



## LogicalVoice VoIP Terms of Trade

1.1. These terms of service constitute the agreement between LogicalVoice, a Logical Solutions Ltd brand (we or us) and the end user (you, your or customer) of LogicalVoice services. By activating or using any of the services, you represent that you are of legal age to enter this agreement and that you have read and understand the terms and conditions of this agreement

1.2. Additional terms may apply to your use of some of our services. If so, we will tell you what those terms are. If there is any conflict between these terms and any additional terms, the additional terms will prevail.

### **2. Our Services**

2.1. We are not obliged to provide services unless we accept your application. We can decide whether to accept any application.

2.2. You understand that the LogicalVoice VoIP service is not a traditional phone service and is provided on a best efforts basis. We will use all reasonable endeavours to make our services available to you always, however things beyond our control such as power outages or the performance of your internet connection may disrupt the service we provide.

2.3. You accept that our VoIP service is a non-complaint voice service under the Emergency Calling Code. Please note LogicalVoice will still use all means possible to process your emergency call. Non-compliance simply means that this cannot be guaranteed.

2.4. You accept that LogicalVoice might not be compatible with non-voice communications equipment such as home alarms, fax machines, Sky Digital and St John Alarms.

2.5. You accept that you are solely responsible for the conference streaming, all contents, information and data that are going to be streamed during any LogicalVoice voice conference. By using the Service and taking part in a public or private conference, you give permission to transfer all disclosed information and data to every single conference recipient.

### **3. Charges and payment.**

3.1 All services are offered on a monthly direct debit basis. Your account must be paid for a minimum of 1 month in advance. You will be invoice monthly in advance for plans, and

additional services provided and the direct debit will be actioned 20<sup>th</sup> of the month following the invoice.

- 3.2 To use our services, you must have your service paid up a full month in advance. We only accept payment via direct debit. If the balance in your account falls behind (does not have the month in advance payment current) the call or Service will be automatically disconnected via our accounting system.
- 3.3 Direct debit will appear on your statement from Logical Solutions Ltd.
- 3.4 LogicalVoice will debit the required amount to match the invoices as presented. Any invoice that is 7 days or older (from the date on the invoice) is deemed to be accepted for payment.
- 3.5 We reserve the right to change our rates from time to time and if we increase any rates we will give you as much notice as reasonably possible. The latest rates are available on our website [www.LogicalVoice.co.nz](http://www.LogicalVoice.co.nz)
- 3.6 You are responsible for your account and must pay our charges regardless of whether you or someone else uses those services.
- 3.7 If you wish to raise a billing dispute you must notify us in email within 7 days of your account being debited or you will be deemed to have waived your right to a refund.
- 3.10. No refunds will be provided for any unused credit balances. A credit balance for an account that has been inactive for 6 months will be lost.

#### **4. Using our services**

- 4.1 You must not use our services (or permit our services to be used) in a way that: breaks any laws or infringes anyone's rights or in a way which is malicious, obscene or offensive.
- 4.2 You agree to provide us with accurate and correct information so we can provide you with the necessary services or contact you if required from time to time.
- 4.3 We can suspend or restrict the services we provide you at any time if:
  - i) you resell any of our services;
  - ii) you do not use the service sensibly and within our reasonable use guidelines set out in 4.4 below;
  - iii) we believe that you have breached any of our terms and conditions;
  - iv) you do not maintain a 1 month credit balance in place
- 4.4 . LogicalVoice' personal and small business plans are available on the basis of reasonable use. If you use the service in a way that is inconsistent with the normal use for your service or plan, we may:
  - i) monitor and investigate your usage; and

- ii) suspend and/or withdraw the Service; or
- iii) charge our standard per minute rate for additional calls

4.5 You must keep secure any password or PIN number which is used by you to access our services and ensure that it is not disclosed to any unauthorised person. You must also change your password or PIN number if we ask you to do so.

4.6 If your service is cancelled, terminated or reallocated you will relinquish and discontinue use of any numbers, voicemail access numbers and/or web portals assigned to you by LogicalVoice.

## 5. **Reasonable Use Policy**

5.1 All services are subject to our Fair Use Policy. We may apply our Fair Use Policy where in our reasonable opinion your usage of our Services is excessive and/or unreasonable as detailed in this paragraph.

5.2 We have developed our Fair Use Policy by reference to average customer profiles and estimated customer usage of our Services. If your usage of our Services materially exceeds estimated use patterns over any month, or is inconsistent with normal usage patterns, then your usage will be excessive and/or unreasonable.

5.3 Fair Use excludes activities such as auto dialling, continuously call forwarding, tele marketing, call centres, and use of Cellular Trunking Units (CTUs).

5.4 If your usage is excessive and/or unreasonable we may contact you to advise you that your usage is in breach of our Fair Use Policy.

5.5 We may then request that you stop or alter your usage to come within our Fair Use Policy. If your excessive or unreasonable usage continues after receipt of a request to stop or alter the nature of such usage, we may without further notice, apply charges to your account for the excessive and/or unreasonable element of your usage; suspend, modify or restrict your use of the Services or withdraw your access to the Services.

## 6. **Phone Numbers**

6.1 Any phone number that we allocate to you does not become your property and does not constitute any transfer of property rights.

6.2 If we need to change your number, we will send you notification by email and give you as much notice as possible.

6.3 We can withdraw or terminate any number at any time without liability, particularly if you do not comply with the instructions for use provided by LogicalVoice.

6.4 You may be able to port your LogicalVoice number to another service provider. If you wish to do so you must contact the other service provider directly and you will be

responsible for completing the Porting requirements of that service provider. We will comply with our obligations under the Terms for Local and Mobile Number Portability in relation to the porting of your number. You will be responsible for all costs associated with porting the number.

6.5 If your account is inactive for more than 3 months or disconnected and you have not ported the associated phone number(s), we may at our sole discretion reallocate the number(s) associated with your account.

6.6 If you wish your details to be available through directory assistance and/or in the phone book then we will pass your name, number and address to Yellow. You agree that Yellow can use your details for those purposes.

## **7. Term**

6.1 We can terminate this agreement, or the provision of any service to you, immediately if you breach any term of this agreement or if we reasonably believe that you have supplied incorrect or misleading information to us.

6.2 If this agreement is terminated for any breach or misuse of the service, you are not entitled to a refund for any credit balances on your account, unless agreed otherwise.

6.3 In order to terminate your service, you must open a support ticket requesting termination via the LogicalVoice helpdesk ([helpdesk@logicalsolutions.co.nz](mailto:helpdesk@logicalsolutions.co.nz)). As per clause 3.5 LogicalVoice do not provide refunds for unused service or credit balances.

## **8. Liability**

7.1 We exclude all our liability to you about us providing services to you or failing to provide services to you. Without limiting this, we are not liable to you (and nor are any of our officers, employees, contractors or agents liable to you):

- if any communication is intercepted, not properly transmitted or received
- for any disruptions or delays with the use of our services
- for any delay in commencing the provision of services
- for any incompatibility with other services
- if any software or equipment we supply does not operate properly
- for any error in any directory listing which we arrange
- if your computer becomes affected by any virus or worm

7.2 We are not liable to you for any fault in, delay or non-provision of services which is caused by an event beyond our reasonable control.

7.3 If you use another service provider during any period when our service is not fully operational, we are not liable to pay any amount you are charged by that service provider.

7.4 You acknowledge that no third party whose network or services we use to supply services to you (nor any officer, employee, contractor or agent of such third party) is in any way liable to you in connection with our services.

7.5 If we are held to be liable to you for any reason, then our liability to you is limited to an amount equal to our average charges to you for one month in respect of any single event or related series of events and to a maximum amount equal to our average charges to you for a three-month period in any one year.

7.6 This service is sold as business only service and therefore you agree that the provisions of the Consumer Guarantee Act 1993 do not apply to any Services we provide to you under this Agreement.

7.7 except where we cause direct damage to your property due to our negligence, to the extent allowed by law we have no other liability to you or any other person in respect of this Agreement.

## 9. Privacy

8.1 We will collect personal information from customers to provide and provision services, including but not limited to name, physical address, email address, contact phone number and account details.

8.2 You agree that personal information that we have obtained from you can be shared with other networks, for monitoring and investigating fraud and other offences. We may also share your information with public sector agencies for them to investigate an offence.

8.3 Any personal information we collect is kept at our offices at 120 Comries Rd, Hamilton. You are entitled to see any information we hold about you, although you must pay our reasonable charge for making it available.

8.4 We utilise the public internet and third party networks to transmit voice and other communications and we are not liable for any lack of privacy with the service.

8.5 We may record or monitor calls between us to verify information and for staff training purposes.

8.6 If another LogicalVoice customer calls you, your name will appear on that person's account as the called party. If you do not wish this to occur, then email LogicalVoice support: [helpdesk@Logicalsolutions.co.nz](mailto:helpdesk@Logicalsolutions.co.nz)

## 10. Changing these terms

9.1 We can change these terms from time to time by giving you as much notice as reasonably possible. We will inform you of any change to our terms by emailing you or by providing relevant information on our website. The latest terms and conditions are available at [www.Logicalvoice.co.nz](http://www.Logicalvoice.co.nz).

## 11. Notices

- 10.1 LogicalVoice will communicate with you primarily via email. Notices to you will be sent to the email address specified by you during sign up for service or as subsequently specified by you as your contact email address. We may also obtain personal information from your use of our services.
- 10.2 If your contact email address changes you must advise us of the new details as soon as possible.
- 10.3 You agree that sending a message to your contact email address is the agreed means of providing notification. Notifications include information about the service, billing, changes to services and other information. You are required to read any email send to your contact email address in a timely manner to avoid any potential disruption to your service.

## 12. Other Matters

- 11.1 These terms are to be interpreted in accordance with the laws of New Zealand. Any dispute regarding the provision of our services under these terms is to be determined by New Zealand courts.
- 11.2 You must not assign your rights under this agreement. We can transfer our rights and obligations under this agreement to anyone else. We will notify you if we do so.
- 11.3 A delay in exercising any right is not a waiver of that right. A failure to exercise a right on any occasion does not prevent any subsequent exercise of that right.