

Specific Terms & Conditions

These Specific Terms and Conditions apply to MyRepublic's Residential 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 Residential 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 available at premises which are UFB eligible and ready. Your Local Fibre Company's (LFC) is responsible for confirming fibre availability.

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:

Local Fibre Company	Area	Link
Northpower Fibre	Whangarei	www.northpowerfibre.co.nz/index.php/agreements
Ultrafast Fibre	Hamilton, Hawera, New Plymouth, Tauranga, Tokoroa and Wanganui	www.ultrafastfibre.co.nz/rsps/publications-resources-and-tools/wholesale-services-agreement
Enable Networks	Christchurch	www.enable.net.nz/about-enable/governance/ufb-reference-offer.html
Chorus	All other UFB areas	www.chorus.co.nz/ufb-installation-terms

Installation at Your Home

Standard Fibre Installation. Standard Fibre installation will include the work needed to connect your home to the fibre in your street. This includes installing and connecting:

- the fibre cable from the street (up to 200m) through your home;
- the External Termination Point (ETP)
- the Optical Network (ONT); and
- the Fibre Enabled Modem (RGW)

Non-Standard Installation. A non-standard installation will require additional charges, non-standard installations include:

- if your house is more than 200m from the fibre access point on the street
- if your RGW is installed at a separate location to the ONT and additional wiring is required

Other Points. Other points to note:

- 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. This includes providing us with all information, assistance and consents reasonably requested to enable us, our contractors or suppliers (including an LFC) to obtain authorisations, licences or consents that may be required to provide Services to you.
- We will always try to give you reasonable prior notice if we require access to your premises and we will ensure that we or our Agents carry sufficient proof of identity. If we, our contractors or suppliers attend at your home at the arranged time and are not able to gain entry or provide the Services, we may charge you for that attendance.
- You must confirm that you have obtained your landlord's consent (if you are not the property owner), to all works being undertaken at the property that may be required for you to receive the Services as required by a LFC.
- There is a possibility that activation of your MyRepublic Broadband account may result in you experiencing a temporary loss of your existing telecommunication services.
- 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.

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.

Conditions of Use

Residential Services for Residential Use. Our residential services are provided exclusively for use by residential customers and you agree to use the Services for your own personal, non-commercial use or, if you are operating a business, or doing business, from your residential home, for your own internal business purposes.

Monitoring. If required by law or law enforcement, MyRepublic may monitor communications, including without limitation, any content or material transmitted over the Service.

Network Management. We may change, restrict, replace or terminate any of our Services where systems or the network are being maintained or otherwise worked on, or must be protected, to manage network traffic or access to network services , to improve functionality and attributes of the Services, or for any other reason we think makes it necessary or desirable to do so.

Content Disclaimer. MyRepublic does not and cannot in any way supervise, edit or control the way in which you or other end users use the content, information or other material accessed through the Services we provide to you. You acknowledge and agree that MyRepublic will not be held responsible in any way for the content, information or other material accessed or provided by means of our Services. You are

responsible for all content, information or other material that you upload, download, post, email, or otherwise transmit, access or make available through the use of our Services. MyRepublic has not reviewed all or any of the sites linked to the Services and is not responsible for the content of any of those sites.

Use of Third party Infrastructure. The Services are delivered to you using other providers' infrastructure and systems, for example, that of LFCs such as Chorus. We are not liable or responsible for anything which occurs as a result of other providers' infrastructure and systems.

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.

Third Party Application Providers

Feature Change, Modification & Replacement. We may provide complimentary third party applications (such as parental control software) into our

Services, from time to time, for all or part of the Service contract period. We have the right to, at any time without notice, change, eliminate or modify any feature or functionality of our Service to you, including such third party applications. We make no commitment express or implied to maintain or continue any aspect of our Service. We reserve the right to provide an alternative feature or functionality of equal or greater value, in the event we make any such modification or removal. This provision applies, but is not limited to, any services of third party application providers which are provided on a complimentary basis into our broadband offers.

Third Party Terms of Use. All third party applications (such as parental control software) supplied through MyRepublic are subject to the terms and conditions of the licence agreement relating to that application. You accept the terms of use applying to those packages, normally appearing upon first sign-on to those third party application sites. You must comply with such terms of use. You also acknowledge and agree that we do not warrant any content under this Agreement, and that all such content is warranted in accordance with the terms of use which governs its use.

Activation of Third Party Applications: MyRepublic shall, at its sole discretion, determine how third party applications are activated and made available to you. MyRepublic may use any method it deems fit, including issuing product keys or coupons that can be redeemed for subscriptions at the Website of the third party. Product keys or coupons may be issued to you, on a monthly or annual basis. Specific instructions on how to access third party applications will be set out in emails sent to you by MyRepublic.

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.