

Internet Services Terms and Conditions

1. [These terms and conditions](#)

These General Terms and Conditions apply to you if you are a business or residential telecommunications customer of Telnet Telecommunication's phone line and broadband services. Additional service terms and conditions will apply and can be found on the Telnet Telecommunication website. Any promotional or special offers will have additional terms and conditions. You will also be bound by the specific terms of each Telnet Telecommunication service plan chosen by you and these can be found on the Telnet Telecommunication website. If there is any conflict or inconsistency between these General Terms and Conditions and the terms and conditions applying to specific Telnet Telecommunication services then, unless otherwise expressly stated, the terms and conditions applying to the specific service will prevail. For the avoidance of doubt, these Terms and Conditions do not apply to you if you have executed a separate Master Services Agreement with Telnet Telecommunication. In these terms and conditions "Telnet Telecommunication", "we" or "us" refers to Telnet Telecommunication Limited, "you" refers to Telnet Telecommunication customers and "services" refers to all the goods and services that Telnet Telecommunication provides.

2. [Changes to terms and conditions](#)

2.1 We may change this agreement and any free services at any time. Changes will be posted on our website. Please check this regularly for updates.

2.2 We may vary the charges set out in a pricing plan at any time. We will give you at least 10 business days prior notice and where practicable 1 month's notice of these changes. We will notify you of these changes by posting them on our Website. Please check our Website regularly for updates. For the avoidance of doubt, we will not notify you of price decreases or promotional offers which have stated end dates.

2.3 If we materially increase a Pricing Plan or materially reduce elements of a Service you are using or changes the terms and conditions of this agreement so that it has a material detrimental effect on you, we will give you at least 10 business days prior notice, and where practicable one month's notice of these changes. We will notify you of any changes by sending you an email to your preferred contact email address. They will also be posted on our Website.

3. [Charges and changes to plans](#)

3.1 You agree that you will pay Telnet Telecommunication for all the services it provides to you (regardless of who uses such services). Details of our current rates and charges are available at <http://www.Telnetnz.co.nz> or you can call.

3.2 We may make changes to our plans from time to time. If we increase any fees or charges for any Telnet Telecommunication service (including the introduction of charges for services previously free of charge) we will wherever possible give you at least one month's notice and in any event will give you a minimum of 10 working days' notice by sending you an email to your preferred contact email address telling you about the new charges and any other changes to your plan. If you change your Plan it is your responsibility to check whether any specific terms and conditions apply to such new plan.

3.3 You must pay any Telnet Telecommunication charges by the due date shown on your invoice. Your invoice will be sent to you by email to your preferred contact email address. Methods of payment will be set out in your invoice. Please ensure that you keep your email account password secure as the invoice will contain details of all your Telnet Telecommunication calling and broadband activity.

3.4 If your payment is overdue, Telnet Telecommunication may suspend or restrict provision of services to you and we may charge you a late payment fee. You will pay for any costs we incur in attempting to recover any overdue amounts from you. This means if your payment is late you will see a \$17.25 (\$15 excl GST) late payment fee on your next month's bill. The easiest way to avoid late payment fees is to arrange to pay your bill by direct debit or credit card. You can call us on 0800 00 1919 to request a direct debit or credit card form. Please let us know before the due date if you think that there is a mistake on your invoice. While you are waiting for us to confirm whether or not any error has occurred, you do not have to pay the disputed part of the bill. You must pay any amount that is not disputed by the due date for payment.

3.5 You cannot claim a refund for any unused hours or data within the relevant billing period and you cannot accumulate this unused amount for the following billing period.

3.6 We reserve the right to impose a credit limit on your account at any time. You agree that any credit limit imposed by us may be changed at our discretion with immediate effect. If at any time you exceed this credit limit, we will be entitled to suspend our supply of the services to you.

4. [CreditReferences](#)

4.1 We may require you to provide credit references and other credit information from time to time and you authorise us to check your credit status with any credit reference agency. If you are unhappy with the result of any credit reference check you must take this up directly with the credit reference agency.

4.2 We may decline your application or terminate your connection at our discretion. Subject to applicable privacy laws, we do not have to disclose the reasons for our decision.

4.3 You may have to pay us a deposit before you can use, or continue to use, our services. We will notify you when this is required.

5. Your Responsibilities

5.1 You will:

- ensure that all the information you give us is correct
- notify us immediately of any change of your address, phone number or preferred contact email address
- protect your computer against any virus, unauthorized access and spam
- not transmit or store any information on the Telnet Telecommunication network that contains any form of virus
- use Telnet Telecommunication services for lawful purposes only and to follow any instructions we give you
- not use our services in any way or act in any way which may be abusive, offensive or a nuisance to someone else, including us or any of our agents;
- ensure that any wireless network set up at your premises is secure. You will be liable for any charges incurred as a result of a third party obtaining unauthorized access to your wireless network
- not forge email or create or use a false identity for the purpose of misleading others as to the identity of the sender or origin of any message
- keep your Telnet Telecommunication passwords secure and confidential and notify us immediately if you believe that someone else has discovered your password or is using your Telnet Telecommunication services fraudulently. Telnet Telecommunication will not be liable for any unauthorized use of your password and may charge a fee if you request an investigation of the use of your account
- comply with our Acceptable Use Policy, which can be viewed at our website at <http://www.Telnetnz.co.nz> and any of our other policies which apply to a particular service

5.2 Using our services in ways that we deem inappropriate, abusive, illegal, or similar is strictly prohibited. If you use the services in such a way then we may suspend or terminate your service without notice. If we incur costs as a result of your misuse of our services, we may pass these costs on to you at our discretion, and legal action may be taken against you. Further, we reserve the right to remove any material from our servers which we consider to breach the terms of this agreement or any law.

5.3 If we consider it is necessary for the purpose of us providing you any service, you will allow us or our agents to come onto your property to work on our network or anything connected to it. People we send will carry proof of identity and we will always try to contact you before we do this. If, for any reason, we are unable to gain access to your property we may not be able to provide you with the relevant services.

6. Privacy

6.1 During the provision of services to you, you agree that Telnet Telecommunication may collect information about you. This may be obtained from you or may be generated from your use of the Telnet Telecommunication services. You may decide not to provide us with certain personal information but this may mean that we cannot provide the services to you. Telnet Telecommunication will deal with all your information in accordance with the Privacy Act 1993.

6.2 We may monitor or record calls to customer services for training purposes, to improve service quality and to aid in dispute resolution.

6.3 You can at any time make a written request to see any personal information that we hold or to ask us to correct any mistakes in that information.

6.4 You agree that we can collect information about you (such as your address, phone number and evidence that you will be able to pay for our services) and the ways that you use our services. We will collect this information from our communications with you and through your use of the services. You agree that we can use this information and can pass it on to our employees, contractors, agents and suppliers for a range of lawful purposes connected with our business operations, including, but not limited to: complete credit checking providing services to you administering your account recovering overdue accounts keeping you informed about our services (unless you have advised us that you do not want to receive this information). You agree that we may send you marketing messages, electronic or otherwise, about our special offers, products and services which may be of interest to you. You agree too that the electronic marketing message we send you need not include an unsubscribe facility looking at ways in which we can improve our services sending you bills resolving any disputes training our staff.

6.5 We may provide your personal information to third party network operators where we have arrangements with such operators for the provision of our services or where your number is being transferred to/from such an operator or for the purposes of investigating an alleged fraud or other offence.

6.6 If you contact us through the preferred contact email address you register with us when you create your account, we will take this to mean you are the account holder and have authority on the account. Please keep access to your preferred email account secure.

6.7 We may be obliged to provide your personal information to a public sector agency if that agency requests such information for its investigations.

7.Termination

7.1 Except where you have agreed to use our services for a fixed term, you may terminate the agreement by calling the Help Desk on 0800 00 1919 and the agreement will end and charges will stop one month after we receive your notice unless agreed otherwise. On expiry of the fixed term contract, your connection may be terminated by you or us on one month's notice or any lesser notice period agreed between us.

7.2 If you request us to disconnect your connection to the services, you must pay us in respect of each connection you have including but not limited to the following items:

- any early termination charges (if they apply) as agreed (Residential user: fixed standard charges; Commercial user: 35% of unpaid monthly fixed charges for the remainder of the term); and
- all charges incurred until the date of disconnection; and
- any outstanding fees and costs caused by collecting these fees (including but not limited to legal fees, our collection costs, and debt collection agency costs); and
- any cash-back reward, credit, and the standard retail price (as at the date of the agreement) of any equipment and/or gift you received as the rebate of the contract; and
- any charges in relation to any equipment that has been provided to you by us for the use of delivering services; and
- any other charges payable by you for the services.

7.3. In addition to our rights under clause 7.2 above, we may terminate our agreement with you immediately without notifying you if we believe you have not met your obligations under these General Terms or the terms and conditions relating to the relevant specific Telnet Telecommunication service. We may also suspend or terminate our agreement with you without notifying you in advance where:

- your use or our services is unusual or excessive
- you are, or are likely to become, insolvent or bankrupt or a receiver or manager is appointed over any of your assets or a resolution for liquidation is proposed or passed in respect of you
- the Telnet Telecommunication services are not available to you (for any reason)

7.4. Upon termination all payments due by you to us will be immediately due and payable, and you agree to pay Telnet Telecommunication all such amounts immediately upon demand.

7.5. No refund is given on monthly fees paid in advance, where you terminate a service part way through the period for which you have paid.

7.6 Certain rights and obligations will continue after the termination of this agreement. These include, but are not limited to, the payment of outstanding amounts and the return of any Telnet Telecommunication equipment you may have.

7.7. We may terminate our agreement with you immediately if we believe you have not met your obligations under these General Terms or the terms and conditions relate to the relevant specific Telnet Telecommunication services. We may end our agreement with you for any other reason by giving you at least thirty days' notice.

7.8. Upon termination all payments due by you to us will be immediately due and payable, and you agree to pay Telnet Telecommunication all such amounts immediately upon demand.

7.9. The person(s) who signing or/and entering the contract with Telnet, will also act as the personal guarantor for the entity represented, and will take full responsibility for all the financial obligations of the customer to Telnet.

7.10. No refund is given on monthly fees paid in advance, where you terminate a service part way through the period for which you have paid.

8.Liability

8.1 Telnet Telecommunication will not be liable to you if it is prevented from providing the services by reason of any act of God, act of state, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo, adverse weather conditions or any other circumstance (including a network failure) beyond our reasonable control. If such an event occurs, Telnet Telecommunication will endeavour to advise you of the existence of the event and the effect of such event on the provision of the services.

8.2. Telnet Telecommunication excludes all liability we may have to you or anyone claiming through you whether in contract, tort, equity or otherwise relating to any indirect or consequential loss, damage or expense of any kind whatsoever arising under or in respect of this Agreement including, without limitation, any economic loss, loss of use, loss of profits, loss of income, or increased or alternative costs, however caused. This exclusion applies to any claim you may have for any damages whatsoever and applies for the benefit of the following people:

- Telnet Telecommunication and any of its related companies;
- Telnet Telecommunication employees, contractors, officers and agents
- Any network operator or other person whose services we use to provide services to you (or any of their employees, contractors, officers and agents).

8.3 If, despite the exclusion set out above, Telnet Telecommunication is held to be liable to you, then our liability is limited to a maximum of \$1,000 for any event (or series of related events) and to a maximum of \$2,000 in any 12 month period.

8.4 For the avoidance of doubt, Telnet Telecommunication shall not be liable to you for any indirect or consequential loss, damage or expense of any kind whatsoever arising under or in respect of this Agreement. This includes, without limitation, any economic loss, loss of use, loss of profits, loss of income, or increased or alternative costs, however caused.

8.5 Except as specifically outlined herein, we make no warranties in relation to our service or the service of any other service provider (including that the services will be continuous or fault-free at all times) and we will have no liability if your use of the service or any other provider's service infringes any third party's intellectual property rights.

8.6 You agree that if the services you acquire under this agreement are for the purposes of a business then the Consumer Guarantees Act 1993 does not apply.



9.Complaints

9.1 If you have a complaint concerning any aspect of your use of Telnet Telecommunication services you should email us by using the Online Feedback form which can be found on our website.

9.2 We will handle your complaint with care and in a fair and efficient manner in accordance with our complaints resolution procedure which can be viewed on our website.

10.Intellectual Property

10.1 Except as expressly set out in these General Terms and Conditions or in any terms and conditions relating to specific services, you do not acquire any rights or interests in Telnet Telecommunication's intellectual property (which includes, without limitation, patents, trade marks and copyright). All Telnet Telecommunication's intellectual property (including modifications or additions to any current Telnet Telecommunication intellectual property which are created, made or discovered in the course of Telnet Telecommunication providing the services to you) is and will remain the absolute property of Telnet Telecommunication.

10.2 If we provide software, documentation, manuals or other materials (whether as hard or soft copies) to enable you to receive and use a service, we grant you a non-exclusive, non-transferable license to use such software, documentation, manuals or materials for your own use. Any license we grant under this clause will terminate when the relevant service is terminated.

10.3 If a service provides you with content or software licensed by third parties who require you to accept their terms of use, you must comply with those terms.

10.4 Except as permitted by law or as expressly permitted under these General Terms and Conditions or in any terms and conditions relating to specific services you must not, without prior written consent, copy, de-compile or modify intellectual property of Telnet Telecommunication or any third party or permit anyone else to do so.

11.Not an anonymous service

11.1 All email messages sent from the Telnet Telecommunication email service include the original X-Sender, IP address, date, time and originating details. Telnet Telecommunication does not and will not provide any form of anonymous service to any customer.

12.Miscellaneous

12.1 You may not assign any of your rights or obligations under the General Terms and Conditions or in any terms and conditions relating to specific services. We may assign our rights to a third party at any time, without your consent and without providing you with advance notice of such assignment.

12.2. Any Telnet Telecommunication address or intellectual property remains the property of Telnet Telecommunication at all times. When you use a Telnet Telecommunication service, you may create a login name, email address and/or website. These addresses and all pertinent details will remain the property of Telnet Telecommunication. While it is unlikely that we may need to delete these addresses or modify them in some way, there are certain services that are reserved for Telnet Telecommunication use. If at any future date Telnet Telecommunication deems necessary to use your username, email address, web page address for any other reason, we will notify you via your Telnet Telecommunication email address with one month's notice before we withdraw the relevant service.

12.3 Any contract we have with you to provide services is governed by and construed in accordance with New Zealand law and you accept the exclusive jurisdiction of the New Zealand Courts.

12.4 If a Court of competent jurisdiction rules that any part of these General Terms and Conditions is unenforceable for any reason then such ruling will not affect the remaining provisions which will remain in full force and effect at all times.

12.5 Any failure or delay by us in enforcing any provision of our Terms and Conditions will not be deemed to be a waiver of our rights with respect to that provision or any other provision of our terms and conditions.

12.6 We may appoint subcontractors to discharge any of our obligations under our Terms and Conditions provided that we will at all times remain primarily liable to you for those subcontractors' acts and omissions.

12.7. These General Terms and Conditions together with any terms and conditions relating to specific services or promotions (including pricing and service descriptions set out on the Telnet Telecommunication website) constitute the entire terms and conditions applicable to the agreement between you and Telnet Telecommunication.



Fair use policy

To maintain a good user experience and to ensure all Telnet Telecommunication customers are able to access our services; it is important to Telnet that all Telnet customers have read and understood our Fair Use Policy.

Terms and Conditions:

1. The Fair Use Policy applies to all of the promotional services and add-on specials advertised by Telnet, as subject to the Fair Use Policy, which applies to both residential and business customers.
2. Your use of the services must be fair, reasonable and not excessive, as reasonably determined by us by reference to average customer profiles and estimated customer use of a service. If your use materially exceeds these use patterns over any month, then your use will be deemed excessive and/or unreasonable.
3. As examples the following uses would be considered to breach this policy:
 - a) For residential customer - business use, automated call messaging, monitoring services, broadcast fax or outbound callcentres.
 - b) For business customer – auto-dialing, automated call messaging, continuously call forwarding, tele-marketing, broadcast fax, outbound call centres, and/or other activities that use our services for commercial gain.
4. If you breach this policy Telnet may ask you to moderate your usage. If you fail to do so, Telnet Telecommunication Limited reserves the right, without further notice, to charge you for the excessive element of your usage and/or remove the service from your account.

Telnet reserves the right to charge you at our discretion for excessive usage, which will be based on Telnet’s standard rates.

e