

Commercial Terms and Conditions

Rheel Electronics (GetRheel)

STANDARD TERMS FOR COMMERCIAL CUSTOMERS

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Terms for Commercial Customers

These standard terms and conditions apply to all commercial customers of GetRheel

Our Services

Our aim is to provide you with high quality services which are available at any time. However the nature of our services means that we cannot promise that they will always be available or working properly without interruption. We also cannot guarantee they will be secure, private and free of virus or other harmful features. This is largely because our services rely on networks and equipment which we do not control.

We will attempt to fix any problems with our service as soon as possible. If you experience problems with our service, please contact us on 0508 273-783. We will try to address the problem in a way which is satisfactory to you.

GetRheel reserves the right to inspect the content and material in your files, e-mails, postings or website to ensure compliance with this Agreement or any laws, regulations or code applicable to this Agreement, to your material or to the use of the Service. In the event of any breach or any alleged breach of the above, GetRheel will be entitled to permit any relevant authority to inspect the same.

Paying for our services

You agree that you are solely responsible for all use of the services and you must pay our charges for the services we provide to you, regardless of whether or not you are the person who uses them.

You can get details of our current charges either from our website www.getrheel.co.nz or by calling 0508 273-783. All charges displayed and Services offered are subject to change without notice. It is your responsibility to check all applicable charges regularly for changes.

You must pay each bill by the due date for payment set out on it. The amount payable is based on our records of your use of the Services. If you feel your bill is incorrect then please contact us before the due date and we will investigate. However, unless we notify you in writing to do otherwise, you must pay the full amount by the due date for payment. You must not set-off or deduct any amount in any other circumstances. If we agree that there is a mistake, we will adjust your next bill following our agreement to this.

Some of our services are offered as Prepaid services. If you subscribe for these services you must pay for them in advance. For other services, unless we agree otherwise, we will bill you monthly, although we may not send you an account for fixed charges such as internet access charges where a direct payment arrangement is in place. You must pay our charges by the due date, which will be two weeks after the billing date.

If payment is not made by the due date the Company shall be entitled (without prejudice to any other right or remedy available to it) to charge interest at a rate of 5% above the ANZ Banking Group Limited commercial overdraft base rate.

The Customer agrees to pay all debt collection costs and legal fees incurred in obtaining any overdue amounts.

We may withhold, suspend, restrict or terminate any Service we provide for you if your payment is overdue.

Your responsibilities

You agree:

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to comply with all Separate Terms applying to your use of our Services

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to ensure anybody using the Services we provide to you meets their responsibilities.

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make sure all information you give us is current, correct, complete and provided in a timely fashion

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to be responsible and liable for any use by any other person (authorised or unauthorised) of the Services we provide to you or under your Account, including any charges incurred.

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to follow the instructions we give you and comply with any restrictions we impose regarding your use of our services

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to keep any password or security code which relates to our services confidential

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to notify us immediately if you believe that someone else has discovered your password or security code or has made any fraudulent use of the services we provide to you

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to notify us immediately of any change of your address or phone number.

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to use an up-to-date virus-scanning program on all material downloaded from the Internet

You agree not to use our services:

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in a way which breaks any law or infringes anyone's legal rights (such as copyright)

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to obtain unauthorised access to anyone's system

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in a way which could cause physical or other damage to anyone's system

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in a way which is offensive, abusive or is likely to be a nuisance to someone else, including sending unsolicited emails, collecting or transferring personal data on individuals without their consent or anything in breach or relevant privacy laws.

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to create and/or introduce or permit the introduction of any virus, worm, Trojan horse, cancelbot or other destructive or contaminating program to the Internet.

Internet Services

In relation to our internet services:

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you must not use your account to access the internet from more than one machine at any one time

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you must remove your email from our mail server promptly (within 3 months of our servers receiving it) and keep space used by your files on our system to a reasonable level (maximum of 5MB). If you do not regularly remove your email or it builds up to an unreasonable level we can remove it ourselves and will store it for a period of 1 month after which it will not be recoverable.

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you must not use a flat rate account as a permanent internet connection

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to ensure access to the internet is available to all our customers on a fair basis, we can disconnect you if you have been continuously connected for more than 3 hours (but if we do that, you will be able to re-connect immediately as long as your account is not overdue).

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If you use our virus filter then you acknowledge that that 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 (for example, it may not identify new viruses) and the service will not filter out viruses that do not pass through our mail servers (such as viruses contained on "Hotmail" or contaminated disks). Because of this we recommend that you install anti-virus software.

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you acknowledges that the Internet contains material, which may be offensive. If you view, post, publish, transmit or download offensive material you do so at its own risk of prosecution.

Privacy

From time to time you may give us personal information, such as your address and other details. If you do not give us this information we may not be able to provide you with services. Personal information about you may also be generated as a result of your use of our services.

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

You agree that we can use your personal information (and provide it to appropriate third parties) to:

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provide services to you

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bill you

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recover overdue accounts

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keep you informed about our services and those of our selected business partners(unless you have advised us that you do not want to receive this information).

You can at any time make a written request to see any personal information that we hold or to ask us to correct any mistakes in that information. You acknowledge that neither the Internet nor the Server is secure and accordingly GetRheel cannot guarantee the privacy of any of your information.

Our liability to you

To the maximum extent permissible in law you accept the Services without any warranty of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for purpose, title or non-infringement. You acknowledges that it is acquiring the Services for the purposes of a business as defined in the Consumer Guarantees Act 1993 and that the provisions of that Act shall not apply to the Services provided by GetRheel pursuant to this

Agreement.

You acknowledge that the information, software or other material accessible over the Internet via the Services may contain viruses, worms, Trojan horses, cancelbots or other harmful or destructive components. To the maximum extent permissible in law GetRheel shall have no liability in respect of any such harmful or destructive components.

To the maximum extent permissible in law GetRheel shall not be liable under any circumstances, for any loss or damages (whether direct, indirect or consequential) which result or may result from your use of the Services, your access to the internet or from any reliance on or use of information, services or goods purchased on or through the Services or the internet.

If, even though we have excluded our liability, we are held to be liable to you for any reason, then our liability is limited to a maximum of \$5,000 for any event (or series of related events) and to a maximum of \$10,000 in any year.

you will be responsible for obtaining and maintaining your own equipment, software and communications equipment, including any public lines or wireless technology required by you to properly make use of the Services ("User's Equipment"). GetRheel has no responsibility for or liability in respect of your Equipment.

GetRheel is not liable to you or any other party who may access the Services on your behalf, with or without your consent, for any act or omission of any other entity furnishing products or services which are required by you to use the Service. GetRheel will not be liable for any damage or loss due to the acts, omissions or negligence of you, or for the failure of any products or services provided by you or any third party in connection with the use of the Services.

GetRheel is not responsible in contract or in tort for the unauthorized access to, or alteration, theft or destruction of emails, files, programs, or information of you by any person including by accident or by fraudulent means, even where such access occurs as a result of GetRheel's negligence.

GetRheel will not be responsible to you or to any other user if changes in any of GetRheel's facilities, operations, procedures, products or the Services or Server render your Equipment or software obsolete, require modification or alteration to your Equipment or software or otherwise affect performance of your Equipment.

Liability of other people

You agree that these people are not liable to you in relation to our services:

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Our employees, contractors, officers and agents

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Any network operator or other person whose services we use to provide services to you (or any of their employees, contractors, officers and agents).

Indemnities

you shall indemnify and keep indemnified at all times GetRheel against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements), incurred or paid by GetRheel directly or indirectly in respect of:

(a) access to and/or use of the Services or the Internet by you or any person on its behalf;

(b) any information, data or material produced, transmitted or downloaded by you or on its behalf;

(c) any breach by you or by anyone acting on its behalf of any of the provisions of this Agreement or of any law, code or regulation relating thereto, to the Internet or to you.

Ending this agreement

There is no minimum term and this agreement can be ended calling customer services on 0508 273-783. You must give us 30 days notice for termination of this agreement.

We can end this agreement immediately if you do not meet your obligations under this agreement. GetRheel can also terminate this agreement without notice if it discovers that anyone using the services has been creating and uploading any offensive material. Otherwise we can end this agreement by giving you 30 days' notice. We can also suspend or restrict your ability to use our services without ending this agreement if we believe that you have not met your obligations under this agreement,

However this agreement is ended, you will still have to pay our charges for the services we supplied to you before the agreement ended. If on termination you have a credit balance in your account we will refund that balance to you on request. However no refund is payable of balances relating to:

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the purchase by you of a Prepaid service, where you have not used all or part of the prepaid amount; or

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payments you have made where you have agreed to use our services for a set period, but wish to terminate during that period.

GetRheel will be entitled to terminate this Agreement on 30 days notice if it is no longer in the business of providing the Services.

In the event of termination of this Agreement by GetRheel pursuant to you not meeting your obligations under this agreement or from the creating or uploading of; offensive material, GetRheel will retain all payments made hereunder and deny you access via the Services to any material or data stored on the internet. you shall immediately pay to GetRheel an amount equivalent to all payments which would have been due over the remainder of the period of the Agreement had the Agreement not been terminated.

You undertake that within seven (7) days of the date of expiry or termination of this Agreement for whatever reason, you shall remove from your Equipment any software or other GetRheel material transferred and/or stored during the period of this Agreement.

New Zealand law applies

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.

Contacting each other

If you need to contact us for any reason you can do so by calling customer services on 0508 273-783.

If we need to notify you of anything we can do so:

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by email to you if you are an internet customer, or a phone customer who has supplied us with an email address; or

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by post; or

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by phone; or

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by a notice on our website (www.getrheel.co.nz); or

You are deemed to have received any notice which was sent to your last known email or postal address so if you address has changed, you must notify us of the new address in writing or by email.

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall be in writing and shall be delivered in person, sent by registered mail, properly posted prepaid and in an envelope properly addressed or sent by facsimile or e-mail to you at the address or number you provide us in writing or to GetRheel as follows:

156 North Parade

Burwood

Christchurch

Fax: 03 386-3071

Email: info@rheel.co.nz

or to such other address, facsimile number or e-mail address as may from time to time be designated for the purposes of

this clause.

Transferring the agreement

We can transfer some or all of our rights and obligations under this agreement to someone else. We will tell you if we do this.

Neither this Agreement nor the benefit of the software or services may be assigned or transferred in whole or in part, to any party without the prior written consent of GetRheel. No permitted assignment shall relieve you of your obligations pursuant to this Agreement.

Changing these terms

We can change these terms at any time. We will notify you of any change before it comes into effect.

Waiver

No waiver by GetRheel of any of your obligations under this Agreement will constitute a waiver of any other obligations expressed or implied in this Agreement.

Agreement

This Agreement embodies the entire understanding of the parties in relation to the matters referred to.

Severability

If any provision of this Agreement is invalid or unenforceable the remaining provisions will not be affected and will continue in full force and effect.

Variations

GetRheel reserves the right to vary this Agreement at any time by publishing revised terms and conditions and notifying you by email of such variation provided that no such variation shall be made unless it is made to the terms and conditions of substantially all users of the services that are at the time of change subject to the same terms. If you do not wish to be bound by the revised terms and conditions, it shall notify GetRheel of its objection within 7 days of the email notifying you of the variation having been sent. You shall be entitled to terminate this Agreement without penalty on notifying GetRheel of its objection.