

# Residential Terms and Conditions

Rheel Electronics (GetRheel)

STANDARD TERMS FOR RESIDENTIAL CUSTOMERS

Our Services

Paying for our services

Your responsibilities

Internet Services

Privacy

Our liability to you

Liability of other people

Ending this agreement

New Zealand law applies

Contacting each other

Transferring the agreement

## Changing these terms

### Terms for Residential Customers

These standard terms and conditions apply to all residential 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 the User's files, e-mails, postings or website to ensure compliance with this Agreement or any laws, regulations or code applicable to this Agreement, to the User's 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 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](http://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.

If you do not comply with these obligations, and we incur costs as a result, then you must pay those costs. In addition, we can remove from our server any material which we consider breaches these terms.

## 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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The User acknowledges that the Internet contains material, which may be offensive. If the User views, posts, publishes, transmits or downloads offensive material it does 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. The User acknowledges that neither the Internet nor the Server is secure and accordingly GetRheel cannot guarantee the privacy of any of the User's information.

#### Our liability to you

As a residential customer you have rights under the Consumer Guarantees Act and this section does not limit those rights.

To the extent that the law allows us to do so, we exclude all other liability to you in connection with our provision of services to you.

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.

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

#### Ending this agreement

There is a minimum term of 3 months and this agreement can be ended by calling customer services on 0508 273-783. You must give us 30 days notice for termination of this agreement. An early cancellation fee of \ \$20.00 will apply to early cancellation of accounts.

We can end this agreement immediately if you do not meet your obligations under this agreement. 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.

#### 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](http://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.

### 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.

### Changing these terms

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