

GS TELECOM PTY LTD – REFUND & CANCELLATION POLICY

This Refund and Cancellation Policy forms part of the agreement between GS Telecom Pty Ltd (A.C.N 096 926 993) ("GS Telecom") and the Customer. It outlines the rights, responsibilities, and financial obligations associated with canceling telecommunications services, transitioning accounts, and requesting refunds.

1. Service Cancellation by the Customer

You may cancel your Service Agreement with GS Telecom at any time, subject to the contract terms specified during your application:

- **No Fixed Contract Term:** If you did not specify a contract term upon signing your agreement, you may cancel by providing **one (1) month's written notice**.
- **Fixed Contract Term:** If you specified a fixed contract term, you may cancel the service prior to the contract expiration **only after paying a Service Cancellation Fee**.

1.1 Calculation of the Service Cancellation Fee

The Service Cancellation Fee is strictly calculated using the following formula:

Service Cancellation Fee = Remaining Months in Contract X Monthly Fee

(Where the remaining months are multiplied by the cost difference between the customer's previous month's GS Telecom bill and the exact same bill calculated under Telstra's standard rates).

2. Service Relocation or Transfer to Another Supplier

If you choose to direct GS Telecom to transfer any of your Services to an alternative telecommunications supplier, your financial obligations continue until the transfer is fully finalized:

- **Interim Account Obligations:** You must pay all accounts for services rendered up until the exact time GS Telecom ceases to provide your Services.
- **Trailing Charges:** You remain liable to pay all proper third-party carrier or operational charges that GS Telecom becomes aware of *after* the date of transfer that relate directly to the historical Services provided to you.
- **Account Ceasement:** Our service obligation ceases only when your account is successfully transferred to the new supplier and they assume full billing responsibility.

3. Account Suspension and Discontinuation for Non-Payment

GS Telecom reserves the right to suspend or terminate services for delinquent accounts:

- **Suspension:** If an invoice remains unpaid past its designated Due Date, GS Telecom may charge interest at a rate of 1.5% per month on the outstanding balance and **suspend all or part of your Services** pending full payment.

- **Termination:** Continued non-payment or breach of terms permits GS Telecom to immediately terminate the agreement by written notice. No refunds or credits will be issued for billing cycles impacted by suspensions due to a breach of contract.

4. Refund & Remedy Framework

GS Telecom limits its liability in alignment with standard statutory provisions (including the *Competition and Consumer Act 2010 / Trade Practices Act 1974* and the *Telecommunications Act 1997*).

4.1 Implied Warranties & Consumer Guarantees

Except where statutory consumer guarantees cannot be legally excluded, GS Telecom excludes all other custom, general law, or tortious warranties. In the event of a verifiable breach of an implied provision or consumer guarantee, GS Telecom's liability is strictly limited, at its own option, to:

1. **Refunding the price** of the goods or Services in respect of which the breach occurred; or
2. **Providing, replacing, or repairing** the hardware/goods, or resupplying the telecommunications Services again.

4.2 Non-Refundable Incidents

Refunds or balance credits will **not** be issued for:

- Temporary disruptions, connection delays, or operational network outages, as services are contingent on third-party wholesaled Carrier performance.
- Charges incurred as a result of unauthorized use of your connection (you are liable for all calls or data usage routed through your assigned access codes and lines, regardless of who initiated the usage).
- Indirect, economic, or consequential damages, including loss of profit, income, or potential business opportunities arising from service dropouts.

5. Billing Disputes

If you believe there is an error in an account statement that warrants a credit or refund, you must notify GS Telecom **in writing within fourteen (14) days** of the statement date, detailing your clear reasons and the specific amount in dispute.

- **Pay-First Requirement:** Notwithstanding any active, good-faith dispute regarding a specific charge, **the Customer must pay the whole amount of the invoice by the Due Date.**
- **Resolution:** If the dispute is investigated and resolved in the Customer's favour, an adjusted credit or refund will be applied to the subsequent billing cycle.

6. Hardware & Equipment Returns upon Cancellation

Any network hardware provided by GS Telecom for purchase or hire is subject to ownership retention rules:

- **Title Retention:** Title to any Equipment purchased does not pass to the Customer until the equipment cost and all outstanding account balances are paid in full. Until that point, hardware is held by the Customer as a bailee.

- **Mandatory Return:** Upon the termination or cancellation of the Service Agreement for *any* reason, the Customer must **immediately return all hardware and Equipment owned by GS Telecom** or make it available for prompt on-site collection by our agents.