

Please fax completed Schedule to 02 9748 8666

Ocelot PMS Rental Service Agreement

This is an agreement to provide Ocelot Practice Management System rental services between Opticare Pty Ltd, with ABN 54 002 712 665 and the Customer.

Customer			
Company Name			Opticare Account Code
ABN			
Postal Address			
City	State	Postcode	Country
Service and pricing			
Product:	Ocelot PMS (Monthly Rental)	Additional Services:	NO
<p>Service Fees & Charges (All figures are GST exclusive and in Australian Dollars)</p> <p>(a) Opticare's fees are as follows for the Customer's Account:</p> <ul style="list-style-type: none"> (i) Service Activation Fee (Once-Off) : \$49 (ii) Monthly Access Fee (monthly): \$160 (iii) If applicable, each additional terminal Monthly Access Fee: \$45 (iv) Minimum service agreement: 36 months. Early termination fee applies. <p>(b) Support pricing structure :</p> <ul style="list-style-type: none"> (i) \$45 per 15 minutes online live support. (ii) Reregistration or Transfer (Per instance): \$95 (iii) Self-served knowledgebase support: FREE (iv) If applicable, new customer: First Three Months FREE. Existing customer: First week FREE after upgrade. 			
Acceptance of Terms and Conditions			
<p>I, _____ (print name), being duly authorised to enter into this Agreement, have read and accept the Terms and Conditions of this Ocelot PMS Rental Service Agreement, effective from ____ / ____ / ____ (today's date), on behalf of the Customer listed above.</p> <p>Signature: _____</p>			
Contact details			
Key Contact Name			
Phone		Mobile	
Email		Fax	
Account Administrator Name			
Phone		Mobile	
Email		Fax	
Billing Contact Name			
Phone		Mobile	
Email		Fax	

Please turn over for Payment Options

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Payment Method (please tick one)			
Opticare's preferred methods for receiving funds are Direct Debit - Credit Card and Direct Debit – Bank Account. We will issue an invoice at the end of each month and take payment on the invoice due date. Please note that service suspension for non-payment by the due date is strictly enforced.			
<input type="radio"/> Direct Debit – Credit Card		<input type="radio"/> Direct Debit – Bank Account	
Direct Debit - Credit Card			
Card Type (please circle) VISA / MASTERCARD / AMEX*			
*Transactions attract a 2.5% processing fee			
Card Number _____		Expiry ____ / ____	Security Code _____
Cardholder Name _____			
Cardholder Signature _____			
Direct Debit – Bank Account			
By completing this section, you request and authorise Opticare Pty Ltd with ABN 54 002 712 665 and with Debit User Number 444239, the Debit User, to arrange, through its own financial institution, a debit to your nominated account, detailed below, any amount Opticare, has deemed payable by you, through the Direct Debit System. I/we must pay Opticare when due under the arrangement between us.			
Financial Institution Name _____			
Address _____			
City _____	State _____	Postcode _____	Country _____
BSB (6 digits): _____ - _____		Account Number _____	
Account Name/Payment Details _____			
Person/s authorised to operate this account must sign below (If signing for a company, sign and print full name and capacity for signing eg. director)			
Print Full Name _____		Capacity for Signing _____	
Signature _____		Date ____ / ____ / ____	
Address _____			
City _____	State _____	Postcode _____	Country _____
Second account signatory (if required)			
Print Full Name _____		Capacity for Signing _____	
Signature _____		Date ____ / ____ / ____	
Address _____			
City _____	State _____	Postcode _____	Country _____

DIRECT DEBIT SERVICE AGREEMENT

This is your Direct Debit Service Agreement with Opticare, User Id 444239 ABN 54 002 712 665. 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) and should be read in conjunction with your DDR authorisation.

Definitions	<p><i>account</i> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>banking day</i> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>debit payment</i> means a particular transaction where a debit is made.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><i>us</i> or <i>we</i> means Opticare Pty Ltd, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p><i>you</i> means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p><i>your financial institution</i> means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
1. Debiting your account	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p><i>or</i></p> <p><i>We</i> will only arrange for funds to be debited from <i>your account</i> if <i>we</i> have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
2. Amendments by us	<p>2.1 <i>We</i> may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen (14) days written notice.</p>
3. Amendments by you	<p>3.1 <i>You</i> may change*, stop or defer a debit payment, or terminate this agreement by providing <i>us</i> with at least fourteen (14 days) notification by writing to:</p> <p>Opticare Pty Ltd Locked Bag 132 Silverwater NSW 1811</p> <p><i>or</i></p> <p>by telephoning <i>us</i> on 1800 251 852 or (02) 9748 8777 during business hours;</p> <p>*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising <i>us</i> Opticare your new account details.</p>

<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>. <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p>
<p>5 Dispute</p>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on 1800 251 852 or (02) 9748 8777 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve your query more quickly. Alternatively <i>you</i> can take it up directly with your financial institution.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<p>6. Accounts</p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
<p>7. Confidentiality</p>	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to</p> <p style="padding-left: 40px;">Opticare Pty Ltd Locked Bag 132 NSW 1811</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>