



TERMS AND CONDITIONS - COMMERCIAL

WIC NZ Ltd agrees to provide services to you as detailed in the attachment (“Services offered”).

The following terms and conditions apply:

EQUIPMENT

Unless agreed otherwise with you, WIC NZ Ltd retains ownership over all equipment that is installed or provided to operate the Service. Any equipment provided may not be used for any purpose other than to operate the Service.

On service termination, all supplied equipment shall be removed by WIC NZ Ltd or by an authorised third party.

CONNECTIVITY SERVICES

All data rates specified are burst rates, not guaranteed speeds unless a dedicated bandwidth agreement is in place.

Local connectivity means connection of any two or more end-points that are completely contained within WIC’s metropolitan area networks (e.g. entirely within Dunedin; Christchurch; Queenstown; Wellington; Auckland or other designated geographical area).

National connectivity means connection of any one or more end-points to the New Zealand national Internet as defined by our domestic routing tables which are updated from time-to-time to reflect changes in network topology.

Internet connectivity means connection of any one or more end-points to the international Internet as defined by any non-local destination that is not contained within our domestic routing tables.

Layer 2 connectivity means connection of one or more end-points at the Data-Link layer. At this level, we do not supply routing equipment or assign IP addresses to customer connections.

Connections are shared traffic on the public network, unless a customer VLAN is specifically provided.

CO-LOCATION

For co-location equipment, we provide a secure server room with air-conditioning, network connectivity and power supplied to your equipment and rack/shelf mount points.



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We do not assume any responsibility for the operation of hardware or software of your co-located equipment, unless specifically requested by you and agreed by us, subject to the schedule of charges below.

Co-location bandwidth is supplied on the basis of 2Mbps national and burst international Internet connectivity shared amongst all co-location hosts, unless specifically agreed otherwise.

Access to our network centre is by appointment only. Access will be granted within normal business hours (8:30am - 5pm Monday-Friday) without charge. However, access outwith normal business hours will attract a callout charge as specified below. You are expected to sign in and out of the network centre on each visit. WIC staff will normally handle all installation of equipment within the secure server room and you will be provided with console-level access to your servers from within the network centre.

Insurance for co-located appliances is your responsibility.

WEB AND EMAIL HOSTING

Web sites are hosted on a shared basis on our servers. Beyond the provision of virtual host files, Web and database servers necessary to serve your Web site on the public Internet, we are not responsible for the software configuration or operation of your Web sites in any way.

E-mail is hosted on a shared basis on our servers. Beyond the provision of virtual host files, spam and virus filters and mailbox directories necessary to deliver mail addressed to your domain(s), we are not responsible for the operation of your e-mail client software or message processing in any way. We do not assume responsibility for any lost or delayed e-mail messages that may be affected by our spam filters or those of any other party.

PAYMENT TERMS

Installation of the service will be invoiced on completion of installation and is payable within 7 days.

Payment for the service is by automatic payment in advance, with the first payment due within 7 days of installation.

If payment is not made according to the schedule above, we reserve the right to:

- Contact you to confirm whether payment will be made within a mutually agreed timeframe, or
- Suspend the service, or
- Terminate the service.



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CONTRACT TERMS

Nominal end date for the service shall be 12 months from the date of commencement, unless otherwise agreed with you.

WIC NZ Limited services may be terminated by you with 60 days written notice. However, if service is terminated by you prior to the nominal end date, an early termination fee may apply.

WIC services that are partly or fully-supplied by a third party may be terminated by you with 60 days written notice. However, In the event of an early termination you accept that you will be liable for an early cancellation fee. This fee is determined by the third party on a case-by-case basis and is passed on to you at our cost price.

Provision of any services beyond the nominal contract end-date is on a 30-day rolling basis and may be terminated by you with 30 days written notice.

Use of any of our services by you and any other end-users, including Internet connectivity, co-location and e-mail delivery, is subject to the Acceptable Use Policy - www.wic.co.nz/acceptableusepolicy

SUPPORT ARRANGEMENTS

WIC NZ Ltd aims to maintain core service provision at 99.8% availability based over a 3 monthly reporting period.

WIC NZ Ltd will endeavour to respond to network faults within 1 hour of receiving support call or network monitoring alert. Support desk is staffed during normal business hours (8:30am - 5pm Monday-Friday). Support outside these hours is on a best effort basis.

We will do our best to ensure our systems are always up and running. Our core systems and dedicated network links are monitored so that in almost all cases of system failure prompt notification is sent directly to our on-call Operations Manager in the first instance by more than one channel of communication. As such, faults are attended to and resolved as quickly as is humanly possible.

We always request you call us on 0800 123 WIC to advise us immediately of any issues you may be experiencing in case we have not been made aware of them. We will do our best to provide our service full time although we do not guarantee it will be continuous or fault-free.

Please make sure that you have checked the following before calling us:

- **power is available at your site;**



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- all relevant cables are correctly plugged in;
- all equipment that you own is set to its specified configuration; and
- all of our host computers and applications are functioning

We have no 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.

Faults We Are Not Responsible For Fixing:

We are not responsible for fixing faults which occur:

- outside of our demarcation points,
- in your computer or communications equipment including any software used or stored in them.
- because you use the service incorrectly or because of any other event beyond our reasonable control.

We do provide customer support and can resolve these faults for you, charges will be applicable and should be discussed at the time you request the support. The residential support plan will include the software configuration of wireless routers we have supplied. Wireless router hardware that fails will be replaced by us without charge, unless damage to the equipment is caused deliberately by you.

We are not responsible for any faults in your buildings phone or data cabling unless installed by us, or any faults on the New Zealand national or international Internet.

WIC NZ Ltd will liaise with its own service providers to resolve external network faults that affect client operations. WIC NZ Ltd will pass on notifications of service outages and ETAs for fault resolution immediately they are received from service providers.

WIC NZ Ltd will issue incident reports for any event that occurs to disrupt client operations.

WIC NZ Ltd will attempt to issue advisories for upcoming or predictable events (such as planned outages and security alerts) and minimize the effect of any planned outages on client operations.



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LIABILITY

Except to the extent that the Consumer Guarantees Act 1993 applies for non-business users, you agree that WIC NZ Ltd shall not be liable for any damages whatsoever, including, but not limited to, loss of profits, for any claim made by you even though WIC NZ Ltd may have been notified of such damages or claim.

For any claims that you may have in connection with this agreement, your sole and exclusive remedy against us is limited to the maximum of one months charge with us.

Except as specifically outlined herein, we make no warranties or conditions, express or otherwise, including the implied warranties or conditions of merchantability, quality and fitness for a particular purpose relating to our service or the service of any other service provider. Further we disclaim any liability or responsibility arising from any claim that your access or use of the service or any other provider's service or products infringes any third party's intellectual property rights.

ALTERATIONS

These terms and conditions are subject to variation by WIC NZ Ltd on 30 days written notice.