

## **Copyright Information**

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## **SafeNZ Networks Limited Internet Access Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCESS THE SERVICE PROVIDED TO YOU BY SAFENZ NETWORKS LIMITED. BY USING THE SAFENZ NETWORKS LIMITED SERVICE YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT AND THE SAFENZ NETWORKS LIMITED ACCEPTABLE USE POLICY. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS BELOW, YOU MAY NOT ACCESS OR USE THE SERVICE.

SAFENZ.NET, a division of SafeNZ Networks Limited provides the Service, which is defined below in Section 1, to you subject to your compliance with ALL of the terms and conditions below, which are collectively referred to as the "Agreement". This Agreement is intended to establish the terms and conditions of only the Service defined in Section 1.

### **1. Services**

1.1 The Service provided to you by SafeNZ Networks Limited may include the following features:

1.1.1. Filtered or unfiltered Internet access. It is recognised that filtered services are designed to limit the availability of any Internet content that is deemed "unsafe" at the sole discretion of SafeNZ Networks Limited. SafeNZ Networks Limited makes NO GUARANTEE THAT ALL INTERNET CONTENT AVAILABLE TO THE END USER VIA THIS SERVICE WILL BE DEEMED SUITABLE BY THE END USER. It is also recognised that some services may be incompatible with the filtering technologies employed by SafeNZ Networks Limited and so will be unavailable to the end user.

1.1.2. Electronic mail ("email") capability and the use of an email address or addresses to enable you to send and receive email communications.

1.1.3. Business telecommunication services such as virtual private networks, telehousing and network management.

1.1.4. Internet access is offered by SafeNZ Networks Limited subject to the following limitations.

1.1.4.1. Local access dialup numbers may not be available in all areas served by SafeNZ Networks Limited.

1.1.4.2. It is your responsibility to contact your local telephone company to determine if use of a particular SafeNZ Networks Limited dialup number will cause you to incur toll charges. SafeNZ Networks Limited is not responsible for paying any charges incurred by you through your use of your SafeNZ Networks Limited account.

1.2. Any means of identification assigned to you by SafeNZ Networks Limited in order for you to use the Service is and will remain the property of SafeNZ Networks Limited. At SafeNZ Networks Limited's sole discretion, this identification may be altered or replaced at any time.

1.2.1. These means of identification include but are not limited to account usernames, email and Internet protocol addresses.

1.3. SafeNZ Networks Limited makes no guarantees as to the continuous availability of the Service or any specific feature of the Service. SafeNZ Networks Limited reserves the right to change the Service at any time with or without notice. Features of the Service which are subject to change include, but are not limited to: access procedures, commands, documentation, hours of operation, menu structures, and vendors.

### **2. Registration Requirements**

2.1. You must be at least 18 years old to register for this Service. By indicating your acceptance to this Agreement, you also indicate that you meet this age requirement.

2.1.1. Minors who access this Service are assumed to have parental or guardian consent before accessing this Service as required by the signed application you returned.

2.2. You agree to provide SafeNZ Networks Limited with accurate and complete billing

information. This information must include your legal name, address, and telephone number. Any changes to this information must be reported to SafeNZ Networks Limited no later than 14 days after such change becomes effective.

2.3. By indicating your acceptance to this Agreement, you agree that you will be responsible for all charges posted to your account until you cancel the account through contact with SafeNZ Networks Limited in one of the specified methods in Section 11.

### **3. Fees**

3.1. Any setup fee you are charged by SafeNZ Networks Limited is non-refundable.

3.2. Current prices for SafeNZ Networks Limited services are normally posted on our web site.

3.2.1. SafeNZ Networks Limited reserves the right to change prices and institute new fees. SafeNZ Networks Limited will announce price increases or decreases online at the above site at least 30 days before such changes are to take effect.

3.3. If a payment made in any form is dishonoured, SafeNZ Networks Limited will charge a \$25.00 dishonour fee.

This fee will appear on your next month's invoice.

3.4. SafeNZ Networks Limited dialup or ADSL accounts are to be paid one month in advance. If the account remains unpaid 14 days after the due date, your account may be suspended or cancelled at SafeNZ Networks Limited's sole discretion.

3.4.1. If your account is suspended, regular charges continue to accrue until you cancel your account.

3.4.2. SafeNZ Networks Limited may charge a fee of up to \$14.95 to reinstate a suspended account at SafeNZ Networks Limited's sole discretion.

3.4.3. If an account remains unpaid for two consecutive months SafeNZ Networks Limited reserves the right to delete any existing email destined for the account, disable future email destined for the account and pursue debt collection procedures.

3.5. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) will accrue daily on any unpaid balance which is more than 30 days old.

3.6. You agree to pay all Sales Taxes (GST), Duties, or Levies which are required by applicable law.

3.7. You agree to pay all legal and collection fees arising from efforts to collect any unpaid balance on your account.

3.8. If you believe that SafeNZ Networks Limited has billed you in error, you must contact the Customer Service Department within 60 days of the invoice or transaction date of the charge. Refunds or adjustments will not be given for any charges which are more than 60 days old.

3.8.1. In Section 11, you will find a listing of acceptable methods to use to contact the SafeNZ Networks Limited Customer Service Department.

### **4. Use of the Service**

4.1. You and any members of your household are the only individuals who are authorized to access the Service through your SafeNZ Networks Limited account.

4.1.1. You must not permit any other individual or entity to access the Service through your account.

4.1.2. You must ensure that all authorized users of your account comply with all of the terms and conditions of this Agreement.

4.1.3. You are responsible for maintaining the confidentiality of any and all passwords used by you or members of your household to access the Service.

4.1.4. You are responsible for all activities and charges assessed as a result of use of your passwords and account in connection with the Service.

4.1.4.1. However, SafeNZ Networks Limited will not hold you responsible for activities and charges attributable to an unauthorized user's access to your account without the permission of an authorized user of your account, provided that both of the following conditions are

satisfied:

4.1.4.1.1. You must notify SafeNZ Networks Limited within 24 hours of discovering any such unauthorized use of your account

4.1.4.1.2. The unauthorized use must not be attributable to the failure of any authorized user to exercise reasonable efforts to maintain the confidentiality of the account or password.

4.2. You are responsible for all local and long distance telephone charges for connection to the Service by you and by those who access the Service through your account.

4.3. You are responsible for providing all computer equipment and software necessary to access the Service. You will be responsible for the maintenance of any equipment or software.

4.4. You agree not to use the Service or permit others to use the Service through your account in any way which violates any international, regional, municipal, or local law or regulation; subjects SafeNZ Networks Limited to liability; or is in contravention of SafeNZ Networks Limited's Acceptable Use Policy. SafeNZ Networks Limited reserves the right to modify the Acceptable Use Policy at any time after thirty days' prior notice.

4.5. You agree to comply with all SafeNZ Networks Limited security procedures and standards.

4.6. You agree to be bound by the terms and conditions of the End User License Agreements for any software used by you to gain access to, or use the Internet through, SafeNZ Networks Limited.

#### **5. Monitoring the Service; Disclosure of Member Information**

5.1. SafeNZ Networks Limited has no obligation to monitor the Service.

5.2. SafeNZ Networks Limited may monitor the Service electronically and may disclose information regarding your use of the Service.

5.2.1. This disclosure may be made by SafeNZ Networks Limited to satisfy laws, regulations or governmental requests; to operate the Service properly; to protect itself or its members.

5.3. You agree that SafeNZ Networks Limited may hold this information about you and may pass it on to our employees, contractors, agents and business partners for a range of lawful purposes connected with our business operations, which include providing you with Services, administering your account, looking at ways in which we can improve the Services, keeping you informed as to the products and services (both existing and new) that are available to you from SafeNZ Networks Limited. However, SafeNZ Networks Limited will not disclose this information to any third party for the purposes of marketing any products or services not provided by SafeNZ Networks Limited.

5.4. In its sole discretion, SafeNZ Networks Limited reserves the right to remove or to refuse to post any information or materials, in whole or in part, which are unacceptable, undesirable, or in violation of this Agreement.

5.5 Any disclosure of subscriber information will always be according to the principles of the Privacy Act.

#### **6. No Warranties Provided by SafeNZ Networks Limited**

6.1. Except for certain products and services specifically identified as being offered by SafeNZ Networks Limited, neither SafeNZ Networks Limited nor any of its affiliates controls any information, products, or services on the Internet.

6.2. Except for such SafeNZ Networks Limited identified content, all merchandise, information, and services offered, made available, or accessible on the Internet are by third parties who are not affiliated with SafeNZ Networks Limited or its affiliates. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET BY YOU OR AUTHORIZED USERS ON YOUR ACCOUNT.

6.3. NEITHER SafeNZ Networks Limited NOR ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

REGARDING ANY MERCHANDISE, INFORMATION, OR SERVICE PROVIDED THROUGH ANY SafeNZ Networks Limited SERVICE OR ON THE INTERNET GENERALLY.

6.3.1. NEITHER SafeNZ Networks Limited NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY COSTS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

6.3.2. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY.

6.4. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU OR OTHERS ACCESSING THE SERVICE THROUGH YOUR ACCOUNT.

6.4.1. YOU ACCESS SUCH MATERIALS AND PERMIT OTHERS TO ACCESS SUCH MATERIALS THROUGH YOUR ACCOUNT AT YOUR OWN RISK.

6.4.2. SafeNZ Networks Limited HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS.

6.5. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.5.1. NO ADVICE OR INFORMATION GIVEN BY SafeNZ Networks Limited, ITS AFFILIATES, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

6.5.2. NEITHER SafeNZ Networks Limited NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS.

## **7. Your Remedies**

7.1. If you are dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to terminate this Agreement and discontinue using the Service by cancelling your SafeNZ Networks Limited account in one of the methods outlined in Section 11.

7.2. UNDER NO CIRCUMSTANCES SHALL SafeNZ Networks Limited, ITS AFFILIATES, OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF (OR THE USE OF OTHERS ACCESSING THE SERVICE THROUGH) YOUR ACCOUNT OR YOUR INABILITY TO USE THE SERVICE; ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

## **8. Indemnity**

8.1. You agree to defend, indemnify, and hold SafeNZ Networks Limited and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable legal fees, related to or arising from:

8.1.1. Any violation of this Agreement by you or those who access the Service through your account.

8.1.2. The use of the Service or Internet.

8.1.3. The placement or transmission of any message, information, software, or other materials on the Internet by you or by those who have access to the Service through your account.

## **9. Term of Agreement**

9.1. This Agreement is effective from your acceptance of these terms and conditions upon the first use of the Service through your account.

9.2. If you are a current SafeNZ Networks Limited member when this Agreement is activated, your continued Service signals your acceptance of the terms of this Agreement.

## **10. Termination of Agreement**

10.1. You may terminate this Agreement at any time. The termination will be effective at the end of your current billing cycle upon your giving notice to SafeNZ Networks Limited in one of the acceptable methods outlined in Section 11.

10.2. SafeNZ Networks Limited may terminate this Agreement:

10.2.1. At any time upon 30 days prior notice.

10.2.2. Immediately upon notice if:

10.2.2.1. You, or any person who has access to the Service through your account, commit a material breach of this Agreement, including but not limited to a breach of any obligation imposed under Section 4 of this Agreement.

10.2.2.2. You fail to pay any invoice within 14 days of the date of the invoice.

10.3. Upon termination of this Agreement, all rights granted to you and authorized users in your household under this Agreement shall immediately cease and terminate.

10.4. You must destroy or return to SafeNZ Networks Limited at your cost all copies of software, documentation and other materials that you received from SafeNZ Networks Limited.

10.5. Termination of this Agreement does not release you from the obligation to pay all accrued charges under Section 3 of this Agreement.

10.6. SafeNZ Networks Limited's right to enforce the provisions of Sections 3, 5, 6, 7, 8, 11, and 12 shall survive termination of this Agreement.

## **11. Notice**

11.1. These are the acceptable forms for you to communicate with SafeNZ Networks Limited to change or cancel your SafeNZ Networks Limited membership.

11.1.1. Web: <http://SafeNZ.net/contact>

11.1.2. Mail via NZ Post or courier companies. Mail must have adequate postage and be addressed as follows:

11.1.2.1. SafeNZ Networks Limited, Customer Service, P O Box 25200, Wellington.

11.1.3. Telephone calls must be directed to Customer Services at (06) 9742200 during business hours.

11.2. SafeNZ Networks Limited may provide notice to you by the following methods:

11.2.1. Electronic mail (email) at the address provided to you to access SafeNZ Networks Limited's electronic mail (email) feature.

11.2.2. Telephone, at the number provided by you according to your current account details.

11.2.3. Mail or courier post to the address you provided SafeNZ Networks Limited according to your current account details.

11.3. All notices or other communications from SafeNZ Networks Limited to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or posting or on the fourth (4th) calendar day following the date of mailing or couriating.

## **12. Miscellaneous**

12.1. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties. The remainder of the provisions shall remain in full force and effect.

12.2. SafeNZ Networks Limited's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. The course of conduct between parties shall not act to modify any provision of this Agreement.

12.3. This Agreement shall be governed by and construed in accordance with the laws of New Zealand.

12.4. Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

12.5. Neither this Agreement, nor any of your rights or obligations arising hereunder, shall be transferable by you to any third party without SafeNZ Networks Limited's prior written consent.

12.6. This Agreement, our account pricing, the Acceptable Use Policy, Home page policy, and the Anti Spam policy, constitute the entire agreement between you and SafeNZ Networks Limited with respect to the Service.

12.7. SafeNZ Networks Limited reserves the right to alter, amend or modify this Agreement at any time upon thirty (30) days notice.

12.7.1. No amendment or modification to this Agreement by you shall be valid or binding on SafeNZ Networks Limited unless made in writing and signed by both parties.

### **:::: Acceptable use policy**

#### **Introduction**

SafeNZ Networks Limited does not actively monitor nor does SafeNZ Networks Limited exercise editorial control over the content of any web site, electronic mail transmission, mailing list, news group or other material created or accessible over SafeNZ Networks Limited services. However, SafeNZ Networks Limited reserves the right to remove any materials SafeNZ Networks Limited does become aware of that are, in SafeNZ Networks Limited's sole discretion, potentially illegal, could subject SafeNZ Networks Limited to liability, "unsafe" or violate this Acceptable Use Policy ("Policy").

Your violating this Policy may result in the suspension or cancellation of your SafeNZ Networks Limited services, and an invoice for all time, resources and directly incurred costs will be issued to you. You should read and interpret this Policy in conjunction with the SafeNZ Networks Limited "Network Internet Access Agreement".

#### **2. Policies**

The following are violations of SafeNZ Networks Limited's Acceptable Use Policies (AUP):

2.1. Using a personal account for high volume or commercial use. If you would like to receive high-volume or commercial services, please contact SafeNZ Networks Limited Sales Department for information about establishing a commercial account.

2.2. Using SafeNZ Networks Limited's services for illegal purposes or in support of illegal activities. SafeNZ Networks Limited reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities which are prohibited as potentially illegal include, but are not limited to:

2.2.1. Unauthorized copying of copyrighted material including, but not limited to, digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and copyrighted software.

2.2.2. Exporting software, knowledge, products or technical information in violation of export control laws.

2.2.3. Posting or emailing of scams such as 'make-money-fast' schemes or 'pyramid/chain' letters.

2.2.4. Threatening bodily harm or property damage to individuals or groups.

2.2.5. Making fraudulent offers of products, items, or services originating from your account.

2.2.6. Attempting to access the accounts of others, or attempting to penetrate security measures of SafeNZ Networks Limited's or other entities' systems ("hacking"), whether or not the intrusion or intrusion attempt results in corruption or loss of data at SafeNZ Networks

Limited' sole discretion.

2.3. Harassing others by 'mail-bombing' or 'news-bombing'. 'Mail-bombing' constitutes sending more than ten (10) similar mail messages to the same email address. 'News bombing' constitutes sending more than 10Mb of data to a newsgroup.

2.3.1. Sending unsolicited email messages (commercial or otherwise) where the recipient objects to the content of the message or to the receipt of the message in general is also prohibited under this Section.

2.3.1.1. Member acknowledges that he/she/it is expressly prohibited from utilizing SafeNZ Networks Limited's service, SafeNZ Networks Limited's equipment or any SafeNZ Networks Limited's electronic mail address in connection with the sending of the same or substantially similar unsolicited electronic mail message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of SafeNZ Networks Limited's service, SafeNZ Networks Limited's equipment or any SafeNZ Networks Limited electronic mail address.

2.3.1.2. A message is unsolicited if it is posted in violation of a USENET or newsgroup charter and /or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's e-mail address accessible to the public shall not constitute a request or invitation to receive messages.

2.3.1.3. Member specifically agrees that he/she/it will not utilize the SafeNZ Networks Limited's service, SafeNZ Networks Limited's equipment or any SafeNZ Networks Limited electronic mail address in connection with the transmission of the same or substantially similar unsolicited message to 50 or more recipients or 5 or more newsgroups in a single day. For each email upon which this provision is violated, Member agrees to pay SafeNZ Networks Limited \$0.50 per email for an unintentional violation of this provision, but where warranted, such as in the case of an accidental transmission, SafeNZ Networks Limited may waive all or part of the applicable charge. In cases of wilful violations of this provision, Member agrees to pay SafeNZ Networks Limited \$10.00 per offending email plus all consumed resources and direct costs. SafeNZ Networks Limited at its sole discretion shall determine whether such a violation was unintentional or wilful. Payment by the member under this provision shall not prevent SafeNZ Networks Limited from seeking to obtain other legal remedies against member, including other damages or an injunction.

2.4. Revealing your account password to others or allowing use of your account by others (other than authorized users in your household).

2.4.1 At no time can there be simultaneous use of the same username and password combination on more than one computer unless written consent is obtained from SafeNZ Networks Limited.

2.5. Forging any message header, in part or whole, of any electronic transmission, originating or passing through SafeNZ Networks Limited.

2.6. Distributing viruses to, from or through SafeNZ Networks Limited.

2.7. Use of software or any device that would allow your account to stay logged on while you are not actively using SafeNZ Networks Limited services or use the account for the purpose of operating a server of any type.

2.8. Cross-posting advertisements for products, items, or services to three (3) or more unrelated USENET newsgroups.

2.9. Posting any articles to any USENET or other newsgroup, mailing list or similar forum which are off-topic according to the charter or other public statement of the forum.

2.10. Disrupting any newsgroup with frivolous, excessively vulgar, or repetitious postings.

2.11. Posting of binary, or excessively large, unrelated text files to non-binary news groups that have specifically requested such material not be posted in the group's FAQ (Frequently Asked Questions).

2.12. Installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by

others.

2.13. Engaging in any of the above activities using the service of another provider but channelling such activities through a SafeNZ Networks Limited account or re-mailer, or using a SafeNZ Networks Limited account as a mail drop for responses.

### **3. SafeNZ Networks Limited Assumes No Liability**

SafeNZ Networks Limited has no practical ability to restrict all conduct, communications or content which might violate this Policy prior to its transmission on SafeNZ Networks Limited's systems, nor can SafeNZ Networks Limited ensure prompt removal of any such communications or content after transmission or posting. Accordingly, SafeNZ Networks Limited does not assume liability to subscribers or others for any failure to enforce the terms of this Policy.

### **4. Revisions to this Policy**

SafeNZ Networks Limited reserves the right to modify this Policy at any time upon at least thirty (30) days prior notice. Notice of modifications to this Policy may be given to subscribers by posting such changes to the SafeNZ Networks Limited web site, by electronic mail, or by conventional mail.

### **:::: Anti SPAM policy**

Spam (un-solicited commercial email), is considered unacceptable by SafeNZ Networks Limited. SafeNZ Networks Limited will actively filter all email arriving at SafeNZ Networks Limited's email servers (internally and externally) for Spam. Any email identified as spam (at SafeNZ Networks Limited's sole discretion) will be deleted without further notice. SafeNZ Networks Limited reserves the right to block email from any source SafeNZ Networks Limited deems as spam friendly. It is acknowledged that spam filtering is never fully effective however and can result in the deletion of legitimate email or the passing of spam to SafeNZ Networks Limited customers without deletion. If a SafeNZ Networks Limited customer suspects that email is being unjustly deleted or blocked they should contact [abuse@SafeNZ.net](mailto:abuse@SafeNZ.net) with full details.

Any SafeNZ Networks Limited customer deemed to be responsible for using SafeNZ Networks Limited's systems for spam in any way (at SafeNZ Networks Limited's sole discretion) will be dealt with as per section 2.3.1.3 of the Acceptable Use Policy and be subject to immediate account termination.

### **:::: Privacy policy**

1. SafeNZ Networks Limited will only collect and store information required for the effective operation of SafeNZ Networks Limited and its associated companies as an Internet service provider and Internet marketing company.
2. Information on customers usage or traffic will be confidential and will not be made known to any individual or company where this information is not required for the operation of SafeNZ Networks Limited Ltd.
3. Customers access codes are confidential and will not be made available to any person or company outside of SafeNZ Networks Limited for any reason whatsoever.
4. Credit information will be held in confidence however it will be used in any way possible to aid in the recovery of delinquent or defaulting debtors including an unpaid or unregistered notice being posted on the defaulters closed web sites.
5. All information will be stored as securely as possible while maintaining the ability for authorised SafeNZ Networks Limited staff to quickly and effectively access this information when required operational purposes.
6. When information is no longer required for the operation of SafeNZ Networks Limited or its associated companies it will be erased from all systems and any hard copies will be disposed of in responsible manner.