



DIRECT DEBIT AUTHORITY

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NEW CUSTOMER ACCOUNT APPLICATION

Please Note: Direct Debit Authorities can take up to 7 days to process, and attract a \$30 set-up fee. Promotional Membership offers do not apply.

First Name:		Surname:	
Residential Tel:		Business Tel:	
Address:			

Please create your unique Voyager Internet Username & Password:

Your User ID must be between 4 – 8 characters long (no symbols). Please submit 3 User ID choices in case one is already in use. This User ID is used at the beginning of your email address, i.e., jdoe@voyager.co.nz Both your user ID and password will ONLY work in lower case.

User ID #1	User ID #2	User ID #3	Password

Please tell us your Voyager Membership Key:

Please complete and return this information, and we will forward your confirmed User ID & Password by post. You will then be able to run the Internet Starter Kit CD and 'get out there' with Voyager Internet.

Please select the pricing plan you would like join!

- Casual Dial** - Casual hourly rate \$3.36 per hour (8am - Midnight, Monday - Friday) \$2.50 per hour (All other times), 5 hours free Internet access to be used in the first 30 days.
- KiwiDollar** - Prepaid monthly plan, \$10.00 for 10 hours to be used in each calendar month. (Excess hours are charged at \$1.00 per hour), 10 hours free Internet access in the first month.
- NetPlus 20*** - Prepaid monthly plan, \$9.95 for 20 hours to be used in each calendar month. (Excess hours are charged at \$1.00 per hour), 20 hours free Internet access in the first month. *Special conditions apply - *12-month contract.*
- NetPlus 50** - Prepaid monthly plan, \$19.95 for 50 hours to be used in each calendar month. (Excess hours are charged at \$1.00 per hour), 50 hours free Internet access in the first month.
- NetPlus 100** - Prepaid monthly plan, \$29.95 for 100 hours to be used in each calendar month. (Excess hours are charged at \$1.00 per hour), 100 hours free Internet access in the first month.
- KiwiGold*** - Prepaid monthly plan, \$30.00 for 300 hours to be used in each calendar month. (Excess hours are charged at \$1.00 per hour), 300 hours free Internet access in the first month. *Special conditions apply - *12-month contract.*
- DSL128** - Prepaid monthly plan, \$30.00 for unlimited DSL Internet access every month. *Special conditions apply. Does not include hardware. Telecom installation and Telecom monthly charges apply.*



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Voyager NZ Ltd Service Agreement Terms & Conditions

The Voyager Information Service (the "Service") consists of the computing and communication services, software, databases, data information and all other materials (collectively "Information") provided by Voyager. These terms and any Operating Rules published over the Service constitute the entire agreement (collectively "Agreement") between Voyager and Customer with respect to the Service and supersede all other communications.

1. Upon notice published over the Service, Voyager may modify this agreement, pricing structure, or terms of operation. Voyager may discontinue, or revise, any or all aspects of the Service at its sole discretion and without prior notice.
2. Unless otherwise agreed, Customer's right to use the Service or to designate Users is not transferable and is subject to any limits established by Voyager, or by Customer's credit card company, if billing is through a credit card.
3. Customer agrees to indemnify Voyager against liability for any and all use of Customer's account.
4. The customer agrees to pay a set-up fee of \$30.00 for Direct Debit payments.
5. Customer is responsible for and must provide all telephone and other equipment and services necessary to access the Service.
6. Customer shall pay, in accordance with the provisions of the Billing Option selected by Customer, connect time charges, minimum charges and other charges incurred by Customer, or its designated Users, at the rates applying for the billing period in which those charges were incurred, including, but not limited to, charges for any purchases made through the Service and any surcharges incurred while using any supplementary networks or services other than the Service. The Customer shall pay all applicable sales and user taxes relating to its and any designated User's use of the service. The Customer shall be responsible for all use of the Service accessed through Customer's or any designated User's ID.
7. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE, WHICH INCLUDES THE CONTENTS THEREOF AND ANY STORAGE OR USE OF INFORMATION, IS AT CUSTOMER'S SOLE RISK. NEITHER VOYAGER NOR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES VOYAGER NOR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE SERVICE

OR INFORMATION. NEITHER VOYAGER NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. THE PROVISIONS OF THIS SECTION 7 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

8. Except as otherwise expressly permitted, neither Customer nor its designated Users may reproduce, redistribute, retransmit, publish or otherwise transfer, or commercially exploit, any information which they receive through the Service.
9. The provision of paragraphs 7 and 8 are for the benefit of Voyager and their respective Information Providers, Licensors, Employees and Agents, and each shall have the right to assert and enforce such provisions directly on their own behalf.
10. All rights and obligations of and between the Customer and Voyager shall be determined under the laws of the State of New Zealand's applicable to contracts made and performed Throughout New Zealand. Any cause of action of Customer or its designated Users with respect to the Service must be instituted within one year after the claim or cause of action has arisen, or be barred.
11. Voyager agrees to issue an account statement to the customer five working days before the customer's account is debited for charges incurred. The account will be e-mailed to the customers account and will be deemed to be received by the customer for the purposes of this agreement. The Customer agrees that it is their responsibility to check their e-mail for their account and accept that the Voyager cannot be held responsible for the customer failing to check their e-mail.
12. The Customer agrees to ensure that there are enough funds available in their account when Voyager debits their account. Upon insufficient funds being available, the customer will be charged a dishonour fee of \$20.00 per dishonour.
13. If the customer's account is not paid within 20 working days from the date the invoice is issued, Voyager has the right to suspend the customer's account until such time as that the account has been paid in full or other arrangements have been made which has been agreed by both parties.
14. This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding on either party unless in writing and signed by duly authorised representatives of the parties. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement.

I acknowledge that I have read and agree to the Voyager NZ Ltd Information Service Agreement Terms and Conditions. I understand that as a Direct Debit customer, payment is to be made via direct debiting of my bank account as advised in the Service Agreement.

Signature:

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Name of Account:

Customer to Complete Bank/Branch Number Account Number & Suffix Of Account To Be Debited

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch	Account Number	Suffix

AUTHORITY TO ACCEPT DIRECT DEBITS
(Not to operate as an assignment or agreement)

TO: The Manager (Insert name of Bank and Branch)

Authorisation Code
1 2 0 1 1 2 6

ADDRESS: (PO Box)

Town/City:

Date

I/We authorise you until further notice in writing to debit my/our account with you all amounts which
VOYAGER NEW ZEALAND LTD

(Hereinafter referred to as the Initiator)

the registered Initiator of the above Authorisation Code may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

INFORMATION TO APPEAR IN MY/OUR BANK STATEMENT eg. Voyager Internet, and User ID.

<input type="text"/>	<input type="text"/>	<input type="text"/>
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YOUR SIGNATURE MUST APPEAR HERE:

Name of Account – Customer (Debtor) to Complete _____

AUTHORISED SIGNATURE(S) _____

For Bank Use Only		
<p>Approved</p> <p>0112 07/1996</p>	<p>Date Recorded Checked</p> <p>Received: By: By:</p>	<p>BANK STAMP</p>

CONDITIONS OF THIS AUTHORITY

1. The Initiator (Voyager New Zealand Ltd):

- (a) The Initiator has agreed to give written advance notice of the net amount of each Direct Debit and the due date of debiting at least 7 calendar days before (but not more than 2 calendar months) the date the Direct Debit will be initiated. The advance notice will be provided either:
 - (i) in writing; or
 - (ii) by electronic mail where the Customer has provided prior written consent to the Initiator

The advance notice will include the following message:

"Unless advice to the contrary is received from you by (*date), the amount of \$_____ will be directly debited to your Bank account on (initiating date)."

*This date will be at least two (2) days prior to the due date to allow for the amendment of Direct Debits.

- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
- 2. The Customer may:**
- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
 - (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- 3. The Customer acknowledges that:**
- (a) This authority will remain in full force and effect in respect of all Direct Debits made from my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
 - (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
 - (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lie between me/us and the Initiator.
 - (d) The Bank accepts no responsibility or liability for the accuracy of information about payments on Bank Statements.
 - (e) The Bank is not responsible for, or under any liability in respect of:
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
 - the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever.
 In any such situation the dispute lies between me/us and the Initiator.
- 4. The Bank may:**
- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
 - (b) At any time terminate this authority as to future payments by notice in writing to me/us.
 - (c) Charge its current fees for this service in force from time-to -time.

Voyager Standard Terms and Conditions

Voyager 0873 connection service is not available from pay phones or cellular phones.

Fraudulent registration will result in prosecution to the fullest extent of the law.

Usage of the Voyager system is charged to customers in one-minute increments. The timer on your screen is a 'guide' only.

The Consumer Guarantees Act 1993 may apply to service we provide to you if you acquire these services for personal, domestic or household use or consumption. If this Act applies, all rights you have under it apply in addition to the rights of this agreement. Nothing in this agreement will limit or exclude your rights under this Act.

Where you acquire, or hold yourself out as acquiring, our services for the purposes of a business, then you agree that your rights are subject to the terms of this agreement only. In particular, you agree that the provisions of the Consumer Guarantees Act will not apply to our supply of services to you.

Voyager and Spamming Voyager view the practice of spamming (or sending solicited Commercial Email) by its users as a serious breach of the Company's code of practice. Any user who conducts a spamming exercise will firstly be warned that their behaviour is unacceptable and that they will be expected to cease the practice immediately. Failure to comply with this request will result in the immediate and permanent disconnection of the offender from Voyager's network without further warning.

Any costs incurred by Voyager as a result of spamming by any of its users will be passed on to the user concerned. Failure to meet these costs will result in legal action against the offender.

Further Questions:

If you have any further questions regarding spamming, netiquette or general Internet ethics please contact Voyager during office hours on (09) 444 4587 or 0800 VOYAGER (0800 869 243) or email netiquette@voyager.co.nz

Voyager New Zealand Limited ('Voyager')

Standard Terms and Conditions for the Supply of Goods and/or Services:

1. Definitions

- a) 'Voyager' is Voyager New Zealand Limited, trading as 'Voyager', and its employees, officers, agents and affiliates.
- b) The 'Agreement' means Terms and Conditions and the details on the Application for Voyager Internet Account.
- c) The 'Customer' refers to all other persons, companies, or other entities identified on the Application for Voyager Internet Account.
- d) The 'Service' means the computing and communication service known as the Voyager Internet Service, as modified from time to time.

2. Application and Variation of these Terms

These terms and conditions are the terms on which Voyager provides services or goods to its customers, modified by any written contract between Voyager and its customers in any particular case. The terms so modified constitute the agreement in its entirety and supersede prior agreements. Voyager may modify these terms as applying to any agreement, the pricing structure for any Service or the terms of the operation by general notice on a page of the Internet referred to on the Voyager Home Page, and any use after that publication will constitute an acceptance of that modification.

3. Charges

The customer must pay for all goods and services as agreed from time to time. In particular the Customer must pay all Service time charges, minimum charges

and other amounts incurred by the Customer or its designated Users or incurred as a result of any use of the Customer's password (whether authorised or not) in accordance with the billing option selected. There is a one-off charge for each person registered and a minimum monthly usage charge applicable to each Business Account. These charges include but are not limited to charges for any purchase made through any Service and any surcharges incurred while using any supplementary networks or Services other than the Service.

The customer must use their allocated free minutes of Internet access credited to their account upon sign up with Voyager, within the expiry date of 90 days. After which time, the customer will be charged their current pricing plan for minutes spent on the Internet.

4. Accounts Administrator

In the event of the Nominated Administrator changing, the Customer is required to notify Voyager in writing.

5. Customer Costs

In addition the Customer must provide and pay for: -

- a) the installation and use of telephone lines and all other equipment needed to access the Service at their own cost;
- b) all government taxes, duties and levies (if any) imposed on the customer or Voyager in respect of any Services or goods supplied.

6. Payment of Accounts

The Customer must pay all amounts billed in accordance with the billing option that they are on. No credit terms are given to Direct Debit or Credit Card accounts. Upon registration of a Credit Card account, the Customer gives Voyager authorisation to debit their credit card for all charges.

7. Security Deposit

Voyager may require the payment of a security deposit before providing the service, or as a condition of continuing any Service, and may use the security deposit to meet any costs, loss or liability incurred by the Customer. When the Customer has fully performed his or her obligations, Voyager shall return the outstanding balance of the security deposit, without interest, to the Customer.

8. Credit Checks - Privacy Consent

The Customer consents to Voyager obtaining a credit reporting agency containing personal information (as well as information concerning commercial creditworthiness and activities) for the purpose of assessment by Voyager of an application for credit (whether commercial or personal) or for the purpose of the collection of payments which are overdue.

9. Publication at Customer's Risk

The Customer accepts responsibility for all information and material issued by the Customer over any Service, and indemnifies Voyager against any liability in relation thereto. In particular the Customer undertakes that it shall not publish or issue any information which is illegal.

The Customer also acknowledges that Voyager does not vet or approve any information or material available through any service and that Voyager does not accept any liability. To the full extent permitted by law the Customer accesses and uses such information and material at his or her own risk.

10. Provision of Service

The Service provided to the Customer is not fault free and relies on factors outside the control of Voyager. The Service is provided to the customer at such times and by means as Voyager decides from time to time.

11. Exclusion of Liability

Except as provided in clause.

12. Voyager is not liable to the Customer or any other person for: -

- a) any cost, loss or liability (including loss of profit or other consequential damage) arising from Voyager's supply or failure or delay in supplying any goods or Services;
- b) the content, context or confidentiality of any communications made using any Service. Voyager is not able to provide support for software not supplied by Voyager; this includes software downloaded from the Internet.

Limitation of Liability: -

Except as provided below all terms, warranties, undertakings, inducements and representations relating to the provision of any Service or goods are excluded and Voyager will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) in respect of any Service or goods. However, Voyager's liability for any breach of such implied term or warranty will be limited at Voyager's option in any way permitted by the legislation including where so permitted: -

If the breach relates to goods the replacement of the goods; or the repair of such goods; or the payment of the costs of replacing the goods; or the payment of the costs of repairing the goods; if the breach relates to Services the supplying of those Services again; or the payment of the costs of having those Services supplied again.

13. Breaches

The Customer shall indemnify Voyager against any loss (including any loss of profit) incurred by Voyager as a result of any breach of the terms of any agreement with Voyager including damages in respect of any period between the date of actual termination (including termination under clause and the date on which the Customer was entitled to terminate such agreement in accordance with its terms).

14. Termination

Voyager may immediately terminate any agreement or the provision of any Service if: -

- a) the Customer breaches any term of any agreement (including terms relating to payment or use);
- b) Voyager forms the opinion in good faith that the Customer is or may be insolvent. All deposits paid to Voyager will be non-refundable if at any time the order is cancelled by the customer. All outstanding charges become immediately payable on giving of such notice and in no circumstances shall the Customer be entitled to any refund of payments made under this Agreement.

15. Suspension of Service

Voyager may from time to time without notice suspend any Service or disconnect or deny the Customer access to any Service: -

- a) during any technical failure, modification or maintenance involved in the Service provided that Voyager will use reasonable endeavours to procure the resumption of the Services as reasonably practicable; or
- b) if the Customer fails to comply with any agreement (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in Voyager's opinion may have the affect of jeopardising the operation of any Service. Notwithstanding any suspension of any Service under this clause the Customer shall remain liable for all charges due throughout the period of suspension.

16. Information Received

Except as otherwise expressly permitted in writing, no person may reproduce, distribute, retransmit, publish or otherwise transfer or commercially exploit any information which they receive through the Service in any way which is competitive to the Service.

17. Assignment

The Customer cannot assign its rights under any agreement with Voyager without the prior written consent of Voyager (which may not be unreasonably refused).

18. Governing Law

This Agreement is governed by the laws of New Zealand and the parties submit to the jurisdiction of the New Zealand Courts.

19. 12-Month Term Plans

In return to commitment to remain on this plan for 12 months Voyager offers the special rates as described for access. The specific agreement for these high value plans are found below.

This Agreement is in addition to our standard Terms and Conditions, which you will agree to on becoming a Voyager customer.

Agreement:

- a) NetPlus20 and KiwiGold Plan's include a 12-month commitment ("the Term").
- b) NetPlus20 is a "Bonus" version of KiwiDollar and KiwiGold is a "Bonus" version of NetPlus100.
- c) In consideration for you agreeing to remain on the Chosen Plan for the Term you will, throughout the Term, receive "Bonus Hours" of Internet access per month in respect of your selected underlying Plan.
- d) Unused hours do not carry forward to the following month and are non-refundable.
- e) Payment is in advance and by credit card only.
- f) NetPlus20 and KiwiGold Plan's may only be used on Individual Credit Card Accounts and may not be used with any other offer.
- g) At the end of the Term, if you have not requested to move to any other Voyager plan or offer via our online plan transfer system, pricing and hours will revert to the then current underlying Plan.
- h) The additional hours are offered on the basis that you remain on the chosen Plan for the Term. In the event you terminate the chosen Plan for any reason whatsoever prior to the conclusion of the Term, then we will be able to charge for any Bonus Hours in respect of each month (or part thereof) that you remained on the Plan. Such charges will be made at the rate of the underlying Plan per month and you hereby authorise us to debit your credit card for amount calculated as due and owing.
- i) Plan Movement - users on NetPlus20 may move to a more expensive plan such as NetPlus50, NetPlus 100 or KiwiGold.
- j) Subject to existing agreements, this offer may be changed or withdrawn at any time.

20. DSL128 - JetStream JetStart 128kbps service.

Use of the DSL service is subject to the Voyager Standard Terms & Conditions.

In addition, DSL128:

- a) Is only available to residential customers with Telecom's JetStream JetStart service.
- b) The user must not run servers, use static IP addresses or provide public information service via a computer connected to this service.
- c) Telecom's standard terms for residential customers apply.
- d) More than one connection to the Telecom JetStream network using your Voyager DSL128 User ID is not permitted.
- e) Any user, using the service "excessively" may be asked to moderate consumption. After a warning, Voyager reserves the right to close the account, and terminate the users DSL service.