

# WIZwireless Limited

## Business Terms & Conditions

### 1. PROVISION OF SERVICES

#### A. WIZwireless will:

- i. Use reasonable commercial efforts to provide and maintain, or cause a relevant third-party service provider to provide and maintain, the service from the commencement date; and
- ii. If specified in the service specification, provide you or designated users with user ids and passwords for the first-time use of the service.

#### B. WIZwireless acknowledge and agree that:

- i. WIZwireless may publicly refer to you orally and in writing as a customer of WIZwireless;
- ii. WIZwireless may, at any time, perform a credit reference check and/or a trade reference check with respect to your circumstances or status, whether financial or otherwise;
- iii. The internet communications through the service are not secure and may be subject to interception or loss of data and that you are responsible for your network security;
- iv. The provision of access to the service may be subject to the installation and/or reconfiguration of the relevant router or firewall hardware and or software; should this installation and/or reconfiguration be undertaken by WIZwireless, we will ensure access to the service is provided;
- v. Any improper use of the equipment, incompatibility of hardware and software or other technical factors may affect, or cause the cessation of, or access to, the service;
- vi. Unless otherwise specified expressly in the service specification, the service provided by WIZwireless will not include:
  - (i) any service to reconfigure your computer system, hardware or software; or
  - (ii) any installation service of any software or hardware on your computer systems; and
- vii. You commit to subscribe to the service for the minimum term. Thereafter, and subject to any contrary provision in this service agreement, the service agreement will continue until either party provides the other with thirty (30) days prior written notice of termination.

### 2. INSTALLATION (WHERE APPLICABLE)

#### A. Where you request WIZwireless to provide installation services at the site(s) for the service and WIZwireless agrees to do so:

- i. You must provide WIZwireless personnel full, free and safe access to the site(s) to allow them to provide the installation services and any technical or personnel assistance reasonably necessary for the installation of the service (whether this is for a new install, or to swap any equipment or access any equipment);
- ii. Prior to the installation activities, you will back up data on your relevant computers, obtain consent from the owners of the relevant computers in respect of the installation, and inform WIZwireless if any installation by them is likely to invalidate any support arrangements or other functions of your computers;
- iii. You must ensure that WIZwireless will not be liable for any loss or damage (including loss of data) suffered by you or any other person arising directly or indirectly from the installation activities of WIZwireless and you indemnify WIZwireless against any claim of this nature; and
- iv. Notwithstanding other terms of the service agreement, WIZwireless reserves the right to refuse to install the equipment as it deems appropriate and at its sole discretion.

### 3. RENTED OR RENTED OR LEASED EQUIPMENT (WHERE APPLICABLE)

#### A. The rented or leased equipment will at all times remain the property of WIZwireless or (as the case may be) the third-party service provider.

#### B. You must:

- i. Keep the rented or leased equipment in a good, clean condition at all times;
- ii. Keep the rented or leased equipment at all times at the site(s) and within your possession and control;

- iii. Ensure the rented or leased equipment is housed, used and operated in a suitable environment and in a skilful and proper manner, and in accordance with relevant user guides and all reasonable instructions issued by WIZwireless;
- iv. Notify WIZwireless of any change in your circumstances which might otherwise impede WIZwireless in tracing your location or that of the rented or leased equipment;
- v. Insure the rented or leased equipment on terms satisfactory to WIZwireless;
- vi. Upon demand by WIZwireless in writing, promptly return the rented or leased equipment to us; and
- vii. Comply with the terms of the relevant manufacturers for the use of rented or leased equipment.

#### C. You must not at any time:

- i. Do or suffer to be done anything with regard to the rented or leased equipment which might in any way prejudice any rights or interest of WIZwireless or (as the case may be) the third party service provider;
- ii. Alter or remove any label or other markings which are on the rented or leased equipment when delivered;
- iii. Tamper with the rented or leased equipment, or any integrated circuit, component or protection facility contained therein; or
- iv. Permit any person (other than WIZwireless and any person authorised by us in writing) to carry out any repairs or maintenance to, or any removal or replacement of, the rented or leased equipment.

#### D. Notwithstanding other terms of the service agreement, if the rented or leased equipment proves to be defective under normal use due to defective materials, design and/or workmanship, WIZwireless may at its sole option either repair the rented or leased equipment or replace the rented or leased equipment with equipment of the same or comparable type.

#### E. Upon the date of termination or expiration of the service agreement (howsoever caused), you must promptly (and in any event within 5 days from such date of termination or expiration) return at your own cost the rented or leased equipment to WIZwireless.

#### F. If you fail to comply with any of the obligations in sub-clause e) or there is any loss or damage to the rented or leased equipment, you must pay, upon demand by WIZwireless, an amount equal to the full retail price of the rented or leased equipment or any compatible replacement as is solely determined and specified by WIZwireless and all other amounts (of whatever nature) WIZwireless may be held liable for by third parties due to such non-compliance, loss or damage.

#### G. Nothing shall preclude WIZwireless from exercising any other remedies available to it under the service agreement, in law and/or equity.

#### H. When the service agreement terminates or expires or you damage the rented or leased equipment, you authorize WIZwireless to enter the site(s) and take whatever steps are appropriate to disable or modify the rented or leased equipment, or to remove it.

#### I. WIZwireless shall have the right, at any time and at its sole discretion, to vary the provisions of this clause 3 which will take effect immediately upon WIZwireless giving written notice to you of the variations.

### 4. SALE OF EQUIPMENT

#### A. Title in any equipment sold to you remains with WIZwireless or the third party owner until WIZwireless has received payment in full on or before the payment due date. If full payment is not received by the payment due date, you must, upon WIZwireless's written demand, immediately re-deliver the equipment to WIZwireless, at your own risk.

#### B. You may not part with, sell, charge, modify, or otherwise deal with the equipment unless title has lawfully passed to you.

#### C. Risk in the equipment will pass to you on delivery, including but not limited to loss, theft, damage or destruction.

#### D. Without limiting anything else in the service agreement, you acknowledge that:

- i. The service agreement creates, in favour of WIZwireless, a security interest in all present and after acquired equipment (being, for the avoidance of doubt, all your present and after-acquired personal property except for any item of personal property which has not (or which is exclusively the proceeds of any item of personal property which has not) been supplied by

WIZwireless to (or for the account of) you to secure the payment by you to WIZwireless of the amount owing by you to WIZwireless for the equipment under this agreement;

- ii. The service agreement will apply notwithstanding anything, express or implied, to the contrary contained in any purchase order (or its equivalent, whatever called) of yours; and
- iii. The security interest will continue until WIZwireless gives you a final release.

**E.** You undertake to:

- i. Promptly do all things, sign any further documents and/or provide any information which WIZwireless may reasonably require to enable WIZwireless to perfect and maintain the perfection of its security interest (including by registration of a financing statement); and
- ii. Give WIZwireless not less than 14 days prior written notice of any proposed change in your name and/or any other change in your details (including, but not limited to, changes in your address, facsimile number, trading name or business practice).

**F.** You waive your right to receive a verification statement in respect of any financing statement relating to the security interest.

**G.** You agree that the security interest has the same priority in relation to all amounts forming part of the amount owing by you to WIZwireless under this service agreement, including future advances.

## 5. SOFTWARE

**A.** WIZwireless grants to you a non-exclusive, non-transferable, personal licence to store, run and use the software subject to the provisions of the service agreement.

**B.** You must, upon demand by WIZwireless, immediately return the software to WIZwireless.

**C.** You must not, and must procure that all persons under your control do not:

- i. Copy, sell, lease, alter, modify, adapt, translate, decompile, disassemble or reverse engineer the software or attempt to do any such thing;
- ii. Alter, remove, obscure or tamper with any copyright, patent, trade mark or other proprietary notice or any numbers, or other means of identification used on or in relation to the software; or
- iii. Make the software available to anyone other than your employees for internal business purposes without prior written consent from WIZwireless.

**D.** The provisions of clauses 3 (e), (f) and (g) apply to the software as if the references to rented or leased equipment are references to software.

## 6. ADDITIONAL SERVICE SPECIFICATION

**A.** You and WIZwireless may, by completing and signing a service specification agree to the supply of additional services subject to and in accordance with the provisions of the service agreement.

**B.** Where WIZwireless supplies more than one service under the service agreement, WIZwireless may supply each service separately and treat the service agreement as severable in respect of any one or more of those services.

**C.** Any breach or failure on the part of WIZwireless in respect of any service does not adversely affect or prejudice WIZwireless's rights or remedies in respect of any other service.

## 7. VARIATION OF SERVICE

**A.** WIZwireless may vary the service agreement at any time. Such variation will become effective 30 days after notice of the variation to you. Continued use of that service by you after the effective date will constitute acceptance of the variation by you.

**B.** Except as otherwise provided, the service agreement may not be varied, except by agreement in writing signed by the parties.

## 8. CHARGES AND DEPOSITS

**A.** You must pay all charges for the services on their payment due date. WIZwireless must ensure invoices are sent to you within 10 days of date of invoice. All charges paid to WIZwireless by you are non-refundable; unless services are paid for in advance and these services are not provided by WIZwireless. WIZwireless reserves the right to demand payment for charges in the event that additional time and resources are reasonably utilized, and agreed to by you in writing, in order to provide the service.

**B.** Unless otherwise specified in a service specification, all charges are inclusive of wholesale sales, value added, goods and services taxes,

tariffs, duties or impositions of a similar nature imposed by any government or other authority.

**C.** If full payment of a charge has not been made on its payment due date you will be in default and in addition to you being liable for the outstanding amount WIZwireless may charge default interest on all sums outstanding at the rate of 10% per month on a daily basis from the payment due date to the date full payment is received by WIZwireless and charge you all costs of collection incurred in the recovery of overdue funds, including but not limited to debt recovery charges, late payment penalties and legal fees incurred by WIZwireless will be added to the balance of your account. Recovery collection cost may be up to 40.35% on the gross amount outstanding.

**D.** WIZwireless may invoice you monthly fees in advance and usage in arrears on a monthly or other basis. WIZwireless reserves the right to amend a billing period and to submit interim invoices to you. Payment is due within 2-7 days of receiving the invoice unless an arrangement has been made with WIZwireless.

**E.** You will be liable for all charges whether or not a service was used by you or by any person with or without your authority, knowledge or consent.

**F.** WIZwireless may require you to pay a deposit or provide some other form of security in relation to your obligations under the service agreement including but not limited to those relating to the equipment and the software. WIZwireless may apply the deposit to reduce or pay any sums due to WIZwireless on any account at any time. You must pay an amount equal to any shortfall of the deposit into your account as may be required by WIZwireless. No interest will be payable to you on the deposit.

**G.** If you do not query any charge stated in an invoice within 5 days of the date of the invoice then you will be deemed to have accepted the invoice.

- H.** In case of disputes over any service usage or any part of any charge:
- i. WIZwireless decision based on its service usage records and those of any third party who may assist WIZwireless to provide any service will be final and binding on you;
  - ii. Any disputed amount may be taken to third party mediation should WIZwireless and you not agree to a final amount; and
  - iii. You must not withhold payment of any part of any charge which is not in dispute.

## 9. EFFECTIVE DATE, SERVICE REQUEST DATE, COMMENCEMENT DATE AND DURATION

**A.** The service agreement will become effective on the effective date and will be in force until the service agreement is terminated or expires under the terms of the service agreement or at law.

**B.** You acknowledge that:

- i. The service request date is an indication of when you would like the service to commence but is not binding on WIZwireless; and
- ii. WIZwireless will not be liable for any delays or for any losses, costs, damages or other expenses incurred by you directly or indirectly due to any failure to meet the service request date.

**C.** If WIZwireless is unable to adhere to a service request date as a direct or indirect result of an act or omission or breach of the service agreement by you, WIZwireless may:

- i. Make an additional charge for time, overtime, travel, materials, extra computer time and/or resource rationalisation; and
- ii. If such act or omission or breach causes delay exceeding thirty (30) days beyond the service request date, terminate the service agreement, and pursue other remedies available under the service agreement or at law and/or equity including but not limited to retaining all charges already paid by you to WIZwireless.

**D.** WIZwireless will notify you of the commencement date.

**E.** If the service agreement is terminated for any reason before the expiry of the minimum term, all unpaid charges corresponding to the remainder of the minimum term will immediately become due and payable to WIZwireless.

**F.** The service agreement will automatically expire upon the expiration or termination (for whatever reason) of:

- i. The service, if only one service is supplied by WIZwireless under the service agreement; or
- ii. The last remaining service, if more than one service is supplied by WIZwireless under the service agreement.

## 10. YOUR RESPONSIBILITIES

**A.** You must:

- i. Ensure any information which you give WIZwireless relating to your use of the services is complete and accurate;
- ii. Advise WIZwireless promptly if there is a change in the data already furnished to WIZwireless;
- iii. Follow WIZwireless's reasonable directions about the use of the services and any modifications which you need to make to your equipment to use the services;
- iv. Not use any part of the service for any obscene, offensive, improper, immoral, defamatory, indecent, abusive, menacing or unlawful purpose or for any unsolicited advertising messages or promotions nor knowingly allow others to do so;
- v. Use the services for lawful purposes only and comply with all applicable laws relating to your use of the service;
- vi. Not use the services or any equipment in a way which interferes with or disrupts WIZwireless's network or any third party's network;
- vii. Ensure that anyone else who uses the services does so in a manner which is consistent with your obligations under the service agreement;
- viii. Comply with all of WIZwireless's acceptable use policy, as can be found on [www.wizbiz.co.nz](http://www.wizbiz.co.nz), relating to the service, as may be changed by WIZwireless from time to time;
- ix. Not reproduce, distribute, copy, download, transmit or otherwise exploit any content which infringes any third party intellectual property rights or similar right unless you own or control the relevant rights or have obtained all the requisite licences and approvals;
- x. Not interfere with, disrupt, hack, break into or access any part of the service, WIZwireless's content, or any data areas on our any third-party service provider's computer server(s) for which you have not been authorised by us in writing;
- xi. Within reason bring the terms of the service agreement to the notice of each designated user. You will be responsible for all use of the service by each designated user and will indemnify WIZwireless in respect of all such use;
- xii. Obtain and/or install at your expense communication and computer equipment as is necessary to enable you and your designated users to access the service; and
- xiii. Comply with any terms of third-party service provider(s) applicable to the access or use of the service.

## 11. DATA PROTECTION

- A.** You acknowledge and agree that the data may be processed by:
  - i. WIZwireless and its affiliated or related companies in accordance with the privacy policy of WIZwireless which can be found on [www.wizbiz.co.nz](http://www.wizbiz.co.nz) (as may be amended by WIZwireless from time to time); and
  - ii. Sub-contractors and agents of WIZwireless in connection with processing orders and the delivery, installation, support and maintenance of a service.
- B.** You acknowledge that processing of the data may involve transfer of the data out of New Zealand.
- C.** You may at any time notify WIZwireless in writing that you do not wish WIZwireless to process the data, provided that such processing is not reasonably necessary for the performance of WIZwireless's obligations under the service agreement.
- D.** You may ask to see the data and request WIZwireless to correct any such information that is incorrect.
- E.** You confirm that access to, and processing of the data under the terms of the service agreement will not breach any third party's rights, whether under the Privacy Act 1993 or otherwise.

## 12. CONFIDENTIALITY

- A.** A party must not, without the prior written approval of the other party, disclose the other party's confidential information.
- B.** A party will not be in breach of sub-clause a where it is legally compelled to disclose any of the other party's confidential information in which event the disclosing party will immediately notify the other party in writing of that fact and of all relevant surrounding circumstances. A party will not be in breach of sub-clause a if it discloses information to third parties in accordance with the exceptions contained within the Privacy Act 2020, or where authorisation has been given for any disclosure
- C.** Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractor engaged for the purposes of the

service agreement, do not make public or disclose the other party's confidential information.

- D.** Notwithstanding any other provision in the service agreement, WIZwireless may disclose the terms of the service agreement to its affiliated or related companies, solicitors, auditors, insurers and accountants.

## 13. INTELLECTUAL PROPERTY RIGHTS AND EDITORIAL CONTROL

- A.** You acknowledge that all intellectual property rights and other rights in any service (whether developed individually, collectively or jointly with you) including but not limited to the equipment and the software are either owned by or licensed to WIZwireless.
- B.** You must not:
  - i. Use any WIZwireless or its affiliated or related companies trademarks without prior written consent of WIZwireless; or
  - ii. Take any action that may interfere with or diminish WIZwireless or its affiliated companies rights, title and/or interest in any of the trade marks.

## 14. SUSPENSION OF SERVICES

- A.** WIZwireless may suspend, disconnect or discontinue any service in whole or in part at any time without notice and without compensation if in WIZwireless's reasonable opinion:
  - i. It is necessary to safeguard the provision of a service or the integrity of any network;
  - ii. Any network or equipment fails or requires modification or maintenance;
  - iii. There is or has been unauthorised, unlawful or fraudulent use of any service or your use of any service or equipment is causing or may potentially cause damage or interference to any software, network or equipment or the contravention of any statutory requirement;
  - iv. It is necessary to comply with a direction, order or request of any government authority or other competent authority; or
  - v. You do not comply with any of the terms of the service agreement or a third party agreement.
- B.** WIZwireless may charge for reconnection or resumption of a service and require revised terms following suspension, disconnection or discontinuance.

## 15. TERMINATION

- A.** WIZwireless may enforce the security interest, terminate the service agreement or the supply of any service (in whole or part) by giving written notice to you with immediate effect if:
  - i. You fail to pay WIZwireless a charge by its payment due date and the outstanding payments are not in dispute; or
  - ii. You are in breach of any provision of the service agreement or a third party agreement and fail to rectify the default within 10 days of receipt of notice specifying the breach;
  - iii. You fail to comply with any reasonable requirements of WIZwireless in relation to the use of a service or any networks within 10 days prior written notice;
  - iv. You become insolvent or bankrupt or WIZwireless has reasonable cause to believe that you are unable to pay your debts as they fall due;
  - v. You, without WIZwireless express written authorisation use, modify, alter or tamper with the network;
  - vi. Any of the information provided by you under or pursuant to the service agreement is found to be false or misleading or WIZwireless has reasonable ground to believe that such information is false, misleading or inaccurate; or
  - vii. WIZwireless ceases to make the networks (if applicable) or a service or any part thereof available for any reason.
- B.** Upon the termination or expiration of the service agreement or supply of any service (or any part thereof), all licenses, rights and privileges granted to you under the service agreement will cease and WIZwireless may (without prejudice to any of its rights or remedies) also:
  - i. Repossess any equipment and/or software that is not owned by you;
  - ii. Retain any moneys paid to WIZwireless;
  - iii. Charge a reasonable sum for work performed in respect of which work no sum has been previously charged or paid;

- iv. Be regarded as discharged from any further obligations under the service agreement or in respect of any services; and
  - v. Pursue any additional or alternative remedies provided by law and/or equity.
- C.** You agree that, at any time after an event of default has occurred and is continuing or at any time if any equipment is at risk, WIZwireless may:
- i. Take possession of any equipment; and/or
  - ii. Sell or otherwise dispose of any equipment, in each case in such manner and generally on such terms as it thinks fit, and, in each case, otherwise do anything you could do in relation to that equipment. WIZwireless and you agree that section 109(1) of the PPSA is contracted out of in respect of particular equipment if, and only for so long as, WIZwireless is not the secured party with priority over all other secured parties in respect of that equipment.
- D.** If the service agreement is terminated for any reason before the expiry of the minimum term, all unpaid charges corresponding to the remainder of the minimum term will immediately become due and payable to WIZwireless.

## 16. LIMITATION OF LIABILITY

- A.** WIZwireless disclaims all conditions and warranties (statutory, express or implied), including, without limitation, the implied warranties as to:
- i. The title, fitness for a particular purpose, merchantability, accuracy or standard of quality of a service (or any part thereof);
  - ii. The results or data that may be obtained from the use of a service; or
  - iii. That a service will be uninterrupted, error free, virus free, reliable or secure.
- B.** In no event will WIZwireless be liable for any loss incurred by or any damage howsoever caused to you or any person arising out of or in connection with the service agreement or a service provided or omitted to be provided under the service agreement, whether in contract, tort, equity, under statute or otherwise arising from the relationship between the parties and, whether direct or indirect, consequential, special or contingent, and whether foreseeable or not, including without limitation any financial loss or loss of business, profit, savings, revenue, data, contract, goodwill or use of any equipment.
- C.** If you maintain that notwithstanding clause 16(b), that you have a valid claim against WIZwireless arising out of the service agreement, it must be notified in writing to WIZwireless within 12 months of the incident giving rise to such claim or you will be deemed to have waived your rights in respect of such claim.
- D.** Nothing under this clause will limit or exclude WIZwireless's liability which is not permitted to be limited or excluded under the laws of the New Zealand.
- E.** If, despite the other provisions of the service agreement WIZwireless is found to be liable to you, the total liability of WIZwireless in respect of a service will not exceed the total charges paid by you to WIZwireless for that service for the immediately preceding one month prior to the incident (or in case of a series of incidents arising from a common cause immediately preceding the first of such incidents) giving rise to that claim.
- F.** WIZwireless's shareholders, employees, agents, third party service providers and sub-contractors will have the benefit of the rights, exclusions and limitations of the provisions in this clause as if such provisions were expressly for their benefit.
- G.** You acknowledge that you are obtaining the software, equipment and the services for the purposes of a business and that the Consumer Guarantees Act 1993 does not apply to the provision of software, equipment or the services.

## 17. MISCELLANEOUS

- A.** The service agreement supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications you may have had with WIZwireless for the provision of the services.
- B.** You must not transfer or assign any of your liabilities or rights under this service agreement to any other person without the prior written consent of WIZwireless. WIZwireless may appoint agents, assign, transfer, and license or sub-contract the whole or any part of its rights and/or obligations contained in the service agreement.
- C.** In addition to clause 16(b) WIZwireless will not be liable to you in the event that WIZwireless is unable to perform an obligation or provide a service (or any part of it) to you because of any force majeure, interruption or termination of a service or WIZwireless's refusal to provide a service pursuant to the provisions of the service agreement.
- D.** You agree to indemnify and keep indemnified WIZwireless fully and effectively against any action, liability, cost, claim, loss, damage,

proceeding, expense (including without limitation, legal costs) suffered or incurred by WIZwireless arising from or which is directly or indirectly related to:

- i. The enforcement of the service agreement against you;
  - ii. Your use of a service and any other person's use of a service, including but not limited to claims for defamation, infringement of intellectual property rights or other proprietary rights; and
  - iii. Any breach or non-observance of any term of the service agreement and/or third party agreement by you or any other person.
- E.** Any notification or invoice mailed by WIZwireless under this service agreement, addressed to you at your business premises or last known mailing address, will be treated as having been received by you:
- i. Within 48 hours of posting;
  - ii. On the day of personal delivery to your address;
- i. Immediately upon faxing if the transmission report indicates that the fax transmission was successful; or
  - ii. Immediately upon sending the e-mail.
- F.** No delay, neglect or forbearance by either party in enforcing against the other any provision of this service agreement will be a waiver, or in any way prejudice any right, of that party
- G.** If any provision of the service agreement is unenforceable, the rest of the service agreement will remain fully enforceable
- H.** The documents comprising the service agreement will be read in the following order of precedence
- i. A service specification;
  - ii. Any special terms;
  - iii. The clauses of this document; and
  - iv. The provisions of a document expressly incorporated by reference. Where any conflict occurs between the provisions contained in two or more of the documents forming the service agreement, the document lower in the order of precedence will where possible be read to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions will be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document. Where any conflict occurs between two documents at the same level of precedence, the later dated document will prevail. 1. The provisions of the service agreement which are capable of having effect after the expiration or termination of the service agreement or of the service (or any part thereof) will remain in full force and effect following the expiration or termination of the same.
- I.** The service agreement is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts
- J.** Nothing in the service agreement should be interpreted as constituting either party an agent, partner or employee of the other
- K.** The terms of the service agreement prevail over the terms contained in your standard conditions of purchase, order forms, packing slips, delivery dockets or any other communication, even if at some later date WIZwireless signs or otherwise purports to accept the terms of that communication other than in a manner outlined in the service agreement

## 18. INTERPRETATION

- A.** In this document all headings are for ease of reference only and do not form part of the service agreement.
- B.** The singular includes the plural and vice versa.
- C.** References to a gender include each other gender.
- D.** References to persons also include partnerships, companies, corporations, unincorporated bodies and organisations constituted or established by statute.
- E.** A reference to an enactment is a reference to that enactment as amended, or to any enactment that has been substituted for that enactment.
- F.** All periods of time include the day on which the period commences and also the day on which the period ends.
- G.** An obligation not to do something will be deemed to include an obligation not to suffer, omit, or cause that thing to be done.
- H.** Including means without limitation to the generality of the surrounding words

## 19. DEFINITIONS

In these terms unless the contrary intention appears:

**Account number** means the number so described in the service agreement.

**Activation means when a broadband connection has been made live and payment is due on the day**

**Commencement date** means the date on which WIZwireless notifies you that the service is available for use.

**Confidential information** means the confidential information of a party including but not limited to the terms of a service specification, technical information of WIZwireless and access methods authorised by WIZwireless from time to time (for example, personal identification numbers and passwords) but excludes any information which is public knowledge (otherwise than as a result of a breach of confidentiality by the other party).

**Content** means textual, graphical, and audio or like materials, together with any software, which can be uploaded or downloaded to or from the web using the service.

**Data** means any information about you, your shareholders, employees and customers provided to WIZwireless in connection with a service.

**Day** means any day of the year.

**Designated user** means persons nominated by you to be the authorised users of the serviced as accepted by WIZwireless.

**Effective date** means the date the service agreement is executed by WIZwireless and on which it becomes effective, as specified in the cover pages of this service agreement.

**Equipment** means the equipment (including any related software) and component parts supplied by or on behalf of WIZwireless or installed or placed at your premises for the purpose of providing a service, as described in a service specification.

**Event of default** means those events listed in clause 15 (a) (i) to (vi).

**Force majeure** means a circumstance beyond the reasonable control of WIZwireless resulting in WIZwireless being delayed or unable to observe or perform an obligation under the service agreement including any failure arising in relation to the network (or part of it).

**WIZwireless** means WIZwireless Limited broadband network mainly providing wireless connections but not exclusively

**Intellectual property rights** means patents, trade marks, registered designs, applications of any of the above, copyright, semiconductor business connectivity service agreement terms or circuit layout rights, and other similar protected rights in any country.

**Rented or leased equipment** means the equipment identified and specified as such in the service specification.

**Minimum term** means the minimum term specified in a service specification to be computed starting from the commencement date.

**Network** means any telecommunications and/or computer network or system owned or operated by WIZwireless, its agents or third-party service providers involved in the provision of the service.

**Party** means either WIZwireless or you as the context requires.

**Payment due date** means the date or dates for payment of a charge for a service as specified in the service specification.

**PPSA** means the Personal Property Securities Act 1999 as it is from time to time amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under such legislation.

**Security interest** means the security interest provided for by the terms of the service agreement.

**Self install** means the radio equipment has been configured ready for a self installation. Payment is due on day of pick up and must be within 5 days of getting confirmation it is ready.

**Service** means the services supplied to you as set out in a service specification; services refers to each and every service to be supplied under the service agreement.

**Service request date** means the date requested by you for the commencement of the service, as specified in the service specification.

**Service specification** means a written service specification of any service, in a form prescribed by WIZwireless signed by or on behalf of the parties and identified by the account number.

**Service specification signing date** means the date the service specification is executed by WIZwireless, as specified in a service specification.

**Site** means those sites specified in the service specification.

**Software** means software that is to be licensed to you in connection with the service, as described in the service specification.

**Third party agreement** means an agreement which you must enter into with a third party before WIZwireless can provide the service as specified in the service specification.

**Third-party service provider** means any third party service provider or contractor on whom WIZwireless depends in the provision of any service or any part thereof or whose service, licence, approval or fulfilment of certain obligations to WIZwireless will affect WIZwireless s provision of a service or any part of a service.

**Trade marks** means any trademarks, service marks, trade names, domain names, logos and foreign language equivalents whether registered or not.

**You, your, yours or customer** means the customer named or described in the service agreement.

**PLEASE SIGN TO CONFIRM**

## Signatories

**Signed for and on behalf of WIZwireless**

..... **Date:** ...../...../.....

**Ben Seddon**  
**Operations Manager**  
**WIZwireless**

**Signed for and on behalf of Person/Organisation**

..... **Date:** ...../...../.....

**{Name}**.....

**{Organisation}**.....