

MYOB IMS Payroll Terms of Use

August 2016

IMPORTANT – READ THIS CAREFULLY BEFORE USE. This document contains the terms and conditions for our supply of MYOB IMS Payroll and Product Support Services to you, including our obligations to each other (**Terms**).

1. About these Terms

Definitions

Some words in these Terms have particular meanings:

Company means a payroll file that you create in MYOB IMS Payroll for a particular employer entity. MYOB IMS Payroll allows you to pay employees of multiple Companies under a single software licence.

Fees means any fees charged by us in relation to MYOB IMS Payroll, including Product Support Fees, as specified on our website (www.imspayroll.co.nz) from time to time or otherwise communicated to you by us.

Licence has the meaning given in section 2.1.

Licence Fee has the meaning given in section 2.2.

Loss or Claim means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses.

MYOB IMS Payroll means the software and user documentation comprising the IMS Payroll product. For the avoidance of doubt, MYOB IMS Payroll includes any modules or other add-ons to the core payroll product you purchase from us.

Personal Information means that term as defined in the Privacy Act. Basically, this is information about an identifiable individual.

Privacy Act means the Privacy Act 1993 as updated, amended or replaced from time to time.

Product Support Services means the support services described in section 4.

Product Support Fees means any ongoing fees and charges relating to the provision of Product Support Services, as disclosed on our website (www.imspayroll.co.nz) from time to time or otherwise communicated to you by us.

Tax Laws means the Tax Administration Act 1994 as updated, amended or replaced from time to time, and any binding regulation, ruling or direction issued by Inland Revenue from time to time.

Third Party means any person we have contracted with to help us provide MYOB IMS Payroll. This may include other service providers engaged by us for the delivery, maintenance and administration of MYOB IMS Payroll, including other companies in the MYOB Group.

we, us and our means MYOB NZ Limited, Company Number 902338.

you means the Licence holder or user of MYOB IMS Payroll (as applicable).

2. Software Licence

2.1 Scope of licence

Subject to you paying the Licence Fee, we grant you, a personal, perpetual, non-exclusive and (subject to section 2.4) non-transferable licence to use MYOB IMS Payroll in the region, territory or country specified within the software, subject to these Terms (**Licence**).

2.2 Licence Fee

By signing the order form we provide, you agree to pay us the amount specified in the order form (or, if relevant, on our website) to obtain the Licence. Unless otherwise stated, you agree to pay this fee within 30 days of the date of our invoice.

2.3 Installation and use

- a) **Single site Licence** - You can install MYOB IMS Payroll on any computer or computer network that you operate at your place of business. However, you must not use or permit the use of MYOB IMS Payroll at more than one site. You must purchase additional Licence/s if you wish to use MYOB IMS Payroll at multiple sites.
- b) **Company activation** – You must register each of the Companies you create. You may only create Companies in respect of the business that you operate. You can create multiple Companies under a single MYOB IMS Payroll Licence.
- c) **Updates and upgrades** - In the event that you upgrade to a new version of MYOB IMS Payroll or accept an update to your current version of MYOB IMS Payroll, the Licence granted under these Terms will automatically transfer to the new version. You agree to pay us any Fees associated with any updates / upgrades to your version of MYOB IMS Payroll, as disclosed by us to you from time to time.

2.4 Transfers

You must not sub-licence, lease, rent or lend MYOB IMS Payroll or otherwise transfer any of your rights under these Terms. You may permanently transfer MYOB IMS Payroll, provided you obtain our prior written consent and the agreement of the transferee to be bound by these Terms.

2.5 Licence Term

The Licence granted under these Terms is effective until terminated in accordance with these Terms. If you fail to comply with any of these Terms, we may terminate this Licence and, upon that termination, you agree to destroy the MYOB IMS Payroll software and user documentation or return them to us (at our election).

3. General terms

3.1 Protecting your username and password

- a) Unless you take adequate security precautions, it could be possible for an unauthorised person to gain access to your MYOB IMS Payroll product. It is important to take all reasonable precautions to ensure that your username and password are not misused, and remain secure and confidential. In particular:
 - i. you must not tell anyone your username or password, including any member of your family; and
 - ii. you must not let anyone else, whether acting as your agent or not, access MYOB IMS Payroll using your username and password.
- b) If you think anyone else might know your password you should reset your password from within MYOB IMS Payroll.
- c) You agree to be liable if your login details are used by an unauthorised person.

3.2 Other responsibilities you have as an MYOB IMS Payroll user

- a) **No interference with MYOB IMS Payroll** – You will not:
 1. reverse-engineer, reverse-assemble, decompile, or otherwise attempt to discover source code, formulas or processes in respect of the software behind MYOB IMS Payroll;
 2. copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from MYOB IMS Payroll, except where we have given you permission;
 3. use MYOB IMS Payroll in way that is prohibited by law, regulation or government order in any relevant jurisdiction, or in a way that violates a third party's legal rights;
 4. remove, modify, tamper with any regulatory or legal notice or link that is incorporated into MYOB IMS Payroll
 5. use MYOB IMS Payroll for any other reason other than for its intended purposes.

- b) **Cooperation and limited authority in relation to Third Parties** – You:
 - i. must do all things we consider appropriate to enable us to fulfil our obligations to Third Parties in relation to MYOB IMS Payroll; and
 - ii. authorise us to give a Third Party or other person any authority, consent or instruction in respect of MYOB IMS Payroll, to enable us to provide MYOB IMS Payroll to you.
- c) **Compliance with Tax Laws** - it is your responsibility to retain your business records for tax compliance purposes. We recommend that you take regular backups of your data. For specific advice regarding your compliance obligations under the Tax Laws, please consult your professional advisor, or Inland Revenue as appropriate.

3.3 Use of MYOB IMS Payroll and our intellectual property

- a) **We retain our intellectual property rights** – except where specifically set out in these Terms, these Terms do not give you any intellectual property or other rights in any of our:
 - i. software, documents, templates, marketing material, trademarks, business names, logos, trading styles, get-up, processes or methodologies; or
 - ii. other intellectual property,and you (including your staff, agents or contractors) must not otherwise use, reproduce or modify these intellectual property rights.
- b) **Third Party intellectual property rights** – these Terms do not give you any intellectual property or other rights in any of the software or other intellectual property supplied by any Third Party as a part of MYOB IMS Payroll, and you (including your staff, agents or contractors) must not otherwise use, reproduce or modify these intellectual property rights.

4. Product Support Services and Fees

4.1 Subscription terms

- a) In order to use MYOB IMS Payroll, you must subscribe for Product Support Services and pay the associated Product Support Fees.
- b) When you first acquire a Licence (as the original purchaser), you agree to subscribe for Product Support Services for an initial 12 month period, starting on the date you purchase MYOB IMS Payroll (**Initial Subscription Period**) and you agree to pay the associated Product Support Fees. You may not terminate your subscription for Support until the end of the Initial Subscription Period.
- c) Unless terminated in accordance with these Terms, your Product Support Services subscription will renew for a further 12 month period from the end of the Initial Subscription Period or any subsequent 12 month subscription period.

4.2 Description of Product Support Services

a) What is included in Product Support Services?

Subject to you complying with these Terms, including compliance with your specific responsibilities in section 4.3, Product Support Services include the following:

i. Telephone and Email Service

A telephone and email service will be available during our normal business hours for you to:

1. ask questions related to the operational use of MYOB IMS Payroll;
2. obtain assistance in identifying and verifying the causes of suspected errors or malfunctions in MYOB IMS Payroll;
3. obtain advice on detours for identified errors or malfunctions, where reasonably possible. If this is not reasonably possible, we will provide you with our best recommendation or an explanation;
4. obtain information on errors previously identified by you and reported to us, and detours to those where available;
5. make enquiries about the features and capabilities of MYOB IMS Payroll.

Please be aware of the following:

1. This service is only intended to provide answers to basic queries. More complex questions requiring lengthy in-depth advice and analysis can be accommodated as a separate service chargeable at the then current rates.
2. Support availability may occasionally deviate from stated hours due to downtime for systems / server maintenance and observed New Zealand public holidays. As call and email volumes fluctuate, so too will response times, so delays in responding to your query may be experienced.
3. We may limit or terminate your access to this service should you seek to use it in an excessive, abusive, or fraudulent manner.

ii. Update Service

1. From time to time we will provide new releases related to MYOB IMS Payroll which we have developed which may include product enhancements and / or routine corrections of known errors or malfunctions (**Update Releases**).
2. Each Update Release will be accompanied by information regarding product enhancements and / or problems resolved, as applicable.

b) What is not included in Product Support Services?

Areas not included in Product Support Services include but are not limited to:

- i. providing database repair and administration;
- ii. creating, updating, or supporting any modifications / customisations, including customised reports or in relation to third-party products;
- iii. assisting with network troubleshooting and support;
- iv. providing product training;
- v. installing upgrades or service packs; and
- vi. providing accounting, legislation or taxation support (if this support is required, please contact your professional advisor or Inland Revenue)

4.3 Your responsibilities in relation to Product Support Services

- a) You will undertake the proper supervision, control and management of the use of MYOB IMS Payroll, including but not limited to:
 - i. ensuring proper computer system configuration, product installation, verification, audit controls, and operating methods; and
 - ii. ensuring proper procedures for the security of data, accuracy of input and output, and back up plans including restart and recovery in the event of hardware or software error or malfunction.
- b) You are responsible for ensuring that your staff are properly trained in the operation and usage of MYOB IMS Payroll and associated equipment.
- c) You will be responsible for applying error corrections and installing Update Releases within a reasonable time after receipt from us.
- d) You are responsible for notifying us of identified errors or malfunctions in MYOB IMS Payroll.
- e) You will ensure that only properly trained personnel utilise our telephone and email service and implement the corrections suggested by us.
- f) If we reasonably determine that, following a request by you, that there was no error or malfunction in MYOB IMS Payroll, you agree to pay for the time and materials (at our then current rates) used in attempting to determine and correct the issue.

4.4 Product Support Fees

- a) You must pay all Product Support Fees due to us on the due date and otherwise in accordance with any payment terms you have entered into with us.
- b) By giving you at least 20 days' notice before the change takes effect, we may change:
 - i. the amount of any Support Fee or introduce a new Support Fee; and

- ii. the circumstances in which, or frequency with which, a Support Fee is payable.

Section 8 tells you about the ways in which we can give you notice.

- c) If paying by direct debit, you authorise us to deduct the periodical instalments and any other Fees payable to us in respect of your use of MYOB IMS Payroll. You give us this authority by providing us with your credit card or other payment details. The authority continues until your Licence or Product Support Services are terminated in accordance with these Terms.

4.5 Goods and services tax (GST) and duties

- a) All payments due to us (e.g. Product Support Fees, other Fees, reimbursement by you to us of any amounts or payments under indemnities), unless already stated to be GST inclusive, are to be increased by the amount of any GST liability we have in relation to supplies we make to which those payments relate.
- b) You must pay all duties (e.g. government charges, if applicable) payable in relation to your use of MYOB IMS Payroll and Product Support Services. If we have paid them, they must be reimbursed by you on our request.

5. Termination & Suspension

5.1 How can you terminate your use of MYOB IMS Payroll?

- a) You may terminate your Licence and / or your Product Support Services in the following situations:
 - i. if we materially breach these Terms and fail to remedy that breach within 60 days after you notify us of the breach; or
 - ii. in all other cases, by giving us at least 90 days' written notice. If such notice is given during the Initial Subscription Period, the effective date of termination will be no earlier than the end of this period.
- b) Your Licence and / or Product Support Services will cease on the effective date of termination, which will be determined by us. Please be aware that you will be liable for any Product Support Fees or other Fees in relation to MYOB IMS Payroll up to the effective date of termination.

5.2 When we can suspend or terminate your Licence and Product Support Services without prior notice

- a) **Circumstances** - These are the situations in which we can suspend or terminate your Licence and / or receipt of Product Support Services. We will notify you of your suspension or termination as soon as possible.

The situations are:

a) A breach occurs:

- you fail to make payment of any Fee owing to us by the due date. If this occurs, we may immediately suspend your access to Product Support Services. If such Fees remain unpaid 30 days after the initial due date, we may terminate your Licence; or
- you fail to remedy a material breach of these Terms within 60 days after we notify you of the breach.

b) Something threatens MYOB IMS Payroll:

- in our opinion, a change to any Third Party arrangement necessary for MYOB IMS Payroll or Product Support Services renders the ongoing operation of MYOB IMS Payroll or Product Support Services substantially unworkable or non-functional;
- in our opinion, the actions of a regulator or a change in law or regulation makes the ongoing operation of MYOB IMS Payroll or Product Support Services substantially unworkable or non-functional; or
- we believe this is necessary either to protect the security, integrity or reputation of MYOB IMS Payroll or any MYOB IMS Payroll function, service or facility, or to otherwise protect our interests.

c) There is a material change to your Business:

- we receive notification of a dispute from one or more of the directors or principals of your Business;
- you go into liquidation, administration, insolvency, bankruptcy or such other similar arrangement with creditors, or in our opinion, it is reasonably likely you will do so; or
- there is a change in who owns or controls your Business.

b) Notification -

1. We will make reasonable attempts to notify you in writing (which includes by email) of the suspension or termination.
 2. We can reinstate a suspension or termination in our absolute discretion by written notice to you, and this takes effect on receipt or any later time specified in the notice, subject to you meeting any conditions set out in the notice.
 3. If you become aware that a circumstance which would permit us to suspend or terminate your participation or use under section 5.2(a)(3) has arisen or may arise, you must advise us in writing as soon as possible.
- c) Termination of your Licence or Product Support Services will be in addition to, and not in lieu of, any other remedies available to us. Your obligations to pay Fees which have accrued and any damages arising from your breach of these Terms shall survive termination.

6. Liability, warranties, representations and indemnities

To the extent permitted by law:

a) Liability for other guarantees, conditions or warranties –

1. our maximum aggregate liability to you:
 - a. for failure to comply with a consumer guarantee in respect of the supply, failure to supply or unavailability of MYOB IMS Payroll or Product Support Services; or
 - b. for loss or damage suffered by you as a result of any misrepresentation, negligence, default or breach of these Terms by us,

is limited, at our option in our sole discretion to:
 - c. the replacement of the MYOB IMS Payroll software (or the particular component of the software which caused the issue) or supply of equivalent software (or the particular component of the software);
 - d. the payment of the cost of replacing the software (or the particular component of the software which caused the issue) or of acquiring equivalent software (or particular component of the software);
 - e. the resupply of some or all of the relevant Product Support Services; or
 - f. the payment of the cost of resupply of some or all of the relevant Product Support Services.

All representations, conditions, warranties and terms (including claims in relation to our performance, the performance of MYOB IMS Payroll or any service associated with MYOB IMS Payroll) that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).

2. You acknowledge and agree that nothing in these Terms is intended to limit any of the liability terms and exclusions set out within your MYOB IMS Payroll product.

b) When we and Third Parties will not be liable to you - We and Third Parties are not responsible or liable to you or the Business for:

1. any Loss or Claim relating to your use of MYOB IMS Payroll or Product Support Services, including delays, disruptions, inaccuracies or the loss of data (including as a result of any virus or other malicious code);

2. any Loss or Claim relating to your use of, or reliance upon data provided to you through MYOB IMS Payroll or Product Support Services;
3. the actions or inaction of Third Parties or other persons (including those which may be negligent or unauthorised) relating to MYOB IMS Payroll or Product Support Services;
4. any Loss or Claim arising from a failure by us to comply with the Terms for any cause which could not reasonably be controlled or prevented by us; or
5. any Loss or Claim arising from a failure by you or the Business to maintain back-up copies or archive records of your data.

c) Indemnity to us and Third Parties -

1. You indemnify us, our staff and Third Parties (**Indemnified Parties**) against any Loss or Claim suffered or incurred by the Indemnified Parties or any of them arising from your actions including negligence, misrepresentation, fraud, breach of law or breach of these Terms. You indemnify the Indemnified Parties for any Loss or Claim suffered or incurred from the unauthorised use of your Username or a Password.
2. If the Indemnified Party caused or contributed to a Loss or Claim, then your liability under section 6(c)(1) is limited to the amount of the Loss or Claim which is directly attributable to your conduct.

7. Changes to Terms

- a) **What can we do?** We may change any of these Terms (including the Product Support Fees, which are specifically dealt with in section 4.4 above).
- b) **Prior notice** - We'll endeavour to give you at least 10 days' prior notice (longer if required by legislation or any other code of conduct we subscribe to) of any change that is likely to materially affect or disrupt the manner in which you use MYOB IMS Payroll or Product Support Services, except in circumstances where such a change is due to a change by a Third Party and we were not aware of the change in advance. In these circumstances we will endeavour to notify you in a reasonable time period after becoming aware of the change.

8. Notices

- a) You agree that all communications between you and us in relation to MYOB IMS Payroll or Product Support Services will be by email or by us posting a notification on the MYOB IMS Payroll website (currently www.imspayroll.co.nz).
- b) Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee on the day the email is sent (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee).

However, if the email is sent after 5.00pm (addressee's time) it is regarded as received at 9.00am on the following day.

- c) Where we provide a notice or other communication to you by a posting to the MYOB IMS Payroll website, that notice or other communication is regarded as being given by us and received by you when the posting is made. We recommend that you regularly check the MYOB IMS Payroll website for notices or other communications.

9. Legal

You should note a few things about these Terms:

- a) **Seek professional advice** – Accounting standards, taxation requirements, legislation and the circumstances of individual businesses vary greatly. It is your responsibility to determine whether MYOB IMS Payroll or Product Support Services meets your specific requirements and you should obtain qualified accounting, taxation, legal or other professional advice if you have any doubts. We do not make any representations or guarantees that MYOB IMS Payroll or Product Support Services will meet your specific requirements.
- b) **Our complete agreement** – These Terms, and any other documents incorporated by reference, contain the whole of the agreement between us and you in relation to MYOB IMS Payroll and Product Support Services. Any representations or warranties made by our staff before you have purchased MYOB IMS Payroll are not effective unless expressly set out in these Terms or the other documents specified above.
- c) **What happens if some of these Terms can't operate?** If any part or provision of these Terms is void, unenforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Terms continue in operation in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your Licence for MYOB IMS Payroll, or subscription for Product Support Services, at our election.
- d) **No waiver by us** – If we do not insist upon strict performance of any part or provision of these Terms, that waiver will not be deemed to be a waiver of a subsequent breach or default of these Terms. Any waiver of our rights or powers under these Terms may only be given in writing signed by our authorised officer.
- e) **Assignment** – You cannot assign or otherwise transfer the benefit of this agreement without our prior written consent. We can assign or otherwise transfer the benefit of this agreement.
- f) **Which laws apply to the Terms?** These Terms are governed by the laws of New Zealand and the courts of New Zealand have jurisdiction over the parties to these Terms (being you and us).

10. Your privacy

- a) We collect, disclose and use your Personal Information to provide you with the products and services you have asked for and associated support, respond to your enquiries or feedback and to promote the products and services offered by us and Third Parties. We may collect Personal Information from you, from public sources such as social media sites or from Third Parties that provide us with marketing leads.
- b) To do those things, we may provide your Personal Information to our related companies in the MYOB Group, Third Parties and to service providers that we outsource functions to. Some of the entities may be located in Australia, New Zealand, Singapore, India, the Philippines, the United States or other countries. If you do not provide your Personal Information, it may affect our ability to do business with you.
- c) You consent to us collecting, using and disclosing your Personal Information for the purposes set out in section 10(a) above.
- d) We're part of the MYOB Group of companies. Please read the [MYOB Group Privacy Policy for New Zealand](#) to understand how we handle your Personal Information. You can also ask us not to use your information to promote products and services by contacting the Privacy Officer using the details outlined below.

You can contact us about your privacy by email at privacy_officer@myob.co.nz , or by post at "Privacy Officer", MYOB NZ Limited, C/- Quigg Partners, Level 7, 36 Brandon Street, Wellington, 6011.

APPENDIX: Direct Debit from bank accounts and credit cards

Instruction to Accept Paperless Direct Debit

These terms and conditions are in addition to the terms and conditions of any existing contract\ s with MYOB NZ Limited or the terms and conditions associated with the products and services that relate to your paperless direct debit authority.

By selecting the Direct Debit from Bank Account payment method either online or by completing a Direct Debit Authority Form you, the Customer, are authorising MYOB NZ Limited to debit funds from the bank account nominated, all amounts which MYOB NZ Limited (hereafter referred to as the Initiator) initiate by Direct Debit.

The Customer and Initiator acknowledge and accept that the Bank accepts this paperless instruction/authorities only upon the conditions listed below.

CONDITIONS OF INSTRUCTION TO ACCEPT PAPERLESS DIRECT DEBITS

1.The Initiator:

- a) has agreed to send notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).
The notice will include the following message: “The amount of \$....., will be direct debited to your Bank account on (initiating date).”;
- b) may, upon the relationship which gave rise to this instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the instruction. Upon receipt of such notice the Bank may terminate this instruction as to future payments by notice in writing to me/us; and
- c) may, upon receiving an “authority transfer form” (dated after the date of this request) signed by me/us and addressed to a bank to which we/I have transferred my/our bank account, initiate Direct Debits, in reliance on that transfer form and this instruction, from the account identified in the authority transfer form.

2. The Customer may:

- a) at any time, terminate this instruction as to future payments by giving written noticed of termination to the Bank and to the Initiator;
- b) stop payment of any Direct Debit to be initiated under this instruction by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank;
- c) where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1.a above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alternation of the Direct Debit back to the Initiator through the Initiator’s Banks, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account; and

- d) request the Bank to reverse any Direct Debits initiated by the Initiator under the Instructions by debiting the amount of the Direct Debits back to the Initiator through the Initiator’s Bank where the Initiator cannot produce a copy of the Instructions and/or Confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the Instructions.

3. The Customer acknowledges that:

- a) this instruction will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this instruction until actual notice of such event is received by the Bank;
- b) in any event this instruction is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to me/our account;
- c) any dispute as to the correctness or validity of any amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this instruction. Any other disputes lie between me/us and the Initiator;
- d) where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements; and
 - any variations between notices given by the Initiator and the amounts of the Direct Debits;
- e) The Bank is not responsible for, or under any liability in respect of the Initiator’s failure to give written advanced notice correctly nor for the non-receipt or late receipt by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator; and
- f) notice given by the Initiator in terms of clause 1.a to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4. The Bank may:

- a) in its absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other instruction, cheque or draft properly executed by me/us and given to or drawn on the Bank;
- b) at any time terminate this instruction as to future payments by notice in writing to me/us; and
- c) charge its current fees for this service in force from time to time; and
- d) upon receipt of an “authority transfer form” signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Instruction to Accept Direct Debits.



CREDIT CARD DIRECT DEBIT TERMS & CONDITIONS

The following terms and conditions relate to your Credit Card direct debit authority and sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. These terms and conditions are in addition to the terms and conditions of any existing contract\ s with MYOB NZ Limited (we, us, our) or the terms and conditions associated with the products and services that relate to your direct debit authority.

1. By selecting the Direct Debit from Credit Card payment method either online or by completing a Direct Debit Authority Form you:
 - acknowledge that you are authorised to establish this direct debit authority;
 - understand and accept your commitments and responsibilities under the credit card direct debit terms and conditions set out below; and
 - authorise us to charge your nominated Credit Card for both Periodic Payments for all contracts and/or products and services with recurring charges; and One Off Payments where Credit Card has been selected as the payment method.
2. We will arrange for funds to be debited from your nominated Credit Card, as authorised by you, on the direct debit date shown on your invoices.
3. A tax invoice confirming the amount of the payment will be issued to you within 1-3 working days of:
 - Periodic Payments - the start of a month in which a payment will be made by you.
 - One Off Payments – your order being accepted and processed.
4. We will advise you of any changes to the direct debit arrangements at least 14 days in advance.
5. It is your responsibility to ensure that you have sufficient funds available to cover your payments and that your Credit Card details are correct.
6. In the event that a payment is declined we will make up to two (2) further attempts to process the payment, 3 days after the first or subsequent attempt.
7. Should a payment default we will notify you by email, and it is your responsibility to organise an alternative payment which should be received by us within five (5) working days of the original due date.
8. Should a response not be received within the 5 working days allowed, we may list your payment default with Veda Advantage (CRAA). Defaults are listed for a period of five (5) years and may have an adverse effect on your credit rating.
9. We may suspend your account, subscription or membership until any outstanding payments have been made.
10. You may incur fees or charges imposed by us to cover administration fees for the collection of any defaulting payment under this agreement.
11. If you believe that there has been an error in debiting your Credit Card you should immediately contact the MYOB Accounts Department by phone on 03 983 2660 or via email at accounts@myob.com so that we can resolve your query promptly.
12. If we conclude, as a result of our investigations, that your Credit Card has been incorrectly debited, we will advise you and arrange a refund of the amount due to you. If we conclude that your Credit Card has been debited correctly, we will advise you and provide evidence of our finding.

13. If you wish to defer or alter any payment arrangements, stop an individual payment item or cancel a payment authority please contact the MYOB Accounts Department by phone on 03 983 2660 or via email at accounts@myob.com.
14. Confidentiality - all information provided to us is confidential and protected by our privacy policy. The policy can be viewed at <http://www.myob.co.nz/privacy>. However, you acknowledge and agree that we will need to provide information to our financial institution to initiate or alter payment arrangements from your Credit Card or to investigate an alleged incorrect or wrongful payment.
15. This Authority permits us to change the amount debited from your Credit Card, with at least 14 days notice, to reflect any change to prices for the products and/or services that relate to your direct debit authority. It also permits us to change the amount debited or charged to cover any increases in amounts payable arising from the purchase of additional products by you from time to time, with at least 14 days notice.