

Wireless Failover Service Terms

By using this Service, you agree to the Service Terms set out below, which are specific to your Voyager Wireless Failover service and apply in addition to the Standard Terms & Conditions (located here: <https://voyager.nz/terms/business>). If there is any inconsistency between these terms and our Standard Terms & Conditions, then these specific Service Terms shall prevail.

Other terms that may apply:

Other applicable Voyager policies may also apply to your use of our services. If so, they will be specifically referenced in these or our Standard Terms and Conditions. Pricing is subject to change at any time during the term of this contract.

1. Definitions

“we”, “our”, “us” or “Voyager” refers to Voyager Internet Limited, and “you” or “your” refers to the Customer (as referred to in a Service Agreement).

“Service Terms” means any specific terms between you and us pursuant to which we agree to supply you with specific products or services.

“Data Pool Group” means the group of connections allocated to use data from a Wireless Data Pool Plan.

“Wireless Data Pool Plan” means the total data allowance purchased for use by a Data Pool Group per billing period.

Other capitalised words, other than proper nouns, will be defined in these Business Terms or in a Service Agreement.

2. Service Description

- 2.1. Wireless Failover connects your site to the internet via a wireless connection on the Voyager 4G mobile network.
- 2.2. Wireless Failover is a standalone broadband service intended to provide temporary failover data in situations where a site’s primary connectivity service is disrupted. Wireless Failover is not to be used as the primary connectivity service for any location.
- 2.3. Wireless Failover does not include a modem. Hardware options will be provided on request.

3. Fixed Location

- 3.1. Wireless Failover will only be provided to the address that you specify at the time of ordering. If you use this Service at any other location, we may terminate the Service Agreement.
- 3.2. If you move to a location inside our coverage area, you can sign onto a new Service Agreement with us of an equal or longer minimum term, without early termination fees.
- 3.3. If you move to a location outside our coverage area, you will need to terminate the Service Agreement with us. Early termination fees may apply.

4. Charges

- 4.1. Charges are set out in the Service Agreement.
- 4.2. We may vary our Charges from time to time. If we make changes to Charges for any of the Services we provide to you, we will notify you of the change in writing and provide no less

than 30 days' notice of this. If you do not agree to the changes, you may terminate the Service which is the subject of the changes.

5. Availability

- 5.1. Wireless Failover is only available in certain areas within the Voyager 4G coverage area. We do not guarantee that the Service can be supplied at a particular location.
- 5.2. We will use all reasonable endeavours to make our Services available to you at all times. Our Services rely on mobile networks and Services owned by other people. As a result, we cannot promise that our Services will always be available or fully functioning. If our Services are unavailable for any reason, we will endeavour to restore them as soon as possible.
- 5.3. We reserve the right to temporarily suspend the Services or restrict access to our network for planned and unplanned maintenance or repair.

6. Data Usage and Billing

- 6.1. Data usage is calculated and billed in 1GB blocks. Partial GB data usage is rounded upwards.
- 6.2. An unlimited number of connections may be grouped together in a Data Pool Group to utilise data pooling.
- 6.3. You can make as many Data Pool Groups as you like, but only one Data Pool Group may be allocated per Wireless Data Pool Plan.
- 6.4. Wireless Data Pool Plans may be increased or decreased. Changes will not occur mid-billing period. Any resulting billing changes will be made in the next billing cycle.
- 6.5. Wireless Data Pool Plans are shared between all connections allocated to a particular Data Pool Group. When the total data available in the Wireless Data Pool Plan has been used by the group, Excess Data Use will be calculated and billed according to the Service Agreement.
- 6.6. Any unused data within a monthly data pool will not be carried forward to the following month.

7. Acceptable Use Policy

- 7.1. Our Acceptable Use Policy applies <https://voyager.nz/terms/privacy/acceptable-use-policy>.
- 7.2. Wireless Failover is for temporary failover use only. Using Wireless Failover as your primary connectivity service is not Acceptable Use.
- 7.3. You are responsible for all your activities while using our Services, including all content or material you may access. Voyager can, at our discretion, restrict or disconnect you if we consider that you (or anyone using your Services) have engaged in improper or unacceptable use of our Services.

8. Fair Use Policy

- 8.1. You acknowledge that you have read and understood Voyager's Fair Use Policy that applies to Voyager's end users/customers, available on our website at www.voyager.nz/terms/privacy/fairuse.

9. Term and Termination

- 9.1. If you cancel within the Term, you will be liable for any applicable Early Termination Fees.
- 9.2. The Early Termination Fee for Wireless Failover 12-month fixed term is \$199 + GST.
- 9.3. As per our Standard Terms & Conditions, you need to provide 30 days' written notice for the termination of the Service.

10. Changes to these Terms

10.1. We may change these Service Terms from time to time and will provide you no less than 30 days written notice when we do so.