

What is this document?

Under Australian Telecommunication laws, we may set out our terms and conditions in a “Standard Form of Agreement” or SFOA. Our SFOA applies to you if we supply telecommunications services to you as a non-wholesale customer, unless you and we have expressly agreed something different. This document contains important information about our SFOA. The most complete and up-to-date version of the SFOA is available at www.netsip.com.au/legal/

If you resell some or all of the services we sell to you, we consider you to be a wholesale customer and you may be in breach of our SFOA. If you are reselling the services or plan to do so, you should contact NetSIP on 1300 638 747 or by emailing sales@netsip.com.au to discuss our wholesale terms.

Security Deposits

Sometimes we may require you to prepay some or all of your fees for a billing period even if you are a post-paid customer. We will advise you at least 5 working days in advance when we require prepayment. We may require prepayment if, for example, your usage in a previous billing cycle was significantly higher than expected or we reasonably believe you to be a credit risk.

Charges you may expect

Charges you can expect for your service are outlined in your *Critical Information Summary* (which acts as your ‘Service Description’). This includes Access Fees, Usage Fees and Administrative Fees which you may incur, for example in relation to Suspension, Cancellation, Reconnection, Setup or late payment. There are Administrative Fees which may change from time to time, for example credit-card processing fees which will be listed on your invoice. We will always notify you of these changes and there will always be at least one free way to pay your bill. If you have a credit card only service there will never be a surcharge for paying by credit card.

How and when we Invoice

Your billing period is one month, unless your *Critical Information Summary* says otherwise. We issue regular invoices to you by email at the end of each billing period but if there are unpaid amounts which you owe us we may issue an invoice for those amounts at any time. Regular invoices will be itemised and will usually include all fees and charges arising during the relevant billing period but may include any unpaid amount which you owe us. All invoices will include information on payment methods which we accept, including any administrative fees which may be associated with any particular method of payment.

Invoicing and Billing for Pre-Paid Services

For a prepaid service to continue to work you will need to maintain a positive prepaid balance, however we will also issue an invoice to you by email at the end of each billing period to enable you to verify the charges that have been made against your prepaid account.

We will advise you when your prepaid balance is approaching zero so that you are able to top-up your account as required. If you have authorised us to automatically top-up your balance by charging your credit card, we will make the charge once your balance reaches the top-up threshold. We will endeavour to notify you by email in advance of the top-up that your balance is approaching the top-up threshold so that you have a reasonable opportunity to notify us if you do not wish to continue with automatic top-ups before the top-up occurs. This may not always be possible, for example if you make a particularly expensive call that straddles our notification threshold and the top-up threshold. Unused prepaid balance from one billing period rolls over to the next prepaid billing period but included value does not.

Late Payments

If you have a post-paid service and do not pay your invoice by the due date we may charge you a late fee at the rate specified in your *Critical Information Summary*.

After giving you 5 working days' notice we may suspend your service for failure to pay your invoice. After giving you 10 working days' notice we may **cancel your service for failure to pay your invoice**. There is no requirement that we suspend your service prior to cancelling your service.

If we suspend or cancel your service we may charge you a suspension, cancellation or reconnection fee of the amount specified in your *Service Price List*. We may also issue statutory demands for payment, engage mercantile agents to recover the unpaid amounts or on-sell unpaid amounts to a third party and take any other action we are legally entitled to take to recover unpaid amounts which you owe us.

If you have a prepaid service and your balance reaches zero, the service will cease to work. It will resume working as soon as your balance is topped-up. There are no applicable late fees or reconnection fees on prepaid services.

Minimum terms and Fixed Length agreement

If a *minimum term* applies to your agreement it will be specified in your *service order form*. Agreements with a minimum term are Fixed-Length Agreements; agreements without a minimum term are ongoing agreements and will continue until the service is cancelled.

Where the minimum term of a fixed length agreement elapses and neither party gives the other at least 30 days' notice that it wishes to cancel the service upon the expiry of the minimum term then the fixed-length agreement will become an ongoing agreement and will continue until the service is cancelled.

Cancelling an agreement

You may cancel an ongoing agreement for any reason by giving us 30 days' written notice (by email or post). There is no cancellation charge for ongoing agreements but if you've entered a fixed-length agreement you may have to pay the relevant cancellation charge set out in your *Critical Information Summary*. We may cancel an ongoing agreement at any time by giving you 30 days' notice by email, or by giving you 30 days' notice by email and transferring you to a reasonably similar alternative service. If the service is a fixed-length service, we will have to take steps to offset the impact that the cancellation has on you, which may include transferring you to a reasonably similar alternative service and take steps to offset any material difference between the old service and the new service. The service may also be cancelled on different terms if you and we both agree to cancel the service.

Cancellation in certain circumstances

There are other circumstances in which the agreement may be cancelled, either by you or by us. These are detailed in sections 11 and 12 of the SFOA. Some of the reasons you may cancel are force majeure, legal compulsion, extended suspension or material breach by us. For the precise circumstances in which your rights of cancellation shall arise see clause 11 of the SFOA.

Some of the reasons we may cancel are force majeure, legal compulsion, extended suspension, your misuse of the service (including acting fraudulently or illegally in relation to the service) as well as reasonable suspicion of credit default. For the precise circumstances in which our rights of cancellation arise see clause 12 of the SFOA.

The notice periods for cancellation will vary depending on the circumstances of the cancellation. The notice periods for each situation are specified in the SFOA.

Changes to fixed-length agreements

We may make changes to many elements of fixed length agreements. If we consider the change will cause more than a minor detrimental impact, we will notify you by email at least 30 days before we make the change. Once we have notified you of the change you will have 30 days to cancel the service without having to pay a cancellation fee.

If there is only a minor detrimental impact on you we will attempt to individually notify you by email of the change prior to it taking effect. We will contact you within 90 days of the change taking effect to explain the nature and effect of the change. If we consider the change will have a positive or neutral impact on you, we do not need to give

you any notice of the change. In either case you will not have any special opportunity to cancel the service although if you can demonstrate that there is a detrimental impact on you which is more than minor, we will give you the opportunity to cancel the service without having to pay a cancellation fee.

In most circumstances we cannot make changes to fees in fixed-length agreements, however, we can make changes to fees if;

- The change is necessary to pass on a tax, or is required by law
- The change is to a charge which is expressly identified as variable in the *Critical Information Summary* (eg; an increase to fees in line with the Consumer Price Index)
- The change is to a purely administrative fee, such as a credit card processing fee
- The change is the result of an increase in the price from a supplier for an input that is required for your service.
- You agree to the change

Updated versions of the SFOA will be published at: www.netsip.com.au/legal/

Changes to ongoing agreements

We may make changes to many elements (including fees) of ongoing agreements. If we consider the change will cause more than a minor detrimental impact, we will notify you by email at least 30 days before we make the change.

If the detrimental impact on you will be no more than minor we will individually notify you by email 30 days prior to the change taking effect.

If we consider the change will have a positive or neutral impact on you, we do not need to give you any notice of the change.

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Complaint handling

If you have any complaints relating to the service, you may lodge a complaint via phone on 1300 638 747 or one of the contact methods on our feedback page at www.netsip.com.au/feedback/. We will handle, investigate and attempt to quickly reach a satisfactory resolution to your complaint. You can find out more about our complaints policy at www.netsip.com.au/legal/complaints-policy/.

Billing Disputes

You may dispute charges on an invoice if you in good faith believe they are incorrect. If you are on a postpaid service and you notify us of your dispute at least 5 working days before the due date of the invoice, you may withhold the amounts which are in dispute from your payment for that invoice, although you still must pay the undisputed amounts of that invoice.

To validly dispute an invoice you must send a dispute notice to accounts@netsip.com.au within 3 months of the date the invoice was issued. After 3 months you will be deemed to have accepted an invoice as correct. Your dispute notice must include:

- The invoice number on which the disputed charges appear
- The total amounts of the charges being disputed
- Whether or not you intend to withhold payments for those amounts
- What those charges were incurred for, according to the invoice
- The reason that the fees or charges are being disputed
- Any evidence that you may have which demonstrates why those fees are incorrect

When we receive a dispute notice we will investigate and reach a final determination. We will notify you of our decision and why we have reached that decision. In our investigations, there will be a presumption that our records

are correct, and sufficient proof that a charge is payable, unless they can be shown to be incorrect. If after 30 days no evidence has been found and you have not supplied any evidence supporting your claim, the investigation will expire, and by default we will deem your invoice to be correct.

If your invoice is determined to be correct, you must pay us any amounts you have withheld within five working days of being notified of our decision. If your invoice is deemed to be incorrect, we will either credit your account with or refund to you the incorrectly charged amount within five days.

Technical Faults

You are able to report faults to us during ordinary business hours by phoning us on 1300 638 747 or another method on www.netsip.com.au/feedback/. Before you report a fault to us you should take reasonable steps to make sure the fault is one that we are responsible for rather than one which you or a third party is responsible for (for example a fault in your equipment.)

SLA, Warranties and the Customer Service Guarantee

A Service Level Agreement (SLA) is an undertaking by us to maintain service availability at a certain level or to a certain standard. SLAs are given for some NetSIP services, if an SLA applies to your product it will be noted in the *Critical Information Summary*. Beyond any applicable SLA we exclude all warranties that are capable of exclusion at law.

Consumer guarantees cannot be excluded at law, and may apply to goods or services acquired under contract with us depending on the value and nature of the goods or services. Where applicable Consumer Guarantees require us to provide the services with due skill and care, to ensure the goods or services are fit for any specified purpose and provide the services within a reasonable time.

Under part 5 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) we are responsible for informing you about statutory rights under the Customer Service Guarantee (CSG). These rights entitle you to compensation if we do not meet statutory performance standards and timeframes for providing services, rectifying faults and meeting appointments.

Under the *Telecommunications (Customer Service Guarantee Standard) 2011* (Cth) we may request that you expressly waive your rights under the Customer Service Guarantee. While you are not obligated to waive your rights, we may be unable to provide a service to you if you do not agree to waive your CSG rights. Your waiver may apply to only some or all of your rights under the Customer Service Guarantee.

Telecommunications Industry Ombudsman (TIO)

The Telecommunications Industry Ombudsman (TIO) can resolve disputes between telecommunications companies and their customers. The TIO is an independent body and is fast and free to use. The TIO will only consider complaints if you have first tried to resolve the matter with us. If the TIO dispute resolution process does not resolve the complaint to your satisfaction you may be able to lodge a complaint with the Office of Fair Trading in your state.

Use of personal information

We will use personal information that we collect about you or your company to supply services to you. This may require that we share some information with Third Parties and Group Companies. We will only share personal information for purposes connected with providing the service to you.

We may conduct credit history checks on you or your company before providing services to you.

We may use personal information for research purposes related to the maintenance and improvement of our products and services or suggesting alternative services which may be advantageous to you.

More detailed information on how we deal with your personal information is outlined in our *Privacy Policy* which is available from www.netsip.com.au/privacy/.