OnePoint Software Solutions (OnePoint Connect) Billing & Refund Policy

<u>1. General</u>. The method of payment of your bill is by Credit Card Direct Debit.

<u>2. Monthly processing schedule</u>. You will be billed monthly on your 'Billing Anniversary Date'. This can be found by logging into your account.

<u>3. Statement Delivery Method.</u> All subscriber statements are sent via E-mail to the primary email address for your account.

<u>4. Payment.</u> Payment for services can be made with a Master Card or Visa credit cards. OnePoint Software Solutions (OnePoint Connect) will debit your credit card automatically, your Credit Card will be debited on your 'Billing Anniversary Date' each month, for services that are charged in advance and for telephone calls that are billed in arrears.

<u>5. Recovery of Outstanding Amounts.</u> OnePoint Software Solutions (OnePoint Connect) will charge any outstanding monies to nominated credit card. If we are unable to secure payment by this means or any other we may instruct a debt collection agency to commence legal proceedings against you for the money you owe us, which may also result in you being reported to a credit agency. In the event that recovery action is taken on your account, OnePoint Software Solutions (OnePoint Connect) reserves the right to charge you recovery costs. These include all costs arising out of default including legal and mercantile agent fees.

<u>6. Re-activation Fee.</u> A \$99.00 re-activation fee must be paid before service will be restored from a closed and terminated status.

<u>7. Your Last Statement Policy.</u> ALL closed and terminated accounts will receive their last statement via email. In the event that you have of any balance due at time of closure, these monies will be deducted from the nominated credit card accordingly.

<u>8. Billing discrepancies Policy.</u> Any discrepancies with the billing must be emailed to <u>hi@onepointsolutions.com.au</u> within 30 days of receiving your statement. Such notification shall NOT relieve the obligation of payments being deducted including the amounts disputed by the due date. We keep very accurate records, but admit we can make mistakes. If a mistake is determined, we'll make it right.

<u>9. Account Accuracy Policy.</u> Each subscriber is expected to maintain accurate records with our service. We utilise an Internet service industry standard billing and user management system which only works well if we have your correct contact information.

10. Refund Policy. Our refund policy is:

<u>10.1</u> if you voluntarily cancel a Service, the provision of the Service to you will cease on the Due Date of the month after you provide us with written notice of this cancellation (and no refund will be applicable);

<u>10.2</u> if we terminate a Service under our Terms & Conditions, the provision of the Service to you will cease in accordance with the provisions of that Clause (and you will not be entitled to a refund in respect of the Service); and

<u>10.3</u> if you validly terminate this Agreement as a result of our breach, your only remedy is a refund of the unused portion of your monthly account (or other period as agreed), calculated at the applicable monthly rate, after deducting our costs and expenses in connection with the termination of the Services.

10.4 full refunds will be available in the instance of if our system experiences a major defect and we are unable to provide our services due to the system failure.