



Resale and Buying Program Payment Policy

(Version 1.4)

Effective April 1st, 2019

Goals of this Policy:

- Reorganize and create efficient billing and payment systems for FISPA resale programs
- Assist in the organized wind down of the programs
- Support members in billing dispute and accounting issues with the suppliers
- Support members in an organized transition of services
- Ensure FISPA remains financially solvent, that members are not taking advantage of FISPA's own obligations of payment on the member's behalf, and that members pay their contractual program obligations
- Provide a mechanism to resolve issues with non-responsive and non-paying members
- Protect all members from unreasonable risk to the organization by the resale programs, our wind-down process, or unreasonable or contractually prohibited actions by a member.
- Respect the investment many members have made in the buying programs that were a founding pillar of the organization

General Terms:

- All accounts are now subject to a form of auto-payment via credit card or direct debit on file upon request.
- No credit card fee will be charged (this is a reversal of a previous announcement)
- No new orders will be processed.
- Existing services can be grandfathered although there is no guarantee of service continuance past any underlying contract termination by the vendor.
- FISPA Invoices are due on receipt and auto-payments will be debited upon invoice or shortly thereafter.
- In the event that a member performs a charge-back to FISPA or the credit card on file is declined on any valid and open FISPA invoice, the member will have its services suspended until such time that a valid bank account for auto debit is received (credit card will no longer be accepted)
- FISPA will make every effort to bill on time and notate on the bill the required due date.
- All disputes affecting full payment must be filed with the underlying carrier with a copy to FISPA by the service due date.

Administration Fees:

- DSL Program 4%
- **All other programs starting April 1st, 2018** 4%
 - APEX Exempt

- Charge-backs of valid charges 5%
- Returned Check \$35.00
- Late fee / interest per month 1.5%
- Minimum Program Fee \$50
- Fees are subject to change.

Deposit Requirements:

- Any resale account balance (whether billed directly to FISPA or to the member under a FISPA contract) aged 60 days or greater shall be required to provide an automatic form of payment to FISPA (credit card or auto debit) to bring the account current, provide for automatic payment of future FISPA invoices, and provide a collection method for services guaranteed by FISPA but billed direct to the member.
- Any member company with an aggregate programs average monthly current balance of \$5,000 or more, or is unable to provide or sustain a form of auto-payment may be required to provide a deposit equal to the amount above \$5,000 upon notice. The deposit may also be satisfied by an irrevocable letter of credit issued by a reputable financial institution as determined by FISPA. A member may request a partial or full exemption of this requirement through written request to the board.

Suspension of Service:

- Service suspension means a FISPA member may not order new services
- Causes for suspension include:
 - See section 2 of your Preferred Member Agreement
 - Failure to provide a means of valid auto-payment or required deposit
 - Failure to be a member in good standing
 - Failure to follow ordering procedures as set forth on FISPA.org
 - Failure to pay FISPA invoices within 60 days of invoice.
 - A charge-back of credit card charges supported by a valid FISPA invoice.
- Suspension shall be provided via email notice

Termination of Service:

- Causes for termination of service
 - See Section 3 of your Agreement...
 - Failure to resolve service suspension within 30 days
 - Failure to provide an auto payment as required in this policy
 - Failure to be a member of FISPA in good standing*
 - Failure to follow ordering procedures as set forth here and on FISPA.org*
*30 day cure period allowed
- Termination shall be recommended by the Executive Director or an assigned committee of the Board of Directors. Such recommendation shall be approved by the board of directors and shall be final.

- Termination shall be provided via email and in writing via express mail
- Per your agreement, upon termination FISPA may, at its option, seek full payment by any means necessary including attorney's fees, seek payment via your personal guarantee, and/or disconnect or assign your circuits to another member or entity.
- FISPA is in the process of winding down most resale and bulk billing programs. As such, there will be no reinstatements of service after termination.

Billing Disputes and Dispute Exemption

- The only exemption from termination for non-payment shall be in the event that the non-paid charges are under an approved dispute with an assigned dispute number from FISPA.
- All disputes must be filed with the underlying carrier directly by the member with a copy to FISPA in addition to any required dispute process of the underlying supplier contract
- FISPA will provide dispute resolution assistance but the member is ultimately responsible for resolution
- If you are notified by FISPA of a discrepancy in dispute amounts between FISPA and the vendor you have 10 days submit a new dispute via the dispute form. We apologize in advance, but we expect there to be instances where disputes are assumed filed with the carrier but are not. Your help in registering all disputes with FISPA will ensure we can advocate for your dispute with the Vendor.
- FISPA reserves the right to seek collection and or terminate your agreement in the event the underlying supplier issues a final dispute denial and you fail to pay upon FISPA's demand. IE FISPA will not accept financial responsibility for a dispute between the you and the supplier.

Approved by Board of Directors

Credit Card / Auto Debit Authorization Form

You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information			
Card Type: <input type="checkbox"/> MasterCard 3 digit CVC:	<input type="checkbox"/> VISA 3 digit CVC:	<input type="checkbox"/> Discover 3 digit CVC:	<input type="checkbox"/> AMEX 4 digit CVV:
<input type="checkbox"/> Bank Draft			
Cardholder Name (as shown on card):			
Card Number / Account Number:			
Routing Number (for Bank Draft only):			
Expiration Date (mm/yy):			
Cardholder ZIP Code (from credit card billing address):			

I, _____, authorize FISPA, Inc. to charge my credit card or bank account above for my monthly balance due. I understand that my information will be saved to file for future transactions on my account. I also agree to be bound by the [Fispa Resale and Buying Program Payment Policy V1.2](#).

FISPA Member Company Name

FISPA Member Authorized Signer Name

Title

FISPA Member Signature

Date