

Zetifi Standard Form Terms and Conditions

1. Introduction

- 1.1 Agsensio Pty Ltd t/a Zetifi (ACN 621 129 224) (“Zetifi”, “we”, “us”, “our”) provides services (“Services”), for users (“you”, “your”) pursuant to an Agreement.
- 1.2 An Agreement will be made up of:
- 1.2.1 These Standard Form Terms and Conditions (**Terms**); and
- 1.2.2 Additional Terms and Conditions applicable to the specific Service.

In the event of the any conflict or inconsistency between the documents of the Agreement, the documents shall take precedence in the order set out in this clause, to the extent of any inconsistency.

2. Variations

- 2.1 The terms of your Agreement (including these Terms), may be modified, added to or withdrawn by Zetifi at any time (**Variations**) provided where such changes could be reasonably expected to adversely affect you, we will directly inform you. The latest versions of these Terms containing any Variations to the previous versions will be made available at <https://zetifi.com/policies/terms-of-service>
- 2.2 A Variation will not take effect until your next billing period after the date of its implementation.
- 2.3 If a change to the Service is materially detrimental to you, you may terminate the Agreement without incurring any fees or charges, including any applicable early termination charges, other than:
- 2.3.1 Service usage and monthly access charges (incurred up to the date on which the Agreement ends); and
- 2.3.2 any other outstanding amounts that cover installation costs or equipment.

3. The Service

- 3.1 Zetifi agrees to provide the Services to you in accordance with the Agreement and otherwise comply with the terms and conditions of your Agreement.
- 3.2 In order to use the Service, you must:
- 3.2.1 purchase from us a device which is on the list of devices published on <https://zetifi.com/policies/terms-of-service> as approved devices to be used with a Service. We may amend this list by adding or withdrawing devices (**Approved Device**); and
- 3.2.2 download the Zetifi app for free from the App Store or Google Play and via the Zetifi app, apply to acquire the Service from us by providing Zetifi with certain true and correct information about yourself (the “**User Information**”), including providing us with one or more Payment Methods, and we accept your application which is at our sole discretion. “**Payment Method**” means a current, valid, and accepted credit card, as may be updated from time to time.
- 3.3 By applying for the Service you confirm that you are at least 18 years of age.
- 3.4 Your agree:
- 3.4.1 to comply with the terms of your Agreement and you must pay us all charges which you incur by using the Service, and all applicable government tax and charges; and
- 3.4.2 that all charges incurred by using the Service via your Approved Device and your SIM and use of the Service are your responsibility, irrespective of whether the Services is used by you or another person (with or without your knowledge and/or consent).
- 3.5 The provision of Services is provided by us using part of third party supplier’s networks, including Telstra. You agree that we may use third party suppliers for the provision of this service.

You agree that you will not contact any of our third party suppliers for any reason in relation to the Service.

- 3.6 In accordance with the terms and conditions of this Agreement, we will use our best endeavours and due care and skill to provide the Service to you and to provide the necessary information for you to access that Service.
- 3.7 There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply to Services we supply. However, given the nature of the Service (including our Services’ reliance on systems and services that Zetifi do not own or control), we cannot promise that the Service will be continuous, is free from faults or interruptions, and that the Service (will not be subject to congestion, “drop-outs” and/or loss of data.

4. Term

- 4.1 Your Agreement starts when you apply for the Service in accordance with clause 3.2 of these Terms, accept the terms and conditions set out in your Agreement and we accept your application, and continues on a month-to-month basis until terminated by either you or us in accordance with your Agreement.

5. Equipment

- 5.1 Unless otherwise agreed with us in writing, you may only access the Service with the Approved Device and SIMs provided by Zetifi.
- 5.2 The Approved Device may have geo location functionality. To confirm if your device has this functionality and to opt in to turn on this functionality please contact us.
- 5.3 You must:
- 5.3.1 keep your SIM safe and in good condition;
- 5.3.2 not sell, distribute or reproduce your SIM;
- 5.3.3 notify Us immediately if your SIM is lost, stolen or damaged; and
- 5.3.4 not, and must not attempt, to alter, repair, service, remove, access, tamper with, the Approved Device or SIM.
- 5.3.5 Not, and must not attempt to use the SIM outside of the Approved Device it was supplied with.
- 5.3.6 Not, and must not attempt to use a different SIM in an Approved Device

6. IP Address

Your Approved Device will be allocated a Dynamic IP address. Zetifi use CG-NAT and as such your Approved Device and End User Devices connected to your Approved Device cannot be used to host internet facing services.

7. Billing and account payment

How will we charge you?

- 7.1 You will be allocated a bill cycle on or about the time your application is approved by us. Once allocated to a bill cycle, you may receive a first bill within 1 to 7 days to cover the Access Charge for the first period.
- 7.2 We will endeavour to incorporate all charges that you have incurred in your next bill. Additional charges are billed at the end of each monthly billing period in arrears. However, sometimes charges (for example data usage charges) that you have incurred will appear on a later bill.

How will we bill you?

- 7.3 We will issue you with an electronic tax invoice via the Zetifi app the end of each 30 day billing period unless the Additional Terms and Conditions applicable to the specific Service stipulates otherwise.

How can you pay your bills?

- 7.4 You will be required to set up a direct debit using your credit card as the Payment Method via the Zetifi app.
- 7.5 We reserve the right to cancel your direct debit payment under the following circumstances:
 - 7.5.1 where we reasonably believe a transaction is fraudulent;
 - 7.5.2 your Payment Method is rejected due to incorrect details, including due to your credit card expiring; or
 - 7.5.3 your Payment Method is declined 1 or more times.

By when must you pay your bills?

- 7.6 You must pay each bill in full by the due date nominated by us on the bill.
- 7.7 Unless you cancel your Agreement with us before your billing date, you authorise us to charge the charges for your bill to your Payment Method.
- 7.8 You authorise us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your charges.

Your responsibilities regarding your Payment Method

- 7.9 It is your responsibility to ensure:
 - 7.9.1 sufficient funds / credit are available in the nominated Payment Method to meet a payment to us on its due date; and
 - 7.9.2 the details of your Payment Method are and remain accurate, complete and up to date.
 - 7.9.3 You can update your Payment Methods by going to my account in the Zetifi app or contacting us at accounts@zetifi.com. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorise us to continue to charge the applicable Payment Method(s).

What happens if you don't pay your bills on time?

- 7.10 If you do not pay your bills on time we [or the payment service provider] will contact you to request payment. If we still do not receive payment we may take action to suspend, limit or terminate your Service.

8. Security

- 8.1 You acknowledge that the internet is an inherently insecure communication medium, and you use the Service at your own risk. You agree that we have no responsibility for use, misuse, loss, corruption, interception or delay of information or data uploaded, downloaded, hosted or otherwise communicated via the Service.
- 8.2 You must keep all usernames, passwords, preshared key, and other security-based information regarding the Service, including your access, secure and private at all times. We are entitled to assume that you are the user of the Service if your username, password or other security-based information is used to access the Service.
- 8.3 You must notify us immediately if your username and/or password to access the Services are lost or you think that someone may be using them.

9. Intellectual Property Rights

- 9.1 All intellectual property rights (including copyright, database rights and trade mark rights) subsisting in, relating to or arising out of the Service are owned by and vest in Zetifi (or its licensors). You acknowledge and agree that the Agreement does not transfer any right, title or interest in Zetifi's (or its licensors') intellectual property rights to you, nor may you use Zetifi's trade marks without our prior written permission.

10. Privacy

- 10.1 Zetifi will, with respect to its collection, holding, use and disclosure of your Personal Information (as that term is defined in the *Privacy Act 1988* (Cth) (**Privacy Act**)):
 - 10.1.1 comply with the Privacy Act, including the Australian Privacy Principles, and any other applicable law;
 - 10.1.2 not use or disclose your Personal Information for any purpose other than:
 - (a) to the extent necessary to comply with any of our obligations under this Agreement;

(b) in accordance with the Zetifi Privacy Policy available at <https://zetifi.com/policies/privacy-policy> or

(c) as required by law;

- 10.1.3 only collect your Personal Information in accordance with the Zetifi Privacy Policy or otherwise as permitted by law; and
- 10.1.4 retain your Personal Information only to the extent necessary as required by law, after which it will be securely destroy or de-identify your Personal Information in accordance with the Zetifi Privacy Policy, the Privacy Act and any other applicable law.
- 10.1.5 Location data?

11. Usage

- 11.1 You must only use, and must ensure that any other person who uses the Service we supply to you:
 - 11.1.1 in a reasonable manner, consistent with your Agreement, or otherwise in a manner approved by us;
 - 11.1.2 comply with all laws, regulations and guidelines concerning use of the Service;
 - 11.1.3 comply with any rules imposed by any third party whose content or services are accessed using the Service; and
 - 11.1.4 follow our reasonable instructions regarding the use of the Service. Under no circumstances may the Service be used for any illegal purpose, or in a manner likely to cause offence to a reasonable person.
- 11.2 You must not use, and must not allow any other person to use, the Service (or any of its features) for any purpose which we consider to be unacceptable. Examples of unacceptable behaviour include use of the Service that:
 - 11.2.1 is illegal, immoral or fraudulent;
 - 11.2.2 would cause you or us to be in breach of any law, code, standards, content requirements or regulation;
 - 11.2.3 infringe on any person's intellectual property rights;
 - 11.2.4 involves accessing the personal information of a person other than a person linked to your account;
 - 11.2.5 attempts to obtain a benefit or other financial advantage which you are not entitled to;
 - 11.2.6 places any unreasonable impost, burden or strain on the technical resources of the Service, including without limitation the excessive transmission of data;
 - 11.2.7 would harass or threaten any other person;
 - 11.2.8 promotes an illegal or unauthorised copy of copyright material;
 - 11.2.9 could cause us to incur a liability to any third party or entity;
 - 11.2.10 violates the privacy or confidentiality of any person;
 - 11.2.11 involves compromising the security of any computer system or data storage system;
 - 11.2.12 contains, provides or creates computer viruses or corrupts systems, facilities or data;
 - 11.2.13 involves the sending of junk mail or unauthorised commercial electronic messages;
 - 11.2.14 alters or modifies the operation of the Service in any way; or
 - 11.2.15 involves the resale or resupply of the Service to any person without our prior written permission.
- 11.3 You acknowledge and agree that we may immediately suspend or terminate your access to the Service if you breach these Terms, or we suspect on reasonable grounds that you have breached these Terms or used the Service for any unacceptable purpose.

12. Suspension, availability and accuracy

- 12.1 We may refuse to accept your application for the Service and provide you access to the Service, without giving reasons and without liability to you.
- 12.2 While we will take reasonable steps to ensure the availability and security of the Service, you accept that the Service provided by us is provided on an "as is" basis. We do not warrant that the Service will be continuously available and we will not be liable if the Service is unavailable at any time or for any reason. In

particular, we may at any time immediately suspend or withdraw access without notice and without giving reasons.

- 12.3 We do not represent that the Service (or any software underpinning the Service) will be error, defect, "bug" or "virus" free, and you should take prudent steps to ensure your own online security and safety.
- 12.4 You acknowledge and agree that the Services should not be relied on for calling emergency services or business critical applications.
- 12.5 You must direct all queries regarding faults/outages of the Service to our technical support team (see contact details online at Zetifi.com). You must not direct inquiries regarding your Service to our third party service providers, including Telstra.

13. Liability

- 13.1 Without limiting any other provisions of these Terms, we will not in any way be liable to you for any kind of loss or damage incurred as a result of your use of the Service including any viruses or other malicious software that may affect you while using the Service or for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any representations and communications (including any transactions) made using the Service.
- 13.2 Other than the express terms of these Terms and warranties, conditions, rights or guarantees implied by relevant legislation, including the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) or other applicable consumer protection law in a user's jurisdiction, the exclusion of which from an agreement would contravene a statute or cause part or all of these Terms to be void ("**Non-excludable Rights**"), you agree that we exclude all liability arising from any implied or express representations, terms, conditions or warranties that would otherwise apply to your use of the Service.
- 13.3 To the maximum extent permitted by law, our liability for breach of any Non-excludable Rights is limited to:
- 13.3.1 replacement or refund for a major failure and you may seek compensation for any other reasonably foreseeable loss or damage; or
- 13.3.2 replacement or repair if the Service fails to be of acceptable quality and the failure does not amount to a major failure.
- 13.4 To the maximum extent permitted by law, under no circumstances will we be responsible to you or any third party whether in contract, tort (including negligence), in equity or under statute for any special, indirect, consequential, incidental or punitive damages, or for any damages for loss of opportunity, data, profits, revenue or goodwill, regardless of whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss.
- 13.5 You indemnify us and our related bodies corporate, directors, officers, employees and agents and third party suppliers from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses, including reasonable legal fees, arising out of, or in any way connected to, your use of the Service or information or content available by means of the Service, or the use of the Service by anyone using your device.

14. Access to your premises

- 14.1 You agree that you will:
- 14.1.1 allow us or any of our third party suppliers safe access to your premises if required for us to provide you the Service;
- 14.1.2 ensure that we or our third party suppliers are provided with sufficient and timely access to the your premises to enable us to provide you the Service;
- 14.1.3 if you do not have control or have access to the premises in which the service is delivered, you must:
- (a) procure for us or our third party suppliers all such access to the premises as may be required; and
- (b) indemnify us and our third party suppliers against any claim by the owner or occupier of the service premises, or any other person, in relation to the entry of those premises,
- for the purposes of this Agreement.

15. Complaints

- 15.1 If you are not satisfied about any aspect of the Service, you should contact us first to resolve the complaint.
- 15.2 You may contact us with your complaint by:
- 15.2.1 emailing our complaints team on complaints@zetifi.com,
- 15.2.2 calling our complaints team on 02 6000 1915
- 15.3 We will investigate your complaint in accordance with our complaints policy which can be found on our website <https://zetifi.com/policies/terms-of-service>.

16. Termination

We may immediately terminate your access to the Service without notice or cause for any reason. Reasons we may terminate your access to the Service include where:

- 16.1.1 you breach any of these Terms;
- 16.1.2 you have failed to pay your charges to the Services when they are due;
- 16.1.3 you use the Service in a dishonest or fraudulent manner;
- 16.1.4 we have ceased to provide the Service, in whole or in part;
- 16.1.5 our business or contractual relationships with any third parties require us to do so; and/or
- 16.1.6 we consider that you have done something that is detrimental to our business interests or reputation or those of any third parties.
- 16.2 You may terminate your Agreement and cancel your Service by telling us in writing at any time. Termination of your Agreement will become effective once you have paid to us all amounts which you owe to us under your Agreement, including any early termination charges (if any).
- 16.3 If your Agreement is terminated, we will refund to you any unused portion of your monthly access charge and any other amount you have prepaid after you have paid us all the amounts which you owe us under your Agreement.
- 16.4 Notwithstanding clause 16.3, you acknowledge that Zetifi, or any third party, will not have any liability to you for any reason whatsoever arising from any termination of your access to the Service (including the termination of your access to the Service).

17. Force Majeure

- 17.1 We will not be liable for any delay or failure to perform our obligations pursuant to this Agreement if such delay or failure is due to the occurrence of a Force Majeure event.
- 17.2 For the purpose of this Agreement, Force Majeure means a circumstance beyond the reasonable control of the Parties which results in a Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances will include but will not be limited to natural disasters, acts of war, terrorism, civil commotion, industrial action, epidemic, pandemic or public health emergency, or any resulting governmental action including work stoppages, border closures and travel restrictions, malicious software or hardware attack, or failure or default of any other supplier.

18. GST

The parties must comply with the *A New Tax System (Goods and Services Tax) Act 1999* (**GST Act**). If GST is payable on a taxable supply, you are responsible for the GST amount and the taxable supply will be increased by the GST amount.

19. Interpretation / General

- 19.1 This Agreement constitutes the entire agreement between you and us and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
- 19.2 If any provision in this Agreement is void or unenforceable, that provision will be read down to the extent necessary to make it valid and enforceable and to the extent that it cannot be so read down, will be severed from this Agreement.
- 19.3 If there is a contradiction or inconsistency between these Terms and any other notices, policies, communications or documents relating to the Service then these Terms will prevail to the extent of that contradiction or inconsistency, unless we expressly agree otherwise in writing.

- 19.4 The headings and sub headings in this Agreement are inserted for convenience only and do not affect the meaning of this Agreement.
- 19.5 In this Agreement, the words “such as”, “including”, “particularly”, “by way of example” and similar expressions are not used as, nor are intended to be, interpreted as words of limitation.
- 19.6 Your rights and obligations under these Terms are personal to you and you must not assign, transfer, sub-contract or otherwise dispose of any or all of your rights and/or obligations under these Terms. We may assign, transfer, sub-contract, novate or otherwise dispose of any or all of our rights and/or obligations under these Terms without notice to you.
- 19.7 A party does not waive any right or relieve the other party of any obligation under this Agreement unless explicitly stated by the waiving party in writing.
- 19.8 These Terms are governed exclusively by the laws in force in New South Wales, Australia. The parties agree to be bound by the non-exclusive jurisdiction of the Courts of New South Wales, Australia.