

Our Customer Relationship Agreement

BILLING POLICY

Internode Pty Ltd ABN 82 052 008 581

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1/502 Hay Street, Subiaco WA 6008

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Rules of interpretation and capitalised terms used in this Billing Policy are defined in the General Terms of our CRA.

1. ABOUT THE INTERNODE BILLING POLICY

Our Customer Relationship Agreement

- 1.1 This is the Billing Policy that applies to Internode as part of our CRA.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to Services.

2. BILLING AND PAYMENT

Bills

- 2.1 If you acquire ongoing Services from us, a regular invoice will be delivered via electronic mail, postal mail, or fax. We can charge you a processing fee for invoices delivered to you by postal mail or fax.
- 2.2 We may bill you:
 - (a) for recurring or fixed charges, in advance (for example, line rental charges);
 - (b) for variable charges, in arrears (for example, call charges);
 - (c) for installation or set-up charges, prior to installing your Service;
 - (d) for any equipment you purchase or Rent from us;
 - (e) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Service Description.
 - (f) using another invoice in the same month for billing alignment purposes where applicable; and
 - (g) for any amount owing to any iiNet Entity in accordance with clause 2.14.
- 2.3 Each Service is billed in regular cycles (monthly, quarterly or yearly, as determined by us) from the relevant due date for that Service. We will bill you in accordance with the billing period described in your Application or as otherwise notified to you by Internode. Internode may vary the billing period applicable to your Service by notice in writing to you. We can also issue an interim bill in the following circumstances:

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- (a) you change your existing plan;
 - (b) you request a new service to be connected;
 - (c) you relocate an existing service; or
 - (d) you request to be invoiced for any 'unbilled' charges.
- 2.4 Bills will be calculated by reference to data recorded, logged or received by our Suppliers and us. You acknowledge that in calculating charges we need only look at that data as recorded, logged, or received by our Suppliers or us.
- 2.5 We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods. We will not bill for charges older than 160 days from the date the charge was incurred.
- 2.6 We may reissue any bill if any error is subsequently discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from us, we will refund the overpayment promptly after your request and after deduction of any other amounts due by you to any iiNet Entity.
- 2.7 Subject to clause 3 (Billing Disputes), you must pay each amount billed by the due date specified in the bill.

Credit card and direct debit payments

- 2.8 If you choose to pay by direct debit or credit card, you acknowledge and agree that:
- (a) you must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card;
 - (b) you must provide to us current and valid credit card or direct debit details;
 - (c) your credit card or direct debit account will be debited on the due date of a bill unless your payment for that bill is made by other means and is received by us prior to that date; and
 - (d) payment by credit card may attract a credit card processing fee and this fee may differ depending on the type of card you use, as noted on your bill or on our Website from time to time,

you may be charged additional fees in accordance with clauses 2.10 and 2.11 if your payment is late or dishonoured as a result of you not complying with this clause 2.8.

Transaction Fees

- 2.9 You are responsible for any transaction fees (including international transaction charges) imposed by third parties (e.g. your financial institution) in relation to your payment.

Late or dishonoured payments

- 2.10 If you do not pay a bill by its due date, then:

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- (a) you must pay our reasonable expenses and costs in recovering payment from you such as the costs of engaging a mercantile agent to collect the overdue amounts; and
- (b) we can suspend or cancel the Service in accordance with clause 12.3(a) of the General Terms;

provided that we will not charge the fees specified in paragraphs (a) and (b) of this clause if you can reasonably satisfy us that payment of the bill was made by you on or before the due date for payment but was not processed by us in a timely manner as a result of our act or omission.

2.11 If you make payment on a bill:

- (a) by direct debit and there are insufficient funds in the account or your account details are not current and valid;
- (b) by cheque and the cheque is dishonoured; or
- (c) by credit card and the payment is charged back,

we reserve the right to pass on any decline fee.

2.12 If a payment is declined, charged back, or otherwise unsuccessful for any of the reasons outlined in clause 2.11 two or more times in any 12 month period, we may terminate your Service.

Right of set-off

2.13 You must pay the charges in the bill without any set-off, counter claim or deduction.

2.14 If you owe to any iiNet Entity an outstanding debt which is not the subject of a valid billing dispute and you no longer acquire a service from that iiNet Entity, we may apply the debt to your current account and bill you for it. You must pay the outstanding amount by the due date specified on your bill or we may take action in accordance with clause 2.10.

Variations to the charges

2.15 In addition to our rights under clause 1.6(c) of the General Terms, we may at any time in our discretion change non-recurring, usage based charges which we charge for certain services (e.g. the call rates that we charge for voice calls to various destinations) without direct notice to you. We will keep up-to-date pricing for these variable charges on our Website. We will provide at least 24 hours notice of upcoming changes to such charges on our Website.

2.16 If you select a different Service plan which results in changes to the charges, you agree:

- (a) to pay a pro-rata amount in respect of any increased charges for that billing period;
- (b) that we will retain any overpayment by you (due to a decrease in the charges) and apply it as a credit to your next invoice;

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- (c) to pay the new charges (which will be deemed to be the charges) from the date your Service plan was changed in accordance with this Agreement;

3. BILLING DISPUTES

- 3.1 If you wish to dispute a charge or fee in a bill, you must follow our complaint handling process described on our Website at: http://www.internode.on.net/about/sfoa/complaints_handling/.
- 3.2 If you raise what we reasonably consider to be a genuine billing complaint before the due date on the bill:
 - (a) your obligation to pay the disputed charge or fee may be suspended pending our investigation and resolution of the dispute; and
 - (b) you must pay all non-disputed amounts in the bill in accordance with clause 2.

4. CONSEQUENCES OF SUSPENSION

- 4.1 If the Service is suspended by reason of any of the circumstances referred to in clause 12.3 of the General Terms, or at your request under clause 12.9 of the General Terms, you must pay a reconnection fee as set out on our Website prior to the expiration of the suspension and recommencement of the Service.

5. CONSEQUENCES OF CANCELLATION

- 5.1 If we terminate a Service pursuant to clause 12.1 of the General Terms, or you terminate that Service in accordance with clause 12.7 of the General Terms, then subject to any deductions of other amounts due by you to any iiNet Entity:
 - (a) we will refund you only for full billing periods of that Service that you have paid for in advance and have not commenced using; and
 - (b) we will provide, upon your request, the date that you have prepaid your Services to, and you may then request the termination be effective from that date.
- 5.2 If the Service is cancelled for any reason you still have to pay all charges incurred before cancellation. Subject to clause 3 (Billing Disputes), we can deduct from your refund any amount that you owe to us, such as charges you have incurred before cancellation or any applicable Break Fee.
- 5.3 After cancellation of a Service, we may charge a reasonable fee for services performed and for which no fee has yet been charged.