

BLUEDOOR

Terms & Conditions

1. Our agreement

These **BLUEDOOR** Customer Terms and Conditions ("Customer Terms") apply to all of the goods, products, or services of any kind of **BLUEDOOR** (referred to in these Customer Terms as "Blue Door ", "we", "us" or "our") provides.

If you have a **BLUEDOOR** broadband connection then you will need to read these Customer Terms which govern our contractual relationship with you for the provision of **BLUEDOOR** Service(s)" on our network.

The **BLUEDOOR** Services are provided to you for your own legitimate uses as described under these Customer Terms.

2. Changes to these Customer Terms and our charges

We may change these Customer Terms by changing or removing existing terms, or by adding new ones at any time. Changes may take the form of completely new terms. If we consider that any change will have a material detrimental effect on you we will give you at least 10 working days' notice of the change. In all other cases we will try to give you notice of any change and/or publish the change on our website. Your continued use of our services after changes have been notified to you in this way indicates your acceptance of those changes.

We may also change our charges from time to time. Where we increase any charges for any of the **BLUEDOOR** Services, we will provide you with a minimum of 10 working days' notice or wherever possible one month's notice of these changes. We will not change any charges during your initial 12 month contract term.

We may also decide to stop providing any, or any part of, our services to you. If we do this, we will try to give you a minimum of 10 working days' notice or wherever possible one month's notice before we stop providing the Service. The agreement you have with us will remain in place.

3. Connection and Installation

BLUEDOOR will be required to install a **BLUEDOOR** broadband connection, which we provide to you for an installation fee. Our standard connection requires a home visit.

In some cases you will require a non-standard installation to use the **BLUEDOOR** Service and there may be additional charges for this. A technician approved by **BLUEDOOR** will visit your home to carry out the installation. We reserve the right to reject requests for non-standard installations on a case by case basis.

If you decide to cancel your **BLUEDOOR** Connection Request, through no fault of ours or the installer, after we have accepted your order and have been provided an installation date, we may charge you a cancellation fee.

All **BLUEDOOR** equipment will remain the asset of **BLUEDOOR** and will be collected on an agreed date after cancellation of your service.

4. Speed

BLUEDOOR Broadband is not available in all areas and speeds do vary. Factors which impact on speed include your computer's capability, internal wiring, Wi-Fi, interference from electrical devices, the location and quality of the websites you choose to view, and any software you may have downloaded. The day-to-day performance will also be affected by the number of users in your household and also on our network or the network of third parties that we use to provide the service to you.

We do not guarantee any speed nor do we guarantee our services are fit for any purpose other than internet connection.

5. Router

A 3G/4G router will be provided to use the **BLUEDOOR** Broadband Service, and will remain an asset of **BLUEDOOR**. If you want your **BLUEDOOR** Broadband Service transferred to a new house, you will have to pay for any non-standard connection and installation required. We cannot guarantee that **BLUEDOOR** will be available at your new house.

6. Charges

Charging for **BLUEDOOR** services is calculated on a monthly basis. Your first payment will be taken from your nominated credit or debit card on the day of your connection in accordance with the plan you have signed up with, and on the first business day every month following. Your first month's payment will be prorated for the number of days remaining in that month.

If your payment fails (e.g. due to credit card expiry, no available funds, etc) we will attempt to take payment 2 days later. If this fails, then your account will be suspended for 5 days, giving you an opportunity to update your credit card, but without access to the rest of the internet, before one final attempt will be made. If this also fails your **BLUEDOOR** service will be disconnected. You will still be liable for all outstanding fees.

All costs incurred in the recovery of overdue funds, including but not limited to debt recovery costs and legal fees may be added to the balance of your account.

7. Telephone Numbers and Number Portability

We or another Telecommunications Service Provider may allocate telephone numbers to you to enable you to use the Services. Allocation of telephone numbers does not confer any ownership rights in those telephone numbers and you may not transfer those numbers to anyone else.

If it is necessary for **BLUEDOOR** or another Telecommunications Service Provider to do so for operational or other reasons, we reserve the right to change or require the change of any telephone number allocated to you. In such an event, we will give you as much notice as is reasonably possible of our intention to do so. You may Port the Phone Number to another Telecommunications Service Provider. If you wish to do so, you must contact the Telecommunications Service Provider to whom you wish to Port and you will be responsible for completing the Porting requirements of that Telecommunications Service Provider. We will comply with our obligations under the "Terms for Local and Mobile Number Portability" in relation to the Porting of the Phone Number to the other Telecommunications Service Provider. You will be responsible for all costs associated with Porting the Phone Number (including any applicable early termination charges owed to us).

We may be required by law, under contracts with other Network Operators or for other reasons to change the Phone Number(s). We will do our best to give you notice of any change required. We will not be liable for any costs, which you, or anyone else, may incur as a result of such change.

If you or we disconnect your connection(s) to the Services, and you have not ported or otherwise transferred the Phone Number(s) prior to disconnection, we may reallocate the Phone Number(s) to another customer.

8. Tolls

Without limiting any other provision of this Agreement, you acknowledge that the provision of any toll service provided by **BLUEDOOR** may be dependent upon other Network

Operators' fixed lines network and related infrastructure, and that we will at no time be liable to you for any failure on the part of any other Network Operator.

From time to time, and due to technical constraints, which flow from the use of other networks, **BLUEDOOR's** tolls service may not allow certain functions or facilities to be accessed or used, or the use of such functions or facilities may be impaired. We will endeavour to inform you of any such limitations by publishing the same on **BLUEDOOR** website or by some other means. We will at no time be obliged to rectify such limitations or find a workaround solution to such limitations (even though we may endeavour to do so if requested), and at no time will we be liable to you in relation to such limitations.

9. Changing, withholding, suspending, restricting, replacing or terminating Services

We may, at our sole discretion, change, withhold, suspend, restrict, replace or terminate any of our **BLUEDOOR** Service where, for example, systems or the network are being maintained or otherwise worked on, unavailable or must be protected, to manage network traffic or access to network services (for example, to manage peer to peer traffic types), to improve functionality and the user experience of the **BLUEDOOR** Broadband Service, or for any other reason we think makes it necessary or desirable to do so.

In most cases, normal charges continue to apply during the suspension or restriction of any **BLUEDOOR** Broadband Service.

Where we have changed or replaced an existing **BLUEDOOR** Broadband Service, your use of the changed or replaced **BLUEDOOR** Broadband Service will show your acceptance of it (and any terms and conditions relating to it), in place of the changed or replaced **BLUEDOOR** Broadband Service (and terms and conditions).

You acknowledge that we reserve the right to suspend, sign out, disconnect, terminate, or delete your **BLUEDOOR** Broadband accounts (including sub accounts) or any communication session for any particular **BLUEDOOR** Broadband Service that is "inactive" for a period of time. "Inactive" means that you have not used a particular **BLUEDOOR** Broadband Service for a period of time, as determined by us, in our sole discretion.

10. Ending the Agreement

You may terminate the agreement by emailing a message to Mark@Bluedoor.nz and the agreement will end one month after notice period has been given.

You may also be liable for charges in relation to any equipment that has been provided to you by **BLUEDOOR** for the use of the **BLUEDOOR** Broadband Service. For services where there is no fixed contract term service may be terminated by either of us, on giving the other one month's notice.

In addition to our rights outlined above, we may terminate our agreement with you immediately without notifying you if we believe you have not met your obligations under these Customer Terms. We may also suspend or terminate our agreement with you without notifying you in advance where:

- * your use of our services is unusual;
- * you are, or are likely to become, insolvent or bankrupt or a receiver or manager is appointed over any of your assets or a resolution for liquidation is proposed or passed in respect of you;
- * the **BLUEDOOR** Broadband Service is not available to you (for any reason).

Upon termination all payments due by you to us will be immediately payable, and you agree to pay **BLUEDOOR** all such amounts immediately upon demand.

No refund is given on monthly fees paid in advance, where you terminate a service part way through the period for which you have paid.

Certain rights and obligations will continue after the termination of these Customer Terms.

These include, but are not limited to, the payment of outstanding amounts and the return of any **BLUEDOOR** equipment.

We may terminate our agreement with you immediately if we believe you have not met your obligations under these Customer Terms. We may end our agreement with you for any other reason by giving you at least one month's notice.

Upon termination all payments due by you to us will be immediately payable, and you agree to pay **BLUEDOOR** all such amounts immediately upon demand.

11. Our disclaimers relating to Internet

Availability of **BLUEDOOR** Broadband Services - The configuration of your computer, device, systems server or other communication equipment ("Systems") you use to receive our **BLUEDOOR** Broadband Service may affect, not only your use of our **BLUEDOOR** Broadband Service, but our provision of it. For example, certain SMTP service configurations leave you vulnerable to relaying spam; spam may overload our systems.

Our **BLUEDOOR** Broadband Service will only be delivered to your relevant Systems when you have the required connection to receive the **BLUEDOOR** Broadband Service and will be subject to any service availability limitations and any functionality limitations of your Systems.

Content disclaimer - We do not and cannot in any way supervise, edit or control the way in which you or other end users use the content, information or other material accessed through the **BLUEDOOR** Broadband Service we provide to you.

You acknowledge and agree that we will not be held responsible in any way for the content, information or other material accessed or provided by means of our **BLUEDOOR** Broadband Service. You are responsible for all content, information or other material that you upload, download, post, email, or otherwise transmit, access or make available through the use of our **BLUEDOOR** Broadband Service.

We have not reviewed all or any of the sites linked to the **BLUEDOOR** Broadband Service and we are not responsible for the content of any of those sites.

Third party infrastructure, systems and services - The **BLUEDOOR** Broadband Service may be partly delivered to you using other providers' infrastructure and systems. We are not liable or responsible for anything which occurs as a result of other providers' infrastructure and systems.

Many of the products and services offered for sale or advertised on, and much of the information provided in connection with, our websites and other services, are the products, services and information of third parties. Third party products, services and information are not provided or endorsed by us and your legal relationship is with the third party supplier. We have not checked the accuracy or completeness of the information or the suitability or quality of the products and services of the third parties. You must make your own inquiries with the relevant third party supplier directly before relying on the third party information or entering into a transaction in relation to third party products and services supplied by means of our **BLUEDOOR** Broadband Service. You should check with the third party supplier whether there are additional charges and terms which may apply.

12. Data usage

The **BLUEDOOR** Broadband Service does not have data caps. However, the **BLUEDOOR** Broadband Service is only for residential or small business purposes. It is not intended for high usage business purposes, running server farms, or the like. We expect you to use the **BLUEDOOR** Broadband Service in a responsible and fair manner so that your use of the **BLUEDOOR** Broadband Service does not impact other customers. When using the **BLUEDOOR** Broadband Service you should take into account:

The effect your use of the **BLUEDOOR** Broadband Service may have on networks, equipment and other parties; and Compliance with "etiquette" and internet conventions; and The fact that such use must not interfere with the availability of any of the services to others or any other services offered by us and other internet providers and carriers to others.

Illegal Uses - You must not use the **BLUEDOOR** Broadband Service in ways that constitute criminal or civil breaches of any statute, regulations, government requirements or any other law (including general or common law) of any country. Those breaches include, without limitation, breach of intellectual property rights (such as copyright, trademarks, patents, trade secrets and confidential information); defamation; breach of obscenity laws and laws as to objectionable publications, such as pornography and hateful materials; fraud; theft; misappropriation of money, credit card details or personal information; breaches of privacy obligations; and breaches of trade practices legislation, examples of which are the Fair Trading and Consumer Guarantees Acts (New Zealand).

Security and Protection of the Network - You must not use the **BLUEDOOR** Broadband Service to breach, or attempt to breach, the security and operation of any network, equipment or any other system. This includes: hacking, cracking into, monitoring, or using systems without authority; scanning ports (including scanning for open relays); improper configuration of mail servers and FTP servers enabling distribution of spam or unlicensed material by others; interference of service to any user or network (or activities that might encourage such interference by others) including mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks; denial of service attacks or activities which might encourage denial of service attacks by others; unnecessarily excessive traffic (including excessive pings); distributing viruses, or other harmful material or software; any communications across the services which do not accurately identify (or disclose in a manner that is misleading) addresses, headers, names and other relevant details; and using our network in any way as a staging ground for any of those breaches or to disable or "crack" other systems.

Industry Codes - You must not use the **BLUEDOOR** Broadband Service in a way that breaches any material standard, code and content requirements produced by any relevant authority or industry body.

Threats - You may not use the **BLUEDOOR** Broadband Service to transmit content of a threatening nature including threats of death, physical harm and defamation.

SPAM - Sending spam is not permitted.

13. Service Reliability

BLUEDOOR is unable to provide specific performance guarantees, however we are committed to providing consistent and reliable internet services.

While we always strive to provide a consistent service, there are a number of factors that influence reliability of our **BLUEDOOR** services. For this reason, we do not guarantee connection speed bandwidth, latency (delay) or bit rate through the network that we use to provide our **BLUEDOOR** services at any one point in time.

As the **BLUEDOOR** Broadband Service can occasionally go down, you should take this into account when choosing this product and what you will want to use it for. We cannot guarantee how quickly we can arrange for resolution of any problems with the provision of our **BLUEDOOR** Broadband Service.

BLUEDOOR Broadband Service is not designed to support commercial grade use and quality of service (QoS) for VoIP or similar services.

14. Support

The stability and performance of your **BLUEDOOR** Broadband Service can be affected by a number of potential faults. A fault can commonly originate from the network, your modem, or your computer.

Support for **BLUEDOOR** Broadband Service is 0800 **BLUEDOOR**.

Faults can be raised by sending a message to our email support@bluedoor.nz

15. Compensation and Liability

The Consumer Guarantees Act 1993 - As a consumer customer you have rights under the Consumer Guarantees Act 1993 and this clause does not alter those rights. However, if you use our services for business purposes (or have told or represent to us you will do so) then you agree that that Act does not apply to the Services we provide you.

No representations - Except to the extent specifically stated in these Customer Terms or by law, **BLUEDOOR** and any of our related companies ("related company" has the meaning set out in section 2(3) of the Companies Act 1993) and our and their respective officers, employees, contractors, agents and suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful features, or accuracy of information, the services or other materials provided to you, which are provided "as is" without warranty of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement of the rights of any third party.

Disclaimer and exclusion - To the fullest extent permitted by law, you agree that **BLUEDOOR** will not be responsible for un-authorized access to or alteration of your communications or data, any material or data sent or received or not sent or received, any transactions entered into through use of the **BLUEDOOR** Broadband Service or our websites, any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You also agree that **BLUEDOOR** is not responsible for any content sent using, or included in, our **BLUEDOOR** Broadband Service or websites by any third party.

To the fullest extent permitted by law, in no circumstances (including those circumstances set out above) will we be liable to you or any third parties for any loss of data, revenue, profits or lost business or any indirect, incidental, consequential, special, punitive or exemplary damages or losses which you may incur as a result of anything we have done or not done, or otherwise in connection with **BLUEDOOR**, the **BLUEDOOR** Broadband Service, the internet or communications network generally, or your use of any of them, regardless of the type of claim or the nature of the cause of action, even if we have been advised of the possibility of damage or loss.

Limited compensation - To the extent you incur actual and reasonable out-of-pocket expenses (of a nature not expressly excluded in the above provisions) as a direct result of us failing to meet our obligations to you, we will refund those expenses to you up to a limit of the lesser of:

an amount equal to our average monthly charge for the affected **BLUEDOOR** Broadband Service or for the separately identifiable component of a service (if only a component rather than the whole service is affected) over the previous six month period from the date on which our failure first occurred; and the maximum amount set out below in this clause 13: and to be entitled to the remedies set out in this clause 13, you must give us details of our

failure and provide satisfactory proof of the expenses you have incurred as a result of our failure within three months of the date on which our failure first occurred.

No other remedy - You agree that this clause 13 sets out your sole and exclusive rights and remedies against **BLUEDOOR**, any of our related companies, our and their respective officers, employees, contractors, agents and suppliers in relation to any claims brought by you or any third party, whatever you are claiming for and however liability arises or might arise (whether out of contract, tort (including negligence), equity, breach of statutory duty or otherwise) and that none of us or any of them will be liable for any additional amounts or other forms of compensation, damages, loss, or expenses whatsoever.

Limitation - If we cannot rely upon the limitations, disclaimers and exclusions set out above, then the maximum combined amount we and any of our related companies, our and their respective officers, employees, contractors, agents and suppliers will have to pay to you and anyone else who uses Services we provide for you whether under your account, or otherwise (together) whatever you are claiming for and however liability arises or might arise (whether out of contract, tort (including negligence), equity, breach of statutory duty or otherwise) is:

\$5,000 for any event or for any series of related events;
a total of \$10,000 in any twelve month period.

Force Majeure - If we are prevented from carrying out any obligation in these Customer Terms by reason of any act of God, act of State, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstance beyond our reasonable control, we must endeavour to advise you of the existence of the circumstances and the expected duration of and the obligations affected by the circumstances. Our performance of these Customer Terms will, to the extent that it is made impossible by such circumstances, be suspended until such circumstances cease to exist.

16. Information about you

Your use of the **BLUEDOOR** Broadband Service, involves the collection by us of personal information about you, such as your email address, name, home or work address or telephone number. We may also collect demographic information, such as your age, gender, preferences, and interests. Information collected by us may be combined with information obtained by our related companies.

This information is used by us for the operation of the **BLUEDOOR** Broadband Service, to maintain quality of the **BLUEDOOR** Broadband Service, to provide general statistics regarding use of the **BLUEDOOR** Broadband Service and to assist us to deliver customized content and advertising to our customers.

Where possible, information will be obtained directly from you, but otherwise it may be provided from others (with your consent), or generated within or by the systems used to provide our **BLUEDOOR** Broadband Service.

You may decide not to provide information to us. However, if you do not provide it, we may not be able to provide our **BLUEDOOR** Broadband Service to you.

You may ask to see any information we hold about you and we will provide it as long as we have such information and can readily retrieve it. You may also ask us to correct any incorrect information we hold about you. We may charge you for the reasonable costs of retrieving and providing this information.

We may occasionally monitor telephone calls between existing and new customers and our personnel to help train our personnel to provide better customer service. We may also monitor communications between our customers and third parties to maintain and support

our systems and to safeguard the security and integrity of our services.

We may provide your personal information to our related companies, our contractors, credit reference and debt collection agencies, communications network operators and selected business partners to:

Provide our **BLUEDOOR** Broadband Service for you and others;

Recover money you owe;

Keep you informed of and conduct, sales and marketing activities in relation to services available to, or planned for, you from us and other people;

Exercise any lawful right we or any of our related companies, our contractors, credit reference and debt collection agencies, communications network operators and selected business partners has.

Although we may publish aggregated information relating to your use of the **BLUEDOOR** Broadband Service, such as usage patterns, we do not disclose information in a form that could reasonably be expected to identify you, without your prior permission.

Personal information collected in relation to your use of the **BLUEDOOR** Broadband Service may be stored and processed in New Zealand or any other country in which we or our related companies or agents maintain facilities, and by using our **BLUEDOOR** Broadband Service, you consent to any such transfer of information outside of New Zealand.

Disclosure of information - We may disclose information about you or your use of our websites and/or services without your prior permission if we have a good faith belief that such action is necessary to:

Conform to legal requirements (including, but not limited to, requirements in accordance with any applicable law, regulation or government request) or comply with legal process, or to help maintain the law;

Protect our rights or property or those of our related companies;

Enforce our Customer Terms;

Act to protect the interests of our, or our related companies, customers or others.

We do not sell, rent or lease our visitor or customer information to third parties.

17. Transferring our responsibilities

We may transfer to someone else all or any part of our side of the agreement you have with us. This agreement is personal to you and you may not transfer this agreement or any benefit or obligation of it to any other person. If you are a business or company and your effective management is changed in any way, this will be treated by us as a transfer of this agreement and we will be entitled to end it.

18. Severability

Each term of this agreement is separately binding. If for any reason any term is not legally effective all other terms shall remain binding and we can replace the term that is not legally effective with a term of similar meaning that is lawful and effective.

19. Waiver

A failure or delay by you or us to enforce any rights or powers under this agreement shall not operate as a waiver of that right or power. A waiver of any breach of this agreement shall not be deemed to be a waiver of any other or subsequent breach.

20. Governing Law

This agreement is governed by the laws of New Zealand and you submit to the exclusive

jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of it.