



Terms & Conditions

General Terms and Conditions

Our Agreement with You

1. In this contract:

- a) "VNGS", "we", "our" and "us" means Vodafone Next Generation Services Limited, (including trading as WorldxChange Communications Limited and WXC) and its successors, assigns and representatives;
- b) "You" and "your" means the person who is identified on your account as our customer;
- c) "Contact Centre" means our Services desks that you can contact by various means, but in the majority by calling 0800 123 456;
- d) "Network" means our Network and any of the Networks operated by other carriers used to provide Services to you as the case may be;
- e) "Services" means the Services (and where the context permits, any related hardware) which we supply to you in accordance with these Terms;
- f) "Terms" means these general Terms and Conditions together with any additional Terms which may apply to specific Services as amended from time to time; and
- g) "Website" means the Website at www.wxc.co.nz.

2. As a customer of VNGS these Terms form the basis of VNGS's contract with you. Our Terms and Conditions can be found on our Website or are available from us upon request.

3. Our contract with you includes your application or order form which you complete and provide to us. You will be bound by an electronic copy of our application or order form as if it was an original. If you complete an application or order form by telephone we will record our conversation with you and you will be bound in the same manner as if you had signed an application in writing.

4. Our contract with you also includes our current price list as amended from time to time. We will notify you of any changes to our price list. If you have a Term contract with us, price changes relating to that contract will not affect you until the end of that Term. A copy of the current price list is available upon request.

5. We may amend these Terms at any time. We will notify you of any change and we will post a copy of the amended Terms on our Website. It will be your responsibility to visit our Website to obtain a copy of our amended Terms, or you can request a copy from us. The amendments we make will apply seven days from the date of our notice. We will interpret your ongoing use of our Services after that date as constituting your acceptance of the amendments.

6. The failure of VNGS to enforce these Terms, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of these Terms is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Our Commitment of Service to You

7. Once you are connected to our Network we aim to provide you with consistently reliable and good quality Service. We do not guarantee that the Services we provide will be perfect. When your connection is disrupted we will do our best to reinstate our Services to you as soon as we can.

8. Our Contact Centre can help you with sales, account queries and/or issues with our Services. Contact numbers,

email addresses and operating hours are on our Website, however the main number is 0800 123 456 (+64 9 950 1300 for overseas customers).

9. Our Website offers an online portal that allows you to access your information, pay online, change your details and a range of other Services.

10. We will supply our Services to you in whatever way we think is appropriate. We can choose the carriers and suppliers used to provide our Services and we can change the carriers or suppliers at our discretion and without notification.

Your General Responsibilities

11. You agree that you and those that you are responsible for, will:

- a) Ensure that the information you give us is correct and complete;
- b) Advise us in a timely manner of any change in your physical address or other important information. You can do this via our Website or our Contact Centre;
- c) Comply with any requirements of any other carrier in relation to the use of its Network;
- d) Create and apply all necessary passwords, codes and PIN numbers in a way that makes it difficult to guess, and keep this information safe and secure;
- e) Do everything necessary to enable us to use and take over responsibility for your existing Services to the extent that is necessary or desirable to enable us to provide our Services to you;
- f) Provide reasonable access to our employees, contractors and representatives authorised by us or any other carrier to carry out any work required for the commencement, operation and continuance of our Services to you, and the maintenance of the Network. We will normally carry out this work by appointment and during normal working hours. However, if we need to perform this work at any other time you must provide us with the access we require;
- g) If required by us, pay us a bond or provide us with other comfort of your ability to pay our charges. If you pay us a bond it will not accrue interest and we will repay it to you when our contract ends, provided you have paid us everything you owe us at that time;
- h) Adhere to the specific Terms relating to those Services which are provided to you as set out below;
- i) Provide us with information to enable us to rectify any faults with either the Network or your connections; and
- j) Ensure Emergency Service calls, e.g. Calls to 111 are made for genuine reasons. If calls are not made for genuine reasons you may be fined. **If in doubt, please make the Emergency Call.**

12. You are responsible for ensuring that all calls or other communications ("Calls") specifically or inadvertently directed into our Network from your communications equipment or systems (including but not limited to telephone, facsimile, PABX, VoIP Softswitch, gateway, computer software or hardware) relate to:

- a) Services you have ordered from us, and
 - b) Services we have agreed to provide to you and do not relate to Services you have agreed to take from another carrier. You must ensure that if you have any pre-programmed calling procedures, then prior to the commencement of our Service to you, all such pre-programmed calling procedures are deleted or removed from such equipment or systems otherwise:
- i) You will be liable for our charges in conveying or dealing with such Calls; and



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ii) You will not be entitled to receive any discount or benefit you would have received had you complied with these obligations.

13. It is your responsibility to ensure that those for whom you are responsible and anyone else using our Services with or without your agreement or knowledge, complies with these Terms. You will be liable for their failure to do so and for all charges on your account.

14. We reserve the right to impose a credit limit on your account and to alter that credit limit at any time without notice.

15. Our Services are offered on a calendar month basis. We will invoice you for fixed recurring charges monthly in advance on the first of the month. Your first invoice will include a part month charge from the date our Services are activated to the end of that month along with any installation or one off charges. Usage charges, such as phone calls or data are charged in arrears. Our charges are inclusive of GST unless stated otherwise. We will not be bound by clerical errors or omissions whether in computation or otherwise and accounts shall be subject to correction.

16. If you are not on a Term contract –and you wish to cancel our contract with you, you need to provide notice at least 5 business days before the end of the month in which the notice is given. You will be responsible for any and all charges up to the end of that month. If you do not provide the required notice, you may be responsible for the next full month's charges. Expiration of the Term or disconnection of Service will not excuse you from paying all accrued and unpaid charges due under these Terms.

Paying Your Account

17. You agree that you will:

- a) Pay for all Services we provide to you, regardless of whether it is you who uses them;
- b) Be liable for any charges incurred where your modem is programmed to dial overseas numbers without your knowledge or direction. We accept no liability for such charges and may refuse to reverse such charges from your account. It is your responsibility to safeguard your equipment;
- c) Notify us immediately if you dispute any charges, give us full details of the reason you are disputing the charges and evidence of the grounds for your dispute. We will not recognise any claim if you do not notify us of any disputed charges within 60 days of the date on which the account in dispute was sent to you. We will look into any claim which is made within this timeframe and you will comply with our good faith decision on the claim. You must pay the undisputed charges by the due date for payment.

18. You will pay each account by the due date. If you do not pay by the due date, we may charge you a late payment fee of \$12 including GST (\$10.43 excluding GST) each month the balance is outstanding. If you are a non-residential account the late payment fee is either \$12 including GST (\$10.43 excluding GST) or 2% of the outstanding balance – whichever is the higher. We will apply the late payment fee where a balance outstanding has not been paid by the due date. We may also recover from you all legal and other costs incurred by us arising from the collection of any amount which you owe us.

Term Contracts

19. Where you sign up for a Service which has a Term contract:

- a) You will be clearly notified at the time of signing, before our contract starts, that there is a Term involved;
- b) You have 14 calendar days to cancel our contract, however you will need to immediately return any hardware provided in exactly the same condition as sent, and you may be charged for any install work completed;
- c) Each contract will specify a cost of breaking our contract. This will be explained during the sales process, and will become due on your cancellation of our contract; and
- d) At the end of the Term, our contract shall continue on the same Terms and Conditions (including as to price and payment) until you cancel our contract.

Hardware

20. Where we supply hardware to you either by way of sale on credit terms or by way of rental as part of your monthly charge, the following provisions shall apply (until such time as you have paid for the hardware or, if rented, the hardware is returned to us):

- a) The hardware remains our property;
- b) You are responsible for keeping the hardware in good condition in a suitable environment;
- c) You must ensure the hardware is kept secure and is not tampered with, reverse engineered or otherwise accessed for improper purposes;
- d) You are responsible for insuring the hardware;
- e) In the event of damage or loss, you will be required to meet the costs of replacing or repairing the hardware (at the sole discretion of VNGS); and
- f) We may perfect the security interest (as that term is defined in the Personal Property Securities Act 1999 ("PPSA")) created in the hardware by registering the security interest on the Personal Property Securities Register and if we do so you waive your right to receive a verification statement.

21. We reserve the right to access either physically, electronically or remotely the hardware, without notification to you, for the purposes of fault resolution and network management – and in addition if owned by us for replacement or recovery after you cease services with us.

22. We will pass on and support any and all warranties provided by the manufacturer of the hardware, if and when ownership is transferred.

23. Where the hardware is rented:

- a) If you decide to cancel our Services, you will promptly return the hardware to us at your cost;
- b) If, when we receive the returned hardware, the hardware is not operational, in poor condition or otherwise cannot be provided to another customer, you will be required to meet the costs of replacing or repairing the hardware (at the sole discretion of VNGS);
- c) If VNGS uses third party finance for the hardware, you agree to permit VNGS to provide your account information to the financier, including allowing this information to be provided as part of the PPSR, including who has the hardware and where it is physically located. VNGS will ensure that all information is treated as confidential as if the information is held by VNGS;
- d) If you fail to return the hardware within a reasonable timeframe you will be charged for the replacement value of the hardware; and



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e) You will continue to be liable for any monthly payments due to us until such time as the hardware has been returned or you have paid the replacement value of the hardware.

Suspension or Disconnection

24. If at any time you exceed your credit limit we will be entitled to suspend the provision of our Services to you.

25. If you do not meet all or any of your responsibilities under these Terms we may suspend or disconnect you from our Network, discontinue any other Services we provide to you and/or Terminate our contract with you.

26. We may suspend or disconnect you from our Network if another carrier suspends or interrupts its Service to us and that suspension or interruption affects our ability to provide our Services to you.

27. We may suspend or restrict a Service in an emergency or whenever we, another carrier, or any other appropriate person considers that step necessary or reasonable to protect persons, systems or other property.

28. If you are suspended or disconnected from our Network for failing to meet any of your responsibilities under these Terms you may be required to pay a recommencement fee before you can use our Network again. All costs and expenses of or incurred by us as a result of suspension or disconnection and any recommencement shall be payable by you upon demand.

29. Normal charges for our Services, as outlined in our price list, will continue to apply during your suspension or disconnection from our Network, even if these have been suspended and you are not using them.

Compensation and Liability

30. If you are a residential customer, you may have rights under the Consumer Guarantees Act 1993 in addition to the rights set out in these Terms and these Terms shall apply subject to the provisions of the Consumer Guarantees Act 1993. If, however, you receive Services from us for the purposes of a business, you agree that the Consumer Guarantees Act 1993 will not apply to these Terms or any of our business dealings.

31. Subject to the above we make no representation and give no assurance, condition or warranty of any kind to you in relation to the Services that we provide to you and we accept no liability for any direct, indirect or consequential loss or damage of any kind arising out of or attributable to any breach by us of any warranties, conditions or obligations under these Terms or negligence or otherwise.

32. None of the persons referred to below are liable to you or has to pay you for anything else caused by or resulting from anything any of them does or does not do, or delays in doing, whether or not it is contemplated or authorised by these Terms:

- a) Our directors, employees, agents, representatives and contractors;
- b) Other Network operators who use our Network and allow us to use their Networks, and their directors, employees, agents, representatives and contractors; and
- c) Any person who provides any Service which is part of our Services, and their directors, employees, agents, representatives and contractors.

33. We will make all reasonable attempts to process Emergency Services calls from any device connected to our Network but can only commit to delivery of calls made from a VNGS certified device on a compliant Service. If you are using a non-compliant Service with regards to the Emergency Services Code, VNGS accepts no responsibility or liability arising from emergency calls not being able to proceed due to how you have configured or set up your Service.

34. If any of our Services fail to operate for any reason and you use a Service provided by another carrier, we will not be responsible for that carrier's Service charges.

35. To the extent permitted by law if, despite the foregoing, we (or another carrier) is liable to you for any breach of these Terms, or for breach of any other obligation that might be owed to you, our (or their) liability shall be limited, at our (or their) discretion, to any one or more of the following:

- a) If the breach relates to the provision of Services:
 - i) Supplying the relevant Services again; or
 - ii) Payment of the cost of having the relevant Services supplied again, and
- b) If the breach relates to products:
 - i) Replacement of the relevant products or supply of equivalent products;
 - ii) Repair of the relevant products;
 - iii) Payment of the cost of replacing the relevant products or of acquiring equivalent products; or
 - iv) Payment of the cost of having the relevant products repaired.

36. Regardless of the legal basis of any claim of any kind made against us, our maximum liability to you will be limited to the lesser of the price paid for the Services supplied by us which give rise to that claim or the price paid for the Services supplied by us to you during any 12 month period.

37. These exclusions and limitations of liability apply regardless of the type of damage you suffer or howsoever it was caused.

Privacy and Personal Information

38. You agree, for the purposes of these Terms and the performance of our obligations to you, that we may collect information about you. The information we collect about you may be obtained from you and others. We may obtain information about you when the Services offered to you are used, either by you or anyone else.

39. We will treat all personal information in a manner which meets the requirements of the Privacy Act 1993.

40. We may be required to pass on information about you, such as calling number and last known physical location for that number, to Emergency Services if you dial an emergency Service number – such as Fire, Ambulance and Police.

41. We may be required by law or court order, or otherwise compelled by a Government agency, to allow access to your personal information, including listening to your calls, or gaining access to your data and/or meta data.

42. We may use any and all means necessary to communicate with you, including but not limited to telephone, email and text/SMS. This communication may include



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information on your account or Services, late payment notification and or marketing of new products and Services.

43. We reserve the right to investigate suspected violations of these Terms, including the gathering of information from the user or users involved and examination of material on our servers and Network. During an investigation, we may suspend the account or accounts involved and/or remove or block material that potentially violates these Terms. You will cooperate with law enforcement authorities in the investigation of suspected illegal activities. This cooperation may include us providing available personally identifiable information about you to law enforcement agencies, including, but not limited to, username, subscriber name, and other account information.

44. We may use the information we hold about you and may exchange information about you with our contractors, agents and representatives, with other carriers, and with credit reporting and debt collection agencies for the purposes of our business.

45. All information held by us will be held at our offices at Level 9, Tower Two, Forsyth Barr Building, 55 Shortland Street, Auckland. You may obtain access to, and correct, any information held by us under the Privacy Act 1993.

46. You agree that we may monitor and record calls that you make to us or that we make to you for the purpose of maintaining and improving the quality of our Services to you.

Invoices and Notices

47. Where you have provided us with an email address, we will deliver our invoices and any other notices to the most recent email address that you have given us. We may assume that any such invoice or notice has been received by you at the time that the invoice or notice enters the information system to which your email address relates.

48. Where VNGS is required to print an invoice and mail this to your physical address, VNGS will charge a fee of \$1.50 including GST (\$1.30 excluding GST).

49. Where you have not provided us with an email address or we are unable, for whatever reason, to deliver invoices or other notices to the email address you have given us, we will deliver invoices and any other notices to the most recent postal address you have given us. We may assume that any such invoice or notice has been delivered five days after we have posted it.

50. If you change your email or postal address or move premises, you must inform us in writing so that we may ensure there is no interruption in our supply of Services to you. If you do not inform us of this event, we may not be able to ensure the continuous supply of our Services to you.

Internet and Broadband Specific Terms

51. If you are being provided with a Service that includes Internet or data access, including, but not limited to, broadband (via any access type) or dialup the specific Terms in paragraphs 50-64 relate to this part of the Service in addition to the general Terms.

52. If you do not adhere to these specific Terms we may suspend the Service and cancel your account with us.

53. You indemnify, defend and hold harmless us against any and all liability, cost or expense incurred by resulting from you engaging in any of the prohibited activities listed in these Terms.

Fair Use Policy

54. To ensure the best experience for all users, we reserve the right to slow, limit, cease access or shape particular traffic types if you materially exceed the average residential usage amount. If you consistently breach this Fair Use Policy we may at our discretion request you to moderate your usage, offer you another plan, charge you for the excessive amounts or Terminate your Service (which may include charging you with all cancellation costs).

Prohibited Uses and Activities

55 You are not permitted to use the Service for any prohibited use which includes, but is not limited to, using the Service to:

- a) Undertake any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offence;
- b) Post, store, send, transmit, or disseminate any information or material which could be deemed to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- c) Access any other person's computer or computer system, software or data without their knowledge and consent; breach the security of another user or attempt to negate the user authentication or security of any host, Network, or account;
- d) Use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs or carry out unauthorised port scanning;
- e) Upload, download, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without the approval of the legal owner;
- f) Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- g) View, collect, forward or intercept email or other private communications not intended (by the sender) for you or attempt to do any of these things;
- h) Transmit or facilitate the transmission of unsolicited bulk or commercial messages or spam, forge, alter or remove electronic mail headers;
- i) Impersonate any person, entity or computer address, engage in sender address falsification, forge anyone else's digital or manual signature or perform any other similar activity;
- j) Alter, modify, or tamper with any hardware that may be provided as part of the Service;
- k) Interfere with the computer Networking or telecommunications Service to any user, host or Network, including, without limitation, denial of Service attacks, flooding



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of a Network, overloading a Service and attempts to "crash" a host; or

l) Violate the rules, regulations, or policies applicable to any Network, server, computer database or web site that you access.

Questionable Material

56. We reserve the right, but without having any obligation, to:

- a) Refuse to transmit or post and to remove or block any information or materials that we deem to be offensive, indecent or inappropriate, regardless of whether this material or its dissemination is unlawful; and
- b) Monitor transmissions or postings including e-mail, newsgroups, personal web pages (home pages) features made on the Service and to disclose, block, or remove them.

Copyright Infringement

57. We are required to comply with the Copyright (Infringing File Sharing) Amendment Act 2011.

58. Where we receive a notice from a copyright owner advising that you have illegally downloaded or uploaded copyright material we are required to send you a warning notice.

59. You have the right to contest a warning notice using the process outline in the notice. We will pass any relevant information back to the copyright owner, without passing any of your personal details unless you expressly ask us to do so.

60. If you receive three notices the copyright owner may apply to the Copyright Tribunal for an order against you.

Other Service Aspects

61. You must not use your dial-up Internet Service as a permanently connected circuit. We will, at our discretion, reset your connection to ensure that the dial Internet Service cannot be used in this manner.

62. You must not have more than one connection to our Services 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.

63. We are not responsible for forwarding e-mails sent to any account that has been suspended or Terminated and these e-mails will be returned to the sender, ignored, deleted, or stored temporarily at our sole discretion. In the event that we believe that any subscriber name, account name, or e-mail address on the our Service may be used for, or is being used for, any misleading, fraudulent, improper or illegal purpose, we reserve the right to block access to and prevent the use of the offending email account.

64. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other Terms and Conditions applicable to any particular newsgroups or provider of newsgroups. You are responsible for determining the policies of a given newsgroup before posting to it. We reserve the right to discontinue access to any newsgroup at our discretion.

65. As part of our Service, we may provide you with access to a personal web page. You are solely responsible for any information that you or others publish or store on your personal web page. We reserve the right to remove, block or

refuse to post or store any information or materials which we deem to be offensive, indecent or inappropriate regardless of whether this material or its dissemination is unlawful.

66. Even though we offer protection against spam and viruses, nothing is full-proof. We will not take any responsibility for damage to property or other losses, including loss of time.

Next Generation Voice Specific Terms

67. If you are provided a Service that includes or uses our Next Generational Voice platform ("NGV Service"), the specific Terms in paragraphs 67-75, shall apply to this part of the Service in addition to the general Terms.

68. The NGV Service requires the use of a broadband circuit to your premise. We commit to working to provide a reasonable level of Service quality; however the quality, speed and other factors arising from your choice of broadband type or provider may affect the NGV Service. We will not be responsible for issues created through the broadband Service you select.

69. The NGV Service requires equipment to be purchased and installed in your premise. We list acceptable equipment for use with the NGV Service. We do not supply, support or have a financial interest in the equipment that you purchase from a third party. Any rights or obligations you may have are between you and the equipment supplier, and does not affect your relationship with us.

70. If you are using a device that has not been certified by us with the NGV Service:

- a) We accept no responsibility for the quality of this Service, or provide any support for the device. Furthermore we may at our sole and absolute discretion disconnect your NGV Service without notice if the device use does not conform to our Network requirements;
- b) You will be solely responsible for setting up and maintaining your own hardware. This means that you must comply with all of the requirements outlined by us with regards to providing a correct media stream to us, and have the ability to accept calls from us. This includes, but is not limited to implementing correct dialing plan that ensures an emergency call can be connected and supplying a proper PSTN phone number as part of the information passed to us;
- c) We may suspend the NGV Service immediately without notice if you are found to be sending improper media streams, or we believe that your system integrity has been compromised;
- d) We may require you to undergo a testing programme to ensure call quality is maintained and that your device is correctly set up. This will occur before your system is connected to the Network, and we may request that a retest is undertaken if we believe that your system has been changed in such a way that it no longer meets the original testing standards. Failure to meet the test or retest requirements may lead to changes being required on your system (at your cost), Service suspension or cancellation; and
- e) Your Service will be deemed to be noncompliant for the purposes of the Emergency Service Code.

71. You will not change, impair, reverse engineer or otherwise affect the NGV Service. If you are found to have influenced or changed the Service characteristics in anyway the NGV Service may be suspended or cancelled without notice. The



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NGV Service will also be deemed to be noncompliant for the purposes of the Emergency Service Code.

72. As part of the NGV Service, you may be provided with a new telephone number or numbers. We will use our best endeavors to list the phone numbers provided in any telephone directories. The number is allocated to you based on where you are located.

73. You may elect, for a one off fee, to transfer an existing phone number or numbers across our Network to use with the NGV Service. VNGS will use all endeavours to make this transfer as easy as possible, however there may be a time in which no phone calls can be made or received.

Emergency Calling

74. The NGV Service supports Emergency 111 calling, however you should be aware that:

- a). There are a range of issues that may affect your ability to make 111 calls, including, but not limited to:
 - i. Service outages due to power failure or disruption will mean you are unable to make 111 calls, and will not be able to make 111 calls until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the equipment prior to utilising the Service, including 111 calling;
 - ii. Service outages or suspensions or disconnections of Service by your broadband provider or ISP, including VNGS, will prevent all Service, including 111 dialing, from functioning;
 - iii. Service outages due to disconnection of your account will prevent all Services, including 111 dialing, from functioning;
 - iv. Service outages due to your ISP or broadband provider, including VNGS, intentionally or inadvertently blocking the ports over which the Service is provided or otherwise impeding the usage of the Service may affect 111 calls;
- b) If your account is suspended, you can still make a call to emergency numbers;
- c) For each phone number that you use for the NGV Service, you must register with us the physical location where you will be using the NGV Service with that phone number. You need to keep this up to date should the details change. You can register a new location via our Website or contacting the Contact Centre. For purposes of Emergency Calling may only register one location at a time for each phone line you use with the NGV Service. If VNGS is required to provide this information to emergency Services, this will not constitute a breach of privacy; and
- d) If your Service is noncompliant, i.e. you are not using a certified device or have been found to make changes to your hardware without our prior approval, we will make all reasonable attempts to process Emergency Services calls, however we accept no responsibility or liability arising from emergency calls not being able to proceed due to how you have configured or set up your Service.

75. If you have any questions please do not hesitate to call our Contact Centre. If you are not comfortable with the limitations of the NGV Service with regards to Emergency Dialing Service, you should consider retaining an analogue line.

Other Terms

Assignment and Delegation

76. We may assign or transfer our rights and responsibilities under these Terms to someone else. We will give you written notice in advance if we intend to do this.

77. We may also subcontract the performance of any of our responsibilities under these Terms to anyone else.

78. You may not assign or transfer any of your rights or responsibilities under these Terms to anyone else without our prior written consent.

Terms Separately Binding

79. If, for any reason, any provisions of these Terms cannot be enforced or relied on by either of us, all other provisions remain binding.

Waiver

80. If for any reason we delay in exercising our rights that will not mean we have waived or given up our rights.

Termination

81. If you do not pay any of the invoices we send to you or you otherwise fail to meet your responsibilities to us we may Terminate our contract with you immediately without notice but the Termination of our contract shall not release you from any outstanding obligations or responsibilities you owe to us.

82. If you want to end our contract between us please contact us. Our contract will end and all charges will cease 30 days after you give us notice that you wish to end our contract provided you have paid us in full all outstanding amounts due to us.

83. On the Termination of our contract, we will cease providing our Services to you and all amounts which you owe to us will immediately become due and payable. We shall not be liable to you for any loss or damage suffered, or claimed to have been suffered, by you on or following Termination of the supply of our Services to you.

New Zealand Law Applies

84. These Terms are governed by New Zealand law and any claims made by you must be brought and heard in New Zealand.