structure and DebtPayable will be entitled to invoice you its reasonable costs of recovery action to date, including the Listing Fee and all fees for contacts with the debtor made on your behalf including letters, emails, phone calls, field calls and disbursements incurred.

Debt Management Made Easy Pty Ltd t/as DebtPayable

ABN 43 144 870 020

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com

Website: www.debtpayable.com

COMMERCIAL IN CONFIDENCE

Should the debtor have paid you directly then DebtPayable will be entitled in the alternative at the discretion of DebtPayable to invoice you the Listing Fee and Collection Fee. (Collectively and alternatively the 'Fees'.)

Co-operation and Assistance

1. You accept and agree to co-operate with DebtPayable to such extent and provide to DebtPayable such information and assistance as DebtPayable shall reasonably require enabling DebtPayable to perform its obligations in relation to the Debt Recovery Services. Such co-operation will include, but is not limited to, the prompt notification of any debt paid to you and the prompt response to any request for further information or further instructions from you.
2. You accept and agree that where you instruct DebtPayable to place the recovery action on a listing 'on hold' pending your further instructions, and if DebtPayable does not hear from you within 30 days of the beginning of that hold period, then DebtPayable reserves the right to cease that recovery action entirely and issue you with an invoice or charge your nominated credit card for the Listing Fee. Further, if all or some of these monies are collected then we reserve the right to deduct the Listing Fee and or Collections Fee (should the debtor have paid you direct) from monies collected on your behalf.
3. You accept and agree that where you fail to respond to our reasonable request for instructions within twenty one (21) days of being requested by DebtPayable in relation to a particular debt, then you will automatically default to an alternative Fees structure and DebtPayable will be entitled to invoice you its reasonable costs of recovery action to date, including the Listing Fee and all fees for contacts with the debtor made on your behalf including letters, emails, phone calls, field calls and disbursements incurred, but excluding our Collection Fee as defined above. Should the debtor have paid you directly then DebtPayable will be entitled in the alternative at the discretion of DebtPayable to invoice you the Listing Fee and Collection Fee. (Collectively and alternatively the 'Fees'.)

In such circumstances DebtPayable also reserves the right to either:

1. place the listing on 'passive recovery' and issue you with an invoice for the Fees or charge your nominated credit card, or deduct the Fees invoice from other monies collected on your behalf, or
2. place the listing 'on hold' pending your further instructions, and if DebtPayable does not hear from you within 30 days of the beginning of that hold period, then DebtPayable reserves the right to cease that recovery action entirely and issue you with an invoice for the Fees or charge your nominated credit card, or deduct the Fees invoice from other monies collected on your behalf.

Legal Recovery

1. Should the Debtor fail to pay the debt following recovery contact from DebtPayable then legal action ('Legal Proceedings') may be instituted via the relevant Courts (the South Australian Magistrates Court, or such other relevant court as determined by DebtPayable). We will always seek your instructions before commencing any Legal Proceedings. No Legal Proceedings will be undertaken without approval by or on behalf of you.
2. In order to commence Legal Proceedings we will require your approval and for you to pay in advance an administration fee which includes, but is not limited to, the court issue fee and the fee for preparation of all court documentation and there submission to the relevant Court and any other disbursement fee required to be paid to the court or a third party to enforce the debt in the Legal Proceedings (the 'Administration Fee'). We will advise you of the Administration Fee when seeking your instructions.
3. Where you do not wish to undertake legal proceedings, DebtPayable may offer or suggest a Deed of Assignment. In this case you agree to transfer your rights over to DebtPayable under a binding agreement to recover the debt by way of legal proceedings or as they see fit.
4. Under the Deed of Assignment DebtPayable agrees to be responsible for all out of pocket costs, legal costs and disbursements. On successful collection of the debt, DebtPayable agrees to pay to you 60% (inclusive of 10% GST) of any money recovered from the debtor. The percentage is calculated once all and any costs incurred such as legal fees, process serving fees and Court filing fees have been deducted and re-imbursed to DebtPayable from monies collected from the debtor.
5. Under the Deed of Assignment DebtPayable agrees to provide you with updates from time to time and on request.

Debt Management Made Easy Pty Ltd t/as DebtPayable

ABN 43 144 870 020

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com

Website: www.debtpayable.com

COMMERCIAL IN CONFIDENCE

6. Should you fail to respond to our request for legal instructions or to pay any Administration Fee or to enter into a Deed of Assignment within twenty one (21) days of being requested by DebtPayable in relation to a particular debt, then you will automatically default to an alternative Fee structure and your listing placed for 'passive recovery' in accordance with clause 2 under 'Co-operation and Assistance'.
7. In such circumstances DebtPayable will provide you with notice and you will remain liable for any disbursements and agents and other charges properly incurred by DebtPayable up until the date of the notice, together with all fees and disbursements incurred after the date for which the liability to pay had been incurred by DebtPayable by the date of the notice and which could not reasonably be avoided.

Legal Referral

1. In certain circumstances we may refer a particular debt to a solicitor for Legal Proceedings to be undertaken on your behalf. No referral for Legal Proceedings will be undertaken without approval by or on behalf of you.
2. When referring a debt for Legal Proceedings at the commencement of the Legal Proceedings DebtPayable will arrange legal representation from a Solicitor for you, and assist in respect of the preparation of all court documentation and the submission to the relevant Court. DebtPayable will also manage the Legal Proceedings and liaise with the Solicitor on your behalf.
3. You accept and agree that where a debt is referred for Legal Proceedings DebtPayable will be entitled to the Listing Fee and Collection Fee on the terms of this Agreement or as otherwise determined by the agreed Fees structure between DebtPayable and you.
4. Should the Debtor file a defence within the requisite time period, the case will be listed for hearing before a Magistrate or Judge. The Solicitor will arrange representation for the hearing and liability for the Payment of the Solicitor's costs will be determined by the agreed Fees structure between DebtPayable and you.

Payment Terms

You agree to pay such amounts as are outlined in this Agreement as follows:

1. Collection Fees will be paid by deduction from monies recovered on your behalf.
2. Payment of invoices raised may be by deduction from monies recovered on your behalf or by issue of a due and payable invoice at the discretion of DebtPayable.
3. Payment by deduction from trust will be at the close of each calendar month and the balance of monies after deduction of payment will be remitted to you within fourteen (14) days of the date of distribution for all cleared funds.
4. Payment on invoices issued as due and payable will be fourteen (14) days from the date of the invoice.

Terms & Conditions of Access to DebtPayable Listings

The website www.debtpayable.com ('this website') is licensed to and operated by Debt Management Made Easy Pty Ltd (ABN 43 144 870 020) trading as DebtPayable ('DebtPayable'). Your access to this website to search credit related listings is subject to these terms and conditions, the DebtPayable Privacy Policy Statement, notices, disclaimers and any other terms and conditions or other statements contained on this website.

DebtPayable ('our' or 'we') has a strict policy of respecting the confidentiality of information it holds and the privacy of individuals. DebtPayable manages personal information necessary for its functions and services in strict compliance with the Australian Privacy Principles contained in the *Commonwealth Privacy Act 1988* and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)* specifically as they apply to the private sector in Australia. For further information please see the DebtPayable Privacy Policy Statement.

DebtPayable does not consent to your access of listings and use of information from this website if you do not accept and assent to any of the terms in the following statements. By using this website you agree to be subject to the terms and conditions and agreeing that you have the authority to do so.

DebtPayable reserves the right to change these terms and conditions of use at any time and those changes shall take effect in respect of all subsequent uses by you of this website. You should therefore check these terms every time before you use this website and only if you accept these terms should you proceed to access and use this website.

Debt Management Made Easy Pty Ltd t/as DebtPayable

ABN 43 144 870 020

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com

Website: www.debtpayable.com

COMMERCIAL IN CONFIDENCE

1. You accept and agree that you are a credit provider, credit reporting agency, trade insurer or mortgage insurer as defined in the *Commonwealth Privacy Act 1988*.
2. You accept and agree to be bound by and comply with the *Commonwealth Privacy Act 1988* and the Australian Privacy Principles (as defined in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)*), and all other applicable privacy laws.
3. You accept and agree that you are permitted by law to be given personal information from a credit reporting agency.
4. If you are an individual member of DebtPayable (as distinct from a business) then you accept and agree that you are not, under any circumstances, to carry out credit check searches whatsoever. You understand and agree that as an individual member (again, as distinct from a business) you do not have permission to carry out credit check searches and you must comply with the *Commonwealth Privacy Act 1988* and the Australian Privacy Principles (as defined in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)*), and all other applicable privacy laws.
5. You accept and agree to be responsible for the proper and secure handling of the information you obtain from DebtPayable and this website in accordance to the provisions of the *Commonwealth Privacy Act 1988* and all other applicable laws.
6. You have made the required notifications to an applicant for credit or guarantor pursuant to the *Commonwealth Privacy Act 1988* and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)* when assessing the application regarding disclosures of personal information. Further, you have carried out all necessary checks, notifications and disclosures relating to credit reporting in compliance with the *Commonwealth Privacy Act 1988* and all other applicable laws.
7. You accept and agree not to use the information for anything other than a lawful purpose in compliance with the *Commonwealth Privacy Act 1988*, the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)* and all other applicable laws.
8. You accept and agree that the reports, documents and information (collectively the ‘**information**’) on this website are provided “as is”, “as available”. DebtPayable does not warrant the accuracy, adequacy or completeness of the information and to the extent permitted by law expressly disclaims liability for errors or omissions in the information. Except for warranties which cannot be excluded at law, no warranty of any kind, implied, express or statutory is given in conjunction with this website and the information.
9. You accept and agree to only use the reports and information supplied by DebtPayable to you for your own internal business use and for the purpose for which they were supplied to you. You accept and agree not to re-sell, re-package or otherwise re-use information you receive from DebtPayable in any other way.
10. You accept and agree that you will not reproduce modify or adapt our reports and information and that we have copyright in the compilation of the information we use to supply our information services to you and in the reports we supply to you when you use our services. For the avoidance of doubt, your use of our reports and information is as permitted under the *Copyright Act 1968* or other applicable laws or these terms and conditions.
11. You accept and agree to waive all claims against DebtPayable for wrongful access to this website or wrongful dissemination or use of information obtained from this website traceable to or in connection to you, your agent or employee.
12. You accept and agree to indemnify DebtPayable for any loss, damage or liability incurred by DebtPayable for any claims made against it for wrongful access to this website or wrongful dissemination or use of information obtained from this website traceable to you, your agent or employee.
13. You accept and agree that DebtPayable will hold you accountable and liable for all loss or damage incurred by DebtPayable for any wrongful access to this website or wrongful dissemination or use of information from this website traceable to you, your agent or employee.
14. You accept and agree that you are responsible for all activities that occur under your password or account.
15. You accept and agree that you will not disrupt the functioning of the site, solicit another user’s password or otherwise act in a way that interferes with other users’ use of this website.

Debt Management Made Easy Pty Ltd t/as DebtPayable

ABN 43 144 870 020

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com

Website: www.debtpayable.com

COMMERCIAL IN CONFIDENCE

16. You accept and agree to the communication by DebtPayable of your identity, if necessary, for purposes of tracing the wrongful access to this website or wrongful use or dissemination of information from this website. Further, DebtPayable may disclose information in good faith and where DebtPayable is required to do so, by law, to enforce the terms of any customer agreements and to protect the rights of DebtPayable.
17. You accept and agree that you will not copy, modify, adapt, reverse engineer any of the information technology, software and documentation that we have developed or infect this website with viruses.
18. You accept and agree that all performance under these terms and conditions and the resolution of any disputes shall be conducted in the English language. If a translation of these terms and conditions into any other language is required by law, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof.
19. Except to the extent specifically prohibited by applicable law in your jurisdiction, you agree to be governed by any additional terms and conditions that may apply to you arising out of your accessing browsing and/or using this site and its services whether contained on this site or in a separate agreement with DebtPayable.
20. You accept and agree that these terms and conditions are governed by the laws of South Australia, and you irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia and courts of appeal from them for determining any disputes concerning these terms and conditions.
21. If any part of these terms and conditions is unlawful and unenforceable, it will be severed from these terms and conditions and the rest of the terms and conditions will remain in force.
22. Certain sections or pages on this website may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will apply for those sections or pages.

Terms & Conditions of Placing DebtPayable Listings

The website www.debtpayable.com ('this website') is licensed to and operated by Debt Management Made Easy Pty Ltd (ABN 43 144 870 020) trading as DebtPayable ('DebtPayable'). Your access to this website to place credit related listings is subject to these terms and conditions, the DebtPayable Privacy Policy Statement, notices, disclaimers and any other terms and conditions or other statements contained on this website.

DebtPayable ('our' or 'we') has a strict policy of respecting the confidentiality of information it holds and the privacy of individuals. DebtPayable manages personal information necessary for its functions and services in strict compliance with the Australian Privacy Principles contained in the *Commonwealth Privacy Act 1988* and *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)* specifically as they apply to the private sector in Australia. For further information please see the DebtPayable Privacy Policy Statement.

DebtPayable does not consent to your placing of listings and your access and use of information from this website if you do not accept and assent to any of the terms in the following statements. By using this website you agree to be subject to the terms and conditions and agreeing that you have the authority to do so.

DebtPayable reserves the right to change these terms and conditions of use at any time and those changes shall take effect in respect of all subsequent uses by you of this website. You should therefore check these terms every time before you use this website and only if you accept these terms should you proceed to access and use this website.

1. You accept and agree that you are a credit provider, credit reporting agency, trade insurer or mortgage insurer as defined in the *Commonwealth Privacy Act 1988*.
2. You accept and agree to provide true, accurate, current and complete information about yourself where required including your account and billing information and maintain and promptly update the personal data to keep it true, accurate, current and complete.
3. You accept and agree to be bound by and comply with the *Commonwealth Privacy Act 1988* and the Australian Privacy Principles (as defined in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)*), and all other applicable privacy laws.

Debt Management Made Easy Pty Ltd t/as DebtPayable

ABN 43 144 870 020

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com

Website: www.debtpayable.com

COMMERCIAL IN CONFIDENCE

4. You have made the required notifications to an applicant for credit or guarantor pursuant to the *Commonwealth Privacy Act 1988* when assessing the application regarding disclosures of personal information. Further, you have carried out all necessary checks, notifications and disclosures relating to credit reporting in compliance with the *Commonwealth Privacy Act 1988, Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)* and all other applicable laws.
5. You agree that the information you provide will be true and correct to the best of your knowledge and belief and that the debts described by you are due and payable. If you provide any information that is untrue, inaccurate or incomplete, or DebtPayable has reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, DebtPayable has the right to refuse, suspend or terminate the listing.
6. You accept and acknowledge that your failure to provide true, accurate, current and complete information may result in delays or non-performance of the services offered by DebtPayable for which DebtPayable will not be held responsible.
7. You accept and agree that you will indemnify DebtPayable with respect to any loss, damage or liability incurred by DebtPayable in the event that any debt is not due and payable or any information is not true and correct as described by you.
8. You agree that if a complaint is brought against you, your company, business, agency or organisation and as a result of the investigations carried out by DebtPayable or its agents, it is found that the information you, or your agent or employee on behalf of you, your company, business, agency or organisation, provided is found to be inaccurate, misleading or deceptive then you, your company, business, agency or organisation will meet all reasonable expenses incurred in relation to the investigation of the complaint by DebtPayable including but not limited to any legal fees incurred.
9. You accept and agree that you will notify DebtPayable immediately if any debtor listed by you pays the debt or enters into an arrangement for payment so that the listing on this website can be suppressed.
10. You accept and agree that any debt listing will appear online at www.debtpayable.com.au for viewing by DebtPayable's registered credit members.
11. You accept and agree that after acceptance of any listing and before any unpaid debt is listed on the DebtPayable website, a warning notice will be sent to the debtor warning that if the debt is not satisfied in twenty one (21) days the credit alert listing will appear online at www.debtpayable.com for viewing by DebtPayable's registered credit members.
12. You accept and agree that if the debtor makes satisfactory arrangements for payment of the debt that the credit alert listing will be suppressed and if the debt is paid the listing will be removed. Here, "satisfactory arrangements" means that DebtPayable is satisfied that the debtor has entered into a fair and reasonable payment arrangement to pay off the debt that is the subject of the credit alert listing.
13. You accept and agree that if the debtor disputes the debt that credit alert listing will be suppressed and that DebtPayable will have the sole discretion on reinstatement or removal of the listing.
14. You accept and agree that if any documentary proof of debt is unacceptable to DebtPayable, or your listing fails to pass the DebtPayable proofing process for any other reason, then the listing will be rejected. In the event that your listing is rejected, and you have provided DebtPayable with your credit card details or your invoicing details, then DebtPayable will either – as the case may be – refund the listing fee to your credit card less an administration fee; charge the administration fee to your credit card; or invoice you for the administration fee. The administration fee is a nominal fee that covers the cost of the proofing process associated with your rejected listing. This fee is set by DebtPayable, and may be subject to change from time to time.
15. You accept and agree to waive all claims against DebtPayable for wrongful access to this website or wrongful dissemination or use of information obtained from this website traceable to or in connection to you, your agent or employee.
16. You accept and agree to indemnify DebtPayable for any loss, damage or liability incurred by DebtPayable for any claims made against it for wrongful access to this website or wrongful dissemination or use of information obtained from this website traceable to you, your agent or employee.
17. You accept and agree that you are responsible for all activities that occur under your password or account.

Debt Management Made Easy Pty Ltd t/as DebtPayable

ABN 43 144 870 020

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com

Website: www.debtpayable.com

COMMERCIAL IN CONFIDENCE

18. You accept and agree that DebtPayable will hold you accountable and liable for any loss or damage incurred by DebtPayable for any wrongful access to this website or wrongful dissemination or use of information from this website traceable to you, your agent or employee.
19. You accept and agree that you will not disrupt the functioning of this website, solicit another user's password or otherwise act in a way that interferes with other users' use of this website.
20. You accept and agree to the communication by DebtPayable of your identity, if necessary, for purposes of tracing the wrongful access to this website or wrongful use or dissemination of information from this website. Further, DebtPayable may disclose information in good faith and where DebtPayable is required to do so, by law, to enforce the terms of any customer agreements and to protect the rights of DebtPayable.
21. You accept and agree that you will not copy, modify, adapt, reverse engineer any of the information technology, software and documentation that we have developed or infect this website with viruses.
22. You accept and agree that the reports, documents and information (collectively the 'information') on this website are provided "as is", "as available". DebtPayable does not warrant the accuracy, adequacy or completeness of the information and to the extent permitted by law expressly disclaims liability for errors or omissions in the information. Except for warranties which cannot be excluded at law, no warranty of any kind, implied, express or statutory is given in conjunction with this website and the information.
23. You accept and agree to only use the reports and information supplied by DebtPayable to you for your own internal business use and for the purpose for which they were supplied to you. You accept and agree not to re-sell, re-package or otherwise re-use information you receive from DebtPayable in any other way.
24. You accept and agree that you will not reproduce modify or adapt our reports and information and that we have copyright in the compilation of the information we use to supply our information services to you and in the reports we supply to you when you use our services. For the avoidance of doubt, your use of our reports and information is as permitted under the *Copyright Act 1968* or other applicable laws or these terms and conditions.
25. You accept and agree that all performance under these terms and conditions and the resolution of any disputes shall be conducted in the English language. If a translation of these terms and conditions into any other language is required by law, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof.
26. Except to the extent specifically prohibited by applicable law in your jurisdiction, you agree to be governed by any additional terms and conditions that may apply to you arising out of your accessing browsing and/or using this website and its services whether contained on this site or in a separate agreement with DebtPayable.
27. You accept and agree that these terms and conditions are governed by the laws of South Australia, and you irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia and courts of appeal from them for determining any disputes concerning these terms and conditions.
28. If any part of these terms and conditions is unlawful and unenforceable, it will be severed from these terms and conditions and the rest of the terms and conditions will remain in force.
29. Certain sections or pages on this website may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will apply for those sections or pages.
30. Notwithstanding any other provision of any other agreements between you and DebtPayable, neither party shall be deemed in default of these terms and conditions for failure to fulfil its obligations when due to causes beyond its reasonable control.

DebtPayable is a mercantile agent and is involved in the location of persons and property and assisting in the recovery of debt upon the instructions of its clients. The purposes for which this information is collected and information about the operation and activity of DebtPayable is available on request. Alternatively, some of this information is available at www.debtpayable.com.

Termination

This agreement remains in force until terminated in writing by you or if terminated in accordance with any of the following:

Debt Management Made Easy Pty Ltd t/as DebtPayable

ABN 43 144 870 020

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com

Website: www.debtpayable.com

COMMERCIAL IN CONFIDENCE

1. This Agreement may be terminated without notice by either party in the event of either party committing a serious breach of any provision of this Agreement.
2. This Agreement may be terminated by DebtPayable in the event that DebtPayable becomes aware of you accessing information for any purpose other than a permitted lawful purpose.

Collection and Use of Personal Information

DebtPayable declares that it will not sell this information to any third party for any secondary purpose. The information will be kept in a secure environment. You may have access to your personal information to ensure that the information is accurate, up to date and complete.

DebtPayable agrees that it will accept responsibility for the handling of the information within the company and the extent that it will be made available to its clients. Where information is received in relation to a listing placed with DebtPayable, details of the information provider will not be disclosed to the public or our clients.

By submitting a debt recovery listing you consent to the use of the information contained in the listing, or otherwise supplied by you, and in particular information personal to you, by DebtPayable but only for purposes directly related to its central functions or activities and in the normal course of its business.

Warranty of Authority

This Agreement must be submitted by a person authorised to do so on behalf of the company, business, agency or organisation. By submitting this agreement on behalf of the company, business, agency or organisation referred to in this Agreement you warrant that you are authorised to do so and accept joint and several liability for all fees incurred up to and as a result of termination as outlined and in accordance with this Agreement.

Further you warrant that any employees, agents, administrators or representatives who contact DebtPayable on behalf of you shall have authority to give instructions to DebtPayable on your behalf unless otherwise expressly agreed by DebtPayable in writing.

Postal Address PO Box 569, North Adelaide SA 5006

Telephone 08 7111 0685

Email enquiries@debtpayable.com

Website www.debtpayable.com

Debt Management Made Easy Pty Ltd t/as DebtPayable
ABN 43 144 870 020

PO Box 569, North Adelaide SA 5006 Ph: 08 7111 0685 Email: enquiries@debtpayable.com
Website: www.debtpayable.com

COMMERCIAL IN CONFIDENCE