Standard Terms and Conditions

These Standard Terms and Conditions apply to services supplied to consumers by Residential Internet Services Pty Ltd (ABN 17 638 081 419) t/a Zolt

1. The Agreement

1. An agreement is formed when we accept your application to obtain services from us. The application may be made by completing the ordering process on our website. You warrant that you are over 18 years of age and legally entitled to enter into the agreement.
2. All agreements are on a pre-paid, month-to-month basis. Agreements will automatically renew unless cancelled.

2. Changes to the Agreement

1. We may change the agreement in the following circumstances:
   a. Where you agree to the change; or
   b. Where we have given you notice of the change and the change will not adversely affect you.
2. Notice of a change to the agreement may be given by us by email to your nominated account email address.
3. Changes to these standard terms or a service description will be made available online and you are encouraged to check our website regularly.
4. Each time that you elect to extend the agreement you are deemed to agree to any changes to the agreement.

3. Applications

1. You warrant that information provided to us in the application is true and correct in all material respects and you acknowledge that we will rely upon it.
2. We may refuse an application for services where:
   a. There is a technical limitation to our ability to provide you the service, including if we do not provide services to your address;
   b. You have not completed an application process correctly or have been unwilling to provide us with a document or information we require.

4. Your Private Information

1. As part of your application and in connection with the provision of service to you, we may obtain private information about you.
2. We are required by law to collect certain Personal Information about you, including your name, address and telephone service number to provide it to the operator of the Independent Public Numbering Database (IPND).
3. We use our best endeavours to comply with a privacy policy which is available on our website.
4. You consent to us to collect and disclose your personal information including any unlisted telephone number and address from or to:
   a. any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act;
   b. any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;
   c. any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes;
   d. any upstream supplier to us to use the information for any purposes connected with the service or your use of the service.
5. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You may withdraw your consent at any time by contacting us.

5. Usage

1. You must take reasonable steps to ensure that such usage does not occur without your authorisation.
2. You are not permitted to authorise a third party to use your service without direct supervision or written authorisation by us.
3. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network infrastructure.
4. While we will use our best endeavours in providing the service, you use it at your own risk.
5. We may suspend or terminate your service if, in our reasonable opinion, the service has been involved in activities that are detrimental to our internet service or jeopardise the use of our service or its performance for other customers or how the wider community will perceive Zolt, such as:
    a. illegal, malicious, deceptive or misleading activities;
    b. interfering with the operations of the network;
    c. reselling the service;
    d. contravening any laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
    e. using the service in a way which contravenes our acceptable use policy;
    f. being listed or causing the listing of us or our other customers on any real-time blacklist;
    g. sending unsolicited emails for commercial advertising, informational announcements, charity requests, petitions, chain letters, or political or religious messages;
    h. harassing, threatening, menacing, or offending any person, or restricting any person from using or enjoy the service.
6. If we identify excessive use or unusual activity we may temporarily restrict or suspend your service.
7. We may investigate any misuse of the service by you, in conjunction with relevant law enforcement agencies. If your use of the service results in loss to other users or us, you may be liable to pay compensation.

6. IP Adresses

1. We are responsible for all DNS delegation and routing in connection with the service.
2. Your right to use any IP Address assigned by us ceases upon termination of the service.

7. Payments

1. Payments are to be made to us through the available payment methods on our online portal. Service fees and charges may apply for some available payment methods
2. If you have chosen to use our direct debit facilities, and we have not received your payment by the due date, unless we agree with you otherwise, we will debit your nominated account on or after the due date.
3. You must pay dishonor fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part.

8. Bank account direct debit terms

1. If you have arranged to pay us by providing a Direct Debit Request ("Your Direct Debt Request"), this clause sets out the terms on which we accept and act to debit amounts from your account under the Direct Debit System.
2. We agree to be bound by this clause when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.
3. By providing an online declaration you will be regarded as having 'signed' a Direct Debit Request (DDR) Form.
4. If you are not authorised to operate this bank account by yourself then those person(s) whose authority is required must complete and sign a DDR and return it to us.
5. As recipient of a Direct Debit Facility (DDF) from you, we will:
    a. provide you with a statement of the amounts we draw under your Direct Debit Request every month;
    b. provide you at least 21 days notice in writing, if we propose to:
        i. change our procedures in this agreement;
        ii. change the terms of your Direct Debit Request; or
        iii. cancel your Direct Debit Request.
    c. agree to deal with any dispute raised under your Direct Debit Request as follows: We will investigate the dispute and if it is found

that the amount has been debited in error we will refund the disputed amount within 5 business days. Where it is found that the disputed amount has been debited correctly and in accordance to the terms of the Direct Debit Agreement, we will notify you of that outcome in writing within 5 business days; and

d. not disclose any personal information provided to us under the Direct Debit Request, which is not generally available, unless: you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the Financial Institution at which your account is held or the Financial Institution which sponsors our use of the Direct Debit System or both of them; you consent to that disclosure; or we are required to disclose that information by law.

6. As the provider of DDF you:
   a. authorise us to draw money from your account in accordance with the terms of your Direct Debit Request and the agreement;
   b. acknowledge that if the day on which you are due to make payment to us is not a business day we draw under your Direct Debit Request on the next business day following the normal payment date. You will need to enquire directly with your Financial Institution if you are uncertain when they will process an amount we draw under your Direct Debit Request on a day that is not a business day;
   c. may ask us to:
      i. alter the terms of your Direct Debit Request;
      ii. defer a payment to be made under your Direct Debit Request;
      iii. stop a drawing under your Direct Debit Request. In such instances an alternative method of payment must be arranged 3 days prior to the due date and payment received by the due date; or
      iv. may cancel all your services including your Direct Debit Request by sending a written request including your customer number and telephone number to us;
   d. will advise us of any disputed amount drawn under your Direct Debit Request as soon as practically possible by notifying us of your dispute by letter or fax, (include your customer number and telephone number to us) and provide us with details of the payments in dispute and reasons for the dispute. We will endeavour to resolve any dispute within 21 days. Disputes may also be directed to your own Financial Institution;
   e. acknowledge it is your responsibility to ensure there are sufficient clear funds available in your account by the due date, on which we will draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request;
   f. acknowledge that if your Financial Institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will recharge any dishonour fees charged to us by the Financial Institution, to your account. We will make two attempts to draw outstanding amounts in accordance with your Direct Debit Request. If these fail, we will contact you by telephone or in writing to seek alternative methods of payment for the outstanding balance of your account, and to agree a suitable payment method for future account payments;
   g. acknowledge not all accounts held with a Financial Institute are available to be drawn under the Direct Debit System and that prior to providing your account details to us under the Direct Debit Request, have verified those details against a recent statement from your Financial Institution to ensure those details are correct.

9. Force Majeure

1. We will not be liable for:
   a. any delay in installing any service.
   b. any delay in correcting any fault in any service.
   c. failure or incorrect operation of any service, or
   d. any other delay or default in performance under this Agreement

   if it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

10. Liability

1. We do not exclude or restrict any statutory conditions and warranties, such as those pursuant to the Competition and Consumer Act 2010 and the Customer Service Guarantee issued by the Australian Communications and Media Authority.
2. To the extent permitted by law, our liability to you pursuant to this agreement is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.
3. You must let us know as soon as you become aware or believe that you have a claim against us.
4. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person
5. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.
6. Where you are two or more persons your liability will be joint and several.

11. Assignment

1. You may transfer your rights and obligations under this agreement to another person. approved by us under our assessment policies.
2. Where we reasonably consider there will be no detriment to you, we can without your permission and without notice:
    a. transfer our rights and obligations under this agreement to our nominee;
    b. temporarily or permanently delegate our obligations under this agreement to our nominee; or
    c. novate this agreement to our nominee by ending this agreement and entering into a new agreement between you and our nominee, on terms similar to this agreement.
3. If we do any of the above the transfer or delegation or novation will take effect when the relevant document is signed. You irrevocably appoint us as your attorney to sign any necessary documents to enable the transfer, delegation or novation to take effect.

12. Governing law

1. This agreement is governed by the laws of Queensland, Australia.