

General

1. 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.
2. Installation will be invoiced on completion of installation and is payable within 7 days.
3. Payment for the service is by automatic payment in advance, with the first payment due within 7 days of installation.
4. 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.
5. You will pay interest at 2% per month on any overdue account and all of our legal costs of recovery of the debt and such interest shall accrue before and after judgment. All costs associated with the collection of overdue accounts are payable by you. We reserve the right to close any monthly account or amend the terms of such account at any time.
6. In compliance with the Privacy Act 1993, you authorise us to obtain information about you from you or any third party in the course of but not limited to our credit enquiries. You further authorise us to furnish to any third party, details of this application and any subsequent dealings that you may have with us as a result of this application being actioned.
7. Nominal end date for the service shall be 12 months from the date of commencement for residential plans and 30th November for Studentzone plans.
8. Service may be terminated by you with 30 days written notice providing a full installation fee was paid. However, if non-prepaid service is terminated by you prior to the nominal end date, a \$50 early termination fee shall apply.
9. On service termination, all supplied equipment shall be removed by WIC NZ Ltd.
10. You are free to distribute access to the Service within the boundaries of the property indicated in the address for service.
11. Use of the service by you is subject to the Acceptable Use Policy below.
12. All data rates specified are burst rates, not guaranteed speeds.
13. Data plans are for unlimited data volume for *interactive* use, not connection speed.
14. Availability of the Service is nominally 99.3%, as measured over any 90-day period.

Equipment

1. The demarcation point for Internet service is defined as the LAN Ethernet port on the power injector that connects to the outdoor unit.
2. WIC NZ Ltd retains ownership over all equipment used to provide the service up to the demarcation point.
3. If the equipment up to the demarcation point becomes damaged or unusable due to accident or other event during the term of the contract, WIC NZ Ltd will replace the equipment at cost and will invoice this on 7-day terms.
4. If you deliberately damage, interfere with or remove any equipment up to the demarcation point, WIC NZ Ltd will seek to recover costs from you for replacement.
5. WIC NZ Ltd will collect the equipment used up to the demarcation point from you at the end of the service term.
6. WIC NZ does not accept any liability or responsibility for any equipment provided by or operated by you to operate any part of the service beyond the demarcation point, including

wireless access to your Internet connection.

Commercial Activity

Use of residential connections for commercial or business purposes is strictly prohibited.

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 month 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 notice.

Acceptable Use Policy

You agree to ensure that all end-users of the Service will comply with the Acceptable Use Policy set out hereunder. WIC is not responsible for the content of material transmitted by you. You agree to take reasonable precautions to ensure that no end-user will:

1. Conduct any business or activity or solicit the performance of any activity which is prohibited by law;
2. Annoy or otherwise interfere with or disrupt the reasonable enjoyment or use of the network by any other person or organisation;
3. Post, transmit, publish or distribute any unlawful, threatening, offensive, abusive, defamatory, or material of any kind which may be defined by the Department of Internal Affairs as restricted or objectionable.
4. Knowingly or recklessly transmit or distribute any information or material which contains a virus,
5. worm, Trojan Horse, or any other harmful component;
6. Post, publish, transmit, or distribute any unsolicited advertising through mass electronic-mail or other direct transmission;
7. Attempt to gain access to any computer system, information, or resources without the authorisation of the relevant owner.

and that all end-users of the Service will comply with all applicable laws which include but is not limited to the Privacy Act 1993, the Fair Trading Act 1986, the Copyright Act 1994, the Defamation Act 1992 and the Films, Videos, and Publications Classification Act 1993 as well as any advertising codes of practice which may be relevant.

wireless internet connections

WIC does not condone the use of any Internet connection for any illegal purpose.

SPAM Provisions

In this section, "Spam" includes one or more unsolicited commercial Electronic Messages with a New Zealand link as defined in the Unsolicited Electronic Messages Act 2007, and derivations of the word "Spam" have corresponding meanings.

You may not use the Service to: send, allow to be sent, or assist in the sending of Spam; use or distribute any software designed to harvest email addresses in connection with the ending of unsolicited commercial Electronic Messages; or otherwise breach the Unsolicited Electronic Messages Act 2007 or any regulations made under the Act.

We may suspend our provision of the Service to you in the following events: if the Service provided to you is being used to host any device or service that allows email to be sent between third parties not under your authority and control; or if you are in breach of clause 1.2 above; provided however that we will first make reasonable attempts to contact you and give you the opportunity to address the problem within a reasonable time period. What is reasonable in this context will depend on the severity of the problems being caused by the open service or breach referred to above.

You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of clause 1.2 above by third parties, including where appropriate: the installation and maintenance of antivirus and vulnerability detection and avoidance software; the installation and maintenance of firewall software; and the application of operating system and application software patches and updates.

Our right to suspend your account applies regardless of whether the open service is provided or the breach is committed intentionally, through misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse or virus. We may scan any IP address ranges allocated to you for your use with the Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers. If the Service is suspended and the grounds upon which it was suspended are not corrected by you within seven days, we may terminate the Service.

Excessive Usage

Residential connections that are offered on a burst basis are on a best-efforts basis. We do not support the use of residential connections in a constant manner. Such usage can arise from misconfigured settings on PCs, viruses, compromised PCs, peer-to-peer downloading, use of unattended download managers etc.

If your usage within any given calendar month exceeds 150GB of Internet traffic, as measured by our monitoring servers, then we may take the following actions:

1. Contact you to ensure that all users of the service at your address are aware of the excessive usage and are also aware of these Terms and Conditions of service.
2. Request that you take action to ensure that there is no virus or botnet activity on any

Terms and Conditions

PC connected to our service that could be causing any unauthorised usage.

3. Reduce the effective capacity available on your service.
4. If usage continues to exceed the limits stated, then WIC NZ will regard your usage as no longer appropriate for a burst connection and will bill you for service at the rates of \$420 per month per 1Mbps of international traffic (as measured at the 95th percentile level by our monitoring system).

Note: We do not support the use of peer-to-peer, file-sharing, or unattended download manager software on our network. The use of these applications is entirely at your own risk and the nature of traffic may impact the performance of your Internet connection.

Copyright Infringement

If WIC NZ receives notification from any rights holder that you have or may have used our service to download material to which they hold the copyright, and that this usage is unauthorized, then WIC NZ may take the following actions:

1. Contact you to ensure that all users of the service at your address are aware of the infringement and are also aware of these Terms and Conditions of service.
2. Request that you immediately cease and desist from downloading copyrighted materials without authorisation, should this be occurring on the service at your address.

Support

WIC NZ Ltd provides telephone and e-mail support during standard business hours 8:30am to 6pm, Monday to Friday and service calls will only be made within those hours. A callout charge of \$40 applies to all calls to a residential address, to be paid at the time of service.

Authorization

I/we accept the terms and conditions:

Name:

Address of Service:

Contact phone number:

E-mail address:

Signature:

Date:

If you are staying in a rented property, please supply contact details for your landlord so that we can arrange access where necessary to remove equipment at the end of the service term.

Contact details for landlord:

wireless internet connections

Terms and Conditions

Please sign and return one copy to us at the address below.