

Terms and Conditions

VelocityNet Ltd.

Residential & Business User Conditions Notice

VelocityNet Ltd hereunder may be referred to as “the company”

These "Terms and Conditions" apply users of the VelocityNet Ltd. Internet access service ("Service").

Corporate or Business use where you are reselling or redistributing our service.

You must enter into an "Agreement relating to Internet Access Services for Corporate Customers" ("Corporate Agreement") with VelocityNet Ltd., if you intend to use the Service for that business purpose. If you have not entered into a Corporate Agreement you must not use the Service. If you do use the Service without having entered into a Corporate Agreement you will automatically be bound by the terms of the Corporate Agreement set out at that time by VelocityNet.

If we discover that you are using the Service for a business purpose and have not signed a Corporate Agreement we may also suspend the provision of the Service to you and the provisions of the Consumer Guarantees Act 1993 shall not apply to the Service provided by VelocityNet Ltd. to you. This separate agreement is to ensure that the company is considered in no way liable for any losses or costs that may be incurred by you our client.

If you are under 18 years of age debts incurred by you through use of this Service may be recoverable from your parent or guardian. If this applies to you please ensure that your parent or guardian is made aware that you are using this Service and that such usage may result in a charge being incurred.

1. Provision of the Services by VelocityNet Ltd.

(a) The company will use its reasonable endeavours to maintain a 24 hour internet presence for you, but draws your attention to the fact that the internet may be unstable and subject to interruptions which are outside the company's control. The company may also need to interrupt the Service to protect your interests and the interests of other users or to carry out upgrade and maintenance work.

(b) The company reserves the right to inspect the content and material in your files, e-mails, postings or web site to ensure compliance with this Agreement or any laws, regulations or code applicable to this Agreement, to your material or to the use of the Service. In the event of any breach or any alleged breach of the above, the company will be entitled to permit any relevant authority to inspect the same.

(c) Upon connection, the company will allocate a username and password to you that you must should must confidential and use when requested to by the company. This will be required when you wish to make Authorised changes to your account

(d) VelocityNet will maintain a 24/7 help desk for users. We will endeavour to provide you an immediate service. However there may be times when we're busy so please be patient we will answer your call.

(e) The company will maintain a Network Status Page where all service impacting issues will be posted. We will endeavour to ensure the information on this page is current and that planned maintenance etc. is notified.

2. Term of Agreement

This Agreement will be effective from the date VelocityNet makes the Service available to you and shall continue until terminated by either party on giving to the other 30 days notice of termination except for non-payment by yourself of charges due. Such an event reserving for VelocityNet, without the giving of notice, the right to terminate the Service at any time.

3. Your Use of the Service

(a) You will be responsible for obtaining and maintaining your own equipment, software and communications equipment. If the equipment is supplied by the company we will provide support and service for that equipment. Other support services may be separately charged when the equipment is not supplied by VelocityNet.

(b) You will ensure at all times that your use of any software provided by VelocityNet and the Services, including connection of your equipment to the VelocityNet server, is in accordance with all applicable privacy and other relevant laws, licenses, codes of practice and regulations.

(c) You acknowledge that the Internet contains material, which may be offensive. If you view, post, publish, transmit or download offensive material you do so at your own risk of prosecution.

(d) You acknowledge that the nature of the Internet and its operation means that neither the Internet nor the VelocityNet server is secure and therefore any information provided by you over the Internet may not be private.

4. Fair Use

You need to use our services fairly – we've set out our rules on this below;

Fair use by you:

- a) You must use our services fairly. This means you agree to use them in a way that's not overly excessive or unreasonable. This policy is based on how most people use the service and helps us make sure everyone using it gets to enjoy it. If we, acting reasonably and in good faith, believe your use is excessive and unreasonable, we might need to restrict the service or stop providing it to you.
- b) Be responsible for others using your VelocityNet services: It's up to you to make sure everyone using or interacting with your VelocityNet services knows about your responsibilities in the Personal Terms and meets them. If someone uses your account without your permission, it's your responsibility, unless we're the ones who caused it to happen, or you couldn't foresee this unauthorised access happening.

VelocityNet reserves the right to change the pricing of your plan where overly excessive data is used.

5. Your Undertakings

The things you shall NOT do.

You will:

- (a) Not to send any message, e-mail or other communication, which is in breach of the laws of New Zealand or the country in which you or the recipient is present;
- (b) Not to create and/or introduce any destructive or contaminating program to the Internet;
- (c) Not to invade the privacy or prevent the quiet enjoyment of other users of the Service or the internet, including sending unsolicited emails nor to collect or transfer personal data on individuals without their consent or in breach of relevant privacy laws.

The things you shall do.

- (d) To maintain the confidentiality of your login names, passwords and other confidential information relating to your access to the Service.
- (e) To provide full and accurate information during the sign-up process.

6. Charges

(a) You agree that you are solely responsible for all use of the Services accessed through your username and password whether with or without your consent, and will pay for all such use. In particular you agree to pay for usage of the service after the completion of any "free usage" period.

(b) You will pay for the Service on a monthly (or annual) basis by credit card or any other payment method established by VelocityNet at the rate notified to you at the time of registration, and will execute and maintain a credit card form or instruction to ensure such payment is made.

The company may vary the charge you pay for the Service with immediate effect by notifying you by email of such change. The Company will issue a Direct Debit Authority form under the same conditions as the Credit Card option

(c) You agree that, if you choose the annual payment option, this fee is for the period of one year. This fee is non-refundable regardless of the service cancellation date unless cancellation is requested prior to the renewal of the annual service. Yearly plans will automatically be rolled on the anniversary date unless we receive 30 days' notice in advance.

(d) The company may advise you by email of payments due by yourself for the Service. The sending of such email by the company is deemed to be full notification whether or not you have not read such email. VelocityNet reserves the right to pursue collection action for payments due by you and may engage Debtors Collections Agencies for this purpose. You shall reimburse the company for all costs incurred by VelocityNet in the pursuit of any collection action against yourself.

7. Traffic Management

We might also have to pause, restrict, end or slow performance of your service if it's necessary for us to protect our networks or manage traffic over our networks. We've covered this below

If our networks aren't available, need to be reconfigured, are congested or we need to work on them, we may pause, restrict, end or slow the performance of your services. Sometimes we may need to do this straight away, especially if we need to do so to improve the experience and services for our customers. We may also do this if we've reasonable grounds to believe:

- (a) It's necessary for operational or security reasons;
- (b) It's necessary for us to protect our networks or manage traffic over our networks, including where the usage of our services is excessive or where we need to prioritise certain types of traffic over other traffic at times of congestion;
- (c) You or someone using your service is breaching the Personal Terms;
- (d) You or someone using your service is doing so in a way that risks us breaching our arrangements and agreements with others, or our legal obligations; or
- (d) There's a risk someone could be harmed.

8. Software

VelocityNet grants to you and you accept a non-exclusive and non-transferable license to use the software provided by the company for the sole purpose of enabling you to use the Service and you shall make no attempt to examine, copy, alter, reverse engineer, disassemble or tamper with such software.

9. Indemnities

You shall indemnify and keep indemnified at all times VelocityNet against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements), incurred or paid by VelocityNet directly or indirectly in respect of access to or use of the Service or the internet by you or any person on your behalf, which is not in accordance with this Agreement.

10. Matters Beyond VelocityNet's Control

VelocityNet will not be responsible for any delay in, or failure of, the Service or the Internet due to any occurrence beyond its reasonable control that prevents or delays the performance by the company of any of its obligations under this Agreement.

11. Termination

VELOCITYNET will be entitled to terminate this Agreement immediately:

(a) if the company discovers that you or anyone using the Service on your behalf has been creating and uploading any offensive material;

(b) if it discovers you have breached any term, condition or provision of this Agreement or of any relevant legal, regulatory or other authority or body in respect to the internet or users or the Service; or

(c) if it is no longer in the business of providing the Services.

(d) for non-payment by yourself of charges due.

(e) if it discovers that you failed to provide full and accurate information during the sign-up process.

In the event of termination of this Agreement by the company pursuant to clause 9, VELOCITYNET will retain all payments made hereunder and may deny you access via the Service to any material or data stored on the Internet.

It is our policy not to accept cancellations or account changes over the phone, that may result in a monthly dollar value change as a result, please email your request to accounts@velocitynet.co.nz

12. Privacy

You agree that VelocityNet may use the personal information provided by you on registration for the purposes to which you agree at the time of registration. This will be for billing purposes and all notifications. (We will not sell or distribute your details)

13. Severability

If any provision of this Agreement is invalid or unenforceable the remaining provisions will not be affected and will continue in full force and effect.

14. Variations

VelocityNet Ltd. reserves the right to vary this Agreement at any time, and we recommend that you periodically review the Terms & Conditions of this agreement. If you do not wish to be bound by the revised terms, you shall discontinue use of the Service and notify VelocityNet Ltd.

15. Law

The parties agree that this Agreement shall be construed in accordance with the laws of New Zealand and the parties submit to the jurisdiction of the New Zealand Courts. The Service is intended to be used in New Zealand only. You are not entitled to use the Service anywhere other than in New Zealand.

These terms and conditions come into effect immediately

Date 22 July 2012