

## Evolution Wireless General Terms and Conditions

### Definition of Terms

1. "EW" means Evolution Wireless Limited.
2. "Service" means any services provided to you by Evolution Wireless Limited.
3. "You" refers to the named account holder for the Evolution Wireless Limited Service.

### About this agreement.

Your use of internet services provided by EW is subject to the terms and conditions of this agreement.

Usage of internet service provided by EW confirms your acceptance of these terms and conditions. EW may change the terms and conditions in this agreement at any time by publishing an updated copy to the "Terms and Conditions" page on ew.net.nz.

Continued usage of service confirms you agree to any changes made.

### Providing EW with information.

1. You agree to provide EW with current and accurate information about yourself and your organisation.
  - a. You agree to keep this information up to date by notifying us of any changes as soon as practicable.
2. You agree to provide EW with any information we might reasonably ask for to help us provide you with Service, including but not limited to:
  - a. Your full name, current street address, home phone number.
  - b. How much you plan to use the Service.
  - c. Evidence that you will be able to pay for EW Services.
3. The extent of your use of EW Services, including amount of data transferred and web pages visited, may be logged by EW.

### EW's use of information provided by you.

1. EW agree to keep information provided by you private unless you consent to its disclosure or we are legally required to disclose it.
2. EW agree to use such information for no other purposes than to:
  - a. Deliver Services you have ordered.
  - b. Collect any money owed to EW.
  - c. Tell you about other Services EW provide.
  - d. Improve our existing Services and develop new Services.

**Terms of payment.**

1. You agree to pay to EW the Service fee as advertised at the time of ordering the Service.
  - a. EW may increase the Service fee at any time by providing 30 (thirty) days' prior written notice to the account holder.
2. You agree to pay the amount owed in full by the due date for all Services billed to your account.
  - a. Upon failure to pay by the due date, you will have 5 (five) working days, from notification by EW of the account becoming overdue, to make payment, after which your account may be suspended until payment has been received.
  - b. Notification of an account becoming overdue will be made by email or phone call, you are responsible for ensuring that we know your current email address and phone number (see 'Providing us with information' above) and for checking your email account regularly.
  - c. Any account that is in an overdue state may be liable for Finance charges being added to the account.
3. Upon suspension of a service, you will be required to pay a mutually agreed amount to have the account reconnected.
4. If we are forced to pass your account to our debt collection agency you will be liable for these collection costs.

**Cancellation of Services.**

1. You may cancel services at any time via written notification to EW, there is a 30-day cancellation period on all services, where charges will apply until the end of such period.

**Right to refuse Service.**

1. EW may at any time and without notice suspend, cancel, or refuse to continue providing you with Service without liability if you or any other user on your service fail to comply with any obligation in accordance with our Terms and Conditions of Use.
  - a. This right will not be unreasonably exercised.
  - b. Termination under this Clause shall not release the Client from liability for any monies due and payable.

**Right of inspection**

1. EW may at any time and without notice check the manner in which you use its Service.
  - a. For the purposes of ensuring that you are not breaching these Terms and Conditions.

**Indemnity**

1. You agree to indemnify EW and their employees, servants and agents from and against any lawsuits, demands, liabilities or costs resulting or arising from or connected with your use of our Service or by any person with knowledge of a Username allocated to your customer account.

**Limit of liability.**

1. Evolution will not be liable to you if it is prevented from providing the services by reason of, but not limited to.
  - a. Any act of God.
  - b. Act of state.
  - c. Riot.
  - d. Insurrection.
  - e. Civil commotion.
  - f. Strike.
  - g. Sanctions.
  - h. Boycott.
  - i. Embargo.
  - j. Adverse weather conditions.
  - k. Network failure.
2. EW excludes all liability we may have to you or anyone claiming through you whether in contract, tort, equity or otherwise relating to any indirect or consequential loss, damage or expense of any kind whatsoever arising under or in respect of this Agreement including, without limitation.
  - a. Any economic loss.
  - b. Loss of use.
  - c. Loss of profits.
  - d. Loss of income.
  - e. Increased or alternative costs.
3. This exclusion applies to any claim you may have for any damages whatsoever and applies for the benefit of the following people:
  - a. EW and any of its related companies.
  - b. EW employees, contractors, officers, and agents
  - c. Any network operator and their employees or other person whose services EW use to provide services to you.

**Applicable Law**

1. This Agreement shall be deemed to be an Agreement made in New Zealand and shall be subject to, governed by and interpreted in accordance with the laws of New Zealand.

**Disclaimer**

1. EW shall not be liable for any damages suffered by any user of these Services, nor be liable for any claims or damages whatsoever or howsoever caused, whether arising out of the client's inability to use the Service, breaching of warranty, contract, liability or otherwise, including but not limited to.
  - a. Property damage.
  - b. Loss of profits.
  - c. Interruption of business.
  - d. Loss of data
  - e. Intellectual property infringement.
  - f. Personal injury
2. You shall be deemed to have read this Agreement and agree to be bound by this Agreement. This Agreement shall supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.