

Change of Internet Account Ownership Form

WorldNet Services Ltd. 608B Rosebank Road, Avondale, Auckland

WorldNet
since 1994

A. ACCOUNT DETAILS *

Customer ID:

Service Address:

B. PREVIOUS OWNER DECLARATION *

I _____ (name) agree to transfer the contract of my internet account with above customer ID to _____ (new owner) effective from ____/____/____/(transfer date).

I agree to pay any outstanding balance owing and all data or time used before the transfer date.

Signature: _____ *Sign here please* Date: DD MM YYYY

C. NEW OWNER INFORMATION *

New Owner Details:

Title: ☐ Mr ☐ Miss ☐ Mrs ☐ Ms ☐ Dr

Name: (First Name/s)

Last name:

Date of Birth:

Contact E-mail Address:

DD

MM

YYYY

Company Name:

Contact Phone Number:

Mobile Number:

-

-

Postal Address:

Flat/Unit no.

Street no.

Street name

Suburb

City

Physical Address: (if different from above)

Flat/Unit no.

Street no.

Street name

Suburb

City

I _____ (name) agree to take over the internet account with above Customer ID that remains connected, from _____ (previous owner) from the transfer date.

I agree to make all payment by the due date, including any balance remaining unpaid by the previous owner and administration fee if any.

Identification: *Sign here please*

D. PAYMENT OPTIONS *

☐ By Credit Card

Please fill in the details below

☐ By Direct Debit

Please fill-in the attached Direct Debit Form

☐ Other

Administration fee may apply

☐ VISA ☐ MASTER ☐ AMEX ☐ DINERS

Card Holder:

Expiry Date:

-

Credit Card Number:

- - -

Signature:

Sign here please

★ You can find Card Verification Code on the reverse side of your credit card. It is a 3-digit group of numbers on the far right.

Please complete the required sections(*) before signing the STANDARD SERVICE AGREEMENT TERMS & CONDITIONS on the next page...

Staff used only

ID	Details	Request	Customer ID	Phone ID	Request ID	Apply Date	H/W Setup (NOC)

➔ Please Complete Page 2

1. This Agreement

- 1.1. In these terms, "Worldnet", "we", "our" and "us" means Worldnet Services Limited, "you" means our customer and "services" means all the services that we provide to you.
- 1.2. Set out below are the main terms of our agreement with you. Additional terms may apply to some of our services. If there is any conflict between these terms and any additional terms, the additional terms will prevail.
- 1.3. If you do not agree to be bound by all of the Agreement at any time you must immediately cease use of the services and must send a written notice of account cancellation to us.
- 1.4. We can change these terms from time to time. When we do, we will give you notice as set out in clause 9. However, we reserve the right to urgently change the terms of this Agreement if required by law or where necessary for security reasons, to prevent fraud or for technical reasons.
- 1.5. Some of our services may require minimum term of the Service Agreement.
- 1.6. You must be at least 18 years old. If you are under 18 years old, permission from a legal guardian is required.

2. Consumer protection laws and liability

- 2.1. The Consumer Guarantees Act 1993 and the Fair Trading Act 1986 apply alongside these terms. You can visit www.consumeraffairs.govt.nz to find out more about your rights under this legislation.
- 2.2. If you are acquiring any Services from us for the purposes of a business as defined in the Consumer Guarantees Act 1993, you acknowledge that the provisions of that Act do not apply to those Services.
- 2.3. We strive to always provide quality Services and to exercise reasonable skill and care in performing our obligations to you. However, in rare circumstances, we may be prevented from doing so because of an act of God, act of State, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstance (including a network failure) beyond our reasonable control. If that happens, we will try to let you know about it as soon as we reasonably can. Where those circumstances prevent us from providing Services to you, our obligations to you will be suspended in relation to the affected Services and we are not liable to you in those circumstances.
- 2.4. 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. This clause is intended to confer a benefit which those third parties can enforce.
- 2.5. If we or anyone described in clause 2.4 are ever liable to you for losses arising from our breach of this Agreement or for our negligence, our maximum combined obligation to pay damages or losses is limited to \$2,000 for any one event and a total of \$4,000 in respect of all events in any 12 month period. These limitations do not limit any rights you may have under the Consumer Guarantees Act 1993 and/or the Fair Trading Act 1986.
- 2.6. We accept our liability to you for breach of contract or negligence and for breach of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. However, we are not liable for loss to the extent that it is caused or contributed to by you.
- 2.7. You accept your liability to us for your breach of this Agreement with us or your negligence. However, you are not liable for loss to the extent that it is caused or contributed to by us.
- 2.8. Your liability to us under this clause is limited to \$2,000 for any one event and a total of \$4,000 in respect of all events in any 12 month period. This limitation does not apply to your obligation to pay any outstanding Charges or for any loss or damage caused by fraud, wilful breach or wilful damage.
- 2.9. If you suffer any loss as a result of this agreement, you must take reasonable steps to avoid or minimise your loss. We are not liable for any loss that results from your failure to take those reasonable steps. Also, we will never be liable to you for any indirect or consequential loss, or for any loss of profits, revenue, goodwill or business.

3. Your responsibilities

- 3.1. You will:
 - 3.1.1. ensure that all the information you give us is correct.
 - 3.1.2. notify us immediately of any change of your address, phone number or preferred contact email address.
 - 3.1.3. protect your computer and network against any virus, unauthorised access and spam.
 - 3.1.4. not transmit or store any information on the Worldnet network that contains any form of virus.
 - 3.1.5. use Worldnet services for lawful purposes only and to follow any instructions we give you.
 - 3.1.6. not use our services in any way or act in any way which may be abusive, offensive or a nuisance to someone else, including us or any of our agents.
 - 3.1.7. ensure that any wireless network set up at your premises is secure. You will be liable for any charges incurred as a result of a third party obtaining unauthorised access to your wireless network.
 - 3.1.8. not forge email or create or use a false identity for the purpose of misleading others as to the identity of the sender or origin of any message.
 - 3.1.9. keep your Worldnet passwords secure and confidential and notify us immediately if you believe that someone else has discovered your password or is using your Worldnet services fraudulently. Worldnet will not be liable for any unauthorised use of your password and may charge a fee if you request an investigation of the use of your account.
 - 3.1.10. comply with our Acceptable Use Policy, which can be viewed at our website at www.worldnet.co.nz and any of our other policies which apply to a particular service.
- 3.2. Using our services in ways that we deem inappropriate, abusive, illegal, or similar is strictly prohibited. If you use the services in such a way then we may suspend or terminate your service without notice. If we incur costs as a result of your misuse of our services, we may pass these costs on to you at our discretion, and legal action may be taken against you. Further, we reserve the right to remove any material from our servers which we consider to breach the terms of this agreement or any law.

- 3.3. If we consider it is necessary for the purpose of us providing you any service, you will allow us or our agents to come onto your property to work on our network or anything connected to it. People we send will carry proof of identity and we will always try to contact you before we do this. If, for any reason, we are unable to gain access to your property we may not be able to provide you with the relevant services.
- 3.4. If we install Services at your home and you live in rented premises then you agree to ensure that your building owner or manager has agreed for us to install our Services at those premises.
- 3.5. You agree to make sure that anyone else who uses the Services that we provide to you also abides by the terms of this agreement.

4. Payment

- 4.1. You agree that you will pay Worldnet for all the services it provides to you (regardless of who uses such services).
- 4.2. We may vary our charges from time to time. If we increase any charge we will give you at least 30 days' notice. You can always check the latest charges at www.worldnet.co.nz. If you do not agree to the changes, you may terminate the service which is the subject of the changes. If you have a minimum term contract with us, the charges for the Services covered by that contract will not increase until the end of that contract, unless an increase is as a result of a change in the price from a supplier for an input required for your service.
- 4.3. If your payment is overdue, Worldnet may suspend or restrict provision of services to you and we may charge you a late payment fee. You will pay for any costs we incur in attempting to recover any overdue amounts from you. Please let us know before the due date if you think that there is a mistake on your invoice. While you are waiting for us to confirm whether or not any error has occurred, you do not have to pay the disputed part of the bill. You must pay any amount that is not disputed by the due date for payment.
- 4.4. You cannot claim a refund for any unused hours or data within the relevant billing period and you cannot accumulate this unused amount for the following billing period, unless otherwise expressly stated.
- 4.5. Fixed monthly fees will be invoiced in advance unless stated otherwise.
- 4.6. Some of our services may require credit card or direct debit as a payment method and this payment method must remain on your account during the period we are providing you with this service. You can amend your payment method at ebill.worldnet.co.nz. Other payment methods may incur additional administration fee. If there are insufficient funds available to meet debits from your account, it will incur a minimum \$2.50 administration fee per transaction. We are not responsible for any charges or expenses from your bank resulting from declined transactions.
- 4.7. Your invoice will be sent to you by email to your email address. Please ensure that you keep your email account password secure as the invoice will contain details of all your Worldnet calling and broadband activity. A minimum \$2.50 per invoice will be charged if you require paper invoices to be posted.

5. Suspending or restricting services

- 5.1. We can suspend or restrict our Services at any time if we consider it reasonably necessary to protect or maintain our network or we believe that you have breached any of our terms. We will always do our best to contact you before doing this, but may not be able to do so in all circumstances.
- 5.2. We may suspend or restrict your use of the Services or disconnect you from the network without warning if:
 - 5.2.1. you or anyone who makes use of Service do not comply with the terms and conditions of this agreement or any other agreement with us;
 - 5.2.2. you or anyone who makes use of Service or your equipment (with or without your authorisation) damages our network or puts our network at risk;
 - 5.2.3. you harass, abuse or threaten our team members; or
 - 5.2.4. our network needs urgent maintenance or upgrading;

6. Ending the Agreement

- 6.1. You may terminate the agreement by giving us a written notice and the agreement will end one month after notice period has been given.
- 6.2. If your services are provided under a fixed term contract, you may have to pay an early disconnection fee. You may also be liable for charges in relation to any equipment that has been provided to you by Worldnet for the use of Worldnet services. For services where there is no fixed contract term, or where the fixed term has expired, your service may be terminated by either of us, on giving the other one month's notice.
- 6.3. In addition to our rights under clause 6.2 above, we may terminate our agreement with you immediately without notifying you if we believe you have not met your obligations under this agreement. We may also suspend or terminate our agreement with you without notifying you in advance where:
 - 6.3.1. your use of our services is unusual.
 - 6.3.2. 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.
- 6.4. Upon termination all payments due by you to us will be immediately due and payable, and you agree to pay Worldnet all such amounts immediately upon demand.
- 6.5. 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.
- 6.6. Certain rights and obligations will continue after the termination of this agreement. These include, but are not limited to, the payment of outstanding amounts and the return of any Worldnet equipment you may have.
- 6.7. We may terminate our agreement with you for any other reason by giving you at least one month's notice.

7. Phone numbers and directories

- 7.1. Any phone number we allocate to you does not become your property. If we need to change your number (in exceptional circumstances, where there are no alternative solutions available) we will give you as much notice of the change as we can.

- 7.2. You should not dial the local access code when you want to make a free local call. Otherwise standard toll rate may apply.
- 7.3. If you wish your details to be available through directory assistance and/or in the White Pages then we will pass your name, number and address to Yellow Pages Group Limited. You agree that Yellow Pages Group Limited can use your details for those purposes.
- 7.4. Subject to the terms of the Consumer Guarantees Act 1993, you agree that no member of the "Yellow Pages Group Limited" 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.

8. General

- 8.1. You must not assign your rights under this agreement. We can transfer our rights and obligations under this agreement to anyone else. We will notify you if we do so.
- 8.2. A delay in exercising any right is not a waiver of that right. A failure to exercise a right on any occasion does not prevent any subsequent exercise of that right.
- 8.3. Any dispute regarding the provision of our Services under these terms is to be determined by New Zealand courts.

9. Changing this Agreement

- 9.1. If we reasonably consider that a change will have a neutral or positive effect on you, we can make the change immediately and do not need to give you any notice.
- 9.2. If we reasonably consider that a change will have a detrimental effect on you, we will give you one month's notice wherever practicable or otherwise we will give you at least 14 days' notice. We will inform you by emailing or writing to you and by providing relevant information on our website.
- 9.3. If however you can show us that the change has a material detrimental effect on you, we go ahead with the change and you are in a fixed contract term, we will allow you to either terminate your Service or change Plans without any early termination charges or transfer fees.

10. Privacy

- 10.1. You agree that we can use your personal information:
- 10.1.1. To provide Services; or
 - 10.1.2. To invoice; or
 - 10.1.3. For credit checking; or
 - 10.1.4. For collection purpose of overdue account; or
 - 10.1.5. To send marketing materials, electronic or otherwise (you can opt out during sign-up process); or
 - 10.1.6. To directory assistance or White Pages on your request
- 10.2. You agree that we may record or monitor calls to us for training purposes and to improve service quality.

Acceptable User Policy

1. Introduction

- 1.1. If you have an agreement with Worldnet for a Service that includes or incorporates this Acceptable Use Policy, you must comply with this Policy when you use that Service.

2. What you cannot use the service for

- 2.1. You are not authorised to access our computer systems or networks for any purpose other than to use the Service.
- 2.2. You must not use the Service which results in you or us breaching, or being involved in a breach of a law, Copyright Act 2011, interfere with the proper operation of the Service or any other part of our network or systems.
- 2.3. You must not use the Service, attempt to use the Service or allow the Service to be used:
- 2.3.1. Virus and denial of service attacks in connection with any program (including a virus, Trojan horse, worm, cancelbot, time bomb), or activity (including a Denial of Service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is ours or anyone else's).
 - 2.3.2. Open relay and port probing to access or use our or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data.
 - 2.3.3. Spoofing to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you.
 - 2.3.4. You are not permitted to send multiple unsolicited email (Spam) to single or multiple users including, but not limited to, advertising email.

3. Your responsibilities

- 3.1. You are responsible for all your activities while using our services, and for any content or material you post on our website.
- 3.2. It is your responsibility to maintain the security of your personal information. We recommend you do not give out personal information such as credit card details on unsecured sites.
- 3.3. You are responsible for what you view over the Internet, and for what your children view. Some content on the Internet is suitable only for adults and not for children.
- 3.4. You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access the Service.

- 3.5. You agree not to disclose information pertaining to any access information, or other confidential information relating to the Service, to any other person, corporation, entity or organisation.

- 3.6. Should you lose your username and/ or password, or suspect that it is in use by another party, you must notify us immediately.

UFB Terms and Conditions

1. GENERAL

- 1-1. In these terms, "we", "our" and "us" means WorldNet Services Limited, "you" means our customer and "services" means all the Ultra Fast Broadband ("UFB") services that we provide to you.
- "LFC" means the Local Fibre Company and they are Chorus Limited, Enable Networks Limited, Northpower Limited and UltraFast Fibre Limited.
- 1-2. The terms and conditions set out below govern your use of the WorldNet UFB Services. The WorldNet Standard Terms and Conditions also apply together with all other relevant WorldNet services terms and conditions.
- 1-3. You agree to be bound by the LFC terms and conditions as set out on the LFC's website and they can be found from below links:
- a. Chorus Limited - (<http://www.crownfibre.govt.nz/wp-content/uploads/2011/07/Chorus-UFB-End-User-Terms-December-2012.pdf>)
 - b. Enable Networks Limited - (<http://www.crownfibre.govt.nz/media/19526/enable%20end%20user%20terms%20v1%200.pdf>)
 - c. Northpower Limited - (<http://www.crownfibre.govt.nz/media/17728/wlfc%20reference%20offer%20end%20user%20terms%20-%20201844349%20v%201.pdf>)
 - d. UltraFast Fibre Limited - (<http://www.crownfibre.govt.nz/media/19409/ufli%20specific%20end%20user%20terms.pdf>)

2. Installation and Access

- 2-1. You hereby consent or obtain any necessary consents to allow us, the LFC and its contractors to access your premises in order to inspect, construct, install, maintain or replace any equipment installed at your premises for the provision of the UFB services. If you do not own the premises, you will need to confirm that the landlord has given permission for any installation work.
- 2-2. Installation of the UFB services at your premises may require trench excavation. Restoration by the LFC or its contractors of such excavation will be limited to grass restoration only. You will be responsible for any further restoration and the costs associated with such further restoration. This means that the cost of restoration of any paved, concreted, cobble areas etc. will need to be met by you.
- 2-3. You are liable for all installation costs in relation to the UFB services at your premises. Additional installation charges may incur in addition to the standard setup fee. In such event, we will inform you the charges prior to the installation.
- 2-4. You acknowledge that the copper wiring to your premises may be removed upon completion of the installation and cannot be reinstalled.

3. Fixed term and early termination charge

- 3-1. A minimum term contract of 12 months from the date of installation will apply. WorldNet may charge an early termination fee equivalent to the total charges for the remainder of the 12 month term if your WorldNet UFB services are cancelled prior to the expiry.
- 3-2. If you move house during the term of the UFB services, you are liable to pay an early termination fee. In addition, you are liable to pay set up and installation costs at your new premises.

4. Availability of service

- 4-1. The UFB services are only available in locations which are sites enabled by us and the LFC. You acknowledge that you may not be able to receive the UFB services at your location.

5. Equipment

- 5-1. Unless purchased, all equipment provided by WorldNet and/or the LFC in order to use the WorldNet UFB services will remain WorldNet's property. You are required to notify us when any equipment is lost, stolen or damaged. You must not use the equipment for any purpose other than to access our services and you must not modify or otherwise interfere with the equipment. If any UFB equipment is damaged or unreturned, the customer will be liable for the cost of the equipment and its replacement. In the case of faulty equipment, you will bear the cost of returning equipment for repair and WorldNet will bear the cost of sending replacement.

6. Power, Uninterruptible Power Supply and other services

- 6-1. The UFB services require power to operate. To ensure continuation of the UFB services during power outages you should purchase and install a UPS through us. If you choose not to install a UPS you should ensure you have an alternative means of communication in the event that you need to access emergency services.
- 6-2. If you use the UFB services in conjunction with monitored alarms, medical alerts, eftpos and any other health or security related services, YOU MUST CONSULT WITH RELEVANT PROVIDER PRIOR TO THE UFB SERVICES ORDER.
- 6-3. The UFB services do not support fax.

7. Application cancellation and cancellation charge

- 7-1. You can cancel the application prior to Ready-For-Service (RFS) day by giving us a written notice.
- 7-2. When your application is processed, \$50 Application Cancellation Fee applies if the order is cancelled after 24 hours from the submission.

Version 200214

Effective 14th February 2020

I understand and accept the Terms and Conditions of this subscription.

Account holder or authorized representative only. Guardian's signature if account holder is under age (18)

Name: _____ Signature: *Sign here please* _____ Date: _____ DD _____ MM _____ YYYY _____