

Redalto Communications Terms & Conditions

These are the terms upon which Redalto Communications will provide the Service to the Customer. Customers are required to acknowledge that they have read and understood all articles in this document before service can be provided.

1. Definitions

The terms and concepts set out below are defined within context of this agreement:

- 1.1. **Acceptable Use Policy:** A document defining the rules that the Customer is obliged to comply with when using the Service.
- 1.2. **Agreement:** Agreement between Redalto Communications and the Customer regarding the delivery of the Service. The Agreement consists of the Service Order Form, the Terms and Conditions, Acceptable Use Policy, the Privacy Policy, and any other custom documents that are drawn up to define Service to the Customer by Redalto Communications.
- 1.3. **Commencement Date:** The date specified by Redalto Communications as the day on which the Service is first activated for the Customer.
- 1.4. **Customer:** The individual or legal entity that has entered into an Agreement with Redalto Communications, or the individual or legal entity that makes use of the Service.
- 1.5. **Maintenance Times:** The hours during which the computer systems of Redalto Communications are not available due to the fact that technical maintenance is being carried out.
- 1.6. **Minimum Period:** The minimum period for which the Agreement is entered into. The Minimum period is specified on the relevant Service Order Form.
- 1.7. **Monthly Fee:** The monthly fee paid by the Customer for the use of the Service. The Monthly fee is specified at www.redalto.com/pricing
- 1.8. **Price Schedule:** List of charges for any goods and services offered by Redalto Communications including non-standard add-on services required to support the Customer. This schedule can be found at www.redalto.com/pricing
- 1.9. **Privacy Policy:** A document outlining the obligations of Redalto to the Customer in accordance with the Commonwealth Privacy Act 1988
- 1.10. **Redalto:** Redalto Communications [ABN 64985874867] of PO Box 677 Newport NSW 2106
- 1.11. **Service Delivery:** All work relating to establishing Customer specific services by Redalto Communications and is not limited to setting up of equipment, networks, domains and websites.
- 1.12. **Service Description:** Specification of products and services delivered to the customer and specified at the following url: www.redalto.com/services.
- 1.13. **Service Order Form:** The form the Customer uses to request Redalto Communications for the provision of the Service. This form can be found at www.redalto.com/order.
- 1.14. **Service:** The delivery of web hosting, email, domain registration, and website development services by Redalto Communications for business use, as specified at www.redalto.com/services
- 1.15. **Setup Fee:** The one-time fee charged to the Customer for the delivery of Service and/or additional services. The Setup Fee is specified at www.redalto.com/pricing and/or any other documents which make up the agreement at the date of signing the Agreement.
- 1.16. **Terms & Conditions:** A document specifying the reciprocal rights and obligations between the Customer and Redalto regarding delivery and use of the Service
- 1.17. **Variable Fee:** Fees which are not fixed and may be required to be paid by customer based on request of additional services and/or use of services above normal specification of Service Description.

2. Subject of the Agreement

- 2.1. The agreement sets out the reciprocal rights and obligations of Redalto Communications and the Customer in relation to the delivery of the Service by Redalto Communications.

3. Realisation of Agreement

- 3.1. The Customer will supply Redalto Communications with all requested information and details including a valid identification, a correct ABN number and/or proof (in writing) of authorisation to enter into Agreement. The Customer guarantees that all presented information and details are correct and complete.
- 3.2. The Customer can only request the Service by submitting a Service Order Form either by fax or online at Redalto's secure online order facility; www.redalto.com/order

- 3.3. Redalto Communications reserves the right to refuse, cancel or reject any order made by the customer without requiring to provide reason, but notably under the following conditions:
 - 3.3.1. the Customer does not comply with a request as intended in article 3.1
 - 3.3.2. there exists reasonable doubt that the Customer cannot or will not comply with the obligations resulting from the Agreement including those set out in the Acceptable Use Policy and Privacy Policy
- 3.4. The Agreement is only realised when Redalto Communications has sent a confirmation and acceptance to deliver service.

4. Obligations on the part of Redalto Communications

- 4.1. Redalto Communications will make every effort to ensure that the Commencement Date of the Service is within predefined or agreed target delivery date.
- 4.2. Outside of the Maintenance times Redalto Communications will make every effort to ensure that the Service is available at all times.
- 4.3. Given the technical structure of the Internet Redalto Communications cannot guarantee a certain bandwidth between the Customer's computer system and any other computer system that is part of the Internet. Any mention of a certain bandwidth or capacity refers exclusively to infrastructure controlled by Redalto Communications.
- 4.4. Redalto Communications will make every effort to secure any customer data on any computer systems of Redalto Communications so that it is protected from unlawful use or distribution. In this regard, Redalto Communications accepts the requirements of the Commonwealth Privacy Act.
- 4.5. Redalto Communications will implement the appropriate technical and organisational safety and security measures with a view to assuring an appropriate level of security in providing the Service. The Customer is aware of the fact that Redalto Communications cannot in all fairness offer full protection against any safety risks inherent in any device or server connected to the Internet and that these risks are higher in the case of shared virtual hosting servers. Should the Customer wish to reduce or exclude risks the Customer must set up a dedicated server at the Customer's expense.
- 4.6. Redalto Communications reserves the right to introduce changes in the way the Service is accessed or used which is designed to promote improved security or use of the Service. In the event that the changes directly affect the way in which the Customer gains access to the Service, Redalto Communications will ensure that the Customer is notified sufficiently in advance.

5. Obligations on the part of the Customer and Use of the Service

- 5.1. Unless determined otherwise in the agreement, the Customer is responsible for providing any other equipment, software and services provided by third parties that are necessary for the Customer to be able to gain access to the Service, such as Internet Access and a computer with up-to-date software. If requested to do so by the Customer, Redalto Communications will see to it that the Customer is provided with information regarding the various requirements.
- 5.2. The Customer undertakes only to use the Service in accordance with the Acceptable Use Policy. In using the Service the Customer undertakes not to violate the rights of any third party, not to act indecently in relation to any third party or in any way that is in conflict with good morals or public order, and not to cause damage to any third party. In particular the Customer must undertake:
 - 5.2.1. To respect the intellectual property rights of third parties.
 - 5.2.2. Not to distribute data contrary to statutory regulations.
 - 5.2.3. Not to attempt to gain access to computer systems without being authorised to do so.
 - 5.2.4. Not to alter, delete, render unusable or add data to data belonging to a third party without the consent of the third party in question.
 - 5.2.5. Not to spread computer viruses or any other computer programs or data with a view to causing damage to computer programs data belonging to third parties.
 - 5.2.6. Not to use the Service in such a way as to obstruct the correct functioning of the computer systems of Redalto Communications or to hinder other users of the services provided by Redalto Communications in their use of the services in question.
 - 5.2.7. Not to use the Service in such a way that IP data traffic is obstructed as a result.
- 5.3. Without thereby affecting any other rights to which it may be entitled, Redalto Communications reserves the right to suspend the fulfilment of its obligations in relation to the Customer, among other things by denying the Customer access to the Service with immediate effect in the event that the Customer fails to act in accordance with the provisions set out in article 5.2 and/or in the event that the Customers' sanctions justify such a move. Redalto Communications can never be obliged to provide compensation on account of the fact that it has suspended the fulfilment of its obligations under the

terms of the agreement. The Customer is to indemnify Redalto Communications from any claims made by third parties as a result of the fact that the Customer has failed to act in accordance with the provisions set out in article 5.2.

- 5.4. The customer is responsible for all the data contained within the website. Redalto assumes no liability for consequences resulting from posting of unlawful content or data.
- 5.5. Should it come to the knowledge of Redalto Communications that a publication produced by the Customer and published by the Customer by means of the Service is unmistakably unlawful, Redalto Communications is within its rights to demand that the Customer must remove the publication in question from its systems as soon as possible, and certainly within the immediate twenty four (24) hour period. In the event that the Customer fails to comply with the said demand, Redalto Communications will remove the publication from its systems itself or suspend service. Redalto Communications can never be obliged to provide compensation on account of the fact that it has removed an unlawful publication from its systems.
- 5.6. In the event that the Customer is relocating premises, the Customer is to notify Redalto Communications as soon as possible of the new address of the Customer. Redalto Communications will make every effort to ensure that its records will be updated in accordance with this move.
- 5.7. The Customer agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service. The Customer is not permitted to make the Service available to third parties outside of the Customer's organisation.
- 5.8. The Customer assumes responsibility for ensuring there is no excess use of the Service such that it will degrade the performance of the service for other Customers. Excessive use of limited resources such as, web server CPU and bandwidth can result in temporary suspension of service. Redalto will make reasonable effort to inform the Customer of intent to suspend service in this instance so that the customer may take necessary steps to improve the situation. However, Redalto reserves the right to intervene if necessary.

6. Domain names and IP addresses

- 6.1. In the event that it has been agreed that Redalto Communications is to act on the Customer's behalf in applying for a domain name and/or IP addresses, the provisions set out in this article apply.
- 6.2. The application for and use of a domain name and/or IP addresses are governed by the rules and procedures of the bodies in question, which include but are not limited to; the AFNIC, Network Solutions, InterNIC, RIPE NCC, and auDA. The body in question will decide whether or not the domain name and/or the IP addresses that have been applied for is to be assigned. In applying for a domain name and/or IP addresses on the Customer's behalf Redalto Communications is simply acting as an intermediary and cannot guarantee that the domain name and/or the (class of) IP addresses that the Customer wishes to apply for will actually be assigned.
- 6.3. Domain names are registered in the Customer's name or in the name of the Customer's company. Under certain circumstances (a member of staff employed by) Redalto Communications may be registered as the contact person for the domain for the purpose of maintaining that domain. Regardless of this, Redalto Communications has absolutely no involvement in the use of the domain name. The Customer is to indemnify Redalto Communications from any claims made by third parties regarding the use of the domain name. The obligation to indemnify Redalto Communications from any claims made by third parties applies regardless of the fact that the domain name may have been acquired without the intervention of Redalto Communications.

7. Support and Service

- 7.1. Redalto Communications will support the Customer in the use of the Service. The Customer can call upon Redalto in writing, by telephone or by e-mail. The hours during which the telephone lines of Redalto are open are noted on the contact page of the website www.redalto.com/contact. Redalto is free to change the time during which telephone contact can be made.
- 7.2. As part of its undertaking to provide support, Redalto Communications will make every effort to solve any problems that the Customer may encounter when using the Service. The Customer is to provide Redalto Communications with any assistance that may be necessary to solve the problem.
- 7.3. Redalto Communications reserves the right to charge for support provided to a Customer which is deemed above and beyond a normal level of support. The Customer will be notified of any charges in advance. In the event that the Customer unnecessarily calls upon Redalto Communications for support without merit, costs related to providing that support may be passed on to the Customer at the discretion of Redalto.
- 7.4. Redalto Communications will not maintain, manage or repair equipment and/or software that is not supplied by Redalto Communications or by a Redalto Communications designated party.

8. Software & Scripts

- 8.1. The use by the Customer of any software that may be provided by Redalto Communications is subject to the licence conditions of the software in question. The Customer undertakes to comply with the said licence conditions. Redalto assumes no responsibility for the use or defect of this software.
- 8.2. Use of certain web scripts on the hosting servers as defined in www.redalto.com/support is strictly forbidden and breach of this may result in immediate termination of the Agreement. Specifically, implementation of chat room scripts other than those provided for the customer in their control panel is not allowed on Redalto's hosting servers.

9. Website Development

- 9.1. Where the customer requests service which includes development of a website, the following articles will be applicable.
- 9.2. Authorisation. The Customer authorises Redalto Communications to develop and publish a website on behalf of the Customer. The Customer authorises Redalto to publicise their completed website to web search engines as well as other web directories.
- 9.3. Ownership of Website: Custom built websites provided free-of-charge as part of the Service will remain the property of Redalto Communications within the first 12 months of service. If the Customer Terminates the Agreement within 12 months of Commencement Date, the Customer cannot transfer the website another ISP / web host provider without the prior written consent of Redalto Communications. The ownership of the website will automatically transfer after 12 months of service.

10. Fees

- 10.1. The Customer will be charged an Installation Fee for connection to the Service. The Installation fee specified in the Price Schedule includes a fee for intermediary services for applying and/or relocating and maintaining the domain name and/or IP addresses.
- 10.2. From the Commencement date onwards the Customer is obliged to pay a Monthly Fee for the use of the Service. The Monthly Fees specified in the Price Schedule are to be paid in advance.
- 10.3. If, at the Customer's request, Redalto Communications provides any additional services such as provision of additional disk space or the forwarding of e-mail, Redalto will charge the Customer the rates that currently apply for the services in question. The Customer will be notified of the costs of the said services in advance.
- 10.4. Unless otherwise indicated, the rates and fees charged by Redalto Communications are always specified in Australian Dollars including Goods and Services Tax (GST).
- 10.5. Redalto Communications is entitled to change the Monthly Fee at any time. When this occurs Redalto Communications will make every effort to notify the Customer sufficiently in advance.

11. Invoicing and Payments

- 11.1. The Customer must pay the Set-Up Fees And Monthly Fees in advance. Any additional fees such as variable or usage fees accrued during the billing month will be invoiced and charged in arrears.
- 11.2. Redalto primarily charges by use of credit card or direct debit. The Customer acknowledges this and will provide correct and up-to-date information that will enable Redalto to charge the Customer using these methods in a timely manner.
- 11.3. Customers are responsible for the provision of sufficient funds in their bank account and will be held responsible for any bank charges resulting from insufficient availability of funds
- 11.4. The Customer acknowledges and specifically agrees that charge backs are unlawful if Redalto's Service has been rendered. If customer has a billing dispute with Redalto, the Customer must settle such dispute with Redalto directly without initiating any chargeback procedures. Any unlawful chargeback will invoke without exception a one-hundred-fifty dollars (\$150) service fee.
- 11.5. Invoices and Statements will be emailed, customers requiring paper invoice will accept additional charge relating to printing and post charges, as outlined in the Price Schedule
- 11.6. All invoice or statement fees will be denominated in Australian Dollars. Any payment processing that results in currency conversion for the customer are subject to market rate at the time of transaction. Redalto Communication assumes no liability in currency fluctuations. Any prices quoted in currencies other than Australian Dollars are provided only as a guide and it remains the responsibility of the Customer to monitor exchange rates.
- 11.7. At the discretion of Redalto Communications some Customers may be offered a line of credit and be invoiced for payment on a periodic basis. Should this occur, the following terms will apply;

- 11.7.1. Redalto Communications will send the Customer an invoice on a monthly basis specifying fees applicable for the forthcoming calendar month. If the Commencement date does not coincide with the first day of a calendar month, Redalto Communications will calculate the fee for that period on a pro-rata basis.
- 11.7.2. The Customer is to pay all invoices within fourteen (14) days of the invoice issue date
- 11.7.3. Returned cheques will be assessed a \$25.00 charge.
- 11.8. The Customer is not entitled to suspend payment, unless an attributable shortcoming can be shown to be due to wrongful intent or gross negligence on the part of Redalto Communications or its managerial personnel.
- 11.9. The Customer is not entitled to offset any claim it may have against Redalto Communications against a claim on the part of Redalto Communications.
- 11.10. In the event that the Customer fails to pay an outstanding amount within the agreed term, the Customer is considered to be in default from the day on which the sum in question should have been paid. The Customer is obliged to pay interest calculated at the statutory rate from the day on which the outstanding sum should have been paid. Furthermore, Redalto Communications is entitled to deny the Customer access to the Service until such time as payment is received in full. The Customer is obliged to continue to pay the Monthly Fee for the period in question despite the fact that the Customer no longer has access to the Service. Once payment has been received in full the Customer will be obliged to pay Redalto Communications the appropriate reconnection fee of which the Customer will have been notified in advance.
- 11.11. In the event that the Customer fails to pay an outstanding amount within the agreed term Redalto Communications is entitled to charge the Customer all of the judicial and extra-judicial costs incurred in the process of recovering its claim. Extra-judicial costs are set at a minimum of two hundred and fifty dollars (\$250) or at least ten percent (10%) of the claim, whichever is the greater.

12. Force Majeure

- 12.1. In the event that Redalto Communications is unable to fulfil its obligations in relation to the Customer as a result of force majeure, the obligations in question will be suspended for the duration of the situation of force majeure.
- 12.2. In the event that the situation of force majeure has persisted for six (6) weeks, the two Parties are entitled to cancel the Agreement for the future only. The Customer is not entitled to claim compensation or any other reimbursement as a result of the situation of force majeure, even if the situation of force majeure proves to be to the advantage of Redalto Communications.
- 12.3. Within the context of the agreement, force majeure is understood to refer to any circumstance beyond the control of Redalto Communications that makes it impossible for Redalto Communications to fulfil any or all of its obligations in relation to the Customer or as a result of which Redalto Communications cannot reasonably be expected to fulfil its obligations in relation to the Customer, regardless of the fact that the circumstance in question might have been foreseen at the time that the Agreement was concluded. Circumstances considered to constitute force majeure include but are not limited to disruption in systems that are part of the Internet, disruptions in the telecommunication infrastructure, including the Connection, and power failure experienced by Redalto Communications.

13. Liability

- 13.1. The total liability of Redalto Communications on account of attributable shortcoming in the fulfilment of its obligations under the terms of the Agreement is limited to the reimbursement of direct losses up to a maximum sum equivalent to the fee actually paid to Redalto Communications by the Customer during the contract year in question. Redalto Communications cannot be held liable for direct losses, including consequential losses, loss of profit, lost savings and losses incurred as a result of stagnation of business operations.
- 13.2. With the exception of the cases specified in article 13.1, Redalto Communications cannot be held liable for compensation, regardless of the grounds on which a claim for compensation is based.
- 13.3. The limitation of liability as defined in this article does not apply to the extent that the losses in question are due to wrongful intent or gross negligence on the part of Redalto Communications or its managerial personnel.
- 13.4. Whenever Redalto Communications uses a third party for delivery of the Service, the liability of Redalto Communications is limited to the liability of the third party towards Redalto Communications. Whenever other limitations on the liability of Redalto Communications within the agreement are lower than the earlier mentioned limitation the lowest limitation applies. This applies specifically when a third party connection is used for the delivery of the Service.

14. Duration and Termination of the Agreement

- 14.1. The agreement comes into effect on the Commencement date and is entered into for a Minimum Period calculated from the Commencement date. Following the expiry of the Minimum Period the Agreement will be tacitly renewed for an indefinite period, unless one of the Parties cancels the Agreement in writing at least thirty (30) days prior to the end of the Minimum period.
- 14.2. For the renewal or termination of the Agreement in accordance with the provisions set out in article 14.1, the Minimum Period is considered to run through to the last day of the calendar month in which the Minimum Period expires.
- 14.3. Following the expiry of the Minimum Period either of the two Parties can cancel the Agreement by issuing written notification to this effect at least thirty (30) days prior to the end of a calendar month.
- 14.4. Redalto Communications is entitled to dissolve the Agreement with immediate effect:
 - 14.4.1. In the event that the Customer fails to fulfil any of its obligations in relation to Redalto Communications' Terms & Conditions and Acceptable Use Policy (AUP)
 - 14.4.2. In the event that the Customer applies for a suspension of payment, or if the Customer files for, or is declared bankrupt, or files a petition for, or goes into involuntary liquidation.
- 14.5. In the event that the Agreement is dissolved in accordance with the provisions set out in article 14.4 all claims that Redalto Communications has against the Customer are immediately due and payable in their entirety. Any amounts that have been paid in advance will not be refundable.

15. Miscellaneous provisions

- 15.1. The Agreement is governed by Australian law.
- 15.2. All disputes ensuing from or related to the Agreement are to be brought before the court of competent jurisdiction in Australia exclusively.
- 15.3. Redalto Communications is permitted to transfer the rights and obligations described in the agreement to a third party. The Customer is not entitled to transfer the rights that accrue to and/or the obligations incumbent upon the Customer under the terms of the Agreement to any third party without the prior written consent of Redalto Communications.
- 15.4. General or specific terms and conditions issued by the Customer do not apply to the Agreement regardless of how the said terms and conditions may be termed.
- 15.5. Redalto Communications has the right to make changes to these terms and conditions. A change will also apply in respect of Agreements that became effective before the moment of change of the terms and conditions. Redalto will make every effort to inform the customer, however the changes cannot be deemed void if the Customer claims not to have been notified.