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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. If we review our terms and conditions, 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 conditions.

## Definitions

In these terms: “You” means the customer; “Unifone”, “we”, “us” and “our” refer to Unifone New Zealand Limited; the “Service” means any internet, phone and related services we provide to you and the “Equipment” means any equipment we provide to you in order to access the Services.

## General

1. The service is not for use in life support/business critical situations or similar and is provided on a best effort basis.
2. Use of the service is subject to the Acceptable Use Policy below.

## Equipment

1. Unless otherwise agreed in writing, Unifone retains ownership over all equipment that is installed or provided to operate the Service. Any equipment provided may not be used for any purpose other than to operate the Service. Exceptions are:
  - a. The Local Fibre Company (LFC) Optical network terminal. This remains the property of the LFC.
  - b. The 3G/4G antenna and cable if it was in place before the customer was supplied Unifone’s service. If this was installed by Unifone for a previous occupant of the house then Unifone retains ownership of the equipment. We may charge for repairs to antenna and cable not supplied by us.
2. The demarcation point for Internet service is defined as (depending on service)
  - a. The LAN ethernet port on the power injector that connects to the outdoor radio unit.

- b. Any LAN port on the Unifone supplied router that connects to the outdoor radio unit.
  - c. The ethernet outlet of the Chorus optical network terminal used to connect to the customer's router or network.
  - d. The DSL termination jack used by the customer router to connect to the DSL service.
  - e. The ethernet outlet of the 3G/4G router.
3. The Subscriber shall be liable for any loss (including by fire) or theft of, or damage however caused to, the Unifone Equipment during the currency of this agreement. It is the Subscriber's responsibility to effect insurance cover, if the Subscriber elects to do so, against potential liability under this clause.
4. 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.
5. We are not responsible for any equipment provided by others.
6. On service termination, all supplied equipment shall be removed by Unifone.

## Services

1. 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 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.
3. We may impose traffic prioritisation policies at any time to improve the overall performance amongst our customers. Unifone prioritises certain types of traffic such as VoIP, web, and email. Other types of traffic such as peer to peer (P2P) are de-prioritised.
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.
5. All data rates specified are burst rates, not guaranteed speeds.

6. Data plans on Fibre, DSL and Unifone Wireless broadband are for unlimited data volume for interactive use, not connection speed.
7. We may vary the Services from time to time or decide to stop providing a Service. We will try to notify you prior to making the variation and will tell you about any substitute service we have available.
8. 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 lighting strike.
  - f. when you move or seek to use the Services outside our coverage area.
9. We are not responsible for:
  - a. 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.
  - b. the content of any information you access or make available through the Services.
10. 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.

## Charges

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. You may opt-in to mailed invoices and Unifone reserve the right to begin charging for all mailed invoices and statements on an on-going basis at \$5 per mailing at any time.

2. From time to time we offer discount promotions on the price of our standard plans and services. When you sign up to these promotions you agree that you will receive all your invoices and other correspondence from us by email. If you opt for a mailed invoice you agree that we can invoice you \$5.00 per mailing for this service.
3. 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, reactivation, installation, delivery, add-on calling plans, toll calling or other charges).
4. Installation will be invoiced on completion of installation and is payable within 7 days.
5. Payment for the service is in advance (except for call charges), with the first payment due within 7 days of installation.
6. Call charges will be billed in the month following their incurrence.
7. You must pay each invoice by the due date advised on the invoice. You may not withhold money you believe you do not owe us nor offset sums that we owe you.
8. If you do not pay a bill by the due date, we may suspend or restrict services until all due payments are made, we may bill a \$15 late penalty fee, or may terminate the services.
9. Network charges will still apply during the period of any suspension.
10. Any 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.
11. 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,

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 cost to Unifone of the time, travel,

material required and upstream provider costs to install the service. Debt recovery fees may also apply.

12. Our obligation to you to maintain internet connectivity ends at the demarcation point of the relevant equipment listed in the Equipment section of this document.

- 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), mileage and materials costs. This includes the full cost of penal and statutory payments to our staff.

The same charges will apply if you, your agent or any other person or agency damage, compromise or mis-adjust the equipment we have supplied you.

13. 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 1<sup>st</sup> 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 full on or before the due date shown regardless of whether you have asked to disconnect in this month or not. Unifone does not apply part charges or refund monthly charges for the month you disconnect, only the month that you connect with us.

### Acceptable Use Policy

Unifone's Acceptable Use Policy sets out our rules regarding acceptable use of Unifone Services, including email, broadband internet access and any other products or services offered by us. Unifone 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. As a user of Unifone Services you agree that you will not:

1. Conduct any business or activity or solicit the performance of any activity which is prohibited by law.
2. send unsolicited emails or other electronic communications, including promotions and/or advertising, chain letters, pyramid scheme letters, bulk email or similar.
3. 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.
4. violate or compromise the security and integrity of all or any part of the Unifone network or attempt to do same.
5. infringe the intellectual property rights of any person or organisation.
6. defame or slander another person.
7. Post, transmit, publish, or distribute any unlawful, threatening, offensive, abusive, defamatory, or material of any kind which may be defined by the Department of Internal Affairs as restricted or objectionable.
8. Attempt to gain access to any computer system, information, or resources without the authorisation of the relevant owner.

## 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. 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:

1. Verifying any information that I give to you (or information that you may collect from other sources) with third parties and third party databases, including Government agencies (for eg. NZ Transport Authority, Motor Vehicle Register, PPSR).
2. Carrying out credit checks on me with a credit reporting agency for a purpose of making a credit decision affecting me (including debt collection) or for the

requirements of the Anti-Money Laundering and Countering Financing Terrorism Act 2009. This will require you to give my information to the credit reporting agency as well as the credit reporting agency providing information about me to you. [You may also disclose my 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 I may have. This will require you to give my 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 I give to you (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 I have voluntarily given you my driver licence information, this information may also be disclosed to a credit reporting agency and the Ministry of Justice as part of the checks you undertake with them.

#### **i. 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 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.