

Specific Terms & Conditions

These Specific Terms and Conditions apply to MyRepublic's Business Fibre Broadband Services (the "Service"). In addition to these Specific Terms and Conditions, the provisions of the General Terms and Conditions also apply. Taken together, these Terms and Conditions may be amended by us from time to time. It is your responsibility to be aware of such changes, which will take effect when posted on our Website. All references to "we", "us" and "our", are to MyRepublic.

Our Agreement with You

Your agreement with MyRepublic comprises of the following parts, which in the event of any inconsistency will apply in the following order of precedence (with the first in the list having greater priority):

- these Specific Terms & Conditions, which apply to Business Fibre Services;
- the General Terms & Conditions; and
- the Application Form you have completed in relation to your Services.

Service Availability & LFC End-User Terms

Availability. The Service is delivered over the ultra fast broadband (UFB) network. Your Local Fibre Company (LFC) is the contractor approved by the government to build UFB in your area. UFB Broadband services are not available in all areas. If you are not in an area where UFB Broadband services are available you will be advised during the sign-up process. .

Moving Outside of UFB Coverage. If you move your business premises to a location outside of a MyRepublic UFB Broadband area, we cannot guarantee you will be able to stay on your Service.

LFC End-User Terms Apply to You. You agree at the time you accept these terms and conditions, that you will be bound by your Local Fibre Company's (LFC) End User Terms, which relate to the provision (including installation) and use of that part of the LFC's network which is located on your premises. These are the applicable standard terms issued by each LFC (as amended from time to time). Depending on your region, these terms may be viewed at: <http://www.crownfibre.govt.nz/crown-partners/>

Installation at Your Business Premises

Customer Bears Installation Costs, if Any. Unless expressly set out otherwise in your Agreement, you are responsible for all costs in relation to the installation of UFB Business Broadband at your premises including any set-up charges.

Fibre-Ready Equipment is Required. To establish a fibre connection lines and equipment must be installed. On the day of install MyRepublic or the LFC technician will discuss with you (or your third party nominated representative) what is required for installation at your property and the installation charges which will apply.

You Must Accept LFC End-User Terms. You must confirm your acceptance of the LFC's End User Terms by signing a copy of the LFC's End User Terms if the LFC asks you to when they come to install the connection. If you refuse to do so when requested by the LFC then the LFC may elect not to proceed with the installation, in which case we will not be obliged to provide Services to you.

Reasonable Assistance. You will provide access, space and reasonable assistance, without charge, to allow us to undertake any work required to activate and maintain our Service inside your premises.

Temporary Loss of Service is Possible During Installation. There is a possibility that activation of your MyRepublic Broadband account may result in you experiencing a temporary loss of your existing telecommunication services.

Cancellation May Trigger Cancellation Fees. If you decide to cancel your MyRepublic Broadband order, through no fault of MyRepublic or the installer, after you have accepted your order and have been provided an installation date, we may charge you a cancellation fee. This will not apply in the case of a non-standard installation where you do not agree to any additional work or costs.

Landlord's Consent is Required. If you are not the owner of the property, or if you occupy a right-of-way or multi-unit dwelling, third party consents will be required. You must provide us with all information and assistance required to assess what consents may be required. You must obtain the consent of the owner(s) of your premises to all works being undertaken at the premises and obtain or assist the LFC to obtain all other required authorisations, licences and consents.

All Consents Must Be Obtained Before Installation. You acknowledge that Services will not be able to be supplied until all required access, authorisations, licences and consents are obtained.

Present During Installation. You must be present at your premises during the installation of the UFB Business Broadband services. You may be required to present identification before the onsite work is commenced.

Access to Your Business Premises is Required. You acknowledge that charges may apply if you deny MyRepublic or the LFC technician access to, or otherwise do not provided safe and timely access to, your premises to install relevant equipment or if you fail to consent to the actual work required for installation.

Civils Construction May Be Required. Installation of UFB Business Broadband Services at your premises may require trench excavation. Restoration of such excavation will be limited to your LFC's restoration policy. This will be limited to restoration of the area where a trench has been dug and may include reinstating surfaces in a 'like for like' manner (i.e. grass with grass, concrete with concrete or

asphalt with asphalt etc.), however if this type of restoration is covered the finish or match of the reinstated surface is not guaranteed. You are responsible for any restoration beyond the LFC's restoration policy, including the costs of the restoration.

Copper Lines May be Removed. In some instances existing copper lines may need to be removed to lay the fibre. Therefore you may not be able to revert back to your existing copper-based services once you move to a MyRepublic UFB Business Broadband service.

Equipment

Fibre Enabled Modem Needed. You will need a modem to use a MyRepublic Broadband Service. Fibre Broadband requires a fibre enabled modem. Depending on the specific promotion you signed up for, the modem may or may not be included with your Service.

Equipment Provided by You. Unless we agree otherwise, you must obtain and maintain at your own cost all necessary equipment to access and use our Services. All equipment used by you to access the Service must be type-approved with the relevant regulatory authority.

Equipment Provided to You. Network equipment provided by us may include a manufacturer's warranty. Unless otherwise specifically agreed in writing, your sole and exclusive remedy for any equipment defects shall be according to the manufacturer's warranty. If the equipment is faulty upon arrival, please notify MyRepublic that it is faulty and a replacement will be sent to you as soon as possible. If you use other network equipment, we cannot guarantee compatibility or provide installation support or any on-going support.

Reasonable Treatment of Network Equipment. You must keep any network equipment used to access the Service in a suitable place for the equipment to properly function, including any necessary electrical power supply. You must not misuse, abuse, accidentally damage or negligently use or operate the equipment.

System Requirements of Access Equipment . MyRepublic Broadband Services are best used on a computer that meets certain minimum system requirements.

You Are Responsible to Protect the Systems Used by Your Business. You will be responsible for protecting your computer against any virus, unauthorised access or spam. We recommend that you install appropriate firewalls, spam filters and anti-virus software as we do not (unless specifically otherwise stated) provide any spam or virus protection with the Internet services (except for the email filtering services described below) and you will be responsible for any additional traffic that may result from any virus, spam or unauthorised access. Therefore, to the extent permitted by law, we accept no liability in relation to any virus, unauthorised access or spam experienced by you. However you are responsible for ensuring the

compatibility with the Internet services of, and the support and maintenance of firewalls, spam filters, anti-virus, other software, modems and other hardware.

Charges

Non-Standard Pricing Available On Request. MyRepublic UFB Business Broadband can be bespoke. Upon request, our team will supply you with a price list which contains the standard and non-standard prices for Internet services.

Early Termination Charges Apply to Term Contracts. Until their term comes to an end, early termination charges apply on term contracts,

Conditions of Use

Power Needed. MyRepublic Business Broadband services are reliant on power. In the event of a power failure the service will not work.

No Guarantee of Device Compatibility. We do not guarantee that UFB Business Broadband Services will support all models of low speed analogue device (for example: monitored alarms, low speed modems, sky set top boxes, faxes, medical alarms and eft-pos). MyRepublic will not be liable to you in relation to any such incompatibility.

Service Acquired for Business Purpose. MyRepublic UFB Business Broadband Service is provided for your own business use only, and you will not on-sell these services or in any way use them to supply Internet services to a third party. We are required by law to restrict or terminate the supply of the Services to you if we believe that you are not complying with this obligation.

Nominee Required. You are responsible for nominating an email address to receive service related messages, and e-mails relating to your account will be sent to this email address.

Indemnification. You will indemnify us against all liability, losses and costs that we incur through your failure to perform any obligation that you have under this Agreement, or as a result of any claim made against us by a third party as a result of your use of the Internet services, including as a result of material that you generate or disseminate by using the Internet services.

Personal Properties Securities Act 1999 (PPSA). You may require us to provide certain equipment to you to enable you to use the Internet services provided to you. If we provide any equipment to you, you agree that you will not sell, lease, dispose of, or allow any other person to take a security interest in the equipment. Furthermore, you agree that where the equipment has a total value in excess of \$1,500 we can register a financing statement on the Personal Property Securities Register (PPSR) to reflect our interest in the equipment. Where we

exercise our right to register a financing statement, you also agree to provide us with such information as we reasonably request to enable us to register a financing statement, inform us immediately in writing if you intend to change your name, address or contact details, and to the extent permitted by law you waive your rights under Part 9 (Enforcement of Security Interests) of the PPSA.

Confidential Information. You must keep confidential any information you receive from us which you would expect to be confidential or commercially sensitive. Any pricing on Business Services or network or equipment design information must be treated as confidential. You may only disclose confidential or commercially sensitive information if you are required to by law, or applicable stock exchange rules.

MyRepublic Authorized Distributors. We may have authorized distributors distribute MyRepublic Services. These distributors may perform certain functions including onsite support and remote support. The supply of the Internet Service related thereto is governed by these terms & conditions.

Line Speed & Performance

Maintenance, Repairs, Network Management. We may need to temporarily suspend the Service for repairs, planned maintenance and upgrades, or network management. We cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible.

Service Reliability. Due to the nature of the Internet, we cannot guarantee specific levels of performance for the Internet access, however we are committed to providing consistent and reliable broadband Services. We will endeavour to inform you of any issues, and attempt to resolve them, as soon as is reasonably possible. In activating the Broadband Service you acknowledge, agree and accept that:

- the transmission speed may be affected by a range of factors including network capacity, use at peak traffic times, traffic management or customer equipment and therefore the actual throughput speed on your line may differ from the estimated line speed you accepted;
- due to contention on the telecommunications network and other factors outside our control the speed of Service may vary from time to time;
- the speed and limitations of your chosen access equipment may affect the transmission speed that you experience.; and
- it cannot therefore be guaranteed that maximum transmission speeds can be obtained at any and all times.

Importance of Good Internet-Enabled Devices. You are responsible for interoperability with your PC, tablet, TV or other Internet-enabled device. We are

not responsible if you are not able to use the Services because your own equipment does not work properly.

Warranty

Service Provided on an “As Is” Basis. MyRepublic is providing the Service and the Sites included in the Service on an "as is" basis and makes no representations or warranties of any kind with respect to accuracy, completeness or reliability.

Network Equipment Warranty. Unless otherwise provided, network equipment provided by us to you will include a manufacturer’s warranty indicating that it will be free from defects in design, manufacture or materials except where caused by fair wear and tear for a period of 12 months from the date of delivery, provided that such equipment has been kept, used and maintained in strict accordance with instructions given to you by us or the manufacturer and has not been modified or altered. This warranty will not apply if this equipment has been interfered with by unauthorized persons or the defect is minor which does not substantially affect its use. MyRepublic may, at its option, facilitate the manufacturer’s replacement or repair of such equipment.

Replacement of Network Equipment. We have the right to charge for replacement or repair of defects not covered by our warranty.

No Representations, etc, on Content or Software. Neither us nor our third party contractors or application providers, makes any representation or gives any warranty, condition, undertaking or term either express or implied as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the content or software supplied to you, or that any such content or software will be accurate, up to date, uninterrupted or error free.

Sole Responsibility. You acknowledge that you are solely responsible for the use to which you put the Service, at your sole risk. We expressly disclaim all warranties of any kinds, whether express or implied.

Invalidity

If any part of our Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.