



Ultra-fast broadband plans

*Fast  
Reliable  
Consistent*

[www.wickednetworks.co.nz/residential](http://www.wickednetworks.co.nz/residential)



## Terms and Conditions

### Contract Duration and Termination

1. Unless otherwise stated or agreed, all contracts are for 12 months from date of commencement.
2. Service may be terminated by you with 30 days written notice.
3. If service is terminated by you within the initial 12 months, then a \$150 early termination fee shall apply.

### Internet Performance

4. All data rates specified are the maximum theoretical speeds achievable, not guaranteed speeds. Performance on any particular connection may vary according to network conditions, usage on the connection and other factors such as home wiring, wireless devices and drivers that are outwith our control.

### Equipment

5. The demarcation point for Internet service is defined as the Ethernet port on the Chorus Optical Network Terminator (ONT) unit installed at the property.
6. If the equipment at the demarcation point becomes damaged or unusable due to accident or other event during the term of the contract, WIC NZ Ltd will arrange to have the equipment repaired by Chorus and invoice any costs to you on 7-day terms.
7. If you or any other person deliberately damages, interferes with or removes any equipment at the demarcation point, WIC NZ Ltd will invoice you for all relevant costs for replacement.
8. 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.



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## Legal Requirements

10. You agree to take reasonable precautions to ensure that no end-user will:

- Conduct any business or activity or solicit the performance of any activity which is prohibited by law;
- Annoy or otherwise interfere with or disrupt the reasonable enjoyment or use of the network by any other person or organisation;
- 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.
- Knowingly or recklessly transmit or distribute any information or material which contains a virus, worm, Trojan Horse, or any other harmful component;
- Post, publish, transmit, or distribute any unsolicited advertising through mass electronic-mail or other direct transmission;
- 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.

10. WIC NZ Ltd reserves the right to suspend or terminate your service if any breach of the above causes disruption to our services or the Internet service of another user.

## Payment terms

11. Installation charges and/or setup fees will be invoiced on completion of installation and is payable within 7 days.
12. Monthly charges are invoiced on the last day of each month for payment by 7<sup>th</sup> of the following month.
13. Any part-month charges after installation will be invoiced on the date of installation, for payment by the 7<sup>th</sup> of the following month.



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14. 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.
15. All overdue accounts attract interest at 2% per month and all of our legal costs for 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.
16. 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.

## **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.

## **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. For all faults that require a callout to residential premises that are not attributable to our equipment or service, a callout charge of \$40 applies.