



Billing Policy

Introduction

This Billing Policy describes how FuzeNet Pty Ltd (ABN 71 154 074 218) (**FuzeNet**) will render accounts to customers and how customers must pay for services, and what will happen if this Billing Policy is not complied with.

This Billing Policy forms part of FuzeNet's [Customer Service Agreement](#), and is applicable to each Service you have with FuzeNet. Capitalised terms used in this Billing Policy have the same meaning given in the Customer Service Agreement.

Invoices, Billing & Payments

All Service upfront costs and monthly charges are set out on FuzeNet's website at <http://www.FuzeNet.com.au>. 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 special offer applies to your Service, the terms and conditions of that offer will apply for the duration of the special offer and override any relevant terms and conditions in the Customer Service Agreement (including this Billing Policy).

FuzeNet will send you an invoice for all applicable charges for your Service, based on the relevant Service Description, CIS and applicable usage of the Service, and may include the following:

- (a) monthly recurring charges for providing your Service;
- (b) upfront costs and charges for installation and activation of your Service (if any);
- (c) costs and charges for equipment you purchase from FuzeNet (if any); and
- (d) additional costs or charges in accordance with the Customer Service Agreement.

Invoices will be sent to the email address provided on your Application for Services, and also stored against your account in the FuzeNet customer portal (<https://my.fuzenet.com.au/>). On request, paper copies of invoices can be provided at a cost of \$2.50 (per invoice).

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 Customer Service Agreement and/or the below 'Disputes' section of this Billing Policy.

FuzeNet invoices for Services monthly in advance, and endeavours to include all charges from a billing cycle on the related invoice. However, from time to time this may not occur and FuzeNet 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).

FuzeNet 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 relocate 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. FuzeNet will provide you with prior written notice of any variation to the billing cycle for your Service.

If a billing error occurs FuzeNet may correct the error and reissue the invoice to you. If a billing error has occurred then you are not required to pay the amount due on the invoice which contains the error, but you are required to pay the amount on the invoice which is issued once the error is corrected.

If you overpay an amount due on the invoice issued for your Service, FuzeNet will not return that overpayment to you, but FuzeNet will credit the account for your Service. If you have a credit remaining on the account for your Service and you have ceased to receive your Service then FuzeNet will, after deducting any amount owing in relation to any outstanding costs or charges, will refund the remaining credited amount to you.

You agree to supply FuzeNet with valid and current billing information, particularly all necessary details to enable

FuzeNet debit your credit card with amounts due for your Services.

You also grant us all necessary authority to direct debit your nominated credit card in order 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.

Paying by some 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 FuzeNet will add this fee to the invoice for your Service, and you will pay that fee.

If you do not pay an invoice by the date on which the invoice is due to be paid, then FuzeNet 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 FuzeNet incurs costs in doing so, then FuzeNet will add all such costs to the invoice for your Services, and you will pay those costs. FuzeNet may also suspend or cancel your Service, until your bill payment is made.

If FuzeNet suspends or cancels your Service due to non-payment of any invoice, then costs or charges may be applicable for FuzeNet to re-activate or re-connect your Service. If FuzeNet incurs costs in doing so, then FuzeNet will add all such costs to the invoice for your Services, and you will pay those costs.

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 as a result of FuzeNet own act or omission then FuzeNet will not impose costs for late or unpaid payments.

If FuzeNet incurs 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 FuzeNet add all such costs to the invoice for your Services, and you will pay those costs. If a payment in relation to your Service is declined for any of the above reasons, more than three times within any twelve month period FuzeNet may suspend or cancel your Service.

Changes to your Service

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 at pro-rata.

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.

If you insist that you must downgrade your Service during the term of the contract for your Service, then FuzeNet may charge you a Cancellation Fee in relation to the contract 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 at pro-rata.

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 FuzeNet may charge a Cancellation Fee in relation to the contract for your Service that you have decided to change.

If you decide to cancel your Services entirely FuzeNet may charge a Cancellation Fee in relation to the contract for your Service that you have decided to change. When you upgrade or downgrade your Service, you will be required to pay any new charges for your Service from the date on which your Service changes to the new upgraded or downgraded configuration.

Disputes

If you have an issue or a dispute with FuzeNet in relation to billing or payment, please tell FuzeNet all about the matter and we'll will try and find a remedy. In the first instance please email support@FuzeNet.com.au. Please provide FuzeNet with your full name, address and contact details along with a description of the issue or dispute you wish to raise. FuzeNet will investigate the issue you raise to see if we can find a remedy.

During the period in which the matter is under investigation, your obligation to pay the invoice issued in relation to the matter at issue will be suspended, until the matter can be 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 FuzeNet in relation to the matter, if any is determined.

If, during the period in which the dispute is under investigation, FuzeNet continue to provide you with your Service, then FuzeNet will continue to invoice you for your Service and you must pay those invoices.

FuzeNet will not place your Service on hold during faults, but once the cause of the fault is resolved and the cause known, FuzeNet will consider the matter and may, if the fault was caused by Unit's negligence or fault, provide some compensation by way of credit on the account for your Service.

Suspension & Cancellation of Service

FuzeNet 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 Customer Service Agreement.

Any suspension or cancellation will actually occur no less than twenty-one (21) days after the date due for payment of any invoice. In order to provide you with due opportunity to resolve any outstanding matter FuzeNet will not give effect to any suspensions or cancellation on weekends or outside of business hours.

If FuzeNet has suspended or cancelled your Service, and the circumstances on which FuzeNet acted to suspend or cancel your Service have been resolved to FuzeNet's satisfaction (acting reasonably), then FuzeNet may reinstate or reconnect your Service. If FuzeNet incurs any costs in doing so, then FuzeNet will add all such costs to the invoice for your Services, and you will pay those costs.

FuzeNet 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. FuzeNet will invoice you for any services rendered by FuzeNet, which were not yet charged prior to suspension or cancellation of your Service, and you will pay the invoice for those services.

If you sign up for a 12 month or longer contract for your Service, and if FuzeNet suspends or cancels your Service for cause, or if you cancel before the end of that contract (other than in accordance with the applicable terms), then FuzeNet may charge you a Cancellation Fee as specified in the Customer Service Agreement and the CIS for your Service.

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