

TERMS AND CONDITIONS FOR RESIDENTIAL SERVICES

If you are a **residential customer** of Snap then these **standard terms and conditions** apply to the use of our services. Additional terms may apply to some of our services. We will tell you when additional terms apply.

Sometimes we may make **special offers** which are subject to other terms. If you accept one of those special offers, then the **terms and conditions** of that offer **will also apply**.



1. ABOUT OUR SERVICES

1. We are not obliged to provide services unless we accept your service application. We have the right to decide to provide service, or not to accept any application for service.
2. Snap will use all reasonable efforts to ensure that the services are reliable and available at all times, and will use skill and care in doing so. However, because we rely on networks and equipment which we do not control, 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. If there is a problem with your service, please call our support centre on 0800 500638.
3. While we take all reasonable security precautions, the nature of telecommunications services mean that we cannot guarantee the confidentiality of any calls or transmissions you make using our services.
4. We will be responsible for determining the manner in which the services are to be provided.
5. We may vary the service(s) from time to time, or decide to stop providing a particular service. We will notify you prior to making the variation and will tell you about any substitute service we have available. Where the substitute service is inferior to the provided service, the Customer may terminate the Agreement through one month written notice.

2. USING OUR SERVICES

1. You must not use or permit our services to be used in any way which
 - Breaks any law
 - Infringes anyone's rights
 - Is malicious, obscene or offensive
 - Damages either the Snap network or that of any other operator
2. You must keep confidential any password or PIN number which is used by you to access our services and we recommend, for security reasons, that you change these on a regular basis. If we request, you must change your password or PIN in a timely manner.
3. You must comply with any reasonable restrictions we impose or directions we give regarding the use of our services.
4. You must ensure that all information you provide us is correct. If any information you have supplied to us changes, you must provide us with updated information as soon as possible.
5. You must notify us if you wish to terminate your Agreement or service(s).
6. You must not resell the service(s) to others without the express written permission of an authorised Snap representative.
7. You must immediately report any misuse of your services or disclosure of your account information.

3. USE OF INFORMATION AND CONFIDENTIALITY

1. You authorise us to collect, retain and use any information about you and/or the property which is the subject of the service(s) for the purposes of providing service(s) in the terms of this Agreement. Snap may also use the information we collect about you to obtain information about you from Credit Reporting Agencies for the purpose of credit checking where this may be required to provide services to you. You agree to us disclosing information about you to Credit Reporting Agencies for collection purposes.
2. You may decide whether to provide us any information. If you do not provide required information, we may not be able to provide the services to you.
3. Where you are a natural person, the authority under clause 4.1 is an authority or consent for the purposes of the Privacy Act 1993.
4. We may record or monitor calls between us to verify information and for staff training purposes.
5. You are entirely responsible for the confidentiality of any password(s) associated with your account(s). Furthermore, you are entirely responsible for any and all activities which occur under your account.
6. You agree that all intellectual property rights in the service(s) and any improvements or changes made by Snap to any service(s) belong to Snap.

4. CHARGES AND PAYMENT

1. You must pay our charges for the services we provide to you, regardless of whether you or someone else uses those services.
2. We will invoice you monthly for services we provide. Fixed charges are payable in advance. Usage-based charges (such as toll calls and excess Internet data) are payable in arrears.
3. Any monthly usage rights that remain unused at the end of any given month may not be carried over to later months.
4. You must pay each invoice by the due date advised on the invoice. You may not withhold money you believe you do not owe us nor offset sums that we owe you.
5. If you do not pay a bill by the due date, we may suspend or restrict services until all due payments are made, or may terminate the services.

4. Network charges will still apply during the period of any suspension.
5. We may, at our discretion, impose a credit limit on your account.
6. If you breach any term of this agreement and we incur costs as a result, you must pay those costs on demand.
7. Any expenses, disbursements and legal costs incurred by us in the enforcement of any rights contained in this Agreement shall be paid by the Customer, including any reasonable legal fees or debt collection agency fees.

5. INTERNET SERVICES

This section applies if we provide Internet access service to you

1. You are responsible for downloading to your computer any email that you wish to keep. We may, without notice to you, remove any email that remains on our servers for more than 90 days.
2. You must not knowingly transmit any worms or viruses or use our service in a manner which is likely to damage or compromise the security of either the network of Snap or that of any other party.
3. You must use our service in a reasonable and responsible manner and in accordance with established "netiquette"
4. 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.
5. If you use our virus filter then you acknowledge that the service works by endeavouring to prevent our mail servers from forwarding contaminated emails to the recipient. However, we cannot guarantee that the service will prevent all viruses from being forwarded.
6. Any static IP addresses provided for use by the Customer under this Agreement remain the property of Snap.
7. Plan speeds refer to the maximum speed – actual speed depends on a variety of factors.

6. PHONE NUMBERS

This section applies if we provide telephone services to you

1. The phone numbers that you are assigned remain the property of Snap and does not become the property of the customer.
2. We may need to change your phone number from time to time, if so, we will give as much notice as possible. We will not be liable for any costs which you or anyone else may incur as a result of such a change.
3. You will advise Snap if you wish your phone number(s) to appear in the Telecom White Pages directory. If you do not instruct us to publish your phone number in the directory, it will not appear.
4. 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.

7. SUPPLY OF EQUIPMENT

This section applies if we provide equipment to you in connection with the provision of services.

1. We will ensure that the equipment provided will be of a suitable quality and will be fit for the purpose for which it is provided and will determine the specific make and model of the equipment.
2. Where we dispatch equipment to you, a delivery charge may apply.
3. You acknowledge we have supplied to you any equipment specified in your application form.

8. CONSUMER GUARANTEES ACT

1. You may have the benefit of statutory guarantees under the Consumer Guarantees Act 1993. Unless you use, or hold yourself out as using, the services for the purposes of a business, nothing in these terms and conditions will limit or exclude your rights under the Act.

9. LIABILITY

1. Subject to Clause 9 and except expressly set out in these terms, Snap excludes any liability of any kind (whether in contract, tort (including negligence), equity or otherwise) to you or anyone claiming through you, relating to loss of profits or revenue, interception of data or unauthorised access to your information, loss or corruption of data, lost business or missed opportunities, wasted expenditure or savings you may have had, or any form of indirect or consequential loss whatsoever arising from your use of the equipment or services.

2. 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) in the following circumstances:
 - If any of our services are not available at any time or are faulty
 - For any delay in commencing the provision of services
 - If any software or equipment we supply does not operate correctly
 - For any error in any directory listing which we arrange
 - If your computer, or computers, become affected by any virus or worm.
3. We are not liable to you for any fault in or non-provision of services caused by an event beyond our reasonable control
4. If you use another service provider's services during the period when our service is not fully operational, we are not liable to pay any amount you are charged by that service provider. 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.
5. If we are held to be liable to you for any reason, then our liability to you is limited to an amount equal to our average charges to you for one month in respect of any single event or related series of events and to a maximum amount equal to our average charges to you for a three month period in any one year.

10. CANCELLATION

1. If you have agreed to use a service for a fixed period, then you must do so. If an early termination fee is specified in your contract, then you can terminate the service during the fixed term by giving us thirty days written notice and paying the early termination fee.
2. 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 thirty days written notice. Where you wish to terminate a service you must do so in writing to your Account Manager.
3. We can terminate the provision of any service to you with thirty days written notice if a third party service provider or carrier does anything that prevents us from supplying that service to you on a commercially viable basis.
4. 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.
5. 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.

11. WARRANTIES

1. No representation, condition, warranty or promise expressed or implied by law or otherwise applies to services except where expressly stated in this agreement.
2. Snap will pass on to the customer the benefit of any warranty given by its suppliers or a third party such as the manufacturer where the goods are manufactured or supplied by a third party other than Snap.

12. NEW ZEALAND LAW APPLIES

1. 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.

13. FORCE MAJEURE

1. Neither party is liable to the other for failing to meet its obligations under this agreement except as specified in clause (next clause) to the extent that the failure was caused by an Act of God or other circumstance beyond its reasonable control. However, where a party has been unable to perform its obligations for a period of sixty days or more, the other party may give notice in writing to the first party.
2. Nothing in clause (above clause) shall excuse the Customer from any obligation to make payments of sums owing to Snap with those sums are due and owing to Snap under this agreement.

14. CHANGING THE TERMS AND CONDITIONS

1. We may change these terms at any time by giving you thirty 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.

15. NOTICES

1. If you wish to notify us of anything you can do so by writing to us at PO Box 8540, Riccarton, Christchurch or by calling us on 0800 500638. We may require you to confirm in writing any advice you give us by phone.
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.
3. Any notice delivered personally or sent by facsimile or email after 5.00pm on a working day or any day that is not a working day will be deemed to have been received on the next working day.
4. If your contact details change you must advise us of the new details as soon as possible.

17. ENTIRE AGREEMENT, VARIATION AND NON-WAIVER

1. This agreement contains all of the terms, representations and warranties made between Snap and the Customer and supersedes all prior discussions and agreements covering the subject matter of this agreement.
2. No variation or waiver of any provision of this Agreement shall be recognised or binding on Snap unless it is in writing and signed by an authorised representative of Snap.
3. Failure or delay by Snap to enforce any of the terms and conditions contained within this agreement shall not be deemed to be a waiver of any of the rights or obligations Snap has under this agreement.
4. If any provision of this agreement shall be invalid, void, illegal, or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
5. The customer shall not assign all or any of its rights or obligations under this Agreement without the written consent of Snap. Snap reserves the right to transfer our rights and obligations under this Agreement to anyone else. We will notify you if we do so.