

EXPRESSNET TERMS OF TRADE AND SITE USE AGREEMENT.

Terms Used in this Agreement

The 'Site' refers to www.Expressnet.co.nz and other subsidiary sites operated by ExpressNet NZ Limited.

'Us' or 'ExpressNet' refers to ExpressNet NZ Limited.

'You', 'Customer' or 'Account Holder' refers to you.

Acceptance of Terms.

By using the ExpressNet site, you are agreeing to this Terms of Trade and Site Use Agreement. The current Terms of Trade and Site Use Agreement are posted on the www.ExpressNet.co.nz web site.

Personal and non-commercial use Limitations.

Unless otherwise specified, the Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from this site.

Customer Account and Password Security.

If any of the Sites requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify ExpressNet immediately of any unauthorized use of your account or any other breach of security. ExpressNet will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by ExpressNet or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

Unlawful or Prohibited Use.

As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner that could damage, disable, overburden, or impair any ExpressNet server, or the network(s) connected to any ExpressNet server, or interfere with any other party's use and enjoyment of any Site. You may not attempt to gain unauthorized access to any Site, other accounts, computer systems or networks connected to any ExpressNet server or to any of the Site, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

Use of Site

The Site may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities

designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper.

Materials Provided to ExpressNet by Posting, e-Mail or other Communication Means.

ExpressNet does not claim ownership of the materials you provide to ExpressNet (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting ExpressNet, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all ExpressNet Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of the Services.

Links to Other Sites.

ExpressNet provides links to other sites as a convenience only. ExpressNet does not endorse any linked site.

New Zealand Consumer Guarantees Act

Where a Customer is buying goods or services for Business use, then the Consumer Guarantees Act shall not be apply.

Where a Customer is purchasing for other than Business use, this Agreement will shall be interpreted such that the Customers rights afforded in the Act are preserved.

Payments and Collection

Where a debt is incurred by the Customer, and Payment is not made, ExpressNet reserves the right to recover the debt and any costs relating to the debt collection from the customer.

ExpressNet has a 100% recovery policy, meaning we will endeavour to recover all debts as a matter of principle, even if recovery of debts is un-economic.

Securities

The Account Holder agrees to be personally liable for any debts incurred, unless specifically waived in writing by ExpressNet NZ Limited.

Personal Identity

As a fraud prevention mechanism, ExpressNet will require a means of verifying your personal identity. We may require answers to various security questions before we ship an order.

Claims relating to Deliveries

Where claims relate to the shipment of the wrong product, or quantity of product, ExpressNet must be notified within 7 days.

Where claims relate to loss or damage in transit, these should be taken up with the carrier of the goods. These claims must be submitted to the carrier within 7 days of receipt.

Product Returns

Goods and/or Services supplied to the Customer can only be returned with the express permission of ExpressNet. ExpressNet gives permission by issuing a 'Return Tracking Number'.

ExpressNet will not take responsibility for any products returned without prior issue of a 'Return Tracking Number'.

At the time of Return Tracking Number, ExpressNet will also advise return instructions which must be followed.

Loss of Data

ExpressNet does not warrant against loss of data on any storage media supplied. The direct and/or indirect costs of data loss and/or data recovery are solely the responsibility of the customer.

Product Warranty

ExpressNet does not warrant or guarantee the performance of any product beyond that of the Manufacturers warranty or guarantee.

Unless stated otherwise, all goods and services offered by ExpressNet are covered by the respective Manufacturer's warranty.

Property and Risk

Risk shall pass to the Customer on passing of the goods by the Carrier, or when goods are collected by the Customer.

Ownership of the goods will pass to the Customer on full payment. Where the customer has possession of the goods, but has not paid for them in full, the Customer agrees to:

- Retain control of the goods and not let possession pass to another.
- Maintain and store the goods such that they retain their value.
- Where payment is not completed, make the goods available for recovery by ExpressNet or our agent.

Force Majeure

ExpressNet shall not be liable for any direct loss, indirect loss or damages resulting from delayed delivery or non-delivery where the cause is beyond the reasonable control of ExpressNet. Such causes may include, but not limited to, acts of God, fire, adverse weather, bankruptcies, industrial disputes, accidents, government interventions, acts of war or terrorism etc.

Applicable Law

This Terms of Trade and Site Use Agreement shall be governed by the Law of New Zealand.