



Resale and Buying Program Payment Policy

(Version 2.1)

Revised September 1, 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 members with resale accounts are required to submit an auto-payment authorization that includes either credit card information or bank debit information.**
- **Auto-payment form must be returned by November 1, 2019.** Failure to return completed form by due date will result in all circuits being cancelled as of December 1, 2019.
- No credit card fee will be charged.
- **Paper checks will no longer be accepted.** Invoices will be paid according to auto-payment authorization on file.
- **FISPA Invoices are due on receipt.** According to authorization on file, credit card or bank will be debited within a few days of invoice being emailed to contact on file.
- 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 provider.
- In the event that a member performs a charge-back to FISPA, or the credit card/bank debit on file is declined on any valid and open FISPA invoice, the member will be notified and will have ten (10) days to provide a new valid credit card/bank account. If valid replacement is not provided within 10 days of notification, services will be terminated and will NOT be reconnected.
- FISPA will make every effort to bill in a timely manner after receiving provider invoice.
- All billing disputes must be filed with the underlying carrier with a copy to FISPA. Invoices must be paid in full despite any billing dispute while waiting on any credit from provider.

Administration Fees:

- DSL Program 4%
- **All other programs starting April 1st, 2019** 4%
 - APEX Program - exempt
 - ATT Direct Bill is a resale program subject to 4% admin fee
- Charge-backs of valid charges 5%
- Minimum Program Fee \$50
- Fees are subject to change.

Deposit Requirements:

- Any member company with an aggregate programs average monthly current balance of \$5,000 or more 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.

Termination of Service:

- Causes for termination of service
 - See Section 3 of your Agreement...
 - Failure to provide an auto payment as required in this policy
 - Failure to be a member of FISPA in good standing
- Termination shall be recommended by the Staff Accountant to an assigned committee of the Board of Directors. Such recommendation shall then be submitted to and approved by the Board of Directors. Decision shall be final.
- Termination shall be provided via email and in writing via USPS to contact on file.
- 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 Member is notified by FISPA of a discrepancy in dispute amounts between FISPA and the provider, Member will have 10 days to 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 provider.

- FISPA reserves the right to seek collection and or terminate your agreement in the event the underlying provider issues a final dispute denial and you fail to pay upon FISPA's demand. **FISPA will not accept financial responsibility for a dispute between the Member and the provider.**

Approved by Board of Directors.

Credit Card / Bank Debit Auto-Payment Authorization Form

Complete Credit Card Information OR Bank Debit Information (not both).

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

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 V2.1.

FISPA Member Company Name

FISPA Member Authorized Signer Name

Title

FISPA Member Signature

Date