

Borg® Limited ("BorgWiFi") - Standard Terms for Residential Customers

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1. Terms for Residential Borg™ Wireless Customers

If you are a residential Wireless customer of Borg™ Limited then these standard terms apply to your use of our services.

Additional terms may apply to some of our services. For example, if you are a "BorgWiFi Corporate" customer, additional terms apply to your use of our BorgWiFi service. We will tell you when additional terms apply.

2. About Our Services

We aim to provide you with quality wireless internet services which can be used at any time. However the nature of our services means that we cannot promise that they will always be available or working properly. This is largely because our services rely on networks and equipment which we do not control.

If there is a problem with our service we will try and fix it as soon as we can. If you experience any problems with our service please let us know by calling customer services. We will try to address the problem in a way which satisfies you.

3. Paying for our Services

You must pay our charges for the services we provide. If someone else uses the services we provide to you, you are still responsible for payment.

You can get details by calling customer services. We may change some of these charges from time to time.

Unless we agree otherwise, we will bill monthly in advance for the basic service however your next months bill will reflect any additional charges incurred should there be any additional charges like excess bandwidth fees, although we may not send you an account for fixed charges such as internet access charges where a direct payment arrangement is in place. You must pay our charges by the due date, which will be at least two weeks after the billing date.

If you do not pay our charges by the due date then we may charge you interest at 15% per annum on the unpaid amount until the date you pay us. You must also pay us any costs we incur in trying to recover overdue payments from you.

We may suspend or restrict your ability to use our services if your payment is overdue.

If you have any questions about your bill, or you think there is a mistake in your bill, then please contact customer services as soon as possible on 09 533-6470. If we agree that there has been a mistake in your bill we will fix it.

4. Credit

We may use information you have provided us to carry out credit checks on you. We may also give that information to credit agencies for that purpose.

As we provide services on credit, we may require you to make a payment in advance before we allow you to use (or keep using) our services. We may also set credit limits.

5. Your responsibilities

You agree:

- to make sure that all information you give us is correct
- to follow the instructions we give you and comply with any restrictions we impose regarding your use of our services
- to keep any password or security code which relates to our services confidential, and to change the password or security code if we request you to do so
- to notify us immediately if you believe that someone else has discovered your password or security code or has made any fraudulent use of the services we provide to you
- to notify us immediately of any change of your address or phone number.
- secure your own computer equipment electronically

You agree not to use our services:

- in a way which breaks any law or infringes anyone's legal rights (such as copyright)
- to obtain unauthorised access to anyone's system
- in a way which could cause physical or other damage to anyone's system
- in a way which is offensive, abusive or is likely to be a nuisance to someone else.
- to resell or offer services to third parties
- interfere with or cause interruption of service to other clients

If you do not comply with these obligations, and we incur costs as a result, then you must pay those costs. In addition, we can remove from our server any material which we consider breaches these terms.

6. Internet Services

In relation to our internet services:

- you must not use your account to access the internet from more than one machine at any one time.
- you must remove your email from our mail server promptly and keep space used by your files on our system to a reasonable level. If you do not regularly remove your email or it builds up to an unreasonable level we can remove it ourselves
- we cannot guarantee that any service or file transferred is virus free. Because of this we recommend that you install anti-virus software.
- due to the nature of wireless networking we can not guarantee that service to you will always be available, we will make every attempt to provide you connectivity but the signal can be influenced by outside interference that is beyond our control.

7. Privacy

From time to time you may give us personal information, such as your address and other details. If you do not give us this information we may not be able to provide you with services. Personal information about you may also be generated as a result of your use of our services.

We will treat your personal information in a manner which meets the requirements of the Privacy Act.

You agree that we can use your personal information (and provide it to appropriate third parties) to:

- provide services to you
- bill you
- complete credit checking
- recover overdue accounts
- keep you informed about our services and those of our selected business partners (unless you have advised us that you do not want to receive this information).

We may monitor or record calls to customer services for training purposes and to improve service quality.

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.

8. Our Liability to you

As a residential customer you have rights under the Consumer Guarantees Act and this section does not limit those rights. However if you use our services for business purposes (or have told us you will do so) then you agree that that Act does not apply to the services we provide you.

To the extent that the law allows us to do so, we exclude all other liability to you in connection with our provision of services to you.

If, even though we have excluded our liability, we are held to be liable to you for any reason, then our liability is limited to a maximum of \$500 for any event (or series of related events) and to a maximum of \$1,000 in any year.

9. Liability to other people

You agree that these people are not liable to you in relation to our services:

- Our 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).

10. Ending this agreement

Unless you have agreed to use our services for a set period, you can end this agreement at any time by calling customer services on 09 533-6470. If you have agreed to use our services for a set period then you can end this agreement at any time after the end of that period by calling customer services on 09 533-6470.

We can end this agreement immediately if you do not meet your obligations under this agreement. Otherwise we can end this agreement by giving you 30 days' notice. We can also suspend or restrict your ability to use our services without ending this agreement if we believe that you have not met your obligations under this agreement,

However this agreement is ended, you will still have to pay our charges for the services we supplied to you before the agreement ended. If you terminate a service part way through a month, you are still required to pay the monthly fee that you have been billed for. If you have a credit balance in your account we will refund that balance to you on request, except that no refund is payable of balances relating to:

- monthly fees paid in advance, where you terminate a service part way through the period for which you have paid;
- the purchase by you of a Prepaid service, where you have not used all or part of the prepaid amount; or

- payments you have made where you have agreed to use our services for a set period, but wish to terminate during that period.

11. New Zealand law applies

Our services are provided under New Zealand law. If you want to bring a claim against us you must do so in a New Zealand court.

12. Contacting each other

If you need to contact us for any reason you can do so by calling customer services on 09 533-6470.

If we need to notify you of anything we can do so:

- by email to you if you are an internet customer, or a phone customer who has supplied us with an email address; or
- by post; or
- by phone; or
- by a notice on our website; or
- by public notice in major metropolitan newspapers.

If your contact details change then you must tell us the new details. You are deemed to have received any notice which was sent to your last known email or postal address.

13. Transferring the agreement

We can transfer some or all of our rights and obligations under this agreement to someone else. We will tell you if we do this.

14. Changing these terms

We can change these terms at any time. We will notify you of any change before it comes into effect.