

## Financial Hardship Policy

### Introduction

This policy also applies to individuals serviced by all subsidiaries of Falcore Australia Pty Ltd (Falcore, Us, We, Our) including but not limited to Falcore Investments Pty Ltd and ChannelCo.

Falcore understands that from time to time a customer may experience financial difficulties, and we are here to help. We are committed to supporting our customers work through such financial difficulties, understanding the importance of maintaining services through hardship. Should you require help in this regard, we will work with you on a case-by-case basis to find a sustainable solution, depending on the customer's individual circumstances.

We retain the right to vary the terms of the Policy at our discretion, the most up to date version of our policy can be found at <https://falcore.com.au/resources-terms/>.

### 1. Application

This policy applies to all customers/clients/partners/entities who acquire Services from us.

Your obligation to comply with this policy includes your obligation to ensure any person or entity who you allow to use your Service also complies with this policy.

1.1 This Policy together with any Master Services Agreement (MSA), Privacy Policy (PP), Acceptable Use Policy (AUP), Master Rate Schedule (MRS), Addendums to Master Rate Schedule (as required) and the necessary Service Order requests (as placed) constitute the entire agreement that governs the Services that you order from us (Agreement).

1.2 Where there is any inconsistency between the documents forming the Agreement, the inconsistency shall be resolved in the following order of priority (with a document higher in the list taking priority over any document lower in the list):

- a) The Master Service Agreement (MSA)
- b) the applicable Service Orders;
- c) the applicable Master Rate Schedule;

1.3 Any MSA supersedes all prior understandings, representations, arrangements and agreements between you and us regarding its subject matter. During the Term of the

Agreement, we may need to change the terms of the Agreement due to circumstances beyond our control, including changes in law, security obligations, changes by one of our third party suppliers to the terms on which they supply services to us or to the functionality or nature of a Service or its underlying technology. You agree that we may make these changes on reasonable notice to you.

## 2. Definition of Financial Hardship

Financial hardship occurs when a customer cannot meet their financial obligations under their contract due to illness, unemployment or another reasonable cause and the customer believes they would be able to meet those obligations over time if certain circumstances surrounding the service were changed. For example, if a post-paid account were to become a pre-paid account or a long-term payment plan were established. Other Contributors could be:

- Natural disaster
- Other factors resulting in an unforeseen change in your capacity to meet payment obligations, whether through a reduction in income or through an increase in non-discretionary expenditure
- Financial impacts associated with COVID-19

## 3. Assessment

Within 10 working days we will assess your request for financial assistance against this Financial Hardship Policy, based on the information available to us. It is likely we will request information and/or supporting evidence we may need to help us understand the circumstances and the level of support you require.

If you provide false or incomplete information, this may result in the cancellation of any arrangement we agree/d to. Please note we will only seek information from you that is relevant and not unduly onerous. At any point If you don't provide us with this information or requested information, an assessment may not be made.

## 4. Amendments to services

Should you successfully apply for financial hardship, Falcore will negotiate with you to reach an agreement on arrangements more suitable to your circumstances.

It is a fundamental principle of any hardship arrangement that the repayment should be sufficient to cover both expected future use of the service at an appropriate level and reduce the level of the applicant's debt over time. Crucially, the agreement should ensure that further purchases from Falcore does not cause the applicant to go into further debt, or

substantially contribute to a worsening of the applicant's financial position. To this end, while the financial hardship arrangement is in place, we will not sell debts, report hardship customers to credit agencies or suspend or disconnect the services of hardship customer due to debt.

Depending on your circumstances, we can offer the following options for keeping your services connected:

- Spend controls;
- Restriction of service, in respect of overall or specific services;
- Low-cost interim options until the Customer can continue with original payments.

In some cases, we may be able to offer one or more of the following financial arrangements:

- Temporarily postponing or deferring payments;
- Agreeing on an alternative arrangement, plan, or contract;
- Discounting or waiving of debt;
- Waiving late payment fees;
- Waiving cancellation fees; or
- Incentives for making payments.

Ideally, we strive to develop arrangements that will allow applicants to return to purchasing services on an ordinary basis as soon as possible.

## 5. Applying for Financial Hardship

If you think you may be eligible for and benefit from a financial hardship arrangement, or you would like to know more, we encourage you to contact our accounts team at [accounts@falcore.com.au](mailto:accounts@falcore.com.au). In assessing your application for financial hardship, we will consider the following:

- Your billing history.
- The nature of the services you are purchasing.
- The reason you are making the request.
- Any evidence you have provided demonstrating that the reason you have given for your request is a genuine reason.

We may also request other information about and evidence of your financial position and circumstances. Without this information we may be unable to assess your eligibility for financial hardship. Once we have received the information, we will advise you within 10 business days of your eligibility for assistance. When we reach an agreement, we will put that in writing. You must inform us if your circumstances either improve or deteriorate during the agreement. The provision of false information is grounds to end any financial hardship arrangement.

## 6. Disclosure

You can talk to a financial counsellor from anywhere in Australia by ringing 1800 007 007 between 9:30AM and 4:30PM Monday to Friday. This free call will connect you to the nearest financial counsellor in your state or territory; alternatively, you can find counsellors near you and get more information on financial counselling by visiting <https://www.moneysmart.gov.au/managing-your-money/managing-debts/financial-counselling>.

Should you wish to review a decision made in relation to an application for Financial Hardship, please see our Complaints Handling Policy.

### **Complaints and further information regarding a decision**

If you would like to make a complaint or seek a review about a financial hardship decision or require further information, you may follow our complaints handling process. Our Complaints Handling Policy sets out how to make a formal complaint.