



a. 130 Kaikorai Valley Road, PO Box 1309, Dunedin 9054
e. support@unifone.net.nz p. 0800 894 114 | 03 974 8233

Personal and Business Retail Terms and Conditions

Date of this version: June 2026

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PART A — GENERAL TERMS (APPLIES TO ALL CUSTOMERS)

1. Agreement

These terms apply to all services provided by **Unifone New Zealand Limited** (“Unifone”, “we”, “us”) to you (“you”, “customer”). These terms are designed to clearly explain how our services work and what you can expect from us. Additional terms apply to specific services, including mobile services (see Section 30)

They form part of:

- your Service Order or plan
- any applicable Plan Terms
- any applicable Technology Terms

Together, these form your agreement with us (“Agreement”).

If there is any inconsistency:

1. Plan Terms prevail
2. Technology Terms prevail
3. These Terms apply

Some parts of this Agreement apply only to residential customers, while other parts apply only to business customers.

You are a residential customer if you acquire our services wholly or predominantly for personal, domestic, or household use.

You are a business customer if you acquire our services wholly or predominantly for commercial, trade, professional, organisational, farming, or business purposes.

Where there is any uncertainty, we may determine whether a service is provided on a residential or business basis, taking into account the intended use of the service, the type of premises, the account holder, and any information provided during the application process.

For the avoidance of doubt, a residential service may be used for home-office activities, remote working, and farm administration undertaken from the customer's home. Such use does not, by itself, make the service a business service.

Residential customers are subject to Part B (Residential Terms). Business customers are subject to Part C (Business Terms).

If the nature of your use changes, we may require the service to be transferred to an appropriate residential or business plan on reasonable notice.

2. Our Services

We will provide services:

- with reasonable care and skill
- in line with industry standards

We aim to provide a reliable service, but:

- services are not guaranteed to be uninterrupted
- faults and outages may occur
- speeds and performance may vary
- performance depends on factors both within and outside our control

We aim to resolve issues in a practical and customer-focused way wherever possible.

3. Service Interruptions and Maintenance

We may carry out maintenance, upgrades, or repairs to our network from time to time.

This may result in temporary service interruptions.

- Where reasonably practicable, we will provide advance notice of planned maintenance
- In some cases, including emergencies or urgent network issues, work may be carried out without prior notice

We will take reasonable steps to minimise disruption and restore service as quickly as practicable.

We will also make reasonable efforts to notify you of:

- planned outages in advance where practicable
- unexpected outages as soon as we become aware of them

4. Service Limitations

We rely on third-party networks and upstream providers (including fibre and mobile network operators) to deliver parts of the service.

While we take reasonable steps to manage and escalate faults, performance may be affected by factors outside our control.

Internet services are delivered on a shared network basis. While we design and manage our network to provide reliable performance, speeds and performance may vary, particularly during peak usage periods, due to overall demand and factors both within and outside our network.

We are not responsible for performance issues to the extent they are caused by:

- performance of websites, online services, or applications not controlled by us
- WiFi coverage, performance, or signal strength throughout your premises, including:
 - interference from other devices or networks
 - building layout, construction, or size
 - customer-installed equipment or modifications
- your devices, internal network, or configuration
- power supply issues at your premises

- environmental or geographic conditions, including weather, terrain, or line-of-sight limitations
- any service or performance issues occurring beyond the Demarcation Point

Where we supply a router:

- we will ensure it is correctly configured and working at the time of installation
- we are responsible for faults in the router itself

However:

- WiFi performance beyond the immediate installation area is not guaranteed
- additional equipment or services may be required to achieve full coverage

We will take reasonable steps to investigate and escalate faults where they occur.

Existing Customer Network

Where we connect our services to, or make use of, any existing customer network, cabling, or equipment (including routers, switches, wiring, or WiFi systems not supplied by us):

- we do not warrant, certify, or guarantee the condition, suitability, or performance of that existing infrastructure
- we do not represent that such infrastructure is fit for purpose or capable of supporting the service
- any issues arising from the condition, configuration, or limitations of that infrastructure remain the customer's responsibility

We may advise if we identify potential issues, but we are not responsible for diagnosing or rectifying faults in customer-owned infrastructure unless separately agreed. Connection of our service to existing infrastructure does not constitute acceptance or approval of that infrastructure.

5. Service Communications

We may contact you in relation to your account and services, including by email, SMS, or phone.

This includes communications about:

- billing and payment
- overdue accounts
- service issues or outages
- changes to services
- suspension or disconnection

These communications are necessary for the delivery and management of your service and cannot be opted out of while you remain a customer.

You are responsible for ensuring your contact details are accurate and monitored.

6. Demarcation Point

Our responsibility ends at the Demarcation Point, typically:

- Fibre: Ethernet port on the ONT
- Wireless: LAN port of our router or radio

We are not responsible for faults or performance issues beyond the Demarcation Point, except where caused by our equipment, installation, or where required by law.

7. Customer Responsibilities

You must:

- use the service lawfully
- keep account credentials secure
- ensure your equipment does not harm the network
- ensure all users comply with this Agreement
- provide accurate and up-to-date information

You are responsible for all use of the service under your account, including use by others, unless caused by our fault.

8. Acceptable Use and Fair Use

You must not:

- misuse or interfere with the network
- send spam or malicious traffic
- attempt unauthorised access
- use the service in a way that degrades network performance
- resell services without our approval

You must use the service in a way that is reasonable and does not negatively impact other users.

We may act if your usage is excessive or impacts the network or other users. This may include:

- temporarily reducing your connection speed during peak periods
- contacting you to discuss your usage or recommend a more suitable plan
- suspending or terminating your service in serious cases

Any action taken under this clause will be reasonable and proportionate to the impact on the network or other users.

Our full Fair Use Policy is available on our website and forms part of this Agreement.

9. Charges and Payment

Invoices will specify the due date for payment.

Undisputed amounts must be paid by the due date. If you raise a genuine dispute before the due date, you are not required to pay the disputed portion while it is being investigated.

Charges may include:

- monthly service fees
- installation or connection charges
- usage charges
- support or callout fees

If payment is overdue, we may:

- charge interest at a reasonable commercial rate
- recover reasonable collection costs

- restrict or suspend services

If you are experiencing financial difficulty, you should contact us as soon as possible.

We will make reasonable efforts to:

- work with you before restricting or disconnecting service
- consider payment arrangements where appropriate

We may use credit information obtained under this Agreement to assist in managing your account and payment obligations.

10. Suspension and Restriction

We may restrict, suspend, or terminate services if we reasonably consider it necessary to:

- protect the network or other users
- prevent misuse or unlawful activity
- address security risks
- respond to non-payment or breach
- comply with legal obligations

For non-payment, we will normally restrict or suspend services before termination, unless immediate termination is reasonably necessary. Restriction or suspension of service is a last resort, and we will usually attempt to resolve issues with you first where practicable.

We may rely on the contact details you have provided to notify you of overdue amounts and intended suspension. Failure to receive or read such communications does not prevent us from taking action under this Agreement.

Charges may continue during suspension.

11. Changes

We may change services, pricing, or terms. Beneficial or neutral changes may apply immediately

If we make a change that is likely to negatively affect you — such as increasing your price or reducing your service — we will give you at least 30 days' notice.

If you are not happy with the change, you can cancel your service without penalty.

12. Early Termination

If your Service has a minimum term and you cancel the Service before the end of that term, an Early Termination Fee (ETF) may apply.

The ETF is intended to recover the remaining unrecovered portion of any connection subsidy, installation subsidy, setup costs, equipment subsidy, credits or discounts provided by Unifone when the Service was connected.

Any ETF:

- will be disclosed in your Service Order, Plan Terms or Offer Summary;
- will apply only during the minimum term specified for the Service;
- will reduce over time during the minimum term;

- will not exceed the value of the subsidy, credit, discount or costs being recovered; and
- will cease to apply once the minimum term has expired.

Unifone may reduce or waive an ETF at its discretion.

13. Liability

To the maximum extent permitted by law:

- We are not liable for indirect or consequential loss (including loss of profit, revenue, data, or business)
- Our total liability is limited to the charges paid in the previous 3 months

For residential customers, nothing in this clause limits any rights or remedies you may have under the Consumer Guarantees Act 1993 or other applicable law.

14. Events Outside Our Control

We are not responsible for failures to the extent they are caused by events outside our control, including:

- weather
- power outages
- upstream provider failures
- government actions

15. Privacy

We collect and use personal information in accordance with the Privacy Act 2020 and applicable telecommunications privacy requirements.

16. Customer Care

We are committed to providing fair, transparent, and responsive service. We value our relationship with you and aim to provide a fair and positive service experience. If something goes wrong, we want the opportunity to put it right.

Our Customer Care Code sets out:

- your rights as a customer
- how we handle complaints
- our service standards and commitments

Our Customer Care Code is available on our website and forms part of our overall service framework.

17. Complaints and Disputes

If something isn't right, please contact us first. You can contact us by phone, email, or via our website. We take complaints seriously and aim to resolve issues in a fair and reasonable manner.

We will:

- acknowledge your complaint within 3 working days
- investigate and work with you to resolve the issue
- keep you informed of progress

We aim to resolve complaints within 20 working days. If the issue is complex, we will keep you updated.

If the issue is not resolved, or more than 6 weeks have passed, you may refer the matter to the **Telecommunications Dispute Resolution (TDR) Scheme**.

We are a member of the TDR scheme, which is a free and independent dispute resolution service.

18. Credit Checks

By applying for or using our services, you authorise us, where lawful and reasonably necessary, to collect, use, and disclose your personal information for the following purposes:

(a) Identity Verification

To verify your identity and the information you provide, including by checking with third parties and relevant databases.

(b) Credit Assessment

To carry out credit checks with a credit reporting agency for the purposes of:

- assessing your application for services
- managing your account
- reviewing your ongoing creditworthiness
- recovering any amounts owed

This may involve:

- providing your personal information to a credit reporting agency
- receiving information about you from that agency

We may also disclose repayment history information to credit reporting agencies where permitted by applicable privacy laws and codes.

(c) Debt Recovery

To manage and recover outstanding debts, including:

- engaging third-party debt collection agencies
- providing relevant information to those agencies
- listing defaults with credit reporting agencies where payment obligations are not met

(d) Fraud Prevention and Network Protection

To detect, prevent, and investigate fraud, and to protect our network, systems, and services.

(e) Use of Identification Information

Where you provide identification documents (such as a driver licence), we may use and disclose this information only as reasonably necessary for:

- identity verification
- credit assessment
- fraud prevention

All personal information will be handled in accordance with the Privacy Act 2020 and applicable privacy codes.

19. Assignment

You may not assign this Agreement without our consent.

We may assign it to a related entity or purchaser.

20. General

New Zealand law applies to this Agreement.

If any part of this Agreement is found to be invalid, unenforceable, or illegal, the remaining provisions will continue in full force and effect.

If we do not exercise or enforce any right under this Agreement, this does not mean we waive that right.

PART B — RESIDENTIAL SERVICES TERMS

Residential services are intended primarily for personal, domestic, and household use.

Reasonable home-office and remote-working activities are permitted.

Residential services are not intended for business-critical operations or for use where service availability is essential to commercial activities.

Where a service is used primarily for commercial purposes, supports multiple staff, serves customers, or generates materially higher support or operational requirements than a typical residential service, we may require the service to be transferred to an appropriate business plan.

Business-grade features, service levels, response times, and support arrangements are only available on business services where specifically included.

Residential services must not be used to provide internet access to multiple dwellings, commercial accommodation, or separate business entities without our prior agreement.

Ownership and recovery of wireless broadband equipment are governed by Section 28.

21. Consumer Rights

Nothing in this Agreement limits your rights under the Consumer Guarantees Act 1993.

22. Faults and Callouts

We will investigate faults and work to resolve them.

If the issue is within our network, there is no charge.

If the issue is within your premises, caused by your equipment, or no fault is found, a callout charge may apply.

Charges may vary depending on the time the work is carried out, including higher rates for after-hours, weekends, or public holidays.

Details of applicable charges are set out in our Pricing Schedule or will be advised to you before work is carried out where practicable.

23. Additional Buildings and Structures

If services are used in, or extended to, any additional building or structure on the same property as the original connection (including, but not limited to, a tiny home, sleepout, garage, office, or outbuilding), the following applies:

- A fixed data cable between buildings is the preferred and most reliable method of connection.
- Where cabling is not practical, we may supply a properly engineered wireless link between buildings. This is the only circumstance in which a wireless inter-building connection is supported or recommended by us.

You acknowledge that:

- standard WiFi or mesh systems are not designed to reliably connect separate buildings and may result in poor or inconsistent performance
- extending connectivity between buildings may require additional equipment, installation work, and cost
- a separate connection to an additional building may be treated by upstream providers as a new service or subdivision and may incur additional charges

You remain responsible for:

- all usage of the service across all buildings on the property
- any charges incurred
- ensuring that any third-party users (including tenants or guests) comply with this Agreement

We are not responsible for performance issues to the extent they are caused by factors outside our control, including:

- customer-installed WiFi, mesh systems, or other inter-building connections
- faults arising from non-approved or third-party equipment
- any connectivity between buildings that is not supplied or installed by us

24. Residential Ancillary Services (Managed Network devices, Phone and Email)

Where wireless access points, routers, switches, or other equipment are connected to Unifone management, monitoring, or cloud controller systems, such access is only available in conjunction with an active Unifone broadband service.

Unifone may charge a fee for management, monitoring, or cloud controller access. Any such fee may be waived at Unifone's sole discretion and may be introduced, varied, or reinstated at any time.

If the associated Unifone broadband service is cancelled, transferred, suspended, or otherwise terminated, any managed wireless equipment service will also be withdrawn. Unifone may remove the equipment from its management systems, cloud controllers, monitoring platforms, or remote administration tools without notice.

The customer remains responsible for the operation, management, and support of any equipment after removal from Unifone management systems unless otherwise agreed in writing by Unifone.

Residential phone and email services are only available in conjunction with an active Unifone broadband service at the same premises unless otherwise agreed by us.

We do not generally offer standalone residential phone or email services.

If your Unifone broadband service is cancelled, transferred to another provider, or otherwise disconnected, any associated residential phone service, email service, or other dependent service may also be cancelled or disconnected.

Where email services are cancelled:

- access to mailboxes, stored messages, contacts, calendars, and other associated data may cease
- we may permanently delete data immediately following account cancellation.
- it is your responsibility to ensure any required data is backed up or migrated before cancellation

Where phone services are cancelled:

- you may be able to transfer your telephone number to another provider before disconnection
- it is your responsibility to arrange any transfer in sufficient time to avoid loss of service or numbering

We recommend making alternative arrangements for phone numbers and email services before cancelling your broadband service.

Where email services are cancelled, access to mailboxes and associated data may cease immediately or after a period determined by us. Email data may be permanently deleted without further notice. You are responsible for ensuring any required emails or data are backed up or migrated before cancellation.

PART C — BUSINESS SERVICES TERMS

25. Business Use

You confirm that you are acquiring the services for the purposes of a business and that both parties are contracting in trade.

To the extent permitted by law, and where it is fair and reasonable, the Consumer Guarantees Act 1993 does not apply.

Ownership and recovery of wireless broadband equipment are governed by Section 28.

26. Secondary Structures

If services are extended to any additional building or structure on the same property, the following applies:

(a) Connection Methods

- Fixed cabling between buildings is the preferred and most reliable method of connection.
- Where cabling is not practical, we may provide a properly engineered wireless link, which is the only supported wireless inter-building solution.

(b) Installation and Constraints

You acknowledge that:

- installation may be subject to site conditions, including distance, terrain, mounting options, and line-of-sight
- additional equipment, labour, or non-standard installation charges may apply
- separate connections may be required where infrastructure providers treat the structure as a separate service

(c) Responsibility

You are responsible for:

- all usage across all connected structures
- all charges incurred
- ensuring compliance with this Agreement by any third-party users

We are not responsible for performance issues to the extent they are caused by factors outside our control, including:

- customer-installed inter-building connectivity
- non-approved equipment or configurations
- environmental or structural limitations
- any connectivity not supplied or installed by us

(d) Performance

Performance between buildings is not guaranteed unless the connection is designed, supplied, and installed by us.

PART D — TECHNOLOGY TERMS

27. Fibre

Fibre services are delivered over shared network infrastructure, and performance may vary depending on network conditions and factors outside our control.

We design and provision our services to align with typical performance expectations for comparable services measured in New Zealand, including those reflected in the Measuring Broadband New Zealand (MBNZ) programme.

However, actual speeds and performance may vary depending on:

- network demand and peak usage periods
- the performance of upstream networks and internet services
- your equipment, internal network, and Wi-Fi setup
- other environmental or technical factors

We do not guarantee that any particular speed will be achieved at all times.

28. Wireless (Unifone's network)

Wireless broadband services are delivered over shared radio network infrastructure owned and operated by Unifone. Performance may vary depending on network conditions and environmental factors.

We design and provision our wireless services to align with typical performance expectations for comparable services in New Zealand, including those reflected in the Measuring Broadband New Zealand (MBNZ) programme.

However, actual speeds and performance may vary depending on:

- signal strength, line-of-sight, and distance from network infrastructure
- terrain, vegetation, buildings, and other physical obstructions
- weather and atmospheric conditions
- network demand and peak usage periods
- interference from other radio devices or networks
- your equipment, internal network, and Wi-Fi setup

Performance may change over time as network conditions, usage patterns, or environmental factors evolve.

We do not guarantee that any particular speed, latency, or performance level will be achieved at all times.

Unless otherwise agreed in writing, wireless broadband equipment supplied or installed by Unifone remains the property of Unifone.

This may include antennas, radios, mounting hardware, power supplies, cabling, routers, and other equipment installed as part of a wireless broadband service.

If a wireless broadband service is disconnected, Unifone may:

- leave the equipment in place;

- require its return; or
- arrange for its inspection, maintenance, recovery, replacement, or removal.

The customer must provide reasonable access to the property where reasonably required for the inspection, recovery, maintenance, replacement, or removal of Unifone-owned equipment.

Unless required by law, Unifone is not responsible for reinstating, repairing, or redecorating any surface, structure, or area affected by the removal of equipment.

Payment of an Early Termination Fee, connection charge, installation contribution, or any other fee does not transfer ownership of Unifone-owned equipment to the customer and does not affect Unifone's right to recover or remove that equipment.

29. Mobile / Fixed Wireless Access (FWA)

Mobile and Fixed Wireless Access (FWA) services rely on third-party mobile network infrastructure and shared radio spectrum.

We provision these services to align with typical performance expectations for comparable services in New Zealand, including those reflected in the Measuring Broadband New Zealand (MBNZ) programme.

However, performance may vary depending on:

- mobile network coverage and signal quality at your location
- network demand and congestion, particularly during peak periods
- the number of users connected to the serving cell
- terrain, buildings, and environmental factors
- movement of devices (for mobile services)
- upstream network and internet conditions

Coverage is not guaranteed in all locations, and performance may vary significantly between different areas and times.

We do not guarantee that any particular speed, latency, or level of service will be available at all times.

Charges may apply for usage outside your plan inclusions. You should familiarise yourself with the pricing and inclusions of your chosen plan.

If you are unsure about roaming, data usage, messaging charges, or plan inclusions, please contact us before using the service.

30. Equipment

Equipment Supplied by Us

Where we supply equipment (including routers, wireless radios, or other devices):

- we will ensure the equipment is correctly configured and working at the time of installation
- we remain responsible for faults in that equipment, subject to reasonable use

Unless otherwise agreed, equipment supplied by us remains our property.

You must:

- take reasonable care of the equipment
- not tamper with, modify, or relocate it without our approval
- ensure it is used only for the purpose of receiving the service

Faults and Damage

We are not responsible for faults or damage to equipment to the extent they are caused by:

- misuse, neglect, or accidental damage
- power surges, electrical faults, or environmental conditions
- interference or modification by the customer or third parties

If equipment is damaged, lost, or not returned when required, we may charge a reasonable replacement or recovery cost.

Customer Equipment

You are responsible for any equipment not supplied by us.

We are not responsible for performance issues **to the extent they are caused by** customer equipment or configuration, including customer networks or configurations.

Non-Approved Equipment

Use of non-approved or incompatible equipment may:

- affect service performance
- cause faults or service disruption
- limit our ability to provide support

We may refuse to support or troubleshoot issues where non-approved equipment is in use.

Access and Recovery

You must:

- provide safe and reasonable access to equipment for installation, maintenance, or fault resolution

Where services are cancelled or terminated, we may:

- require return of equipment
- arrange recovery of equipment
- charge for any equipment not returned or returned in a damaged condition

Support Scope

Our support is limited to:

- the service we provide
- equipment supplied by us

Support for customer equipment or internal networks may be:

- limited
- chargeable
- or declined

31. Mobile Voice, SMS and Data Services

These terms apply only if you use mobile services sold to you by Unifone.

Mobile services (including voice calls, SMS/MMS messaging, and mobile data) are provided using third-party mobile network infrastructure and shared radio spectrum.

These services are subject to the following additional terms:

(a) Service Nature and Coverage

Mobile services:

- rely on third-party network providers
- are subject to network availability and capacity
- are affected by location, terrain, buildings, and environmental conditions

Coverage is not guaranteed in all locations, and performance may vary significantly depending on where and how the service is used.

We are not responsible for performance issues to the extent they are caused by factors outside our control, including third-party mobile networks.

(b) Voice Calls

Charges may apply for:

- calls made outside your plan inclusions
- international calls
- calls to premium or special service numbers

Call charging:

- may be billed per minute or part-minute increments
- may vary depending on the destination and service type

You are responsible for all calls made using your service unless caused by our fault.

(c) Messaging (SMS and MMS)

Charges may apply for:

- messages sent outside your plan inclusions
- international messaging
- premium or shortcode messaging services
- MMS (multimedia messages), including messages containing images, group messages, or messages converted from SMS

Messages may be automatically converted from SMS to MMS by your device or the network.

This can occur when:

- sending images, attachments, or multimedia content
- sending messages to multiple recipients (group messaging)
- message formatting or size exceeds SMS limits

Where a message is sent or converted as an MMS:

- it may be charged at MMS rates
- it may not be included in SMS plan allowances

You are responsible for understanding your device settings and for any charges incurred as a result of SMS being converted to MMS.

Delivery of messages depends on third-party networks and systems and is not guaranteed in all cases.

(d) Mobile Data

Mobile data usage:

- is measured by the network provider
- may differ from usage shown on your device

Where your plan includes a data allowance:

- speeds may be reduced once the allowance is reached, or
- additional charges may apply, depending on your plan

Mobile devices may use data automatically in the background, including when you are not actively using your device.

This can occur due to:

- application updates
- email synchronisation
- cloud services and backups
- messaging and social media applications
- operating system updates
- location or network services

Where mobile data is used:

- charges may apply in accordance with your plan or applicable rates
- this includes data used in the background or without your direct interaction

You are responsible for:

- managing your device settings
- monitoring your data usage

We are not responsible for unexpected data usage charges to the extent they are caused by device behaviour, application activity, or automatic background processes.

(e) Roaming

Using your service outside New Zealand (roaming):

- depends on the availability of third-party mobile networks
- requires roaming agreements between our network provider and overseas operators

Roaming is **not available in all countries or on all networks** and may be limited or unavailable even where coverage exists.

Where roaming is available:

- charges may be significantly higher than standard rates
- charges may vary depending on the country and network
- different services (voice, SMS, data) may be charged at different rates

Mobile devices may automatically connect to available networks while roaming, and background data usage may occur without your direct interaction.

You are responsible for:

- checking whether roaming is available at your destination before travelling
- monitoring your usage while roaming
- disabling roaming if you do not intend to use the service overseas
- all charges incurred, including high or unexpected usage

We are not responsible for:

- the availability, quality, or performance of roaming services
- any inability to access services while overseas
- charges incurred through use of third-party networks while roaming

(f) Usage Responsibility and Third-Party Services

You are responsible for:

- all usage of voice, messaging, and data services on your account
- monitoring your usage
- any charges incurred, including high, unexpected, or unintended usage

This includes usage resulting from:

- third-party applications or services
- premium messaging or subscription services
- access to external content or services

We are not responsible for charges or performance issues to the extent they are caused by third-party services.

(g) SIM Cards and Devices

Where we supply a SIM card:

- it remains our property unless otherwise agreed
- you must take reasonable care of it

You must notify us promptly if your SIM is lost, stolen, or compromised.

You are responsible for all usage until the service is restricted or suspended after notification.

(h) Network Management

To maintain network performance and fairness, mobile services may be subject to:

- traffic management
- prioritisation during periods of congestion
- speed restrictions after certain usage thresholds

Any such measures will be reasonable and proportionate.

(i) Service Availability

Mobile services:

- may be temporarily unavailable due to maintenance, outages, or network issues
- may be affected by factors outside our control

We will take reasonable steps to manage and escalate faults and restore service where possible.

UNIFONE – KEY TERMS SUMMARY (CUSTOMER GUIDE)

Important

This document is a summary of key terms of your service with Unifone.

It is provided for convenience only and does not replace the full Terms and Conditions.

The full Terms and Conditions form the legal agreement between you and Unifone and are available at: <https://unifone.net.nz/terms-conditions>

If there is any inconsistency between this summary and the full Terms and Conditions, the Terms and Conditions will apply.

Residential or Business?

- Residential services are for personal and household use.
- Business services are intended primarily for commercial, professional, organisational, accommodation, retail, workshop, office, or other business activities. Working from home does not automatically make a residential service a business service.
- If the primary use of a service changes, we may require it to be moved to a suitable plan.

What you can expect from us

- We will provide your service with reasonable care and skill
- We aim to provide a reliable service, but interruptions can occur
- We will take reasonable steps to investigate and resolve faults within our network as quickly as practicable
- We will notify you of planned outages where reasonably practicable

Speeds and performance

- Internet performance can vary depending on network demand, location, and your setup
- Services are delivered over shared networks, so speeds may vary, especially during busy periods
- Wireless and mobile services are generally more variable than fibre
- WiFi performance inside your premises is not guaranteed
- We do not guarantee that any particular speed or performance level will be achieved at all times



Your responsibilities

You are responsible for:

- your devices (phones, computers, TVs, etc.)
- your internal network and WiFi setup
- any equipment not supplied by us
- how your connection is used
- ensuring all users of your service comply with the agreement



Where our responsibility ends

Our responsibility ends at the **Demarcation Point** (the connection point).

This is usually:

- Fibre → the ONT port
- Wireless → the router or radio we install

We are not responsible for issues beyond this point unless caused by our equipment or installation, or where required by law.



Additional buildings (tiny homes, sheds, offices)

- Standard WiFi is not designed to reliably connect separate buildings
- We recommend either:
 - a fixed data cable, or
 - a properly installed wireless link

If you use your own setup between buildings, performance may be affected and we are not responsible for issues to the extent they are caused by that setup.

Additional equipment, installation work, or costs may apply.



Equipment

If we supply equipment:

- we will ensure it is working at the time of installation
- we are responsible for faults in that equipment, subject to normal use

You must:

- take reasonable care of the equipment
- not tamper with or modify it
- provide access if needed for maintenance
- return it if required

You may be charged if equipment is damaged, lost, or not returned.

Some wireless broadband equipment supplied or installed by Unifone may remain our property.

If your wireless service is disconnected, we may require access to inspect, recover, maintain, replace, or remove Unifone-owned equipment.

Payment of connection charges or Early Termination Fees does not transfer ownership of Unifone-owned equipment.



Charges and payments

- You must pay your invoices by the due date shown
- Some services may include usage-based or overage charges (for example, mobile calls, messaging, data usage, roaming, or services used outside plan inclusions). You are responsible for understanding the charges that apply to your service
- You are responsible for understanding the charges and inclusions that apply to your service. If anything is unclear, please contact us before using the service and we will be happy to explain the applicable charges.
- If you dispute a charge before the due date, you only need to pay the undisputed portion while it is being investigated
- Late payment may result in restriction or suspension of your service

If you are experiencing financial difficulty, contact us early — we will try to work with you.



Service communications

We will contact you about your service, including:

- billing and overdue notices
- service issues or outages
- suspension or disconnection

These communications are necessary to manage your service and cannot be opted out of while you remain a customer.



Suspension or restriction

We may restrict, suspend, or terminate your service where reasonably necessary, including if:

- payment is overdue
- the service is misused
- there is a security or network risk
- we are required to do so by law

We will usually take reasonable steps to notify you before taking action where practicable.



Changes to your service

If we make a change that is likely to negatively affect you (for example, a price increase or service reduction):

- we will give at least 30 days' notice
- you can cancel your service without penalty if you do not accept the change



Ending your contract early

If you cancel before the end of an agreed term:

- you may need to repay the remaining connection or setup costs
- these costs reduce over time and will not exceed the original amount



Things outside our control

Some factors affecting your service are outside our control, including:

- upstream network providers (such as fibre or mobile networks)
- weather and environmental conditions
- power outages
- government actions
- third-party services such as websites and apps



Complaints and support

If something isn't right:

1. Contact us first — we will investigate and try to resolve the issue
2. We aim to resolve complaints within 20 working days

If the issue is not resolved, you can refer it to the **Telecommunications Dispute Resolution (TDR) Scheme**, which is free and independent.



Your privacy and credit information

We may:

- verify your identity
- carry out credit checks
- share relevant information with credit reporting agencies where permitted by law
- use your information to manage your account and recover unpaid amounts

We handle your personal information in accordance with New Zealand privacy laws.



Residential Phone and Email Services

Residential phone and email services are generally only available with an active Unifone broadband connection.

If your broadband service is disconnected, any associated phone or email services may also be disconnected unless alternative arrangements have been agreed with us.

If you wish to keep your phone number or email data, you should make alternative arrangements before your broadband service is cancelled.

Email data may be permanently deleted immediately following service cancellation.

Managed WiFi Equipment

Any networking equipment connected to Unifone management platforms may be removed from those platforms if the associated Unifone service is cancelled, unless an alternative management arrangement has been agreed.