

Woosh Standard Terms and Conditions



Introduction

These terms govern the Services and Equipment you obtain from us.

You should read these terms as they cover important issues such as your responsibilities when using the Equipment and Services, payment terms, rights of privacy and termination. You should also be aware of the policies on our website as you are responsible for complying with them - we update these from time to time.

These terms replace earlier agreements we have with you for the Services and Equipment. We may change these terms from time to time. You agree to check our website and be bound by such terms as are in effect at any given time. We will notify you of any changes by posting an updated version of these terms on our website. Any change we make applies from the date it is published on our website.

Your use of our web sites, Equipment or Services shows your unconditional agreement to our terms and policies. If we review our terms and policies, and you continue to use our web sites, Equipment or Services after the date on which any updates are effective, this will also show your unconditional agreement to any change in our terms and policies.

These terms apply to the Woosh Wireless and standalone Wired broadband Equipment and Services only, and separate terms and conditions will apply to any other Woosh products or services we provide to you. These terms do not apply to our Bundle of Joy, Pipeline, Waverider or Domain name products and services.

1. Definitions

In these terms: "You" means the customer; "we" and "our" mean Woosh Wireless Limited; the "Services" means the internet, calling and related services we provide to you and the "Equipment" means the equipment we provide to you in order to access the Services.

2. The Services

We will provide the Services to you as set out in these terms. To access the Services you will need to obtain the necessary equipment as set out on our website from us or our business partners (for example, a Woosh modem, gateway or router).

Except where you have exceeded any monthly usage allowance that applies to your use of the Services, you may change the type of Service that we provide you or the plan that you are on (for example, you may change from one pricing plan to another). You may have to pay a fee to change Services or plans (for example, if you are on a plan that has a minimum term contract and you want to change to a plan that has lower charges). You should contact the Woosh contact centre for details of these fees.

While we will do our best to provide the Services to a high standard, because of the nature of telecommunications services, it is impossible for us to provide perfect, continuous or fault free Services or ensure that the coverage or speed of the Services will not vary from time to time. The quality, coverage and speed of the Services depends on your location; the configuration of any home network you may operate; the configuration of your equipment or that of your intended recipient; your use of the internet or calling, the configuration of our network (including changes to the configuration of our network), the networks of other operators to which our network is connected; geographic factors, network congestion, maintenance or other operational or technical difficulties which may affect the Services.

There are certain periods during the day that you could access your broadband service at faster speeds than other periods. When the network is most likely to be congested (Peak) comparing to when the network is most likely to have less traffic (Off Peak):

- Off peak: approx. between 1am to 7am.
- Peak: approx. between 4pm and 1am.

We may use traffic prioritisation policies for the broadband plans at any time to improve the overall performance amongst our customers. Woosh prioritises certain types of traffic such as web and email. Other types of traffic such as peer to peer (P2P) are de-prioritised.

The Services require electricity to operate. To ensure the Services continue when electricity is unavailable, you should obtain an uninterrupted power supply (UPS) unit.

We will try to restore the Service as soon as possible following any planned or unplanned suspension of Services e.g. if we need to do repairs on our network (which we will endeavour to perform at times convenient to our customers) or if our or our suppliers' network experiences a fault and/or is damaged.

We may vary the Services from time to time or decide to stop providing a particular Service. We will try to notify you prior to making the variation and will tell you about any substitute service we have available.

Data download and upload speeds may be reduced to approximately dial up speed once you reach the monthly data allowance specified in your internet plan.

Dial-Up Internet Service

You must not use a dial-up internet access account as a permanent connection. We can at our discretion disconnect you if we consider that your use of our internet access service has been excessive or unreasonable. If you have been disconnected, you will normally be able to reconnect without additional cost. However, if your account is overdue at the time of disconnection, you may be unable to reconnect until your overdue account is brought up to date. Dialup is not compatible with Cellphones, Woosh Wireless Phone or other VoIP based phone systems.

Woosh has a limited number of ports available for Dial Up, and cannot guarantee you will always be able to access the Dial Up service. Only one Dial-up modem may be connected at one time per account. If any subsequent users login with the same account details, the existing dial-up connection will be disconnected.

- Unlimited Dial-Up is provided as part of the Woosh Bundle of Joy Unlimited Dial Up plan (including a home phone line and a national calling plan on a 12 month contract). There are no disconnection fees for changing from this plan to one of our wired Bundle of Joy broadband plans.
- Roaming Dial up plan is included with all Woosh Orbit Wired ADSL, Wireless Broadband/Calling customers and Basic (email only) plans. Woosh broadband customers who activate the Roaming Dial Up service will be charged a flat monthly fee of \$9.95 for the service which will be billed on the 1st day of the next calendar month. Once the Roaming Dial Up service has been activated in a particular month, you may use the Roaming Dial Up service as often as you like for the remainder of that calendar month, at no additional charge.

3. Equipment

The Equipment we supply to you in order for you to use the Services:

- will be of an acceptable quality.
- will do everything we say it will do for a reasonable period.
- will be fit for all the purposes for which the Equipment is normally provided.

Where we dispatch Equipment to you, a delivery charge may apply.

Wireless Broadband and Calling Equipment

We retain all ownership rights to the Woosh Wireless Equipment we or any of our business partners supply you from 5 September 2005. For such Equipment, you are responsible for any loss, theft of or damage (apart from normal wear and tear); you must arrange insurance for the Equipment; you must not sell, lease, dispose of, lend or otherwise part with possession of the Equipment; you must not use the Equipment for any purpose other than to access the Services; and you must not modify or otherwise interfere with the Equipment.

For all Woosh Wireless Equipment supplied to you prior to 5 September 2005, if you have any problems with it within 12 months of obtaining it from us you may return such Equipment to us. If we are responsible for the fault we will repair or replace the Equipment. We have no other obligations in respect of the Equipment.

Wired Broadband Equipment

We retain all ownership rights to the Equipment we or any of our business partners supply you until you have fully paid for the Equipment. Woosh is not responsible for any loss, theft of or damage to your Equipment, and you must not use the Equipment for any purpose other than to access the Services. Any Equipment we supply to you will be supplied with the manufacturers' warranty (if any). We have no other obligations in respect of the Equipment.

4. Software

Any software we provide to you is licensed to you only for your use with the Services and is provided only for as long as you meet all your responsibilities under these terms.

If the software we provide you is faulty and, as a result, you can not use the Services we will either replace the software with software with similar functionality or refund to you our charges for the period you have not been able to use the Services.

5. Woosh Wireless Calling Phone Numbers and Voice Mail Messages

If we provide calling service to you, the number you use do not belong to you. We may change these numbers at any time (for example, for technical reasons). Before doing so, we will try to give you as much notice as possible. We will not be liable for any costs which you or anyone else may incur as a result of such change.

We may change any number we have allocated and will give you reasonable notice of this. Subject to our approval, you may change your number from time to time. You can obtain details of any fees we may charge for this service by contacting the Woosh contact centre.

If you subscribe to Woosh Calling, it comes with a free voice mail box and the following apply:

- All voice mail messages can be stored for up to 30 days.
- Any voice mail messages that are older than 30 days will be automatically deleted from the Woosh server and cannot be retrieved after deletion, or when your Woosh calling account is deactivated and closed.
- A maximum of 30 voice mail messages can be stored in each voice mail inbox and each voice mail message cannot be longer than 2 minutes.

6. Exceptions from Our Responsibilities

We are not responsible for failure of the Services which occur:

- as a result of a fault with anything we have not supplied to you (for example, your computer).
- because you do not use the Services correctly.
- as a result of you not updating software we provide to you.
- in the Equipment as a result of abuse or normal wear and tear.
- because of something out of our reasonable control, such as power failure or lighting strike.
- when you move or seek to use the Services outside our coverage area.

We have endeavoured to make the Services compatible with most software packages and computer configurations. However, we are not responsible for ensuring any Service, Equipment or software we provide you will be compatible with and will not damage your computer, phone, other equipment, software or data.

We are not responsible for:

- ensuring the data you access or make available through the Services will be private, secure or free of anything which may damage your equipment or data.
- the content of any information you access or make available through the Services.
- ensuring that any equipment we have not provided to you is able to operate effectively with the Equipment (for example, we do not guarantee that sky digital pay per view services or home alarms will continue to operate with the Equipment).

7. Your Responsibilities

It is your responsibility to:

- pay for the Services and any other amounts payable under these Terms in full by the due date.
- make sure all information you give us is correct and kept up to date e.g. inform us when you change address.
- manage, save and delete your own messages when you use the Woosh voice mail service.
- comply with all policies relating to the Services on our website.
- use the Services without annoying others (including spamming) and comply with all laws.
- not allow other parties to use your account or Equipment for relaying spam email.
- not distribute anything which may cause harm to others or their computer systems.
- never gain or attempt to gain unauthorised access to our or anyone else's computer system or phone line.
- keep your billing number, login ID, password or other security data confidential, private and secure at all times.
- never resell the Services to others.
- ensure that your use of the Services complies with all applicable laws
- immediately report any misuse of your account or disclosure of your security data.
- immediately advise us where any Equipment is lost stolen or damaged.
- make sure everyone who you permit to access Services via your account or Equipment has his or her own login ID and password, and also complies with these responsibilities.
- ensure that any additional wiring or equipment in your home, such as alarm systems, does not interfere with any part of the Woosh network.

In addition to the above standard responsibilities, Woosh Wireless customers are also responsible for:

- not to install the Woosh Softphone on more than one PC per Woosh Phone Line (for example, if you have two PCs at home, you must purchase a second Woosh Phone Line from us to be able to install the Software Phone on the second PC).
- unless otherwise agreed, not connect to the Woosh network over more than one item of Woosh equipment (for example, either a Woosh modem or PC Card). Woosh reserves the right to charge you for any simultaneous connection.
- return any Equipment which belongs to Woosh no later than 5 working days after termination of any Services. If you fail to return the Equipment, we will invoice you for the full replacement cost of the Equipment as stated below.
- pay us for the full replacement cost of any lost, stolen or damaged Equipment. Indicative costs for Woosh equipment are:
 - Desktop modem \$ 220.00 + GST (\$247.50 including GST)
 - PC Card modem \$220.00 + GST (\$247.50 including GST)
 - Voice gateway \$100.00 + GST (\$112.50 including GST)
 - Booster antenna \$26.00 + GST (\$29.25 including GST)
 - Netgear router WGR614 (for use with Desktop modem) \$75.56 + GST (\$85.00 including GST)
 - Netgear router MBR814 (for use with PC card modem) \$120.00 + GST (\$135.00 including GST)
 - Netcomm router (for use with PC card modem) \$120.00 + GST (\$135.00 including GST)

In addition to our other rights under these terms, we may delete or restrict access to communications transmitted via our network if you do not comply with these terms.

If you are vulnerable customer and can demonstrate to Woosh that for reasons of age, health, disability or safety or a member of your household are reliant on a telecommunications service for wellbeing, it is your responsibility to notify Woosh of your condition, this will allow us to manage your account appropriately.

8. Charges

The charges for internet and calling services include the standard monthly charges that are set out on our website and any other charges for additional Services you use (for example, activation, installation, delivery, add-on calling plans, toll calling or other charges).

Wired Broadband service charges

Our standard charges do not include wiring installation services. Wiring installation charges will apply where we and/or our third party installers come to install any Equipment and/or a line for you. Woosh will charge you any additional installation and site visit fees incurred by third party installers if this is more than the quoted \$149 wiring installation fee.

Due to unavoidable 3rd party costs, the following service charges will apply:

- Change of name on account or change of ownership of the account will incur a fee of \$49.95 including GST.

Calling

A toll call is any call you make that is not a direct dial local call (e.g. regional, national, international and calls to mobile phones). All connected phone calls are charged at the published rate by rounding each call up to the nearest minute.

If you call an 0900 number or make a directory services or operator assisted call, you will be charged the rate as published by the network operator that provides that number (for example, Telecom). A list of our charges for specific Woosh add-on calling plans, calling rates charges to mobile or other non local calls are set out on our website. The rates charged by the relevant network operator may change from time to time. It is your responsibility to check our website for any new or updated charges that may apply.

We will endeavour to give you 14 days notice of changes to our charges or the introduction of any new charges by us.

You must pay for all the Services we provide you with either directly or in conjunction with other network operators (including calls to 0900 or other special numbers) no matter who initiates or uses them.

Any monthly usage rights that remain unused at the end of the data anniversary month may not be carried over to later months and will expire at the end of that data anniversary month.

9. Notices and Payment

Invoices and notices will be sent by email to the address you have nominated. You will be deemed to have received a notice at the time the email is sent.

Unless we agree another form of payment, all payments (including Equipment and Services charges, monthly plan charges, usage based charges, delivery and installation charges) are to be made by direct debit or credit card. In order for us to process payment of these charges, you must supply your bank account or credit card details to us at the time your account is established or as soon as possible afterwards. All plan charges are payable in advance except where the Services are provided by us in conjunction with other network operators (for example, calls to 0900 or other special numbers) in which case we will invoice you when those charges are passed on to us.

Invoices we email to you will advise the due date of payment for the Services. If you do not pay a bill by the due date we may charge you a late payment and/or dishonoured fee (not exceeding \$20 a month). We may also suspend or restrict the Services until all due payments are made, or terminate the Services. You will pay any costs we incur in enforcing your obligations under these terms.

Please contact us if you believe there is a mistake on your invoice. We will investigate your query and let you know whether we believe there has been a mistake. If not, you must pay the invoice by the due date. You may not withhold money you believe you do not owe us or set-off sums that we owe you.

Wireless Broadband and/or Calling Services

If you end any plan during a billing period, and you have pre-paid some monthly charges for that billing period, you will be credited back a portion of those pre-paid charges relating to the number of days left in the billing period.

10. Standard Activation and Early Account Cancellation Fees

Wireless Broadband and/or Calling Services

Standard activation fee of \$99 applies to 12-month wireless broadband plans. When you take calling as well as broadband, you can choose to sign up with or without a calling contract. Customers choosing no calling contract will incur an additional \$99 activation fee.

If the Services have been supplied to you under a minimum term contract (e.g. 12 months) and the plan is terminated for any reason prior to the end of the minimum term, termination does not affect your obligation to pay any applicable termination fee and any other charges you have incurred (including your standard monthly charges and any additional charges payable in arrears) which have not been invoiced prior to the date of termination. Any outstanding hardware payments due on your account will be payable on cancelling.

Standard early account cancellation fee applies for the following wireless broadband services contract terms:

- \$99 on a 12 months contract term
- \$198 on a 18 months contract term

Early account cancellation fee applies for the following wireless broadband and calling bundle services contract terms:

- \$198 on a 12/18 months contract term

Wired Broadband Service

There is no connection fee when you sign up to a Wired broadband plan on a minimum 12-month term. If the plan is terminated for any reason prior to the end of the minimum term, termination does not affect your obligation to pay any applicable termination fee and any other charges you have incurred (including your standard monthly charges and any additional charges payable in arrears) which have not been invoiced prior to the date of termination. An early account cancellation fee of \$99 applies for a Woosh Wired Broadband plan on a 12 months contract term.

Promotional discounted plans may have different early cancellation fees and may differ from the standard fees listed above.

Where you are on a fixed term contract and your Woosh account is suspended for any reason, the term of your contract will be automatically extended by the time period(s) during which your account is under suspension.

11. Credit Information and Limits

At any time after you agree to purchase the Services from us, we may check your credit status with any credit reference agency and we may pass on credit information about you to any credit reference agency. If you do not provide us with the names of any credit referees when we ask for them or we are dissatisfied with the information regarding your credit status we can decline your application for the Services or terminate any plan you are on. We do not have to disclose our credit criteria or the reasons for denying any application or terminating your plan under this clause. You must comply with any credit limit that applies to your account.

12. The Consumer Guarantees Act 1993

You may have the benefit of statutory guarantees under the Consumer Guarantees Act 1993. Unless you use, or hold yourself out as using, the Services for the purposes of a business, nothing in these terms and conditions will limit or exclude your rights under the Act.

13. Our Liability

Woosh excludes any liability of any kind (whether in contract, tort (including negligence), equity or otherwise) to you or anyone claiming through you, relating to any loss of profits or revenue, loss or corruption of data, lost business or missed opportunities, wasted expenditure or savings you might have had, or any form of indirect or consequential loss whatsoever arising from your use of the Equipment or Services.

Subject to the exclusion of liability clause set out above, our total liability in contract, tort (including negligence), and equity or otherwise, will not exceed \$5,000 for any event or series of related events and \$10,000 in any 12 month period. The exclusion of liability and total liability clauses set out above are for the benefit of the following: Woosh Wireless, our officers, employees and agents and anyone else for whom any of these people are responsible.

We also have obligations to our dealers, agents, suppliers and other network operators who provide interconnection services to Woosh. Those persons (and their officers, employees, contractors and agents and those of any of their

related companies) will not be liable to you or anyone else for any claims, costs, and damages, losses of any kind arising in any way from the Services or from your use of the Services or our network.

You will reimburse us for any loss or damage we suffer as a result of your breach of these terms. You will also reimburse us for any costs we incur in enforcing your obligations under these terms.

14. Restriction, Suspension and Termination of Services

You may request to disconnect your service via one of the following methods:

- Call our contact centre and speak to a customer service representative; or
- Send us a written request by logging into 'My Account, 'Customer Support' section.

Except where you have agreed to take the Services for a minimum term contract, either you or we may terminate your plan with effect from the end of the current billing cycle by notice to the other. Where you have agreed to take the Services for a minimum term contract, either of us may give notice terminating the Services at the end of that term, but not before that time except as set out in these terms.

Standard early account cancellation fees are listed in section 'Standard Activation and Early Account Cancellation Fees' above.

15. Reconnection Due to Change of Address

Wireless Broadband and/or Calling Services

If you change your address, you may be able to take your Wireless Broadband and Calling Service with you within the Woosh predicted wireless areas by performing coverage check on the Woosh website. You will need to contact us at least 14 days in advance of the move to minimise any service disruption. You will remain liable for service charges and contract obligations if you experience any connectivity issues at your new address.

Wired Broadband Service

If you change your address, you may be able to take your Wired Broadband Service with you. You will need to contact us at least 14 days in advance of the move to minimise any service disruption. Due to unavoidable 3rd party costs, a new 12 month contract with a reconnection fee of \$39.95 (including GST) will be applied to your account. If additional wiring is required at the new address, a wiring installation charge from \$149 may apply.

16. Directory Listings

We will not list your new phone number with the White Pages or its equivalent and for directory assistance by default for privacy reasons. If you want your new phone number details to be listed in the White Pages or directory assistance, or you require special types of listings, please give us a call.

If you have transferred an existing phone number to a Woosh Bundle of Joy home phone and broadband plan from another Telecom Wholesale provider, your directory listing arrangement will remain unchanged.

17. Acceptable Use and Report Abuse of Use Policy

Woosh's Acceptable Use Policy sets out our rules regarding your acceptable use of Woosh Services, including email, broadband internet access, personal home pages and any other products or services offered by Woosh from time to time. Woosh reserves the right to update and/or make changes to its Acceptable Use Policy by posting an updated version of the Policy on our website. You will also comply with any reasonable restrictions we impose or directions we give regarding the use of our Services.

You are responsible for all use of Woosh Services accessed by or through your account, and it is your responsibility to be familiar with Woosh's Acceptable Use Policy and with all applicable laws, regulations, or standards relating to your use of Woosh Services.

Your use of Woosh Services must not –

- facilitate, promote, or perform any fraudulent or otherwise unlawful or illegal activity
- be malicious, obscene or offensive. This means you must not access, transmit, distribute, store or otherwise use any information or material which may be considered to be unlawful, threatening, intimidating, abusive, racist, hateful, or sexually explicit.
- store or make available on the Woosh Personal Homepages server malicious, obscene, offensive information or content, including copyright material, such as music files (i.e. MP3 files)
- defame or slander another person
- violate or compromise the privacy, publicity or other personal rights of any person
- infringe the intellectual property rights of any person or organisation
- violate or compromise the security and integrity of all or any part of the Woosh network, or attempt to do same
- access, intercept or distribute to others any email or other private communications not intended for you
- damage, corrupt, intercept or destroy any information or material in violation of any law or other legal right of any person or entity
- interfere with or compromise or otherwise adversely affect any service to any Woosh Customer or other third party, or attempt to do same
- adversely affect any communications network, equipment, software or data including without limitation by means of introducing a virus, worm, Trojan horse, denial of service attack, flooding, spamming or similar
- send unsolicited emails or other electronic communications, including promotions and/or advertising, chain letters, pyramid scheme letters, bulk email or similar

Note that certain breaches of our Terms and Conditions (including the Acceptable Use Policy) may also result in civil or criminal liability. We may investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

Complaints regarding the possible breach by any Customer of its terms should be directed to abuse@woosh.co.nz

18. Fair Use Policy

It is important to Woosh that all eligible Woosh customers are able to access our Services. Accordingly, we have devised a fair use policy which applies to this Service. Woosh may rely on the Fair Use Policy where:

- a) your usage of Woosh Broadband Data Services is unreasonable; or
- b) your participation in a Fair Use Promotion is excessive or unreasonable, as defined below.

Add-On Waffle calling plans are available on the wireless calling service and the Bundle of Joy home phone bundle plans only.

- Each call is limited to 2 hours in duration and standard charges may apply after 2 hours on the capped calling plans.
- Inclusive calling applies on national calling minutes only. Standard charges will apply for premium rate, directory enquiries, 0900, operator assisted, international and mobile calling, and these charges will be invoiced to you monthly in arrears.
- We reserve the right to disconnect or charge our standard per minute rates if your activity is inconsistent with normal residential usage patterns. Inclusive calling excludes activities such as auto-dialling, continuous call forwarding, telemarketing, Call Centres, fax or voicemail broadcasting.
- Woosh has developed a threshold for the Waffle Unlimited Plan and the related tariffs by reference to average customer profiles and estimated customer usage of the Service (particularly the estimated volume and length of unlimited voice calls likely to be made by users). The Threshold is regularly reviewed against average customer usage and is currently set at 1,000 minutes per billing period for the Waffle Unlimited Calling Plan.
- In the case of the unlimited national calling plan, excessive use will be above 1,000 minutes per customer per month, where that use adversely affects the Woosh calling network or other customers' use of or access to a Woosh Service or the Woosh Network.
- Where You are in breach of this Fair Use Policy, Woosh may contact You to discuss changing Your usage so that it conforms to this Fair Use Policy.
- If, after Woosh has contacted you, Your excessive or unreasonable use continues, Woosh may, without further notice to you:
 - a) suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary; and/or
 - b) terminate Your agreement in accordance with the Woosh Standard Terms & Conditions

19. Privacy Policy

Your use of our website or subscription to the Services shows your consent to our collection, use and disclosure of personal information in the manner set out below. This information may include, among other information, your name, address, email address, telephone number and information on how you use our products and services.

In addition to the rights under clause 10, you authorise us to collect any personal information provided by or concerning you or your use of the Services. The information may be obtained from you and others or from within the equipment used to provide the Services. This information may also include the recording of calls between you and Woosh representatives. You may decide whether to provide any information to us. If you do not provide the information, we may not be able to provide the Services to you. We will only use the information, and share it with our contractors, agents, other network providers and business partners for the purposes of:

- providing the Services to you
- undertaking credit checks, sending you invoices and recovering money you owe us
- managing the network efficiently.
- improving customer services.
- informing you of services available from us and our business partners (unless you opt not to receive this information).
- carrying out market and product analysis.
- exercising any lawful right any of us has.
- assisting you to use other services provided by us in conjunction with other network operators (for example, 0900 and service calls).

We may also, if we believe necessary, provide information about you to law enforcement authorities. You may ask to see information we hold about you, and for any details that are wrong to be corrected.

Woosh is required to disclose to emergency services (police, fire, and ambulance) your phone and fax numbers, address and other contact details as required. Please ensure you promptly advise us of any changes to your address or other contact details, so that we may keep our records up to date for these purposes. We will display your phone or fax number to the recipient of any phone call you make unless you request us not to. If you would like to make such a request please contact customer services. Your number may still be displayed to us, emergency services or other services.

Goods and Services Tax (GST)

GST is calculated in accordance with the Goods and Services Tax Act 1985 (as amended). Woosh reserves the right to vary the pricing or charges to reflect any legislative change to the rate of GST. All prices quoted on the website are GST (12.5%) inclusive unless specified otherwise.

Transfer Rights

We may transfer or assign to any third party all or part of our rights and obligations under these terms and/ or any interest in our network. We may also subcontract to any third party all or part of our obligations under these terms. You may not transfer, assign or on-sell all or any part of your rights and obligations under these terms. If you are a company and your effective management or control is changed in any way, we may treat this as a transfer or assignment entitling us to terminate any plan you are on.

Privity

Third parties may take the benefit of rights expressed to be for their benefit in accordance with the Contracts (Privity) Act 1982.

Intellectual Property

We retain all our intellectual property rights in the Services, the Equipment, any software we provide you and the content of our website.

Disputes

If you have any dispute with us or the Services, please refer that dispute, initially, to the Woosh contact centre. If the Woosh contact centre is unable to resolve your concerns, the matter will be escalated to the contact centre manager.