

Netfone Ltd Terms and Conditions

1. Netfone Ltd Terms of Service

1.1. These terms of service constitute the agreement between Netfone Ltd (we or us) and the end user (you, your or customer) of Netfone Ltd services. By activating or using any of the services, you represent that you are of legal age to enter this agreement and that you have read and understand the terms and conditions of this agreement.

1.2. Additional terms may apply to your use of some of our services. If so, we will tell you what those terms are. If there is any conflict between these terms and any additional terms, the additional terms will prevail.

Our Services

2.1. We are not obliged to provide services unless we accept your application. We can decide whether or not to accept any application.

2.2. You understand that the VoIP service is not a traditional phone service and is provided on a best efforts basis. We will use all reasonable endeavours to make our services available to you at all times, however things beyond our control such as power outages or the performance of your internet connection may disrupt the service we provide.

2.3. You accept that our services are not required to support emergency calls

2.4. You accept that Netfone Ltd might not be compatible with non-voice communications equipment such as security alarms, fax machines, Sky Digital and St John Alarms.

3. Charges and payment

3.1. To use our services you must have a direct-debit in place, or you must have a credit card on file with us. You may pay by direct deposit, each month but we require either a Direct-debit or a credit card on file which we will deduct from, in case the direct-deposit does not arrive by the 25th day of each month.

3.2. We reserve the right to change our rates from time to time and if we increase any rates we will give you as much notice as reasonably possible.

3.3. You are responsible for your account and must pay our charges regardless of whether you or someone else uses those services.

3.4. If you wish to raise a billing dispute you must notify us in email within 30 days of your account being debited or you will be deemed to have waived your right to a refund.

3.5. No refunds will be provided for any unused credit balances. A credit balance for an account that has been inactive for 6 months will be lost.

3.6 You may be billed by either Netfone Ltd or Datawest Ltd for these services.

4. Using our services

4.1. You must not use our services (or permit our services to be used) in a way that: breaks any laws or infringes anyone's rights or in a way which is malicious, obscene or offensive.

4.2. You agree to provide us with accurate and correct information so we can provide you with the necessary services or contact you if required from time to time.

4.3. We can suspend or restrict the services we provide you at anytime if:

i) you resell any of our services;

ii) you do not use the service sensibly and within our reasonable use guidelines set out in 4.4 below;

iii) we believe that you have breached any of our terms and conditions.

4.4. Unlimited local minutes on Netfone Ltd's personal and Home-business plans are available on the basis of reasonable use. If you use the service in a way that is inconsistent with the normal use for your service or plan we may:

i) monitor and investigate your usage; and

ii) suspend and/or withdraw the Service; or

iii) charge our standard per minute rate for additional calls

Initial_____

4.4 You must keep secure any password or PIN number which is used by you to access our services and ensure that it is not disclosed to any unauthorised person. You must also change your password or PIN number if we ask you to do so.

4.5. If your service is cancelled, terminated or reallocated you will relinquish and discontinue use of any numbers, voicemail access numbers and/or web portals assigned to you by Netfone Ltd.

5. Phone Numbers

5.1. Any phone number that we allocate to you does not become your property and does not constitute any transfer of property rights.

5.2. If we need to change your number we will send you notification by email and give you as much notice as possible

5.3. We can withdraw or terminate any number at any time without liability, particularly if you do not comply with the instructions for use provided by Netfone Ltd.

5.4. You may be able to port your Netfone Ltd number to another service provider. If you wish to do so you must contact the other service provider directly and you will be responsible for completing the Porting requirements of that service provider. We will comply with our obligations under the Terms for Local and Mobile Number Portability in relation to the porting of your number. You will be responsible for all costs associated with porting the number.

5.5. If your account is inactive for more than 6 months or disconnected and you have not ported the associated phone number(s), we may at our sole discretion reallocate the numbers associated with your account.

6. Term

6.1. We can terminate this agreement, or the provision of any service to you, immediately if you breach any term of this agreement or if we reasonably believe that you have supplied incorrect or misleading information to us.

6.2. If this agreement is terminated for any breach or misuse of the service, you are not entitled to a refund for any credit balances on your account, unless agreed otherwise.

6.3. In order to terminate your service, you must email Netfone Ltd at the following address info@netfone.co.nz. Termination will not take effect until the end of your current prepaid month.

7. Liability

7.1. We exclude all of our liability to you in connection with us providing services to you or failing to provide services to you. Without limiting this, we are not liable to you (and nor are any of our officers, employees, contractors or agents liable to you):

i) if any communication is intercepted, not properly transmitted or received;

ii) for any disruptions or delays with the use of our services;

iii) for any incompatibility with other services;

iv) if any software we supply does not operate properly; and

v) for any equipment or network failures.

7.2. We are not liable to you for any fault in, delay or non-provision of services which is caused by an event beyond our reasonable control.

7.3. If you use another service provider during any period when our service is not fully operational, we are not liable to pay any amount you are charged by that service provider.

7.4. You acknowledge that no third party whose network or services we use to supply services to you (nor any officer, employee, contractor or agent of such third party) is in any way liable to you in connection with our services.

7.5. Nothing in this clause limits any rights you have under the Consumer Guarantees Act.

8. Privacy

8.1. We will collect personal information from customers to provide and provision services, including but not limited to name, physical address, email address, contact phone number and credit card information.

8.2. Any personal information we collect is kept at our offices at Level 2, 89-93 Rangitikei Street, Palmerston North. You are entitled to see any information we hold about you, although you must pay our reasonable charge for making it available.

8.3. We utilise the public internet and third party networks to transmit voice and other communications and we are not liable for any lack of privacy with the service.

9. Changing these terms

9.1. We can change these terms from time to time by giving you as much notice as reasonably possible. We will inform you of any change to our terms by emailing you or by providing relevant information on our website. The latest terms and conditions are available at www.netfone.co.nz.

10. Notices

10.1. Netfone Ltd will communicate with you primarily via email. Notices to you will be sent to the email address specified by you during sign up for service or as subsequently specified by you as your contact email address. We may also obtain personal information from your use of our services.

10.2. If your contact email addresses change you must advise us of the new details as soon as possible.

10.3 You agree that sending a message to your contact email address is the agreed means of providing notification. Notifications include information about the service, billing, changes to services and other information. You are required to read any email send to your contact email address in a timely manner to avoid any potential disruption to your service.

11. Other Matters

11.1. These terms are to be interpreted in accordance with the laws of New Zealand. Any dispute regarding the provision of our services under these terms is to be determined by New Zealand courts.

11.2. You must not assign your rights under this agreement. We can transfer our rights and obligations under this agreement to anyone else. We will notify you if we do so.

11.3. A delay in exercising any right is not a waiver of that right. A failure to exercise a right on any occasion does not prevent any subsequent exercise of that right.

12. Cancellation of Services

12.1. Hardware, Installation, Phones, RMS connectors and other equipment or software may be supplied on a separate third party lease agreement these agreements are not cancellable.

12.2. Broadband Internet connections are a 12 month minimum commitment from the "Start Date". After this time we will meet the market rates for a similar quality service. "Start Date" is defined as either the date recorded in the Netfone customer portal that the first phone call is made, or the date that Internet services at the customers premises commence.

12.3. Lines and Tolls are fixed at the contract rate for the first 6 months from the "Start Date". After this time we will meet the market rates for a similar quality service. "Start Date" is defined as either the date recorded in the Netfone customer portal that the first phone call is made, or the date that Internet services at the customers premises commence.

We agree to these terms and conditions:

CUSTOMER:

Business Name: _____

Authorised Officer: _____

Title: _____

Date: _____

NETFONE LTD:

Authorised Officer: _____

Title: _____

Date: _____

Initial_____