

Elevate Internet

Billing Policy

1) Introduction:

- a) This Billing Policy describes how we will render accounts to customers and how customers must pay for services, and what will happen if this Billing Policy is not complied with.
- b) This Billing Policy forms part of our Standard Terms and Conditions (available at www.elevateinternet.com.au/legal) and is applicable to each service you have with us.

2) Fees and charges:

- a) All service upfront costs and monthly charges are set out on our website. The upfront costs and monthly charges for service will vary depending on your selected plan, including contract terms and features (such as data allowance and service speed, if applicable). Where any exclusive offer applies to your service, the terms and conditions of that offer will apply for the duration of the exclusive offer and override any relevant terms and conditions (including this Billing Policy).

3) Invoices:

- a) We will send you an invoice for all applicable charges for your service, based on the relevant service Description, Critical Information Summary (CIS) and applicable usage of the service, and may include the following:
 - i) Monthly recurring charges for providing your service;
 - ii) Upfront costs and charges for installation and activation of your service (if any);
 - iii) Costs and charges for equipment you purchase from us (if any);
 - iv) And additional costs or charges in accordance with the terms and conditions.
- b) Invoices will be sent to the email address provided on your application and stored against your account in our customer portal.
- c) You must pay each invoice for your service by the due date stated on the invoice, using the payment instructions provided in the invoice except where that invoice is under investigation in accordance with the terms and conditions and/or the below 'Disputes' section of this Billing Policy
- d) We invoice for services monthly in advance, and endeavour to include all charges from a billing cycle on the related invoice. However, from time to time this may not occur, and we will include the charges from prior month(s) on a current monthly billing invoice except where those prior charges relate to services provided 160 days or more ago (in which circumstance, these prior charges will not be billed to you).

4) Interim invoices:

- a) We may provide you with interim invoices where: the selected plan for your Service changes, you request an additional service or feature be added to your Service, you request your Service is relocated to another premises and you move your Service with you, or you request to be billed for any future or yet to be billed charges. We will provide you with prior written notice of any variation to the billing cycle for your Service.

5) Billing and errors:

- a) If a billing error occurs, we may correct the error and reissue the invoice to you. You are not required to pay the amount due on the invoice which contains the error but must pay the amount on the invoice which is issued once the error is corrected.
- b) If you overpay an amount due on the invoice issued for your service, we will not return that overpayment to you but will credit the account for your service. If you have credit remaining on the account for your Service and you have ceased to receive your Service then we will, after deducting any amount owing to any outstanding costs or charges, refund the remaining credited amount to you.

6) Billing information:

- a) You agree to supply us with valid and current billing information, particularly all necessary details to

enable us to debit your credit card or bank account with amounts due for your services.

- b) You also grant us all necessary authority to direct debit your nominated credit card to pay the amount due on any invoice for your Service. Your credit card will be debited on the rollover/activation date of your billing invoice unless you have paid your invoice by another means prior to the billing invoice due date.
- c) You also grant us all necessary authority to direct debit your nominated bank account to pay the amount due on any invoice for your Service. Your bank account will be debited on the rollover/activation date of your billing invoice unless you have paid your invoice by another means prior to the billing invoice due date.
- d) Paying by credit cards may attract a fee, which may vary depending on which card or banking institution you use. If a fee applies to the credit card you use to pay the invoice for your Service, then we will add this fee to the invoice for your Service, and you will pay that fee.

7) Overdue and unpaid invoices:

- a) If you do not pay an invoice by the date on which the invoice is due to be paid, then we may employ methods, including a debt collection agency or direct action through a court or tribunal, to collect the amount owing on that invoice from you. If we incur costs in doing so, then we will add all such costs to the invoice for your Services, and you will pay those costs. We may also suspend or cancel your Service, until your bill payment is made.
- b) If we suspend or cancel your Service due to non-payment of any invoice, then costs or charges may be applicable to re-activate or re-connect your Service. If we incur costs in doing so, then we will add all such costs to the invoice for your Services, and you will pay those costs.
- c) If you can demonstrate that payment was made by the date on which the invoice was due to be paid, but was not processed properly, or in time, including because of our act or omission, then we will not impose costs for late or unpaid payments.

8) Credit card fees and other bank charges:

- a) If we incur any fees, costs, or charges, in relation to payment on your credit card being declined or delayed, for reasons including insufficient funds or cancelled accounts, then we will add all such costs to the invoice for your Services, and you will pay those costs.
- b) If payment in relation to your Service is declined for any of the above reasons, more than three times within any twelve-month period, we may suspend or cancel your Service.

9) Changes to your service:

- a) You may upgrade your Service to a different plan at any time during the term of the contract for your Service. If you upgrade your Service, then, from the date on which your Service changes to the new upgraded configuration, you will be required to pay the increase in charges pro-rata.
- b) You may downgrade your Service to a different plan only at the end of the contract for your Services, and not during the term of the contract for your Service.
- c) If you insist that you must downgrade your Service during the term of the contract for your Service, then we may charge you a Fee related to the Minimum Spend requirement for your Service that you have decided to change, and from the date on which your Service changes to the new downgraded configuration, you will be required to pay the decrease in charges pro-rata.
- d) If you have signed up the contract for your Services on a promotion that requires that you stay on the same plan for a period of time, then, at any time during the term of the contract for your Service, you may upgrade your Service, but if you wish to downgrade your Service then we may charge a Cancellation Fee for your Service that you have decided to change.
- e) If you decide to cancel your Services entirely, we may charge an Early termination charge and Minimum Spend Fee.

10) Disputes:

- a) If you have an issue or a dispute with us in relation to billing or payment, please inform us about the matter and we will investigate the issue and try to find a remedy. In the first instance please email our customer support team (details on our website under "contact us").
- b) Please provide us with your full name, address and contact details along with a description of the issue or dispute you wish to raise.
- c) During the period in which the matter is under investigation, your obligation to pay the relevant

invoice will be suspended until the matter is resolved or has come to a reasonable conclusion. You must still pay by the due date any amount on the same invoice that is not in dispute. Once the matter is resolved you will be required to pay the invoice issued in relation to the matter, less any compensation determined by us in relation to the matter, if any is determined.

- d) If, during the period in which the dispute is under investigation, we continue to provide you with your service, then we will continue to invoice you for your Service, and you must pay those invoices.
- e) We will not place your Service on hold during faults, but once the cause of the fault is resolved and the cause known, we will consider the matter and may, if the fault was caused by our negligence or fault, provide some compensation by way of credit on the account for your Service

11) Suspension and cancellation of service:

- a) We may suspend or cancel your Service without liability to you, in the event of default by you of your obligations to pay any invoice due, or any other breach of this Billing Policy or the standard Terms and Conditions.
- b) Any suspension or cancellation will occur no less than twenty-one (21) days after the date due for payment of any invoice. To provide you with due opportunity to resolve any outstanding matter we will not give effect to any suspensions or cancellation on weekends or outside of business hours.
- c) If we have suspended or cancelled your service, and the circumstances under which we acted to suspend or cancel your service have been resolved to our satisfaction (acting reasonably), then we may reinstate or reconnect your service. If we incur any costs in doing so, then we will add all such costs to the invoice for your Services, and you will pay those costs.
- d) We may require that all costs incurred in relation to any suspension or cancellation, and any subsequent reinstatement or reconnection, be paid in full prior to your service being reinstated or reconnected. We will invoice you for any services rendered by us, which were not yet charged prior to suspension or cancellation of your service, and you must pay the invoice for those services.
- e) If you sign up for a 12 month or longer contract for your Service, and if we suspend or cancel your Service for cause, or if you cancel before the end of that contract (other than in accordance with the applicable terms), then we may charge you a cancellation fee as specified in the terms and conditions and the critical information summary for your service.