

At VoIPcloud we are committed to providing excellent customer care and ensuring that our customers have a positive experience with our telecommunications services. As a member of The Telecommunications Dispute Resolution (“TDR”), we adhere to the New Zealand Telecommunications Forum (“TCF”) Customer Care Code 2023. This policy outlines our commitment to delivering high-quality customer care in compliance with the TCF guidelines.

## 1. Customer Service Principles:

- 1.1. We will provide fair, transparent, accurate, up-to-date, easily understood information about our telecommunications services to help customers make informed decisions.
- 1.2. We will treat all customers with respect, courtesy, and professionalism.
- 1.3. We will ensure our customer service representatives are knowledgeable and capable of addressing customer inquiries and issues promptly and effectively.
- 1.4. We will work collaboratively and constructively when engaging with customers.

## Terms and Conditions

- 1.5. We will provide limitations and factors that may affect service performance.
- 1.6. We will provide terms and conditions that set out the key rights and obligations of both VoIPcloud and the customer.
- 1.7. We will deliver at the service standard advertised and described in service terms and conditions.
- 1.8. We will communicate any changes to the customer’s terms and conditions, pricing, service specifications and discontinuation of service. Where changes will disadvantage the customer, we will give affected customers a minimum of 10 working days’ notice and wherever possible at least 30 days’ notice of these changes. If we are unable to give a minimum of 10 working days’ notice because the change is outside of our control, then we will communicate the change as soon as possible. We will act in good faith and be fair when deciding if a change will disadvantage the customer.
- 1.9. Conditions under which a customer’s service can be suspended or disconnected are included in the service terms and conditions.

## Accessibility and Availability

- 1.10. We will make our customer service easily accessible to all customers through multiple channels, including phone, email, website, and social media.
- 1.11. We will strive to provide convenient operating hours for our customer service.
- 1.12. We will provide clear and accurate information about our customer service contact details, including phone numbers, email addresses and website links for online chat.

## Complaint Handling

- 1.13. We have established a clear and efficient process for handling customer complaints and strive to resolve them promptly.
- 1.14. We will acknowledge customer complaints promptly, provide regular updates on the progress of investigations or resolutions, and ensure that customers are informed of the outcome.
- 1.15. We will treat all customer complaints seriously and handle them with empathy and sensitivity, demonstrating a commitment to fair and equitable resolutions.

## Billing and Dispute Resolution

- 1.16. We will provide clear and accurate billing information to customers, including plan pricing, itemized charges and explanations of fees or additional costs.
- 1.17. We will provide clear and accurate invoices to customers. If an error occurs, we will use all reasonable efforts to correct the inaccuracies promptly. A Customer may query or dispute their bill. During this process, we will not claim payment for the disputed part of the bill while investigating and has confirmed whether or not an error has occurred.
- 1.18. We will address billing disputes promptly and fairly, conducting thorough investigations and providing detailed explanations of the resolution to the customer.
- 1.19. We will comply with relevant legislation and regulations regarding billing practices and dispute resolution.
- 1.20. In the event of a fault on VoIPcloud’s network we will fix and repair it at no charge to the customer, except in instances where the customer has caused or contributed to the fault. Financial implications under this scenario are set out in the service terms and conditions.

## Force Majeure

1.21. Force majeure events are unforeseen events or circumstances that are beyond the control of VoIPcloud including but not limited to natural disasters, acts of god, war, explosion, terrorism or civil unrest, government or government agency actions or regulations, strikes, lockout, industrial action, infrastructure failures and supplier failure.

1.22. In a force majeure event, VoIPcloud is not liable for any delay or failure to perform its obligations as stated in our service terms and conditions.

1.23. When faced with force majeure situations we will assess the situation and determine if it qualifies as a Force Majeure event according to the contract terms. We will then promptly notify customers and partners, about the situation, its impact on services, and any anticipated delays or disruptions.

1.24. We will take the necessary steps to mitigate the effects of the event and minimize service disruptions. This may involve implementing backup systems, rerouting traffic, or working with alternative service providers to ensure continuity of services to the extent possible.

1.25. In some cases, we may seek to adjust the performance obligations outlined in the service contract. This could involve extending timelines, revising service levels, or modifying delivery schedules to accommodate the impact of the Force Majeure event.

1.26. If the event significantly affects our ability to perform its contractual obligations for an extended period, it may lead to termination or renegotiation of the service contract. This would be done per the terms and conditions outlined in the service contract and any applicable laws or dispute resolution mechanisms.

## Privacy and Data Protection

1.27. We will handle customer information and data with the utmost care, ensuring compliance with the Privacy Act 2020 and the Telecommunications Information Privacy Code 2020 (“TIPC”).

1.28. We will maintain robust security measures to protect customer data from unauthorized access, use, or disclosure.

1.29. We will obtain explicit consent from customers before using their personal information for any purpose beyond providing the requested services.

1.30. We will work with the customer’s authorized support person and/or agent, such as a financial mentor, cooperatively and constructively.

1.31. Information relating to a customer’s complaint will always be kept confidential as per the Privacy Policy or required by law. Information provided as part of the complaint will only be used or disclosed for complaint resolution and will not be used for any other purpose, ensuring compliance with the Privacy Act 2020 and the TIPC.

## Continuous Improvement

1.32. We will regularly review and update our customer care policies and procedures to align with best practices and changing customer needs.

1.33. We will actively seek customer feedback and suggestions to enhance our services and address any shortcomings.

1.34. We will collaborate with the TCF and industry stakeholders to contribute to the development of industry-wide customer care standards and initiatives.

VoIPcloud is committed to upholding the TCF Customer Care Code and delivering exceptional customer care. We value our customers' satisfaction and strive to provide reliable, efficient, and respectful service at all times. If you have any questions, concerns, or feedback, please contact our customer care team using the provided channels.

## 2. Complaint Handling Process:

We recognize, promote, and protect our customer’s right to raise a complaint. We have established a comprehensive process to ensure that your concerns are acknowledged, investigated, and resolved to your satisfaction.

### 2.1. Our responsibilities

- Handle complaints in good faith to provide an efficient, fair, accessible, and timely process for all customers.
- Ensure complaints management is non-discriminatory and provides consistent treatment of all customers.
- Ensure the complaints handling function is adequately resourced to operate efficiently and staff are trained on how to identify a potential complaint or dispute per the TCF Customer Care Code.

## 2.2. Complaint Submission

If you have a complaint regarding any aspect of your account or dealings with VoIPcloud, we encourage you to telephone or email our customer service department. Our objective is to resolve complaints during your first contact as much as possible. You can also make a complaint using any of the other contact methods on our website including online chat or via written letter.

## 2.3. Complaint Acknowledgement

Upon receiving your complaint, we will promptly acknowledge it either via telephone or in writing within three business days, recording that acknowledgement has been provided. A complaint received verbally is deemed to have been acknowledged when it is received. To raise awareness of further recourse options VoIPcloud informs customers of the Telecommunications Dispute Resolution (TDR) scheme when the complaint is first made.

We exercise caution not to dismiss complaints as frivolous or vexatious without due consideration. If VoIPcloud deems the complaint to be frivolous or vexatious we will inform the customer of the reasons for the decision not to investigate and/or inform the customer of further recourse options including the TDR scheme.

If your complaint is urgent due to financial hardship, impending disconnection, or priority assistance needs, we will prioritize it and aim to resolve it within two working days. If additional time is needed, we will communicate the reasons for the delay.

## 2.4. Progress and Investigation

We will keep you informed about the progress of your complaint, proposed actions, and the expected timeframe for resolution.

VoIPcloud endeavours to resolve complaints within 20 working days from the date of receipt, except where a complaint involves a third party. In those cases, a VoIPcloud will endeavour to resolve complaints within 30 working days from the date of receipt.

If the timeframe for complaint resolution will exceed 20 working days from the date of receipt, due to the complexity of the issue, VoIPcloud will inform the customer within 10 working days of becoming aware of the reason for the delay, and provide an indicative revised timeframe.

VoIPcloud will advise customers of the outcome of any investigation and resolution concerning their complaints. If requested by the customer, this will be provided in writing.

## 2.5. Confirmation of Resolution

Once your complaint has been resolved, we will confirm the resolution with you within 10 business days.

## 2.6. Further Recourse and Deadlock

To raise awareness of further recourse options VoIPcloud informs customers of the TDR scheme when a deadlock is reached.

In case you are not satisfied with the response provided by VoIPcloud, you have the option to escalate your complaint to senior management. We will make a senior management representative available to address your concerns within two working days.

If your complaint remains unresolved or you wish to explore external avenues, depending on the nature of your complaint, you may refer it to the TDR.

## 2.7. Complaint Recording, Monitoring and Review

VoIPcloud keeps records of complaints. The records will include the nature of the complaint, the resolution and, if applicable, any undertakings that are made by VoIPcloud to the customer.

VoIPcloud analyses complaints quarterly to identify recurring and systemic problems and trends to address the underlying causes of complaints. Through complaint analysis, VoIPcloud improves the complaint-handling process as soon as practicable when areas requiring attention are identified through complaint analysis.

## 2.8. Complaint Charges

VoIPcloud will not impose complaint handling charges, except in cases where VoIPcloud are requested by the customer to retrieve information relating to their complaint, to retrieve archived information and analyze the archived information and VoIPcloud will incur significant cost. In such cases, VoIPcloud will issue a reasonable charge, and it will be consulted with the customer before any activity is commenced. The customer must then confirm to VoIPcloud or a third party if applicable, one of the following directions: (1) pursue the complaint and pay the charge, (2) pursue the complaint without the information requested or (3) discontinue the complaint.

Where the outcome of a complaint is upheld in favour of the customer, VoIPcloud or the third party will refund any charges paid by the customer. If the charges were paid to VoIPcloud, we will refund the charges within 10 working days of the complaint being resolved or as agreed with the customer. If charges were paid to a third party the customer should approach the third party and seek a refund within 10 working days of the complaint being resolved or as agreed with the customer.

## 2.9. Disputed Amounts

If a complaint relates to a disputed amount, VoIPcloud will not demand payment or take any debt recovery action related to the disputed amount while the complaint is being investigated. If a customer pays for their telecommunications service in advance, VoIPcloud is under no obligation to credit or refund the customer while the complaint is being investigated. Where a customer's complaint is upheld, VoIPcloud will credit any charges it owes to the customer within 10 working days of the complaint being resolved or as agreed with the customer.

## 2.10. Referring Complaints to Third-parties

In the event of a complaint, VoIPcloud is committed to engaging with the relevant third party as promptly as possible to facilitate a timely resolution. When seeking assistance from a third party, VoIPcloud will submit a reasonable request through the appropriate channel, with a summary of the complaint and a description of the telecommunications service which directly relates to the complaint, within three working days of identifying the involvement of the third party.

Third parties should respond within two working days. If the third party determines that the request is relevant, it must advise about the complexity of the investigation and establish a timeframe for providing the required assistance within five working days of the request date. In cases where the complexity or nature of the complaint prevents the third party from offering assistance within 10 working days must notify VoIPcloud, proposing an alternative date for providing assistance and outlining the nature of such assistance.

VoIPcloud and third parties will maintain an atmosphere of good faith and ensure ongoing communication, keeping each other informed of any relevant developments. Before VoIPcloud responds to the customer they will consult with the third party to finalize the response, taking into consideration any proposed resolutions suggested by the third party. VoIPcloud will inform the third party about the outcome of the complaint, indicating whether it has been resolved or if further escalation through the TDR scheme is necessary.

## 2.11. Complaint made Directly to a Third-party

When a complaint is made directly to a third party, they should have an established complaint-handling process. The third party should provide information on their website on how customers can raise complaints with them and disclose whether they are a member of the TDR scheme. They should advise the customer to contact their Provider regarding the complaint and explain any relevant operation of the TCF Customer Care Code emphasizing that the Provider may seek assistance from a third party.

In the case where a complaint is received directly from a consumer who is not a customer of the relevant telecommunications service, the third party should have a complaint-handling process in place that aligns with the timeframes specified in the TCF Customer Care Code. This alignment ensures that complaints from non-customers receive the same level of attention and resolution within reasonable timeframes.

## 3. Credit Management Policy and Processes:

This credit management policy has been developed per the guidelines set forth by the TCF Customer Care Code. It outlines our commitment to responsible credit practices and ensuring fair treatment of customers concerning credit management matters.

## Credit Assessment

- 3.1. Before providing telecommunications services on a post-paid basis with credit terms to a customer, we will conduct an internal credit assessment based on the customer's prior history with us to determine the customer's creditworthiness.
- 3.2. The credit assessment will consider factors such as payment history, payment behaviour, account characteristics, account behaviour and any outstanding debts the customer has with VoIPcloud.
- 3.3. The assessment will be conducted in a fair, transparent, and non-discriminatory manner, adhering to the Privacy Act 2020, the TIPC and Consumer Guarantees Act 1993 (CGA).

## Credit Limits

- 3.4. Based on the credit assessment, we will set appropriate credit limits for customers.
- 3.5. We will communicate the credit limit to customers and provide them with clear information on how to monitor their credit usage and avoid exceeding their limits.

## Credit Control and Monitoring

- 3.6. We have implemented robust credit control measures to monitor and manage customers' credit usage.
- 3.7. Regular monitoring of credit usage is conducted to identify any instances of potential credit risk or non-payment.
- 3.8. If a customer's usage approaches or exceeds their credit limit, we will provide timely notifications and offer options for managing their usage or increasing their credit limit if appropriate.

## Payment Terms and Options

- 3.9. We communicate the payment terms, including due dates, acceptable payment methods, and any applicable fees or penalties for late payments.
- 3.10. Flexible payment options will be made available to customers, including electronic payment methods, direct debits, and online portals for convenient payment processing.
- 3.11. We will provide customers with accessible and accurate billing information, enabling them to review and verify their charges and usage.

## Financial Hardship

- 3.12. We recognize that customers may face unforeseen financial difficulties or temporary hardship.
- 3.13. In cases of financial hardship, we will work with customers to establish reasonable payment arrangements, taking into consideration their circumstances and financial capabilities.
- 3.14. Information regarding financial hardship assistance programs will be made readily available to customers, outlining the eligibility criteria and the process for applying for assistance.

## Disconnection and Suspension

- 3.15. We will follow appropriate procedures before disconnecting or suspending a customer's service due to non-payment.
- 3.16. Adequate notice will be provided to customers before any disconnection or suspension, outlining the outstanding amounts, the consequences of non-payment, and the available options to prevent service interruption.

## Dispute Resolution

- 3.17. We will handle credit-related disputes per our established complaint-handling process.
- 3.18. Customers will be provided with clear information on how to raise credit-related concerns and the steps involved in resolving such disputes.

## Debt Collection

- 3.19. VoIPcloud will issue a disclosure statement detailing important information to borrowers before starting a debt collection process, per the Credit Contracts and Consumer Finance Act 2003.

This Credit Management Policy is designed to promote responsible credit practices, fair treatment of customers, and effective resolution of credit-related matters. It aligns with the principles and guidelines set forth by the TCF Customer Care Code, demonstrating our commitment to maintaining high standards of credit management within the telecommunications industry.

## **The New Zealand Telecommunications Forum Customer Care Code 2023:**

Is an essential industry document that outlines the standards and guidelines for delivering exceptional customer care within the telecommunications sector.

By adhering to the TCF Customer Care Code 2023, telecommunications providers demonstrate their commitment to delivering exceptional customer experiences, promoting transparency, and fostering a culture of trust and reliability within the industry.

To access the New Zealand Telecommunications Forum Customer Care Code 2023, please visit their official website at <https://www.tcf.org.nz/industry/standards-compliance/customer-experience/customer-care/customer-care-code.pdf>.

## **The Telecommunications Dispute Resolution (TDR):**

The TDR is an alternative dispute resolution scheme specifically designed for residential and small business consumers. If you have encountered difficulties in resolving a complaint directly with your phone or internet service provider, the TDR offers its assistance free of charge.

With the primary objective of achieving fair and reasonable outcomes, the TDR facilitates a cooperative alternative dispute resolution process between both parties involved. Through this process, the TDR aims to provide a satisfactory resolution for all parties concerned.

To initiate a complaint with the TDR, you can visit their official website at <https://www.tdr.org.nz/> or contact their dedicated helpline at 0508 98 98 98.

The TDR serves as an impartial and professional avenue for resolving telecommunications-related disputes, ensuring that the interests and concerns of consumers are effectively addressed.

## **Other:**

For certain telecommunications and trade practices issues, you may complain to:

- The Fair Trading Office in your state;
- New Zealand Competition and Consumer Commission; and/or
- You may also obtain legal advice from your solicitor as an alternative avenue for resolution.
- The Office of the Information Commissioner can assist you with all matters related to privacy. To complain you can call 0800 803 909 or visit <https://www.privacy.org.nz/>