

DIRECT DEBIT REQUEST SERVICE AGREEMENT



TERMS & CONDITIONS

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix Australia Pty Ltd (Payrix) and Workout Indooroopilly (Workout). It also details what Payrix's obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your Workout Membership Agreement (as defined in the Workout Membership Terms and Conditions).

You hereby authorise Payrix Australia Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of Workout at intervals and amounts as directed by Workout as per the terms and conditions of your Workout Membership Agreement and in accordance with the Direct Debit Request and the DDR Service Agreement.

You acknowledge that Payrix is acting as a Direct Debit Agent for Workout and that Payrix does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by Workout or the terms and conditions of any agreement with Workout.

You acknowledge that Payrix and Workout will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix and Workout 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.

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).

You acknowledge that the debit amount will be debited from your account according to the Direct Debit Request, this Agreement and the terms and conditions of the Workout Membership Agreement.

You acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

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

You Acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date
- 2) A payment request is received by Payrix on a day that is not a Banking Business Day
- 3) A payment request is received after normal operational hours, being 2.30pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

You authorise Workout to vary the amount of the payments from time to time as provided for within the Workout Membership Agreement. You authorize Payrix to vary the amount of the payments upon instructions from Workout.

You do not require Payrix to notify you of such variations to the debit amount.

You acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

You acknowledge that Workout is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

You acknowledge that variations to the debit arrangement will be directed to Workout.

You acknowledge that any request to stop or cancel the debit arrangement will be directed to Workout .

You acknowledge that any disputed debit payments will be directed to Workout. If no resolution is forthcoming you are advised to contact your financial institution.

You acknowledge that if a debit is returned by your

financial institution as unpaid, You will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Payrix.

You authorise Payrix to attempt to re-process any unsuccessful payments as advised by Workout.

You acknowledge that if specified by Workout, a setup, variation, dishonour, SMS or processing fees may apply as instructed by Workout.

You authorise:

- 1) The Debit User to verify details of your account with your financial institution
- 2) The Financial Institution to release information allowing the Debit User to verify your account details.