

This email confirms that your status in our accounting system has been changed from Lead to Active Service

Below are the terms of service associated with your internet subscription. You should print or keep this email for your records.

Taylor Communications Terms of Service

What is this Document?

This document contains your Terms of Service (TOS)

It is an agreement between you and Taylor Communications, explaining the rights and responsibilities of Taylor Communications and you as a Taylor Communications customer.

By ordering a service from Taylor Communications, or by using equipment provided by Taylor Communications, you accept the terms and conditions contained in this agreement and agree to comply with its requirements. Taylor Communications is also bound by this agreement, although Taylor Communications has the right to update the terms of service and other policies with conditions.

We have done our best to make this document and other Taylor Communications policies understandable.

Definitions

Customer, I, you, your:	means a person, a company, or legal entity who subscribes to a service provided by Taylor Communications
User:	Also refers to a person, company or legal entity who subscribes to a service provided by Taylor Communications, but also includes someone who also uses the same service
Service:	Any service provided by Taylor Communications
Equipment:	Any equipment provided by Taylor Communications for the purpose of providing you with the subscribed service.
Us, We, Our:	Taylor Communications Ltd
@ruralkiwi address	Refers to the email address you supplied during the installation or sign up process. It is the email address to which we send your invoices.

Scope of this Agreement

This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of New Zealand. In the event of a conflict between this agreement and any applicable tariff, the tariff shall prevail. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement, which incorporates by reference the Taylor Communications Acceptable Use Policy and Privacy Policy embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Taylor Communications may amend the terms and conditions of this Agreement by giving you thirty (30) days notice. This notice may be in writing or may appear online or by email to your chosen @ruralkiwi address. This Agreement is subject to modification by any authorized regulatory agency. Taylor Communications may assign this agreement without limitation, but you may not assign this Agreement without Taylor Communications's prior written consent. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assignees.

Your Responsibilities

You agree to purchase a service from Taylor Communications, in accordance with the terms and conditions of this agreement.

Customer Responsibility

You have certain responsibilities as a party to this agreement. Another section describes the

responsibilities of Taylor Communications.

You acknowledge that you accept this Agreement on behalf of yourself, your users and all persons who use the equipment and/or service through the equipment.

You have the sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this agreement.

You acknowledge and agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this agreement, whether such breach is the result of the use of the Service and/or Equipment by you or another user.

You agree to use your Taylor Communications supplied service from your own premises.

You agree to provide Taylor Communications with accurate and complete billing information, including your legal name, address and telephone number. If your address, phone number, name or other billing information changes, you will notify us of the changes within 30 days.

By ordering and paying for a Taylor Communications account, or by using the Taylor Communications service, you affirm that you are 18 years of age or older or you have parental or guardian consent to use the service and act as guarantor over your account.

What happens if I break this agreement

If you default or break this agreement, Taylor Communications may temporarily suspend or permanently close some or all of your service. Taylor Communications alone makes this decision. Suspending or closing your service does not limit Taylor Communications' remedies or incur any liability to you (that is you don't have to be credited down time as a result of you defaulting). "Default" means failure on your part to comply with this agreement. This includes getting behind on your payments and breaking the provisions of this agreement or associated policies, but is not limited to these situations.

If you use your own equipment with service provided by Taylor Communications in violation of any of the provisions of this agreement, Taylor Communications will notify you and take such action as is necessary for the protection of the service for use by its other customers. This may include disconnecting your service.

Taylor Communications reserves the right to charge a disconnect and/or reconnect fee for any semi-suspended or discontinued service.

The responsibilities of Taylor Communications

Taylor Communications has certain responsibilities as a party to this agreement. Another section describes your responsibilities.

Taylor Communications agrees to provide you with the service and the required equipment, provided that you comply with all the terms and conditions of this agreement. Taylor Communications also agrees to maintain the equipment provided by us. Another section details the terms over equipment.

We will do our best to provide uninterrupted service. However, like any other telecommunications service provider, the service may experience temporary slowdowns or interruptions caused by:

- Overload
- Abuse
- Equipment modifications, upgrades, relocations, or repairs, and similar activities necessary for the proper operation and supply of the service.
- Disasters (see "force majeure" in another section)

Taylor Communications will provide basic instructions on how to use the service. These instructions will appear on the Taylor Communications website. You are also entitled to technical support for the Taylor Communications provided equipment or service via phone or email – during the Taylor Communications support hours.

We cannot provide technical support for any hardware, software or operating systems not provided by Taylor Communications.

If a Taylor Communications technician or representative is asked to provide support or repair for software or hardware that is not supplied by Taylor Communications, a callout and labour charge may apply.

If Taylor Communications service cannot be made to work at your location because of distance, hills, trees, or any other cause, you will be refunded 100% of any payments you have made to us, subject to this agreement. You must return the equipment in good condition. Taylor Communications has no other liability if your location proves impossible to provide the service for.

If we are unable to continue to provide service after it has been installed and working for a period of time longer than 30 days, you will only be refunded any advance payments up until the date that service can no longer be provided. If equipment needs to be moved (for example a tree has grown in a line-of-sight path) you will be responsible for the costs involved with the equipment relocation.

Force Majeure (Disasters, Etc)

Neither you or Taylor Communications is liable for any delay or failure in performance of any part of this agreement caused by any even beyond your, or our, control, and without your, or our, fault or negligence.

These events include, but are not limited to, the events known legally as "Force Majeure". Force Majeure refers to a number of situations that could affect you and Taylor Communications in performing your, or our, obligations.

- acts of civil or military authority
- terrorist acts
- nuclear accidents
- inability to secure transportation facilities, hardware or software products, or services of other persons
- government regulations
- riots
- strikes
- acts or omissions of transportation or common carriers
- embargoes
- insurrections
- extended power blackouts
- natural disasters
- epidemics
- fires
- severe weather conditions
- environmental disturbances
- war
- explosions
- legal and/or regulatory constraints

If a Force Majeure condition occurs, the party injured by the other party's inability to perform has two options (detailed below). The injured party has 30 days to choose which one. If the injured party does not inform the other within 30 days of being notified of a Force Majeure situation, the second option goes into effect.

Option One: The injured party may terminate the agreement if such Force Majeure condition results in a delay or failure to perform which continues for more than 30 calendar days.

Option Two: The injured party may suspend the service for a duration of the delaying cause and buy a similar service. After the force majeure condition is over, this agreement and service will continue.

Paying for your Taylor Communications service

The price you will pay Taylor Communications is the monthly rate and other fees and charges such as toll calls, and data overage fees associated with the service and equipment including applicable taxes as established from time to time by Taylor Communications.

Taylor Communications reserves the right to modify the rates, fees and charges at any time.

You have the right to be notified of price changes at least 30 days before the new rate takes effect.

You acknowledge that you may incur additional charges while using the service. If you make purchases over the internet, those transactions are between you and the seller, and have nothing to do with your relationship with Taylor Communications.

Taylor Communications will charge your credit card periodically as agreed when you signed up for the service.

Payment will be deemed made when received by Taylor Communications.

If a credit card payment is declined by the payment service, it will be retried in 2 days time.

Other payment options include Cheque or Bank Account Deposit with references.

Cheques may be made out to Taylor Communications, and sent to our nominated address and Bank Deposits may be deposited into our nominated bank account. This information may be obtained from the bottom of any invoice sent to you.

If your account becomes overdue, you will receive a notice by email or post. At this time, Taylor Communications may take steps to reduce the service supplied or temporarily suspend the service and apply any applicable late payment, disconnection and / or reconnection fees.

If your account becomes more than 5 days overdue, Taylor Communications may apply a late fee to the invoices concerned.

Taylor Communications does not issue refunds for prepaid services less than 6 months long, unless any other statement in this agreement deems it appropriate.

A service charge of up to \$20, will be assessed for each cheque that is returned to Taylor Communications for insufficient funds.

You will get your statement by email to your @RuralKiwi email address or by post. Any other delivery address or method must be pre-arranged. It is your responsibility to check your @ruralkiwi email address or nominated email address for billing information and Taylor Communications announcements.

If you prefer to have a statement or invoice mailed by post or faxed to you, a processing and handling charge will apply.

Minimum Contract / Agreement Length or Term

Some services require a minimum contract length or minimum contract term.

If this is the case, you will be informed by verbal or written means during the sign up or sales process.

This agreement becomes effective on the date on which you order your Taylor Communications service. Your first payment is due at the moment your service is connected. This is also your start-of-service date.

Invoices issued by Taylor Communications are due on the 20th of the month unless otherwise stated on the invoice.

Invoices will be issued by email, or post if specified.

This agreement remains in effect for a set term from your start-of-service date. It will continue on a month-by-month basis after the set term has passed, until such time as your Taylor Communications account is closed by you or Taylor Communications.

Credit for Down Time

Although we intend to maintain your service at all times, you have the right to be credited if through our negligence you lose service via Taylor Communications for more than 24 hours. In such a case, we will credit you 1/30 of the monthly base charge for each 24 hour period from the time you notify us the interruption until the service is restored. The 24 hours must be continuous. You cannot add up shorter periods.

To receive credit, you must notify the Taylor Communications office that your service is not working.

Most types of outage do not qualify for credit. Please read the next section for more information.

Events that don't qualify for credit

Most temporary service outages do not qualify for credit.

You will not get credit for problems with the service caused by your own or others' negligence or willful act (except as provided above) or for problems caused by weather or disaster-like situations. Please see Force Majeure. "Willful acts" include system failures caused by viruses, "hacking," "cracking," and other forms of remote malice.

You will not get credit for loss of connectivity caused by technicians working to modify or repair Taylor Communications equipment.

You will not get a credit for interruptions less than 24 hours long. Taylor Communications may, however, issue credit on a case-by-case basis at our discretion.

If you believe that Taylor Communications has billed you in error, you must contact us within 30 days of the invoice or statement date. Refunds or adjustments will not be given for any charges more than 60 days old.

Deposit

Taylor Communications may require a deposit or bond to commence the supply of service. If a bond is collected, it will be returned on the closing of your account. If a deposit is collected, it may be used as payment towards your first and/or subsequent invoices.

Closing your Account

To close your account, you must notify Taylor Communications. To add or remove services, or close an account, you must identify yourself to our satisfaction. This is to protect unauthorized changes by other persons to your account.

If you wish to cancel or close your account and terminate this agreement before the set term passes, an early termination fee may be charged. If you continue to subscribe beyond the initial set term, you must still provide 30 days notice to the closure of your account. Services will still be charged during this time and until the next billing cycle begins.

You agree that upon termination of this Agreement:

You will pay Taylor Communications in full for your use of the Equipment and the Service up to the effective date of termination of this Agreement or the date on which the Service and Equipment have been disconnected and returned to Taylor Communications, whichever is later. You will not receive a refund if you terminate service part-way through a month.

You will allow Taylor Communications employees or contractors to access your premises to remove the Equipment. This may mean coming in your house and climbing on your roof. We agree to arrange a time that is convenient for you, and a Taylor Communications technician. You will notify new occupants of your premises that a representative will be coming to remove equipment if our removal date occurs after you have moved out. Should the new occupants block access to our equipment, we will seek police assistance for access or charge you the replacement cost of the equipment.

You will return all of the equipment provided to Taylor Communications. Not returning the equipment in good condition is considered a default and you may be liable for replacement costs.

Credit for closed accounts

If you cancel your Taylor Communications service, we will refund that part of your latest payment which covers service up until your next invoice date excluding the 30 day notice period. Your setup and installation fees are non-refundable. You will always be refunded at the rate you paid. That is, if you got a discount, you will be refunded at the discount level, not at the standard level.

Computer Equipment

You are responsible for your own equipment that you use with the Taylor Communications service. For this agreement to be valid, your computer must meet minimum requirements (as determined solely by Taylor Communications) for broadband service. It must:

- Be technically and operationally compatible with the Service. Taylor Communications responsibility for your Internet connectivity stops at the downstream end of the Equipment. You are responsible for providing equipment capable of receiving and transmitting electronic data through a standard Ethernet port.
- Be compliant with applicable Radio Spectrum Management (Ministry of Economic Development) rules and regulations.

Home networks

You may access the internet via Taylor Communications from secondary computers on a home network within the limits of the Acceptable Use Policy. Your home network is not part of your Taylor Communications Service or Equipment. By accepting this agreement, you explicitly acknowledge that Taylor Communications will not provide technical support for equipment or software that is not part of the Taylor Communications Service or Equipment.

Allowing someone to connect to your home network from outside your premises and use your Taylor Communications service is strictly prohibited. If you do this, we will close your account.

Giving someone outside your household your Taylor Communications login name and password is called "account sharing" and is strictly prohibited. This may also incur extra fees on your behalf when your account is logged in twice.

Equipment supplied by Taylor Communications

Taylor Communications agrees to maintain the equipment in working condition for the lifetime of this agreement. In case of equipment failure, Taylor Communications will troubleshoot, diagnose, repair, or replace the equipment within 48 hours. In some cases diagnosing and repairing equipment can take more than 48 hours. In those cases we will provide a loaner set of equipment to you.

All equipment supplied by Taylor Communications, except for any item that you buy and pay for in full, remains the property of Taylor Communications. You may not mortgage, sell, transfer, lease, encumber, or assign all or part of the equipment.

If you lose or break the equipment, or turn it over to someone else as described in the previous paragraph, you must pay Taylor Communications the full cost of the repair or replacement. If Taylor Communications spends money in the effort to get the equipment back, you must also pay those costs.

You will not modify, tamper with, or move the Equipment. If you need the equipment moved, you must contact Taylor Communications and ask to have a Taylor Communications technician or contractor to move the equipment for you. You may be charged for the callout, labour and materials required to move the equipment.

If equipment, including network components, is moved or modified by anyone other than Taylor Communications personnel (employed or contract), and damage to the equipment results so that Taylor Communications personnel or contractors are called out to your location to repair or replace it, you will be charged for the visit in addition to any other charges specified in the Terms of Service.

You authorize Taylor Communications and its employees, agents, contractors and representatives to enter your premises in order to install, maintain, inspect, repair, and remove the Equipment. Taylor Communications agrees to arrange a mutually convenient time with you for these activities.

Specifics to Telephone Service

Because your telephone service may be supplied using the Taylor Communications digital network, there may be some limitations to your telephone service.

Fax and other digital devices that use analog signaling may not be supported. This includes fax machines, monitored burglar alarms and St John lifelink alarms.

Taylor Communications provides 111 connections on a best effort basis. The 111 operator is not able to lock your telephone line, nor will they know the address of the location you are calling from unless you tell them. We suggest keeping a cell phone handy as an alternative.

During a power cut, telephone service may be suspended. Taylor Communications takes steps to try and ensure its network has backup power supplies but cannot guarantee this. Equipment based at your address may not operate during a power cut unless a backup power supply or UPS is used. A UPS is a separate device, has upfront costs involved and must be purchased separately. Telephone is usually one of the services affected by a power cut.

Limitation of Liability

Taylor Communications SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION NOT WITHIN THE COMPLETE CONTROL OF Taylor Communications, NOR SHALL Taylor Communications BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY YOUR OR YOUR USERS' EQUIPMENT. YOU (THE CUSTOMER) AND YOUR USERS HEREBY RELEASE Taylor Communications FROM LIABILITY ARISING FROM ANY CONTENT ACCESSED VIA THE SERVICE. Taylor Communications PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMMOTIONS, ACTS OF GOD, OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. Taylor Communications SHALL NOT BE LIABLE IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR (THE CUSTOMER'S) OR YOUR USERS' EQUIPMENT, RENDER THE SAME OBSOLETE, OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL Taylor Communications BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC. THE LIABILITY OF Taylor Communications FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAYABLE BY YOU (THE CUSTOMER) UNDER THIS AGREEMENT FOR THE SERVICE DURING THE PERIOD SUCH DAMAGES OCCUR. Taylor Communications MAKES NO OTHER WARRANTIES OR

REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICE, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY, AND ANY OTHER WARRANTY IMPLIED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, Taylor Communications SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO THE FOLLOWING CIRCUMSTANCES:

- **Eavesdropping.** Taylor Communications uses an encryption technology to transmit data. Even so, there is a slight risk that you could be subject to "eavesdropping." This means that other parties may be able to access, monitor, and/or decode your traffic. This risk of eavesdropping exists not only over Taylor Communications network, but also on the Internet and all other electronic data networks. Because of this risk, you should not send any sensitive or confidential information, such as credit card numbers or other financial information, medical information, or trade secrets, over the network except via secure technologies such as SSL (secure, encrypted web pages). Any information you send over the network is sent at your sole risk.
- **Home Networks.** Your home network is not part of your Taylor Communications service. Any security risks associated with your wireless or wired home network are independent of the Service. Taylor Communications has no responsibility for the security or operation of computer equipment other than the Taylor Communications owned equipment.
- **FTP/HTTP/P2P Server Setup.** If you install an FTP server or an HTTP server on a computer connected to the Internet, other people may be able to gain access to your computer. If you run any such applications, you must take the appropriate security measures. Taylor Communications reserves the right to limit the use of server software.

Taylor Communications has a right to claim economic damages from you if you violate the Taylor Communications Terms of Service or its associated policies and cause Taylor Communications significant economic harm.

Indemnity

You and your users shall indemnify and hold harmless Taylor Communications from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to third parties, relating to or arising from the use of the Service by you, your users, or others using your access, whether or not you know of or have authorized such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement (where you or your users have used, connected, or combined the Service with the products or services of others), negligence, or tortious behaviour.

Intellectual Property

Ownership of Newly Developed Systems: All past, present, and future computer programs, software, drawings, diagrams, specifications, and other materials licensed or developed by Taylor Communications or its suppliers, in connection with delivering the Service, whether or not developed at your specific request, remain the property of Taylor Communications. You do not acquire sublicense or rights in these items by virtue of this agreement or the provision of the Service.

Service Marks and Trade Names: Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for you to use the name, trademarks, service marks, or trade names of the other party for any purpose whatsoever. If either you or Taylor Communications intend to use the other's corporate or trade name, logo, trademark, or service mark in any kind of published material, you must show the proposed use to the other party and get their approval in writing before you publish or release the material. This requirement covers advertising, sales promotions, press releases, or other publicity matter relating to this Agreement.

Acceptable Use Policy

This policy is a separate policy document and its terms and policies are included within the terms of this agreement.

Important Final Notes

- **When the agreement is cancelled or terminated, Taylor Communications staff must be allowed access to remove any equipment supplied by us. It must be in good condition.**
- **30 days notice must be given if you wish to cancel or terminate the agreement.**
- **If you have a minimum service term, this contract continues on a month-to-month basis after that term has passed.**
- **If you are unable to provide 30 days notice from the time you notify us of your wish to terminate the agreement, and the time we are first able to remove the equipment, a special callout fee may be charged.**

By continuing with your service without notifying us of your cancelation for more than 3 days after activation or installation, constitutes your signing and understanding of this agreement.