



# Australian Payment Assistance Policy

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## 1. Statement of Intention

- 1.1. This document contains Twilio’s policy for how Twilio will provide payment assistance to eligible Twilio customers in Australia facing Financial Hardship (“**Policy**”). The goal of this Policy is to prioritise keeping Twilio customers experiencing Financial Hardship connected.
- 1.2. Any Financial Hardship assistance Twilio gives under this Policy will depend on a customer’s individual circumstances, and we provide help on a case-by case basis. If you are a Twilio customer that qualifies for assistance, we will work with you in accordance with this Policy to find a sustainable solution, and we will only use disconnection as a measure of last resort.

**NOTE: Twilio’s services are intended for business or professional use only. Twilio’s services are not intended for use by individuals for personal or domestic use.**



## 2. Dictionary

2.1. Capitalised terms used in this document have the following meanings:

<b>Term</b>	<b>Meaning</b>
Agreed Financial Hardship Arrangement	The Financial Hardship assistance arrangement agreed between you and Twilio under section 9.2 below or the amended Financial Hardship assistance arrangement agreed between you and Twilio under section 10.1.f.i below, as the case may be.
Business Day	A day that is not a Saturday, Sunday, or gazetted public holiday in California, United States of America (i.e., Twilio's principal place of business).
Credit Management Action	This refers to any action, in relation to a Telecommunications Product, including a restriction, suspension or disconnection, to: <ul style="list-style-type: none"> <li>a. manage any credit risks that are relevant to Twilio; or</li> <li>b. collect outstanding debts from a Twilio customer.</li> </ul>
Customer Contract	The arrangement or agreement between Twilio and the Twilio customer for the supply of a Telecommunications Product to the customer. For the avoidance of doubt, this is either: <ul style="list-style-type: none"> <li>a. Twilio's Terms of Service available at <a href="https://www.twilio.com/legal">https://www.twilio.com/legal</a>; or</li> <li>b. the separate written agreement between Twilio and the customer for the use of the Telecommunications Product (if there is such a written agreement).</li> </ul>
Eligible Twilio Customer	This term has the meaning given to it in section 3.1 below.
Financial Hardship	This refers to a situation where: <ul style="list-style-type: none"> <li>a. a Twilio customer is unable to discharge its financial obligations owed under its Customer Contract or otherwise discharge its financial obligations to Twilio, due to circumstances, including: <ul style="list-style-type: none"> <li>i. personal or household illness;</li> <li>ii. unemployment;</li> <li>iii. low or insufficient income, including reduced access to income;</li> <li>iv. being the victim survivor of domestic or family violence;</li> <li>v. death in the family;</li> <li>vi. a change in personal or family circumstances;</li> <li>vii. a natural disaster;</li> <li>viii. unexpected events or unforeseen changes that have impacted the customer's income or expenditure; or</li> </ul> </li> </ul>



	<p>ix. other reasonable causes, AND</p> <p>b. the customer considers that it will be able to discharge those obligations if an agreed arrangement for financial hardship assistance relating to the supply of Telecommunications Product(s) by Twilio to the customer is implemented.</p>
TCP Requirements	The requirements in the Telecommunications (Financial Hardship) Industry Standard 2024, a copy of which can be found on the Australian Government's Federal Register of Legislation website at: <a href="https://www.legislation.gov.au/F2024L00133">https://www.legislation.gov.au/F2024L00133</a>
Telecommunications Product	This term has the same meaning as in the TCP Requirements. In the context of Twilio, this generally refers to any telecommunications product supplied by Twilio.

### 3. Eligibility for Financial Hardship assistance

- 3.1. You are eligible and have the right to apply for Financial Hardship assistance under this Policy if you are an Eligible Twilio Customer. You are an **"Eligible Twilio Customer"** if you are an existing Twilio customer and you meet ALL the following criteria:
- a. You have an active Twilio account.
  - b. You acquire one or more Telecommunications Products from Twilio that are not for resale, and you do not:
    - i. resell those Telecommunications Products in whole or in part; or
    - ii. use them as inputs into your own telecommunications products that are sold or provided to others.
  - c. Your contract for those Telecommunications Products has not been terminated (whether by you or by Twilio, or upon agreement of both you and Twilio).
  - d. You are either:
    - i. a business entity based in Australia and, at the time you entered into the Customer Contract with Twilio:
      - (a) you did not have a genuine and reasonable opportunity to negotiate the terms of the Customer Contract; and
      - (b) you had or would have had an annual spend with Twilio which was, or was estimated on reasonable grounds by Twilio to be, no greater than 40,000 Australian dollars;
    - OR
    - ii. a non-profit entity based in Australia.
  - e. Your situation meets the definition of Financial Hardship in section 2.1 above.



- f. You wish to access options for Financial Hardship assistance that Twilio makes available under this Policy.

## 4. Types of Financial Hardship assistance Twilio may provide

- 4.1. There are a number of options available to help you through Financial Hardship, including the following:
  - a. Temporarily postponing, extending, or deferring the time for paying a bill.
  - b. Applying a credit to your account.
  - c. Payment plans which are tailored to meet a customer's ability to pay.
  - d. Controls on how you can incur charges with Twilio, including spend controls (i.e., assistance to manage or limit the amount of charges you incur or data you use in relation to one or more Telecommunications Products).
  - e. Restrictions on your access to one or more Telecommunications Products, or a feature of those Telecommunications Products, including reducing data speeds or imposing other usage limits.
  - f. Transferring you to a different Telecommunications Product that better suits your circumstances.
  - g. Transferring you to a pre-paid service (if you are on a post-paid service).
- 4.2. The options in section 4.1 above do not represent a range of options from which an Eligible Twilio Customer can choose. Instead, they represent options that Twilio has available to offer Eligible Twilio Customers depending on Twilio's own assessment of what is most appropriate in the circumstances. Twilio will work with you to determine which of the options are best suited to an Eligible Twilio Customer's specific circumstances.

## 5. No fees for Financial Hardship application and administration

- 5.1. You do not need to pay any fees to Twilio for any of the following:
  - a. Applying to Twilio for Financial Hardship assistance.
  - b. Twilio's assessment of your Financial Hardship application.
  - c. To access an arrangement for Financial Hardship assistance that you have agreed upon with Twilio (if your application is successful).



- d. Twilio's administration of the Financial Hardship arrangement agreed with you (if your application is successful).

## 6. Applying for Financial Hardship assistance and getting updates

6.1. **Twilio's Contact Details.** You can contact Twilio to apply for Financial Hardship assistance and obtain updates on the progress of your application through the following contact points:

- a. Phone: +61 7 4519 4014
- b. Email: [support@twilio.com](mailto:support@twilio.com)
- c. Website: <https://support.twilio.com/hc/en-us/articles/360048500694-Contacting-Twilio-Support>.

6.2. **Customers requiring special assistance.**

If you have a hearing or speech impairment and need special assistance to communicate with us, you can use the National Relay Service at:

- a. Phone: 1800 555 660
- b. Website: <https://www.accesshub.gov.au/>.

Translating and Interpreting Service (TIS) is also available to help Twilio communicate with you, if you have a culturally and linguistically diverse background. TIS offers 160 different languages and are available for immediate and pre-booked phone or on-site conversations. You can contact TIS on 131 450, or, you may request that Twilio contact the TIS on your behalf.

## 7. Supporting information required for Financial Hardship applications

7.1. To enable Twilio to assess your application for Financial Hardship assistance, Twilio might contact you to ask for supporting information in the manner described in this section 7. Twilio will use the contact details you provided in your application for this purpose. If Twilio asks you for supporting/information documents according to this section 7, you agree to provide them to Twilio.

7.2. In assessing your application for Financial Hardship assistance, Twilio will request for supporting information from you, and use any supporting information you provide, only as strictly necessary for the assessment. Twilio will also only retain a copy or record of such supporting information for only as long as required to complete Twilio's assessment.

7.3. You do not need to provide supporting information if:-



- a. the Financial Hardship assistance you are applying for is for 3 or less billing cycles; or
- b. it appears to Twilio that you are a victim survivor of domestic or family violence.

7.4. However, Twilio **will** require supporting information if:-

- a. it appears that the arrangement will need to be for long term assistance;

AND

- b. any one of the following applies:
  - i. The amount to be repaid is more than 1,000 Australian Dollars.
  - ii. You have been a Twilio customer for less than 2 months.
  - iii. Twilio reasonably believes there is a possibility of fraud.

***(Note: This section 7.4 will override section 7.3 above.)***

7.5. The information Twilio can request for includes the following:

- a. Business registration number (ABN or ACN).
- b. The Twilio invoice(s) (invoice number(s)) the application relates to.
- c. Medical report from a licensed medical practitioner.
- d. Proof of unemployment (termination letter from employer).
- e. Income or financial statements.
- f. Death certificate of family member.
- g. Details of change in personal or family circumstances (and documents evidencing the change).
- h. Details of relevant natural disaster.
- i. Details of unexpected events or unforeseen changes that have impacted income or expenditure (and documents evidencing such events where available).
- j. Other information that Twilio considers relevant in its reasonable discretion.

7.6. Twilio can also request for a written attestation from you that you believe you will be able to discharge your financial obligations to Twilio if the relevant arrangement for financial hardship assistance relating to the supply of Telecommunications



Product(s) by Twilio to you is implemented on a temporary or ongoing basis, depending your situation.

- 7.7. Please provide the information Twilio requests via the physical address or by the electronic means communicated to you when you contact us under section 6 above.

## 8. Processing of Financial Hardship applications

- 8.1. You agree that the following apply to Twilio's processing and assessment of your application for Financial Hardship assistance:
- a. Twilio has the right to base its assessment on the information you provide or other information available to Twilio.
  - b. Twilio has the right to request for additional information according to section 7 above if Twilio determines that the information you have provided is insufficient to make the assessment.
  - c. Twilio may be unable to complete the assessment, and that Twilio has the right to refrain from making the assessment, if the information you provide Twilio (including any supporting information requested by Twilio according to section 7 above) is false, inaccurate, misleading, or incomplete.
- 8.2. You also agree that if you provide false, inaccurate, misleading, or incomplete information, Twilio has the right to terminate immediately, upon written notice to you, either or both of the following:
- a. The assessment of your application for Financial Hardship assistance.
  - b. Any existing or future financial hardship arrangement(s) Twilio has made or makes with you.
- 8.3. Twilio will complete assessing an application for Financial Hardship assistance within 5 Business Days of receiving a complete application. However, Twilio will complete its assessment sooner if practicable.
- 8.4. Twilio will inform you of the outcome of an assessment within 2 Business Days after completing the assessment. Twilio will inform you of the outcome sooner if this is possible for Twilio.
- 8.5. Twilio will advise you immediately if it becomes clear to us that you cannot be provided with Financial Hardship assistance if Twilio assesses that you do not meet or no longer meet the criteria to be an Eligible Twilio Customer in section 3.1 above.



## 9. Successful applications for Financial Hardship assistance

- 9.1. If Twilio agrees to provide Financial Hardship assistance to you, Twilio will communicate our decision to you electronically, along with a summary of the proposed arrangement and the email address for you to accept or reject the arrangement.
- 9.2. You will have 10 Business Days to agree to the proposed arrangement, starting from the date that Twilio communicated the proposed arrangement to you. Your agreement must be submitted electronically by email to the address mentioned in section 9.1 above. The proposed arrangement will commence immediately when Twilio receives your agreement in accordance with this section 9.2, and the agreed arrangement will be referred to as the **“Agreed Financial Hardship Arrangement”**.
- 9.3. If Twilio does not receive your acceptance in accordance with section 9.2 above, you agree that the following apply:
  - a. Twilio can treat you as having withdrawn your application for Financial Hardship assistance.
  - b. Unless Twilio agrees, you cannot re-apply for Financial Hardship assistance within a period of 3 months from the date that Twilio communicated the proposed arrangement to you.
- 9.4. If you accept Twilio’s proposed arrangement, Twilio will give you details of the Agreed Financial Hardship Arrangement electronically, and within 2 Business Days of your acceptance. The details will include the following:
  - a. The type of financial assistance Twilio is providing under the arrangement.
  - b. The duration of the arrangement.
  - c. The review date of the arrangement (if any).
  - d. Your rights and obligations under the arrangement, including that if your Financial Hardships situation changes:
    - i. you must advise Twilio of the change in accordance with section 10.1.a below; and
    - ii. you have the right to request Twilio to review and amend the arrangement, in accordance with section 10.1.b below.
  - e. Twilio’s right to take Credit Management Action in accordance with section 11 below.



## 10. Circumstance changes and review of Financial Hardship arrangement

- 10.1. If your situation changes during the time an Agreed Financial Hardship Arrangement is in force, and you still meet the criteria to be an Eligible Twilio Customer as set out in section 3.1 above, the following will apply:
- a. You must inform Twilio in writing of your change in situation within 14 days of the change.
  - b. You will have the right to request Twilio to review and amend the existing Agreed Financial Hardship Arrangement. If you choose to do so, you must request Twilio for this review and amendment at the same time that you inform Twilio of the change in your situation under section 10.1.a above.
  - c. Twilio will have the right (whether or not you inform Twilio of the change in your situation) to review and amend the Agreed Financial Hardship Arrangement.
  - d. Twilio will apply the same process for reviewing and amending the Agreed Financial Hardship Arrangement under section 10.1.b above or section 10.1.c above as the process for reviewing a fresh application for Financial Hardship assistance.
  - e. Where you have informed Twilio of your change in situation under section 10.1.a above and requested for Twilio to review and amend the Agreed Financial Hardship Arrangement in accordance with section 10.1.b above, Twilio will commence the process for reviewing and amending the Agreed Financial Hardship Arrangement within 5 Business Days of your request.
  - f. If Twilio offers you an amended Financial Hardship arrangement, the following will apply:
    - i. The process for you to agree to the amended arrangement will be the same as set out in section 9.2 above. If you agree to the amended arrangement, the amended arrangement will replace the existing Agreed Financial Hardship Agreement and will become the then-prevailing Agreed Financial Hardship Arrangement.
    - ii. If you fail to agree to the amended arrangement in accordance with section 9.2 above, the existing Agreed Financial Hardship Arrangement will continue in effect.

## 11. Credit Management Action by Twilio

- 11.1. Twilio has the right to take Credit Management Action in relation to one or more Telecommunications Product(s) Twilio supplies you if all the following conditions are satisfied:



- a. You do not meet your obligations under the Agreed Financial Hardship Arrangement relating to the Telecommunications Product(s).
  - b. If you have informed Twilio of your change in situation under section 10.1.a above and requested for Twilio to review and amend the Agreed Financial Hardship Arrangement in accordance with section 10.1.b above, and Twilio has taken steps to review the Agreed Financial Hardship Arrangement under section 10.1.e above.
  - c. Any one of the following sub-conditions is satisfied:
    - i. Twilio has taken reasonable steps to contact you, or you have contacted Twilio to discuss options for payment before Twilio takes Credit Management Action. (See section 11.2 below for what constitutes “reasonable steps”.)
    - ii. Twilio has a genuine reason to believe that you are unable or unwilling to pay your debts, and Twilio needs to prevent a further increase in the debt you owe Twilio.
    - iii. You agree that the Agreed Financial Hardship Arrangement cannot be completed.
    - iv. Twilio has been unable to contact you, despite taking reasonable steps to do so. (See section 11.2 below for what constitutes “reasonable steps”.)
- 11.2. For the purpose of sections 11.1.c.i and 11.1.c.iv above, Twilio has taken reasonable steps if:-
- a. Twilio has made at least 3 separate attempts to contact you, with each attempt on a separate Business Day; and
  - b. the 3 separate attempts are made over a total period of not more than 10 calendar days; and
  - c. each attempt is made using at least 2 separate methods of communication, with at least one of those methods being in writing.
- 11.3. Where Twilio has the right to take Credit Management Action against you in relation to one or more Telecommunications Product(s) under section 11.1 above:
- a. Twilio will only use suspension or disconnection as a measure of last resort; and
  - b. Twilio will, at least 10 Business Days prior to taking the Credit Management Action, give you a written notice that:
    - i. states what Credit Management Action will be taken;
    - ii. states when the Credit Management Action will occur;
    - iii. sets out the reasons for Twilio’s decision to take Credit Management Action against a customer;
    - iv. explains all charges that may apply;



- v. identifies any impacts that the action may have on any other Telecommunications Products that Twilio supplies you; and
- vi. includes the details of a contact point for you to make enquiries, including contact details for the TIO and financial counselling services.

## 12. Twilio's right to terminate Financial Hardship arrangement

- 12.1. Twilio has the right to immediately terminate any Financial Hardship arrangement and/or resume all its normal payment collection activities if any of the following applies:
- a. You do not meet or no longer meet the criteria to be an Eligible Twilio Customer in section 3.1 above.
  - b. If Twilio has the right, under section 8.2 above, to terminate any existing or future financial hardship arrangement(s) Twilio has made or makes with you, because you have provided false, inaccurate, misleading, or incomplete information to Twilio.
  - c. If Twilio has the right, under section 11.1 above, to take Credit Management Action.

## 13. Communicating with Twilio through authorised representatives

- 13.1. If you are an Eligible Twilio Customer, you can deal with us on Financial Hardship matters via an authorised representative (e.g., a financial counsellor or someone who helps the customer manage its bills).
- 13.2. Twilio will need the authorised representative to show us documentary proof that you have authorised them to communicate with us and to act on your behalf (e.g., a power of attorney or a letter of authorisation signed by you).
- 13.3. Please note that even if you choose to deal with us using an authorised representative, we may still directly contact you on matters relating to your request for Financial Hardship assistance. This includes (but is not limited to) the following matters:-
- a. Verifying that the third-party does in fact have your written permission to act on your behalf.
  - b. Seeking clarification on your request.
  - c. Signing documentation for any arrangement for Financial Hardship assistance that Twilio may agree to provide you.



## 14. Third-party support resources

- 14.1. If you require further third-party financial hardship support, there are organisations in Australia that offer free of charge financial counselling advice.
- a. Financial Counselling Australia:
    - i. Website: <https://www.financialcounsellingaustralia.org.au>
  - b. National Debt Helpline:
    - i. Website: <https://ndh.org.au/>
    - ii. Phone: 1800 007 007
  - c. Telecommunications Industry Ombudsman:
    - i. Website: <https://www.tio.com.au/guides/credit-management/tips-phone-and-internet-consumers-experiencing-financial-hardship>
    - ii. Phone: 1800 062 058

## 15. Complaints and review process

- 15.1. If you wish to complain to Twilio about a decision in relation to your application for Financial Hardship assistance, or to seek Twilio’s review of that decision, please let us know, and we will escalate the matter to Twilio’s Legal team for further consideration.
- 15.2. If you are not satisfied with Twilio’s decision, you can make a complaint to Australia’s Telecommunications Industry Ombudsman (“**TIO**”) for external dispute resolution. The process for doing so can be found on the TIO’s website on this page: <https://www.tio.com.au/complaints>.
- 15.3. If Twilio has offered you an arrangement for Financial Hardship assistance, and you have made a complaint against or sought a review of the arrangement (and Twilio’s decision to offer you that arrangement) under section 15.1 or 15.2 above, you can still choose to accept the arrangement while the complaint is being handled. If you choose to do so, you must inform Twilio in writing whether:
- a. you are fully accepting the arrangement and withdrawing your complaint; or
  - b. you are accepting the arrangement pending the outcome of the complaint.