

NetSpeed Data Limited Terms and Conditions

These are the terms that govern your use of our Internet services:

"We", "us" or "our" means NetSpeed Data Limited

"You", "your" means all and each of our customers

By connecting with us you are deemed to have accepted these terms and conditions. We may change these terms and conditions from time to time.

1. When you connect with us we will provide:

- i) Access software and or hardware which will enable your computer (as long as it is suitable) to obtain internet through our host computers on the terms set out in this document;
- ii) The ability to use services on our network, which may include DNS, NNTP HTTP SMTP, but not limited by the above.

You may also obtain additional services from us from time to time but there may be an additional charge.

2. We will provide services on the terms set out in this document for the prices detailed from time to time on our rate card.

- 2.1 We may change our prices from time to time and will give you fourteen days notice of any change by e-mail, facsimile or postal service.
- 2.2 Payment will be made by the way of Direct Credit on the 20th of each month for monthly variable accounts in arrears and set price monthly accounts in advance.
- 2.3 If the Direct Credit payment fails for any reason interest will accrue daily at 10% per annum on the unpaid part of your account.
- 2.4 If an account is more than one month overdue for payment we may restrict access or your service provision may be disconnected. In the event of your service provision being disconnected a reconnection fee will apply.
- 2.5 In the event of non-payment of your account we may refer your account to our debt collection agency or credit reference agency without further notice to you. Our debt collection agent is entitled to recover from you the reasonable costs arising from collection of any amount owing by you to us.

3. We may check your use of our system for the purposes of ensuring that your use is not breaching these terms and conditions or for assessing any charges which may be payable by you.

4. If you are a private individual, when you obtain services from us, you authorize us and our agents to collect information about you and hold it at any of our offices. We and our agents may use this personal information to provide services to you, to investigate or market products or services or to recover monies outstanding to us under your connection agreement and you authorize us and our agents to obtain and disclose personal information for these purposes and in relation to enquiries as to your credit-worthiness.

5. Under the provisions of the Privacy Act 1993 you may request access to and correction of your personal information.

6. **Your General Responsibilities**

In addition to the general responsibilities otherwise set out in these Standard Terms applying to your use of our service, you must:

6.1 Follow our instructions about using the service.

- 6.2 Use the service and the information you access or that is made available through using the service, in a responsible manner.
- 6.3 Keep your password confidential.
- 6.4 Maintain the security of your accounts and passwords. You agree to change your password when requested to do so by us.
- 6.5 Not to use the service to breach anyone else's rights or to break the law.
- 6.6 Never knowingly introduce anything harmful (such as viruses) to, or interfere in any other way with anyone else's computer system, communications services or use of the Internet.
- 6.7 Never breach copyright or any other intellectual property right anyone else may have in anything forming part of the service or in anything you access through using the service.
- 6.8 Comply with the Privacy Act 1993 and all defamation and other laws which may apply to your use of the service or to the information you access or make available through using the service
- 6.9 Not cause or help to cause the security or integrity of this or any other linked computer system to be compromised whether by way of hacking, introducing harmful code or in any other way
- 6.10 Remove your e-mail from your mail server. We have the right to remove e-mail data in excess of 5 megabyte's or 1 month old left by you on our mail server. If you have not made a special arrangement with us, we will not be liable for any loss of data because of your failure to housekeep your e-mail.
- 6.11 Not send multiple, unsolicited e-mail (SPAM or UCE), to single or multiple users whether or not this is for business purposes.
- 6.12 Make sure everyone else who uses the service we provide for you meets these responsibilities.
- 6.13 Provide NetSpeed with reasonable notice of any planned event under your control, which may significantly affect your use of the Services.
- 6.14 Not connect any device to NetSpeed Data Limited's network without first obtaining the written approval of NetSpeed Data Limited Technical Guru. NetSpeed Data Limited reserves the right to isolate any device from its network and systems which in its sole opinion has, or may, cause a detrimental effect to NetSpeed Data Limited network, systems or ability to deliver and maintain services to customers.
- 6.15 Where NetSpeed provides you with the ability. Training and permission to reconfigure NetSpeed Data Limited Services and Equipment. You shall advise NetSpeed Data Limited in advance of any such reconfigurations that may significantly alter the traffic patterns, throughput, usage or capacities of those Services. Or the configuration or mode of operation of the Equipment.
- 6.16 Use the Service in a reasonable and responsible manner and in accordance with NetSpeed's Acceptable Use Policy a copy of which can be found on NetSpeed's website www.netspeed.net.nz.

7. Your Use of Our Services

- 7.1 We provide a passive interconnection service. We do not own or control the various sites and services available through the Internet or the facilities and information line through which access is provided.
- 7.2 We may make information available through the Internet. We have no liability or responsibility for the nature, quality or content of any other information you access or make available through using the service and undertake no responsibility to exercise any editorial control over it.

8. Limits on our Liability

- 8.1 By using our services you do so at your sole risk. We do not warrant that our service will be uninterrupted or error-free. We do not make any warranties to the results to be obtained from the service. Our service is provided on an "as is" basis without warranties of any kind, either express or implied.
- 8.2 In particular, we are not liable to you, whether in contract or tort or under any other legal principle, for any direct or indirect losses or damages of any kind. These damages include but are not limited to loss of business, profits, work stoppages, computer or software failure or malfunction or any other damage or loss. Your exclusive remedy against us is to cancel your subscription.

- 8.3 If you are using our services for personal, household or domestic use, this limitation may not apply to you and you have the rights and remedies available under the Consumer Guarantees Act 1993.
- 8.4 Internet services allow access to material that may be the subject of copyright, third party ownership or unreliable or offensive material. You access such material at your own risk and we are not responsible in any way for your accidental or deliberate accessing of that material.
- 8.5 We are not responsible for ensuring:
- i) The information you access or make available through using our service will be private or secure.
 - ii) The access software we license you to use will be compatible with your computer or communications equipment (including any other software or information used or stored in them)
 - iii) The information or software you access through using the service will be free of viruses or other harmful things.
- 8.6 In addition, the access software we license you to use is not designed to be used under any circumstances to control equipment of any kind, or any form of communications system, the failure of which could result in death, personal injury, or physical or environmental damage.

9. Service acquired for Business Purposes

You agree that if you are acquiring our Internet service for the purposes of a business as defined in the Consumer Guarantees Act 1993, the provisions of that Act do not apply to anything we agree to provide as part of the service.

10. Termination

- 10.1 We reserve the right to terminate service provision to you (at our discretion) immediately if we become aware that you are involved in:
- i) Any illegal or offensive behavior or behavior that is in breach of another parties rights.
 - ii) Hacking, spamming/flaming and/or mail bombing.
 - iii) Any other behavior in breach of the general rules of good and considerate behavior developed as accepted net etiquette.
 - iv) If you fail to comply with the terms of your connection agreement.
 - v) That you account is not paid in full for access to be granted.
- 10.2 You may terminate your connection agreement upon completion of the initial period by thirty days written notice to us. The effective termination date will be the next 20th of the month after the thirty days notice.
- 10.3 Credit amounts outstanding on accounts will not be refunded, unless an error has occurred by us or on consultation with the Account Manager.