



THE FINE PRINT.

SLINGSHOT TERMS AND CONDITIONS - RESIDENTIAL CUSTOMERS

- 1.1 These terms and conditions set out the basis on which CallPlus Services Limited provides telephone and Internet services to our residential customers (Slingshot services). If you use our telephone or Internet services for business purposes then our Terms and Conditions for Business Customers apply. A copy of those terms can be viewed at www.callplus.co.nz/business or is available by phoning customer services on 0800 89 5000.
- 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.
- 2. 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 We will be responsible for determining the manner in which the services are to be provided. For example, we may sub-contract other carriers to provide part of any service.
- 2.3 We will use all reasonable endeavours to make our services available to you at all times. However our services rely on us using networks and services owned by other people. As a result we cannot promise that our services will always be available or fully functioning. If our services are unavailable for any reason we will endeavour to restore service as soon as possible.
- 2.4 While we take reasonable security precautions, due to the nature of telecommunications services we cannot guarantee the confidentiality of any calls or transmissions you make using our services.
- 2.5 We can suspend or restrict our services at any time if:
1. we consider it necessary to protect or maintain our network; or
 2. we believe that you have breached any of our terms and conditions.
- 2.6 Up to date information about our current services can be found at www.slingshot.co.nz
- 2.7 In the event we intend to alter a service that we charge you for such that it materially affects you, and providing that you are readily identifiable, we will give you as much notice as possible, but no less than 10 working days.

3. Charges

- 3.1 You must pay our charges for the services we provide to you, regardless of whether you or someone else uses those services. We may vary our charges from time to time. If we increase any charge we will give you at least 10 working days notice. You can always check the latest available charges by calling customer services on 0800 89 2000.
- 3.2 We will invoice you for services we provide to you. However we may elect to carry forward charges to the next billing period if your usage is below a minimum level. Fixed charges are payable in advance. Usage based charges (such as toll calls) are payable in arrears. If we change the frequency of your billing we will give you at least 10 working days notice

Tolls Customers

- 3.3 You must pay each invoice within 19 days of the invoice date. If you do not pay any invoice within that time we may:
1. charge you interest on the overdue amount from the due date until the date you pay, at the rate of 1.5% per month; and
 2. charge you a late payment fee of \$5 if your invoice is unpaid 60 days after the invoice date, and
 3. suspend or restrict your service; and
 4. recover from you any debt recovery costs; and
 5. require you to put in place a direct debit payment arrangement for payment

Internet Customers

- 3.3 You must pay each invoice within 10 days of the invoice date. If you do not pay any invoice within that time we may:
6. charge you interest on the overdue amount from the due date until the date you pay, at the rate of 1.5% per month; and
 7. charge you a late payment fee of \$5 if your invoice is unpaid 60 days after the invoice date, and
 8. suspend or restrict your service; and
 9. recover from you any debt recovery costs; and
 10. require you to put in place a direct debit programme arrangement for payment

If you wish to raise a genuine dispute regarding an invoice of ours you

- 3.4 must do so in writing within 20 days of the date of the invoice. We will consider any issues raised in good faith and will promptly advise you of any resolution or amendment to our charges.
- 3.5 We may at our discretion impose a credit limit on your account.
- 3.6 If you breach any term of this agreement, and we incur costs as result, then you must pay those costs if we require you to do so.

4. Using our Services

- 4.1 You must not use our services in a way which:
1. breaks any laws;
 2. infringes anyone's rights; or
 3. is malicious, obscene or offensive.
- 4.2 If you use our residential voice services you cannot resell any services to another party. Our service can be used only for normal residential calling. This excludes activities such as auto-dialling, continuous call forwarding, telemarketing, Call Centres, fax or voicemail broadcasting. We reserve the right to immediately disconnect or charge our standard per minute rates if in our sole discretion we consider that your activity is inconsistent with normal residential usage patterns.

- 4.3 Our Calling Packs include 100 hours of toll calling per month to the destinations nominated in the pack. If the 100 hour limit is exceeded, our standard per-minute rates will apply to all toll calls for the remainder of that bill cycle. Users are responsible for monitoring their usage and for any per-minute charges incurred, should the limit be exceeded. Calls can be made at any time but each individual call must not last longer than 2 hours. If the two hour limit is exceeded, our standard per-minute rates will apply for the portion of the call that exceeds two hours.
- 4.4 You must comply with any reasonable restrictions we impose or directions we give regarding the use of our services
- 4.5 You must ensure that all information you give us is correct. Where any information you have supplied to us changes (such as contact details) you must provide us with updated information as soon as possible.
- 4.6 Subject to any term commitment, you must notify us if you wish to terminate your non-code access to our services.
- 4.7 You agree that we can act on any verbal instructions you give us in relation to the services
- 4.8 We may install equipment and carry out other work at a customer's premises. If we do so at your premises, you must allow us and our contractors access as and when we reasonably require (and you must obtain any necessary consents to such access) for the purposes of installing, maintaining, monitoring and removing such equipment or carrying out such work.

5. Internet Services

- 5.1 This clause applies if we provide Internet access services to you.
- 5.2 You must not use a flat rate dial-up internet access account as a permanent connection. We can at our discretion disconnect you if we consider that your use of our internet access service has been excessive or unreasonable.
- 5.3 If we disconnect you for one of the reasons set out in clause 5.2 you will normally be able to reconnect without additional cost. However, if your account is overdue at the time of disconnection, you may be unable to reconnect until your overdue account is brought up to date.
- 5.4 You are responsible for downloading to your computer any email that you wish to keep. We may without notice to you remove any mail that remains on our servers for more than 90 days.
- 5.5 You must not knowingly transmit any worms or viruses or use our services in a manner which is likely to or is intended to damage or compromise the security of our network or anyone else's network.
- 5.6 You must use our service in a reasonable and responsible manner and in accordance with established "netiquette".
- 5.7 You must not have more than one connection to our service using your user ID at any time. If for any reason you do have simultaneous connections we reserve the right to charge you \$5.00 per hour (or part hour) for each additional connection.
- 5.8 We do not control the information that can be accessed through the internet. Accordingly we are not responsible for any inaccurate, illegal or offensive information which may be obtained from your use of our services. We are also not liable for any viruses or other harmful code which you download via the internet.

6. Broadband Services

- 6.1 This clause applies if we provide broadband internet access services to you.
- 6.2 Our plan speeds are the maximum speeds at which you are able to send data to or receive data from our network. Because we rely on other providers to deliver data to or from our network we are unable to guarantee that these speeds will be available to you. Other issues beyond our control (such as problems with your phone line, or in the telephone network) may also result in you being unable to connect, or to send or receive data at those speeds. We cannot guarantee that our broadband services will always be available or that they can always be utilised for any particular purpose
- 6.3 If you are on an "uncapped" or "unlimited" plan the total amount of data you can upload or download is unlimited. We may use traffic prioritisation policies for these plans and our capped plans at any time to improve the overall performance amongst our customers. Other factors may influence the particular speeds or latency you can achieve to servers nationally and internationally. Our control of these speeds is limited to our own network. Connections to servers outside the Slingshot network are on a "best effort" basis and it may not be possible for you to achieve your desired or expected speeds or latency where you are connecting to equipment outside our control.
- 6.4 If you change your address or phone line you will need to:
- (a) provide us with a minimum of 21 days notice of the change to minimise service disruption; and
 - (b) cancel all current broadband services to avoid unwanted charges, even if the phone line is no longer valid.

Services must be reinstated on the new phone line and even if you are maintaining your existing phone number you may incur installation charges. We will not always be able to supply broadband services on the new line or to that new address in which case you will have terminated our agreement for the provision of that service.

7. Wireless Services

- 7.1 This clause applies if we provide wireless access services to you.
- 7.2 The services require power to operate. To ensure continuation of services during power outages you should purchase and install a UPS (Uninterruptible Power Supply). If you choose not to install a UPS you should ensure you have an alternative means of communication in the event that you need to access emergency services.
- 7.3 Unless purchased, all equipment installed remains the property of Slingshot and you are liable for any damages. You are required to notify us when any equipment is lost, stolen or damaged. You must not use the equipment for any purpose other than to access our services and you must not modify or otherwise interfere with the equipment. In the case of faulty equipment, Slingshot will bear the cost of returning equipment for repair.
- 7.4 The base station of the phone provided with installation will be installed next to your Slingshot MAX Adapter unless otherwise requested. Installation elsewhere in your house is at your installers discretion and should be negotiated directly with them.

8. Phone numbers and directories

- 8.1 Any phone number that we allocate to you does not become your property. If we need to change your number we will give you as much notice of the change as we can.

- 8.2 If you wish your details to be available through directory assistance and/or in the phone book then we will pass your name, number and address to Telecom. You agree that Telecom can use your details for those purposes.
- 8.3 Subject to the terms of the Consumer Guarantees Act 1993, you agree that no member of the Telecom group of companies (or their officers, employees, contractors or agents) has any liability to you in connection with the directory assistance service or your phone book listing.

9. Term

- 9.1 If you have agreed to use a service for a fixed contract term, then you must do so. If you cancel within the fixed term period, you will be liable for any applicable early termination charges. For services where there is no fixed contract term, or where the fixed term has expired, either of us can terminate that service on giving the other 30 days notice. Where you wish to terminate a service you must do so through the "Member Services" section of our website. If you purchase the NOD32 antivirus product through us then the term of the license for that product is month to month.
- 9.2 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.
- 9.3 If this agreement is terminated for any reason you must still pay us for services provided to you up to the date of termination. If you have prepaid for a service, no refund is payable to you on termination unless we agree otherwise.

10. Liability

- 10.1 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):
1. if any communication you make is intercepted;
 2. if any communication you make is not properly transmitted or received;
 3. if any of our services are not available at any time or are faulty;
 4. for any delay in commencing the provision of services;
 5. if any software we supply does not operate properly;
 6. for any error in any directory listing which we arrange;
 7. (for internet customers) if your computer becomes affected by any virus or worm.
- 10.2 We are not liable to you for any fault in or non-provision of services which is caused by an event beyond our reasonable control.
- 10.3 If you use another service provider's services 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.
- 10.4 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. This clause is intended to confer a benefit which those third parties can enforce.
- 10.5 Nothing in this clause limits any rights you have under the Consumer Guarantees Act unless you are using our services for the purposes of a business in which case any rights you may have had under the Consumer Guarantees Act are excluded.

11. Privacy

- 11.1 You authorise us to pass personal information to credit reporting agencies for the purpose of credit checking. You also agree to us obtaining and passing personal information about you to credit reporting agencies. This information will be used to update and maintain credit information files and will be accessed by the customers of the credit reporting agency.
- 11.2 You also agree to us passing personal information about you to a credit reporting agency in the event that you default on your payment obligations.
- 11.3 Any personal information we collect is kept at our offices at Level4, 110 Symonds Street, Auckland. You are entitled to see any information we hold about you (although you must pay our reasonable charge for making it available) and to request that any incorrect information be corrected.
- 11.4 We may record calls you make to us to verify information and for staff training purposes.
- 11.5 If another CallPlus customer calls you, your name will appear on that person's account as the called party. If you do not wish this to occur then please call customer services on 0800 89 2000.
- 11.6 You agree that personal information that we have obtained from you can be shared with other networks, for the purpose of monitoring and investigating fraud and other offences. We may also share your information with public sector agencies in order for them to investigate an offence.

12. Changing these terms

- 12.1 We can change these terms from time to time by giving you 14 days' notice. We will inform you of any change by emailing or writing to you, by putting a notice in major daily newspapers or by providing relevant information on our website. Our latest terms and conditions are available at www.slingshot.co.nz.

13. Notices

- 13.1 Except where you wish to terminate our services (in which case you must follow the procedure in clause 9.1), if you wish to notify us of anything you can do so by writing to us at PO Box 108-109, Symonds Street, Auckland or by calling 0800 89 2000. We may require you to confirm in writing any advice you give us by phone
- 13.2 If we wish to communicate with you or notify you of anything we can do so by post, phone, facsimile or email to the last known address or number we have for you.
- 13.3 If your contact details change you must advise us of the new details as soon as possible.

14. Other matters

- 14.1 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.
- 14.2 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.
- 14.3 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.