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Personal and Business Retail Terms and Conditions

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Introduction

These terms and conditions govern the Services and Equipment You obtain from Us.

These terms and conditions replace earlier terms and conditions 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, Services, or the completion of a Service installation that was arranged by You or Your agent shows Your unconditional agreement to Our terms and conditions. Any variation to these terms must be agreed by both parties in writing.

Table of Definitions

Term	Definition
You/Your	The customer.
Unifone/We/Us/Our	Unifone New Zealand Limited.
Service	Any internet, phone and related Services we provide to You in accordance with the Service Order or Managed Services Contract.
Equipment	The equipment listed in the Service Order or Managed Services Contract.
Labour Costs	Means \$120 (incl. GST) per hour for an on-site technician and \$160 (incl. GST) per hour for technical assistance subject to review and change at Unifone's sole discretion (one month's notice will be given to Managed Services clients where the hourly rate is not defined in the Managed Services contract)
CPE	Customer Premises Equipment
FWA/4G/5G	The 4G/5G 'Fixed Wireless Access' Service.
Unifone WiFi	The Service that utilises the fully owned and operated network of Unifone NZ Ltd. It also may be referred to as Unifone Wireless.
UFB	The Fibre Broadband Service.
Service Order	Refers to the formal request submitted to Unifone, either through email, direct to staff or through the website, which generates a ticket in Unifone's Customer Relationship Management (CRM) System under the customer's name that is used for correspondence between Unifone, the customer and any necessary third parties.
SLA	Means Service Level Agreement, a section in a Managed Services Contract which sets clear expectations for the quality and reliability of the internet Service and what happens if those expectations aren't met.

General

1. The Service is not for use in life support/business critical situations or similar and is provided to You:
 - a. In accordance with any applicable Service Order, although We do not guarantee that the Services will be continuous or fault free;
 - b. Using all reasonable care and skill; and
 - c. By people who have the necessary qualifications and experience.
2. Use of the Service is subject to the Acceptable Use Policy, below.
3. The term of the Services is as set out in the relevant Service Order or Managed Services Contract. If a right of renewal is specified in the relevant Service Order or Managed Services Contract, then You (in Your absolute discretion) may give written notice of Your intention to renew that Service Order or Managed Services Contract 30 days prior to the end of the term.
4. We recognise Our statutory obligation to vulnerable consumers. Full details of the vulnerable consumer process are available on Our website at this link - <https://unifone.net.nz/help> or by calling Our support line 0800 894 114.

1.

Equipment

1. Unless You are advised and agree in writing that ownership is transferred to You, Unifone retains ownership over all Equipment (excluding internal wireless routers that pass to Your ownership at the completion of Your contract term) that is installed or provided to operate the Service. Exceptions are:
 - a. The Local Fibre Company (LFC) Optical network terminal. This remains the property of the LFC.
 - b. Once installation of the plug and play FWA/4G/5G Service has been completed by Unifone and installation is paid in full, ownership of all Equipment is transferred to customer.
 - c. Equipment that is sold on an invoice to You, by Us.
2. Any Equipment provided may not be used for any purpose other than to operate the Service.
3. The demarcation point for Internet Service is defined as (depending on Service):
 - a. For Unifone's Wireless network:

- The LAN ethernet port on the power injector that connects to the outdoor radio unit, or
 - Any LAN port on the Unifone supplied router that connects to the outdoor radio unit if the router is still subject to an active contract period.
- b. For Unifone’s UFB connections:
- The ethernet outlet of the Local Fibre Company optical network terminal used to connect to the customer’s router or network.
- c. For Unifone’s DSL connections:
- The Point of entry to the premises by the Chorus DSL Service. This Service usually terminates on a Chorus installed “External Test Point” or “ETP” and all cabling from the ETP into the premises is the sole responsibility of the User to supply and maintain in good working order.
- d. For Unifone’s Rural or Urban FWA/4G/5G
- For connections where the customer has supplied their own router, the demarcation point is the interface between Unifone’s core network and the relevant FWA network. There is no customer end demarcation point and Our liability for the operation of the connection is limited to maintaining a connection from Our network to the provider’s network.
 - For connections where Unifone has supplied the router, the demarcation point is the LAN ports of the router.
4. You shall be liable for any loss (including by fire) or theft of, or damage however caused to, the Unifone Equipment during the term of this agreement (fair wear and tear excluded). You will not be liable for any damage caused to the Equipment by Us. It is Your responsibility to effect insurance cover, if You elect to do so, against potential liability under this clause. Risk in the products will pass to You once installation has been completed.
5. Unifone does not accept any liability or responsibility for any Equipment provided by or operated by You to operate any part of the Service beyond the demarcation point, including wireless access to Your Internet connection.
6. We are not responsible for any Equipment provided by others.
7. On Service termination, all Unifone WiFi supplied Equipment shall be removed by

Unifone using all reasonable care and skill, and in a manner that will not cause any damage to Your property except as is reasonably necessary in order to remove the Equipment. If Your property is damaged Unifone shall make good any such damage to the state of the property prior to the removal.

8. Unifone will comply with all Your site access policies and procedures while We are on Your Site.
9. All such Equipment We supply shall be safe, durable, and in good condition; and installed using all reasonable care and skill.

Services

1. We will provide the Services to You as set out in these terms and any relevant Service Order or Managed Services Contract. To access the Services, You will need to obtain the necessary Equipment from Us. Where operation of Our Service requires the use of type approved Equipment as stipulated by Our wholesaler, the use of non-type approved Equipment to operate the Service is not permitted at any time.
2. Unifone Services are provided on a best effort basis and while every effort is made to deliver the highest possible level of Service no guarantee is provided for Service availability or reliability. The Services will be provided in accordance with clause 1 of the General Terms.
3. We may impose traffic prioritisation policies at any time to improve the overall performance amongst Our customers.
4. 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 will provide You with as much notice as possible of any scheduled maintenance or repairs that may affect Your Services.
5. All data rates specified are peak information or "burst" rates not committed information or "constant" rates. CIR is the consistent rate of data transmission that a network always guarantees. PIR is the maximum rate at which data can be transmitted when there is capacity in the network.
6. We may vary the Services from time to time or decide to stop providing a Service. We

will notify You (by giving at least 1 month's written notice) prior to making the variation and will tell You about any substitute Service We have available. If You do not accept the variation, You may cancel the Services (by giving at least 1 month's written notice).

Clause 12 of the Charges terms will not apply in this situation.

7. We are not responsible for failure of the Services which occur:
 - a. because of a fault with anything We have not supplied to You (for example, Your computer).
 - b. because You do not use the Services correctly.
 - c. because of You not updating software We provide to You.
 - d. in the Equipment because of abuse or normal wear and tear.
 - e. because of something out of Our reasonable control, such as power failure or lightning strike.
 - f. when You move or seek to use the Services outside Our coverage area.
 - g. Because of limitations of LAN connectivity within Your premises attributable to low WiFi signal coverage or lack of a wired data network.
8. We are not responsible for:
 - a. ensuring the data You access or make available through the Services will be private, secure, free of anything which may damage Your Equipment or data, and free of malware or malicious content intended to defraud You or others, or to cause You or others to inadvertently act in a manner contrary to NZ law.
 - b. the content of any information You access or make available through the Services.
9. Different SLAs apply to business and residential connections. Unifone permit businesses with low bandwidth needs to utilise a residential broadband Service at Our sole discretion. The Unifone business SLA does not apply to these connections and businesses should be connected to a Unifone business plan if a higher SLA is required.
10. If You report any faults to Us, We will respond in accordance with timeframes specified in any Service Order or Managed Services Contact, or otherwise within a reasonable period.

Mobile Services

1. Unifone mobile Services are supplied with roaming turned on. If You travel overseas and use the roaming Service, You agree You are doing so at Your own risk of charges and You

agree to pay in full to all charges related to overseas roaming.

Unifone loyalty schemes

1. Customers who choose to participate in any Unifone loyalty scheme must follow the guidelines laid out by Us on Our website.

Charges and termination

1. Unless otherwise agreed, 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.
2. The charges for internet and calling Services (as set out in the Service Order or Managed Services Contract) include the standard monthly charges that are set out on Our website and any other charges for additional Services You use (for example, reactivation, installation, delivery, add-on calling plans, usage related to mobile network Services, chargeable phone calls, or other charges).
3. For residential customers, installation, part-month charges, and Equipment invoices are issued upon job completion and are payable within seven days from the date of the invoice. For business customers and customers on direct debit, these invoices are payable on the 20th of the following month.
4. You will pay each Invoice by the due date of the Invoice.
5. Call charges will be billed in the month following their incurrence and payment will occur in accordance with clause 4 above.
6. You may not withhold money You believe You do not owe Us nor offset sums that We owe You, unless there is a genuine invoice dispute, and We have given Our consent for You to do so.
7. If You do not pay a bill by the due date, You will be notified of this via Our automated notification system which will send emails and/or text messages to Your primary contact on the account. If You fail to make payment subsequently, We may:
 - a. suspend or restrict Services until all due payments are made; or
 - b. terminate the Services after We have provided You 10 working days' notice of Our intent to do so.

8. If You regularly pay Your invoice later than the due date You will be sent text and email messages reminding You the current month's invoice must be paid on the due date. This process is automated, and You can't opt out of it, but the messages will cease if You have three consecutive months where You pay on or before the invoice due date.
9. All connection charges will still apply during the period of any suspension.
10. We are not responsible for any financial losses You may experience if Your broadband Service is disconnected due to non-payment. This includes, but is not limited to, loss of business revenue, missed opportunities, or any other financial impacts resulting from the disconnection. It is Your responsibility to ensure that payments are made on time to avoid any disruption in Service.
11. Any reasonable and direct expenses, disbursements and legal costs incurred by Us in the enforcement of any rights contained in this Agreement shall be paid by the Customer, including any reasonable legal fees or debt collection agency fees.
12. When You connected to Unifone's Services We agreed on a contract term which set the price for Your installation. You consented to that agreement by arranging for the installation of the Service and subsequently allowing Us to carry the work out. Within the contract period, if You:

relinquish Your Unifone
connection, and/or
default on payment of the installation charge,
and/or
default on payment of ongoing Service charges;

We reserve the right to charge You for the full amount between any monies paid to Unifone as an installation charge and the actual reasonable and direct cost to Unifone of the time, travel, material required and upstream provider costs to install the Service. Debt recovery fees and upstream provider early Service termination fees may also apply.

13. Our obligation to You to maintain internet connectivity ends at the demarcation point of the Equipment.
 - a. If You report a fault to Us with Your internet or telephone Service and We find the

fault is with a computer or network device You own (ie, not rented or leased from Unifone or within the warranty period for a device We have sold You) We reserve the right to charge You in full for the repair or fault investigation. This charge may include Labour Costs (minimum of one hour), travel times, mileage and materials costs.

14. On statutory holidays there will be a one-off \$750.00 (incl. GST) charge per technician called out to work which will cover the first hour of labour for each technician. Subsequent technician hours, travel or material costs are additional to the one-off charges.
 - a. Both sets of charges will apply if You, Your agent or any other person or agency damage, compromise or mis-adjust the Equipment We have supplied You.
 - b. Unifone charges both travelling time (technician time) and mileage (vehicle running costs).
15. CPE Equipment provided by Unifone is locked to Unifone's network and will not work if connected to any other internet Service.
16. Unifone bills for phone and broadband Services for the current month. This means:
 - a. That in the month You connect with Us We will charge You for the phone (excluding chargeable calls) and/or broadband Service You will use until the end of that month. These charges are payable within seven days from the date of installation and You will receive this invoice at the same time as the invoice for Your installation costs.
 - b. On or around the 1st day of each month following the month of connection You will receive an invoice dated the last day of the previous month. This invoice is for the broadband Service delivered in the month You receive the invoice. This invoice must be paid in accordance with clause 4 above. Unifone does not apply part charges or refund monthly charges for the month You disconnect, only the month that You connect with us.
17. Where there are no amounts outstanding to us, You may terminate this Agreement and any Service Order or Managed Services Contract by giving 1 months' written notice to Us, following any Early Termination Fee clauses provided for in these terms and conditions, Service Order or Manage Services Contract will apply.
18. Either party may immediately terminate this Agreement by written notice to the other

party if the other party:

- a. commits a material breach of this Agreement which is incapable of remedy;
- b. fails to remedy any material breach of this Agreement which is capable of remedy within 10 working days after receiving written notice of the breach;
- c. becomes or is deemed to be insolvent or bankrupt; or
- d. a resolution is passed or proceedings are brought by or against the other party placing it into receivership, statutory management or liquidation or it meets with all of the relevant creditors with a view to entering into a creditor's compromise under Part 14 of the Companies Act 1993.

19. Force Majeure:

- a. Neither party will be considered to be in default or in breach of its obligations under this Agreement to the extent that performance of such obligations is prevented by any circumstance of force majeure and the party affected by the force majeure event has given prompt notice of the event and taken all reasonable measures against the occurrence of that event.
- b. Force majeure will be a circumstance beyond the control of the party (except financial) seeking to rely on the event and includes (without limitation) any act of God, pit wall failure, embankment failure, fire, explosion, national or industry wide strikes or other labour disputes (for the avoidance of doubt, force majeure shall only include strikes, threat of imminent strike or industrial action where the relevant dispute is not within the reasonable control of the Supplier), riots or other civil disturbances, epidemics or pandemics, compliance with any law, order, regulation, recommendation or request of any governmental authority not reasonably foreseeable at the date of this Agreement, war or terrorist act, but does not include an event which is caused by the fault of the party seeking to rely on force majeure.
- c. The party affected by the force majeure event shall take all reasonable steps to resume performance of its obligations under the Agreement as soon as the event claimed has subsided to the extent that they can reasonably resume.
- d. When the event of force majeure ceases to prevent performance of the relevant obligations under this Agreement, that party relying on such force majeure shall

give notice of the removal of the force majeure to the other party immediately and shall recommence performing its obligations.

- e. Either Party may terminate this Agreement immediately on written notice to the other Party where a force majeure event validly prevents the performance of a party's obligations for one month or more.

Miscellaneous

1. The terms of this Agreement will be construed and governed by the laws of New Zealand.
2. Neither party may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld).
3. This Agreement may be executed in counterparts (which may include electronic copies) all of which together will constitute one agreement.

Acceptable Use Policy

At Unifone, We aim to offer reliable, high-quality Services for all Our customers. This Acceptable Use Policy outlines the standards for using Unifone's Services, which include broadband internet access, email, and any other products or Services We offer. We reserve the right to update this Policy by posting changes on Our website. By using Unifone Services, You agree to comply with these terms and any other reasonable restrictions or directions set.

Prohibited Activities

When using Unifone Services, You must not:

1. **Engage in Unlawful Activities:** Conduct any business or activity, or solicit the performance of any activity, that is prohibited by law.
2. **Send Unsolicited Communications:** Send unsolicited emails or other electronic communications, including promotions, advertising, chain letters, pyramid schemes, or bulk emails.
3. **Disrupt Network Performance:** Adversely affect any communications network, equipment, software, or data by means such as introducing a virus, worm, Trojan horse, denial of service attack, flooding, or spamming.

4. **Compromise Security and Integrity:** Violate or attempt to compromise the security and integrity of any part of the Unifone network.
5. **Infringe Intellectual Property Rights:** Infringe on the intellectual property rights of any individual or organization.
6. **Defame or Slander:** Defame, slander, or otherwise harm the reputation of another person.
7. **Distribute Objectionable Material:** Post, transmit, publish, or distribute any unlawful, threatening, offensive, or abusive material. This includes content that may be defined as restricted or objectionable by the Department of Internal Affairs.
8. **Unauthorized Access:** Attempt to gain access to any computer system, information, or resources without the owner's authorization.

By adhering to this Policy, you help us maintain a high-quality Service experience for everyone. For any questions regarding this Acceptable Use Policy, please contact us.

Fair Use Policy

Introduction

We want to provide all Our customers with fast and reliable internet Service. This Fair Use Policy explains what We consider reasonable use of Our Services and how We manage network performance to ensure everyone gets a fair go.

Reasonable Use

Our plans are designed for typical personal, business, or family use. This includes browsing, streaming, gaming, and using social media. We expect all customers to use Our Services in a way that doesn't negatively impact others.

Unreasonable Use

Unreasonable use might include:

- **Excessive Bandwidth Usage:** Constantly using a large amount of data that affects the network performance for others.
- **Running Servers:** Operating any type of server (such as email, gaming, or web servers) that impacts the network.
- **Reselling Services:** Sharing or reselling Our internet Services to others who aren't part of Your household or business.
- **Illegal Activities:** Using Our Services for anything unlawful, like downloading or sharing

pirated content.

Managing Network Performance

To ensure everyone has a good experience, We may take steps if someone's use is excessive or unfair. This could include:

- **Slowing Down Your Connection:** We might temporarily reduce Your internet speed during peak times.
- **Contacting You:** If Your usage is very high, We may get in touch to discuss Your needs and recommend a more suitable plan.
- **Suspending or Terminating Service:** In extreme cases, We may suspend or end Your Service if We believe Your use is unreasonable and affecting others.

Staying In Touch

If You have any questions about what's fair or need help choosing the right plan, please contact us. We're here to help You get the most out of Your internet Service.

Conclusion

We're committed to providing excellent Service to all Our customers. By following this Fair Use Policy, You're helping Us keep Our network fair and fast for everyone.

This policy is designed to be straightforward and fair, ensuring that all users can enjoy reliable internet Service while discouraging misuse that could impact others.

Privacy

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. 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 Unifone 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:

1. providing the Services to You
2. undertaking credit checks, sending You invoices and recovering money You owe Us
3. managing the network efficiently.
4. improving customer services.
5. carrying out market and product analysis.
6. exercising any lawful right any of Us has.
7. 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 or are compelled by NZ law, provide information about You to law enforcement authorities, or other statutory bodies such as Commerce Commission. You may ask to see information We hold about You, and for any details that are wrong to be corrected.

Unifone 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.

Credit checks

By engaging Our professional Services

and/or

booking or arranging connection to Our internet Services

and/or

using Our internet Services

You consent to Unifone collecting, using and disclosing Your personal information for the following purposes (in respect to the Customer only, and not in relation to any authorised signatory of the Customer signing this Agreement):

1. Verifying any information that You give to Us (or information that We may collect

from other sources) with third parties and third party databases, including Government agencies (for e.g. NZ Transport Authority, Motor Vehicle Register, Personal Property Securities Register).

2. Carrying out credit checks on You with a credit reporting agency for a purpose of making a credit decision affecting You (including debt collection) or for the requirements of the Anti-Money Laundering and Countering Financing Terrorism Act 2009. This will require Us to give Your information to the credit reporting agency as well as the credit reporting agency providing information about You to Us. [We may also disclose Your positive credit information (including repayment history information) to a credit reporting agency.]
3. Debt recovery including appointing an agent to collect any outstanding debts and listing defaults with a credit reporting agency.
4. Checking the Ministry of Justice fines database for any overdue fines You may have. This will require Us to give Your information to the Ministry of Justice. This check may be carried out by a credit reporting agency, which will require the search results to be disclosed to the credit reporting agency.
5. Verifying any information that You give to Us (or information that You may collect from other sources) with third parties and third party databases for the purposes of fraud prevention or the Anti-Money Laundering and Countering Financing Terrorism Act 2009.
6. Where You have voluntarily given Us Your driver licence information, this information may also be disclosed to a credit reporting agency and the Ministry of Justice as part of the checks We undertake with them.

Your Responsibilities

It is Your responsibility to:

1. comply with all terms and conditions set forth under these terms and conditions.
2. pay for the Services and any other amounts payable under these Terms in full by the due date.
3. ensure that information You give us is correct and kept up to date e.g. inform Us when You change either physical or email address.
4. manage, save, and delete Your own messages when You use the Unifone voice mail service.

5. keep Your billing number, login ID, password, or other security data confidential, private, and secure always.
6. not resell the Services to others.
7. ensure that Your use of the Services complies with all applicable laws
8. immediately report any misuse of Your account or disclosure of Your security data.
9. immediately advise Us where any Equipment is lost stolen or damaged.
10. make sure everyone who You permit to access Services via Your account also complies with these responsibilities.
11. ensure that any additional wiring or Equipment in Your home, such as alarm systems, does not interfere with any part of the Unifone network.

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.