



MakaNet

TERMS AND CONDITIONS

BY USING THIS SITE AND AVAILING OF THE SERVICES OFFERED, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SITE AND EXIT IMMEDIATELY. WE RESERVE THE RIGHT TO MODIFY OR AMEND THE FOLLOWING TERMS AND CONDITIONS FROM TIME TO TIME WITHOUT NOTICE. YOU'RE CONTINUED USE OF OUR SITE AND ANY AFFILIATE WEBSITES FOLLOWING THE POSTING OF CHANGES TO THESE TERMS AND CONDITIONS WILL BE TAKEN AS YOUR ACCEPTANCE OF THE AMENDED TERMS AND CONDITIONS.

1. **Supply**

1.1. Supply

This Agreement (including these terms) sets out the terms and conditions on which we will supply the Service to you.

1.2. Nature of Service

The Service will be available to people in rural and remote areas in New Zealand.

1.3. Variations to the Service

Due to the nature of the Service, you acknowledge that the Service may be unavailable for periods of time and may be varied for technical or operational reasons without notice to you. We will use reasonable endeavours to provide you with appropriate notice where possible.

1.4. Limitations

The Service is supplied on the basis of limitations (including limitations as to quality and use) as set out in the Service Description. We do not guarantee that the Service will be continuous or fault free due to the nature of the Network and our reliance on third party suppliers.

1.5. No warranty

we do not warrant that it will be able to supply the Service or any equipment associated with the Service.

1.6. Resupply

we resupply the Service to you using the Satellite Network and networks and systems supplied by other Wholesale Service Providers. However, we do not represent or act on behalf of Mekanet or those Service Providers. You must contact us if you have any queries or issues with respect to the supply of the Service.

1.7. Change of supplier

We may or our Wholesale Service Providers may change the supplier of the Satellite Network used to supply the Service. If this occurs, then the equipment on your premises may need reconfiguration to enable your equipment to pick up the new Satellite Network. You agree to allow us and/or our Wholesale Service Providers to access your site or premises for the purpose of making these changes.

2. Terms

2.1. Term

Subject to this Agreement, we will supply the Service to you from the Connection Date for the period specified in the Application Form (Term). Unless terminated by either party on 10 Business Days' notice after the end of this period, we will continue to provide the Service to you after the expiration of the initial Term. If you request to cancel your Service your access will be terminated immediately and you will be required to pay the full month's access fee for your current billing month and any other applicable usage charges

3. Use of Service

3.1. Use

you must only use the Service for your own personal use or business use in accordance with this Agreement.

3.2. No resale or wholesale

You must not wholesale, resell, distribute or reproduce all or any part of the Service.

3.3. Responsibility for third parties

you are responsible for and must ensure that any person you allow to use the Service complies with this Agreement as if they were you.

3.4. Prohibited activity

You must :

- (a) not use in an unlawful manner or for any activity
- (b) not expose Mekanet or its Service Providers to any liability;
- (c) not misuse the Service;

4. Your obligations

4.1. Fair use

You agree to use the Service in accordance with our Acceptable Use Policy which is amended from time to time and is available on our website.

4.2. Eligibility Criteria

you warrant that you satisfy the Eligibility Criteria at commencement of supply of the Service.

4.3. Provide assistance

you agree to provide any information and reasonable assistance to Mekanet or its Service Providers to enable the Service to be provided to you. You must provide true and complete answers to any reasonable installation questions which may affect or prevent successful installation, commissioning or testing of any equipment provided as part of the Service.

4.4. Acknowledge

Your acknowledgment that:

(a) Makaanet or its suppliers may be required by law to intercept communications over the Service and may also monitor your usage of the Service and communications sent over the Network;

(b) Makaanet may disconnect or procure the disconnection of any connections made by you or on your behalf to any Service Provider's Network, systems, equipment, property or facilities in connection with Makaanet's supply of the Services, within a specified timeframe.

(c) We do not exercise any control over, authorise or make any warranty regarding access of any content used when using the Service;

(d) We will not be liable for any third party charges which may be incurred by accessing content, services, sites or software of third parties.

5. Changing to your Service

5.1. Request

You may request a change (including a transfer, upgrade or downgrade) to your Service. We will use reasonable endeavours to make the change provided that the change is feasible and can be achieved technically. You are entitled to 1 change of plan per month at no cost. If you change your plan, then the changes will come into effect in your next billing cycle. Other fees for varying your service will be set out in the Application Form or will be notified to you.

6. Support

6.1. Contact

You may request support or report a fault by telephone, email or by writing as set out in the Contact Form, or notified to you on the our [website](#) from time to time.

6.2. Equipment

we will provide you with equipment (including a network termination device) for use in conjunction with the Service. You will be required to keep this equipment on your premises. Upon request by us, you must provide to us the location of any equipment provided to you.

6.3. Ownership

Any equipment supplied by us or our Services Providers will remain the property of our Wholesale Service Providers (as the case may be) unless paid for in full.

6.4. Maintenance

if you require maintenance or servicing of equipment provided by us or our Service Providers then you must let us know.

6.5. Obligations in relation to equipment

You must keep any equipment used in conjunction with the Service; including any equipment provided by us or our Service Providers, safe and in a suitable environment and must use the equipment in accordance with the directions of use (fair wear and tear excepted). You must ensure that all equipment used by you in relation to the Service and the manner in which you use that equipment complies with all laws and any directions reasonably given by us.

6.6. Software

you must comply with the terms of any license for any software provided to you in relation to the Service.

7. Billing

7.1. Commencement

We will charge you for your use of the Service on and from the Connection Date in accordance with the plan you have chosen.

7.2. When fees payable

You must pay the fees even if :

- (a) The Service is unavailable or the Network is unavailable; or
- (b) You are unable to use the Service for any reason, provided that if the Service is suspended or unavailable for use for a substantial period, we may provide a discount or credit for the period in which the Service was suspended or unavailable for use.

7.3. Payment terms

You will be required to pay your invoices for your elected plan for the Service by direct debit or by credit card on the due date.

8. Complaints and disputes

8.1. Complaints procedure

If you have a complaint in relation to the Service, you may complain by telephone to us or in writing to us in accordance with our complaints procedure as amended from time to time.

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10. Termination, cancellation and suspension of Service

10.1. Suspension, cancellation or termination

We may (whether on our own or at the request of a Wholesale Service Provider) immediately suspend or cancel the Service or immediately terminate this Agreement without liability to you and without notice if you breach the terms of this Agreement or where:

- (a) Wholesale Service Provider ceases to supply all or part of the Service to us
- (b) We are required by law to do so;
- (c) You provide false or incomplete information about you relating to the Service;
- (d) you are unable to pay your debts as and when they fall due;
- (e) we are unable to provide the Service to you in accordance with the Service Description.
- (f) You do not pay your invoice by the relevant due date.

10.2. Rights on termination

On termination of this Agreement for any reason:

- (a) All monies owing to us become due and payable;
- (b) You must immediately stop and procure that any third party stops using the Service.
- (c) You must immediately return to us at your expense and risk all equipment supplied by us or our Wholesale Service Providers, or enable us to collect it from your site or premises.

10.3. Termination Notice

Once your Contract Term has been completed, your service will continue to renew automatically on a month to month basis.