

GENERAL TERMS & CONDITIONS



Thank you for choosing to be with MyRepublic.

Please note that our General Terms and Conditions has been updated and the new terms will be effective as of 10th February 2020. Please refer to Clauses 9.4, 16.1, 17.1, 17.3(c), 19.1 and 19.2 for further details

These General Terms & Conditions set out the basis on which we will provide products and services to you. Other Specific Terms & Conditions will also apply to you, depending on the specific products and services you choose to receive from us. Please read these General Terms

Conditions carefully, as you agree to be bound by them when you apply for any products and services from us.

We have worked hard to make these General Terms & Conditions as clear as possible, but we still want to draw your attention to the following important terms:

- ☐ **Changes:** We will only make changes to our Agreement or the Services in accordance with clause 16.2 (Changes by us). Where we make a change that has a detrimental impact on you, you may have rights to terminate Services or our Agreement as described in clause 16.2.
- ☐ **Termination:** Your and our rights to terminate Services or our Agreement, and the consequences of termination, are set out in clause 17 (Suspending or terminating the Services).
- ☐ **Early termination charges:** You may need to pay an early termination charge if your Fixed Term Plan is terminated before the end of the minimum service term. Further information is set out in clause 17.3 (Impact of termination by you or us) and clause 17.4 (Early termination charges).
- ☐ **Consumer legislation:** Unless you are acquiring the Services for business purposes, you have rights under the Consumer Guarantees Act and Fair Trading Act, and nothing in these General Terms & Conditions seeks to limit or exclude your rights under that legislation.
- ☐ **Privacy Policy:** We are committed to protecting your privacy, and will only collect and use your personal information in accordance with our Privacy Policy.
- ☐ **Acceptable Use Policy:** Your use of the Services is subject to our Acceptable Use Policy.

Please contact us if you have any questions or suggestions on how we can do things better. We hope that you enjoy being with us.

1. Our agreement

- 1.1 **Agreement:** Our agreement comprises your Application, these General Terms & Conditions, any Specific Terms & Conditions and promotional terms that apply to the Services or offers you acquire from us, the Privacy Policy, and the Acceptable Use Policy (**Agreement**).
- 1.2 **Precedence:** To the extent that there is any conflict or inconsistency between these General Terms & Conditions, and any Specific Terms & Conditions, the Specific Terms & Conditions will prevail.

2. Definitions & interpretation

2.1 **Definitions:** In these General Terms & Conditions:

Acceptable Use Policy means our acceptable use policy, as published on our Website;

Activation means the successful connection of the Services so that they are available for your use;

Agreement has the meaning given to that term in clause 1.1 (Agreement); **Application** has the meaning given to that term in clause 3.3 (Your application);

Billing Period has the meaning given to that term in clause 9.2 (How we will invoice you (monthly eBilling));

Change has the meaning given to that term in clause 16.2 (Changes by us);

Charges means the charges that apply to the Services you acquire from us, including one-off product or set-up charges and recurring Plan charges;

Chorus means Chorus Limited, or any related company (as that term is defined in the Companies Act 1993) of Chorus that is responsible for connecting and installing VDSL or fibre Services at your premises.

Consumer Guarantees Act means the Consumer Guarantees Act 1993;

Equipment means any network equipment owned by us or our suppliers that is used to provide the Services to you, and excludes any network equipment that you have purchased from us and have fully paid for, or is otherwise supplied by you to access the Services;

Fair Trading Act means the Fair Trading Act 1986;

Fixed Term Plan means a Plan that is subject to a minimum service term (for example, 6, 12, 24 or 36 months), where that minimum service term has not expired;

Installation Costs means any costs charged by us, our authorised contractors or a Wholesaler for connecting or installing the Services at your premises;

LFC means the local fibre company that is responsible for connecting and installing fibre Services at your premises, and includes Chorus to the extent that Chorus provides wholesale fibre services;

Monthly Plan means a Plan that is offered on a month-to-month basis, which includes (for the avoidance of doubt) a Plan that was subject to a minimum service term but that minimum service term has expired;

MyRepublic means MyRepublic Limited (Company No: 4847359), and “we”, “us” and “our” have corresponding meanings;

Network means the telecommunications and data system owned by us and our suppliers which we use to provide the Services to you and other customers;

Plan means a plan on which Services and other applicable entitlements are made available to you;

Privacy Policy means our privacy policy, as published on our Website.

Services means the products and services that you acquire from us;

Specific Terms & Conditions means specific terms and conditions that set out the basis on which we will provide specific products and services to you (for example, the Residential Broadband Terms & Conditions);

Support Scope means our support scope, which describes the level of technical support that we provide to our customers for the Services, as published on our Website;

Website means our New Zealand website, www.myrepublic.net/nz; **Wholesaler** means an LFC or Chorus, as applicable; and

You means a person who applies for and/or acquires products and services from us.

2.2 Interpretation: For the purposes of interpretation and construction of our Agreement:

words importing the singular or plural include the plural and singular respectively;

- b. headings are inserted for convenience only and do not affect the interpretation of this Agreement; and
- c. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

3. Eligibility & applying for Services

3.1 Eligibility to request Services: To be eligible to for the Services, you must:

- a. be at least 18 years of age;
- b. provide acceptable identification;
- c. qualify under our credit policy (including not having any outstanding debt with us);
- d. provide a valid email address so that we can contact you.

3.2 The Services are supplied in New Zealand: We can only supply the Services to premises or devices that are located in New Zealand.

3.3 Your application: You may apply for the Services in person, over the phone, or on our Website (**Application**). In each case, we will require you to provide information about yourself so that we can assess your application for the Services. You must make sure that all information you give to us or any of our suppliers is accurate and complete.

3.4 Credit & identity checks: As part of your Application we may verify your identity and credit status with our authorised suppliers. You authorise us to verify your credit status with any credit reference agency, at our cost, and to disclose information about you to any credit reference agency for that purpose. Subject to any applicable privacy laws, we do not have to disclose our credit criteria or the reasons for our decision. We do not accept responsibility for the accuracy of any information provided to us about you by a credit reference agency.

3.5 Your agreement to our suppliers' terms: You may be required to agree to our suppliers' terms so that we can deliver the Services to you. For example, you may be required to agree to the Wholesaler's terms. Copies of any applicable supplier terms will be made available to you as part of your Application or published on our (or the supplier's) Website, or both.

3.6 Acceptance by us: We are not obliged to provide Services to you unless we accept your Application. Acceptance of your Application is at our sole discretion. We may impose additional conditions of accepting your Application. For example, we may impose a credit limit or require you to pay a security deposit before we supply the Services to you. We may also make acceptance conditional on a Wholesaler assessing the feasibility or ability to connect or install the Services at your premises. We do not accept any liability for not accepting your Application. If we decide not to accept your Application, we will refund any payment that you have made to us during the Application process.

4. Installation & activation of the Services

4.1 Installation may be required: We may need to install or connect Equipment at your premises in order to supply the Services to you. Installation or connection may be carried out by us, our authorised contractors, and/or the Wholesaler. We will arrange a time with you for installation or connection to take place. Further information on the installation process is set out in the relevant Specific Terms & Conditions. Unless stated otherwise, you will be

responsible for paying any Installation Costs. Any Installation Costs will be agreed with you before connection or installation commences.

4.2 **Joining us from another service provider:** If you are joining us from another service provider, you acknowledge that:

- a. we may not be able to provide all of the services, or the same services, that are provided by your old service provider. All Services supplied by us to you will be agreed with you;
- b. you have to provide sufficient information (for example, your account number with your old service provider) as may be requested by us to assist your move in a timely and effective manner;
- c. it is your responsibility to terminate any agreement you have with your old service provider; and
- d. you will be liable for any charges you incur for terminating your agreement with your old service provider, or for any changes in price or availability imposed by your old service provider if you continue to acquire a reduced level of services from them.

4.3 **Our right not to connect Services to your premises:** We reserve the right not to connect Services to your premises where we or a Wholesaler consider it uneconomic or unsafe to do so. We may exercise this right at any time prior to Activation, even if we have accepted your Application. If we decide not to connect Services to your premises, we will refund any payment that you have made to us during the Application process.

4.4 **Activation by us:** We will notify you once the Services have been Activated and are ready for your use. You will only be liable for the Charges from the date of Activation (other than non-standard Installation Costs, which you will be liable for immediately after installation is complete). Charges will commence from the date of Activation, regardless of whether or not you immediately commence use of the Services.

5. Equipment & wiring

5.1 **Equipment we supply:** If we supply you with Equipment to access the Services then, unless you have purchased from us and fully paid for that Equipment, we retain ownership of that Equipment. You must follow our reasonable instructions about the use of any Equipment, and must not tamper or interfere with any Equipment (including by introducing any viruses or disabling mechanisms). Any claims in relation to the Equipment are covered by the manufacturer's warranty (if any). You may also have any rights available to you under the Consumer Guarantees Act.

5.2 **Equipment you supply:** You are responsible for ensuring that any network equipment you supply to access the Services is compatible with the Network. We will provide technical support for the Services in accordance with the [Support Scope](#). However, we may not be able to provide technical support for network equipment you supply to access the Services. We are not liable for any interruption to the Services that is caused by equipment that is not supplied by us.

5.3 **Interoperability of devices:** You are responsible for ensuring that your PC, tablet, mobile phone, TV, and other internet-enabled devices work properly and are compatible with the Services. You may need to refer to the user manuals for your device(s). We are not responsible if you are not able to use the Services because your devices do not work properly or are incompatible with the Services.

5.4 In-premise wiring, sockets & Wholesaler network equipment: Subject to any applicable Wholesaler terms, you are responsible for maintaining all wiring, sockets and Wholesaler network equipment located in your premises required to maintain the Services.

6. Delivery of the Services

6.1 Services are delivered over a Network: We do not own or control all parts of the Network on which we supply the Services to you. You acknowledge that the Services are delivered over a Network, and that acquiring the Services does not give you any rights in any part of the Network.

6.2 Use of suppliers to deliver the Services: We may subcontract or delegate the performance of any of our rights or obligations under our Agreement to our suppliers, but this will not relieve us from liability for performance of any such obligation. We may appoint a supplier to provide billing services (including credit checking and control) and our customer services centre. Invoices issued by our supplier will be binding on you and payment of those invoices in full to our supplier will be a valid discharge of your liability to pay those invoices under our Agreement. Our suppliers can enforce those obligations expressed to be for their benefit in accordance with section 12 of the Contract and Commercial Law Act 2017 (Deed or contract for benefit of person who is not party to deed or contract).

6.3 Network monitoring, interception & copyright: We do not proactively monitor what content you access on our Network. However, we reserve the right to monitor the Network, including the volumes of data and/or types of traffic transmitted on our Network. We may also be required to act on lawful requests for information, assist surveillance agencies with lawful interception under the Telecommunications (Interception Capability and Security) Act 2013, and act on any allegations made to us under the Copyright (Infringing File Sharing) Amendment Act 2011 (including by sending you an infringement notice).

6.4 Power failures: Some of the Services require power to operate. During a power failure you may not be able to use the Services. You may need to make alternative arrangements if you have a monitored alarm or connection to health-monitoring medical devices.

6.5 Access to your property: We may require access to your property from time to time to ensure continued supply of the Services, including to resolve any faults or inspect any Equipment. We will only access your property with your consent. If you do not consent to us accessing your property, this may impact our ability to provide you with the Services.

6.6 Temporary suspension for repairs, maintenance etc: We may need to temporarily suspend the Services to carry out repairs, planned maintenance and upgrades, or network management. We will use our best efforts to give you reasonable notice of any temporary suspension.

7. Your use of the Services

7.1 Compliance with our Agreement and relevant laws etc: You agree:

- a. to comply with our Agreement in all respects;
- b. to comply with any of our suppliers' terms that you have agreed to under clause 3.5 (Your agreement to our suppliers' terms);
- c. to comply with all laws relating to the use of the Services;

- d. to only access and use the Services from within New Zealand;
- e. to follow our reasonable instructions for using the Services, and only use the Services for the purposes in which they are provided;
- f. to make sure that any person you authorise to use the Services on your behalf complies with our Agreement as if they were a party to our Agreement;
- g. not to resell or resupply the Services to any third party.

7.2 **Acceptable Use Policy:** Your use of the Services is subject to our Acceptable Use Policy.

The Acceptable Use Policy is published on our Website and forms part of our Agreement.

7.3 **IP addresses:** Your Plan may include either a dynamic or static internet protocol (**IP**) address. You may also purchase the use of a static IP address from us as an additional Service. You

acknowledge that IP addresses are owned by the Asia-Pacific Network Information Centre (**APNIC**) and ownership, rights to or interest in the IP addresses is not transferable.

- a. If we provide you with a dynamic IP address, we may change that dynamic IP address from time to time without notice to you. For the purposes of clause 16.2 (Changes by us), we reasonably believe that changing a dynamic IP address will not have a detrimental impact on you.
- b. If we provide you with a static IP address or you purchase the use of a static IP address from us, we will only change or recall that static IP address in exceptional circumstances where there are no reasonable alternatives (for example, if APNIC requires such a change or recall), or if you request the change. We will use all reasonable endeavours to give you prior notice of any change or recall of your static IP address, but otherwise consider this to be a “non-detrimental Change” for the purposes of clause 16.2 (Changes by us). If you request to change your static IP address, you may incur additional Charges if your previous IP address is blacklisted through your actions and/or those of your users. You may need to update your systems if there is such recall or change.
- c. IP addresses are offered on the basis set out in this clause, and we will not be liable for any costs which you, or anyone else, may incur as a result of any change to your IP address.

7.4 **Security:** You agree to keep your MyRepublic username and password confidential and secure, and not share those credentials with any other person. We recommend that you change your password at regular intervals.

7.5 **Responsibility for use of the Services:** You are responsible for all access, security and use of the Services we provide to you, regardless of who accesses and uses them. You must advise us immediately if you suspect or become aware of any unauthorised access or use of the Services on your account, in which case we will consider, acting reasonably and in good faith, who ought to bear responsibility for the relevant Charges.

8. Availability, quality & fault management

8.1 **Services not available in all areas:** The Services are not available in all areas or to all customers.

8.2 **No guarantee that the Services will always be available:** We will use all reasonable endeavours to make the Services available to you at all times. However, the Services rely on us using and interconnecting with networks owned by third parties. Accordingly, we cannot guarantee that the Services will always be available or fully functioning. If the Services are

unavailable for any reason we will endeavour to restore service as soon as possible. In supplying the Services we will always use our reasonable skill and care, and we will always aim to provide you with the best service possible, but are not able to guarantee that the Services will be:

- a. fault-free;
- b. interruption-free, or that any faults or errors will be able to be corrected;
- c. available at any particular time or location;
- d. always available, or available for any minimum period of time;
- e. secure or private; and/or
- f. free of viruses or other harmful features.

8.3 **Speed & quality of the Services:** Any stated speeds represent the theoretic maximum speeds at which you are able to send or receive data on our Network. The actual speeds or latency you experience may vary depending on various factors, including the equipment you use to access the Services, the distance from your premises to an exchange, your device's capability, and the number of customers accessing the Services in your area. Other factors may influence the particular speeds or latency you can achieve to servers nationally and internationally. Our control of these speeds is limited to our own network. Connections to servers outside our network are on a "best effort" basis.

8.4 **"Unlimited" Plans:** If you are on a Plan that includes an "unlimited" Service (for example, unlimited data), the total amount of that Service that you can use for the duration of your Plan is unlimited. We may use traffic prioritisation policies for these Plans to protect our Network and improve the overall performance amongst our customers.

8.5 **Reporting & resolving faults:** Contact our customer service team if you would like to report a fault. We may need to arrange for someone to visit your property to resolve the fault. We will make all reasonable efforts to inform you of any Wholesaler or applicable third party charges that may apply before the visit. We may need to test the configuration of the Equipment, and may need you to follow directions to manually reconfigure any Equipment at your property to help restore the Services. If we determine, acting reasonably, that there is no fault, or the fault was caused or contributed to by wiring on your premises or network equipment that was supplied by you, we may charge you for any costs reasonably incurred by us (including any Wholesaler charges) in investigating and resolving the fault.

9. Charges, billing & payment

9.1 **Charges & due date:** You agree to pay the Charges when they are due. Your invoice will state the date that payment is due.

9.2 How we will invoice you (monthly eBilling):

- a. We will usually invoice you for the Charges on a monthly basis, based on your Activation date (**Billing Period**). However, for some one-off Charges we may invoice you immediately after those Charges are incurred.
- b. We will invoice you in advance for any recurring Plan Charges, and in arrears for any usage Charges incurred by you during the preceding Billing Period.
- c. Your first invoice may include a pro-rated Plan Charge to align with your Activation date.
- d. You consent to receive your invoice from us electronically via our eBilling service. We will send invoices to the email address recorded in your Application. You must make sure that the email address you provided to us in your Application is accurate and

current. You will remain liable for payment of all invoices that we send to the email address you provided to us, regardless of whether or not you access that email account and read the relevant email or are disconnected from your email account for any reason.

- e. We cannot guarantee uninterrupted and/or reliable access to the eBilling service and make no guarantees as to its operation, availability, functionality, that it will be free of error or disruption or otherwise. You will not be liable for a delay in paying the Charges to the extent that such a delay is caused by the unavailability of the eBilling service.

9.3 How you can pay: You can pay for the Charges by debit card, credit card, or other payment methods we may advise or agree with you from time to time. You must ensure that you have sufficient funds or credit available in your nominated account to pay for the Charges.

9.4 Reminders, fees & collection of overdue Charges: We normally send reminders when payment for the Charges is overdue. If you do not pay your invoices in full on time, and the Charges are not disputed in accordance with clause 9.6 (Disputes), then we can:

- a. charge you a late payment fee of \$14 on each outstanding invoice, as part of our internal collection costs;
- b. charge you the other costs (including debt collection costs) reasonably incurred by us in recovering the outstanding amount from you;
- c. refer, sell or dispose of any debt that is outstanding by 30 days or more to a debt collection agency or debt purchaser; and
- d. suspend the Services until such time as we receive the outstanding amount, or terminate our Agreement, in accordance with clause 17.2 (Suspension or termination by us).

9.5 Deposit & credit limit: We may require a deposit from you, or set a credit limit for your account, in limited circumstances as described below:

- a. We may require a deposit (as we believe to be reasonable in the circumstances) from you as security for the performance of your obligations to us, debt management and prevention of fraud. A deposit does not relieve you from your obligations to pay the Charges. We may, at our discretion, allocate all or part of a deposit to offset any Charges, but are not obliged to do so. Any unallocated deposit will be returned to you, without interest, either after our Agreement is terminated and all outstanding Charges are settled, or at such earlier time as we believe, acting reasonably, that the circumstances in which we required the deposit no longer exist.
- b. We may set a credit limit for your account (as we believe to be reasonable in the circumstances) if we believe that you may pose a credit risk, and amend that amount from time to time in accordance with clause 16.2 (Changes by us). If you exceed any credit limit, we will do our best to contact you to tell you the amount you need to pay to get back within your credit limit. You must pay that amount within 24 hours after we contact you. This applies whether or not we have sent you an invoice for the Charges. If you fail to do so, we may suspend or terminate all or part of the Services in accordance with clause 17.2 (Suspension or termination by us).

9.6 Disputes: If you wish to dispute any current Charges, you should notify us before the due date for payment of those Charges. If you wish to dispute any Charges which you have already paid, you should notify us as soon as possible after payment. We will investigate any genuine disputes to determine, in good faith, the accuracy of the Charges and respond to you within 30 days after receiving notice of your dispute. If we agree with all or part of your dispute, we will issue you a revised invoice. If we are required to retrieve and review a substantial volume of historical records to investigate the dispute and determine, in good faith, that the dispute was unfounded, then we may charge you a reasonable administrative fee.

10. Accuracy of descriptions & pricing

10.1 In the event that the description or pricing of the Services, as offered or as published in our pricing and fee schedules, is inaccurate or otherwise misleading, you may have rights under the law, including under the Consumer Guarantees Act and the Fair Trading Act. Where we discover an honest mistake on our part has resulted in errors of description or pricing of the Services we will correct such errors. Where you do not wish to

accept the corrected description or pricing of the Services your remedies are limited to your rights under the law, including under the Consumer Guarantees Act and the Fair Trading Act.

11. Protection of your personal information

11.1 The privacy of your personal information is important to us, and we take obligations under the Privacy Act 1993 seriously. You agree that we and our authorised suppliers can collect information about you and the way in which you use the Services, and use that information as set out in our Privacy Policy. Our Privacy Policy forms part of this Agreement, and is published on our Website.

12. Number allocation & porting

12.1 **How we allocate numbers:** If you connect to Services that require the use of a phone number, we will allocate a phone number to you from the range of phone numbers available to us.

12.2 **Porting your number:** If you wish to port your existing phone number from another service provider to use on our Network, or from us to use on another service provider's network, we will comply with our obligations for number portability as determined under the Telecommunications Act 2001. You confirm that you have the authority to request the porting of that phone number. We will not charge you for porting your phone number, but you will be responsible for any other costs associated with porting your telephone number.

12.3 **Ownership of numbers:** Any phone number we allocate to you is not owned by you, but subject to these General Terms & Conditions, you have full rights to use the phone number allocated to you.

12.4 **Changing your number:** We may be required to change your phone number from time to time. We will not change your phone number unless we are required to by law or regulation, under contracts with other service providers, if you move premises, or if you request the change. We will use all reasonable endeavours to give you prior notice of any change to your phone number, but otherwise consider this to be a "non-detrimental Change" for the purposes of clause 16.2 (Changes by us). Phone numbers are offered on the basis set out in this clause, and we will not be liable for any costs which you, or anyone else, may incur as a result of such change.

13. Promotional offers & third party applications

13.1 **Eligibility & validity:** From time to time, we may make promotional offers to you. By using the Services, you consent to receive from us and our advertisers any offer and marketing and promotional information relating to any of the Services.

13.2 **Promotional terms & conditions apply:** Promotional offers may have specific eligibility requirements, validity period, early termination charge, and other terms which will be set out in the specific promotional offer and/or published on our Website.

13.3 **Free trials:** From time to time, we may let you trial certain Services for free, subject to the any terms that we advise to you. We reserve the right to withdraw trial Services at any time without notice to you.

13.4 **Third party applications:** We may make third party applications (such as parental control software) available to you at no charge to you. We reserve the right to modify, discontinue or replace any third party applications, or any functionality within those applications, without notice to you. For the purposes of clause 16.2 (Changes by us), we reasonably believe that a change to third party application that is provided by us at no charge will not have a detrimental impact on you. All third party applications are subject to the terms of the licence agreement relating to that application, which will typically be made available to you upon first sign-in to those applications. You will be required to accept those terms as part of the sign-in process.

14. Changing your details & moving premises

14.1 **Notify us if your details change:** It is your responsibility to notify us as soon as possible after any of the details provided in your Application change.

14.2 Moving premises: If you move premises then you will need to either stop the Services at your old address, or request to transfer the Services to the new occupant at your old address. You may also request to reconnect to the same or similar Services at your new address.

- a. If you wish to stop the Services at your old address, you will need to give us notice in accordance with clause 17.1 (Termination by you). If you do not give us such notice then you will remain responsible for paying for any Services that we continue to provide at your old address. If you are on a Fixed Term Plan and stop the Services before the end of the minimum service term then you will be required to pay an early termination charge, however we may waive any applicable early termination charge if you reconnect to the same or similar Services at your new address.
- b. If you request to transfer the Services to the new occupant at your old address, we may consent to the transfer in accordance with clause 15.1 (Transfer by you).
- c. If you wish to reconnect to the same or similar Services at your new address, you will need to provide us with details of your new address so that we can determine whether or not we are able to provide the same or similar Services at that address. Depending on where you move to, we may or may not be able to provide you with the same Services. If you are on a Fixed Term Plan and we reconnect you to the same Services at your new address, your service term will be paused from the date that we disconnect the Services at your old address until the date that we connect the Services at your new address, but will otherwise not be affected.

15. Transferring our Agreement

15.1 Transfer by you: You may transfer our Agreement or the Services to another person with our prior written consent. We will not unreasonably withhold our consent, provided that the person you intend to transfer this Agreement to meets the eligibility criteria in clause 3 (Eligibility & applying for Services) and consents to the transfer.

15.2 Transfer by us: We may transfer or assign our Agreement or the delivery of the Services in connection with a merger, consolidation, internal reorganisation or sale of all or substantially of our business to which this Agreement relates to. We will do our best to give you reasonable advance notice if we wish to do this.

16. Changes to the Services or our Agreement

16.1 Changes by you: You may apply for additional Services or request changes to be made to existing Services, by contacting our customer service team through chat via the contact & support page on our website or by emailing us at support.nz@myrepublic.net. Any changes you request will become effective from the start of your next Billing Period. You acknowledge that any change you request may impact the Charges that apply to you. An early termination charge may apply if you cancel or downgrade any Services that apply to a Fixed Term Plan.

16.2 Changes by us: We are always aiming to improve the Services, and the way in which we deliver those Services to you. From time to time we may improve, modify or delete any part of our Agreement, specifications, and/or our Charges and Plans and/or withdraw, suspend or change any of the Services (**Change**). Sometimes a Change will be made for reasons that are outside of our reasonable control (for example, a change in law).

- a. **Non-detrimental Change:** If we reasonably believe that a Change will not have a detrimental impact on you, we may make that Change without giving you prior notice. If you reasonably believe that such Change does in fact have a detrimental impact on you, please call our customer service team as soon as possible after becoming aware of the Change so that we can discuss your personal circumstances with you. Examples of Changes that we consider to be non-detrimental include:
 - i. Changes that decrease the Charges or increase the benefits of the Services;
 - ii. Changes to our Acceptable Use Policy that promote the safe and responsible use of the Services;

- iii. Changes that are immediately and/or necessarily required by law, for security reasons, or to prevent fraud;
 - iv. operational Changes relating to our customer service team (including minor changes to hours of operation, and changes to the location of our customer service team); and
 - v. Changes to your static IP address or phone number that are made in accordance with clause 7.3 (IP addresses) and clause 12.4 (Changing your number) respectively.
- b. **Detrimental Change:** If a Change increases the Charges (including by introducing an additional Charge) or reduces the benefits of the Services, or we otherwise reasonably believe that the Change may have a detrimental impact on our customers, we will notify you of the Change and you may have a right to terminate our Agreement or the affected Plan or Service (as applicable) as set out below:
- i. **Notice:** We will give you individual notice of the Change. The Change will also be published on our Website. We will do our best to give you at least one month's prior notice of the Change before it takes effect, but will not give you less than 10 working days' notice of the Change before it takes effect unless the Change is immediately and necessarily required for technical reasons.
 - ii. **Right to terminate a Fixed Term Plan:** If you are on a Fixed Term Plan and claim, acting reasonably, that the Change will have a detrimental impact on your use of that Fixed Term Plan, you will have the right, within one month after receiving notice of the Change, to either:
 - ☐ transfer to another Fixed Term Plan by notice to us without any transfer fees; or
 - ☐ terminate that Fixed Term Plan immediately by notice to us without any early termination charge.
 - iii. **Right to terminate a Monthly Plan:** If you are on a Monthly Plan and claim, acting reasonably, that the Change will have a detrimental impact on your use of that Monthly Plan, you will have the right, within one month after receiving notice of the Change, to terminate our Agreement immediately by notice to us.
 - iv. **Right to terminate a Service that is not part of a Plan:** If, after receiving notice of the Change, you claim, acting reasonably, that the Change will have a detrimental impact on your use of a Service that is not part of a Plan, you will have the right, within one month after receiving notice of the Change, to terminate that Service immediately by notice to us.
 - v. **Liability for Charges:** If you terminate your Plan or Service in accordance with this clause 16.2 (Changes by us), you will remain liable for all Charges incurred up to the effective date of termination.

17. Suspending or terminating the Services

17.1 **Termination by you:** You can tell us that you want to terminate any or all of the Services or our Agreement at any time by contacting our customer service team through chat via the contact & support page on our website or by emailing us at support.nz@myrepublic.net. Termination will take effect from the start of your next Billing Period unless you and us agree otherwise. On termination, clause 17.3 (Impact of termination by you or us) will apply.

17.2 **Suspension or termination by us:** We can suspend or terminate the Services or our Agreement in the circumstances described below. In the case of termination, clause 17.3 (Impact of termination by you or us) will apply.

- a. We can suspend any or all of the Services with immediate effect, for no more than a period of time that is reasonable in the circumstances, without notice to you if:
 - i. you breach our Agreement;
 - ii. you do not pay any Charges by the due date;
 - iii. you exceed any credit limit in place;
 - iv. we are acting in compliance with a requirement of any relevant regulatory authority or law enforcement body; or
 - v. we (or our agents, contractors or suppliers including a Wholesaler) need to carry out any urgent maintenance, repairs or improvements to any part of the Services or our Network,

You will remain liable for the Charges during the period of suspension.

- b. Without prejudice to our rights set out in Clause 17.2, we can terminate any or all of the Services and/or our Agreement with immediate effect and without notice to you if:
 - i. you breach our Agreement and continue that or any other breach of our Agreement after we have asked you to stop doing so;
 - ii. you do not pay any Charges by the due date;
 - iii. you exceed any credit limit in place and fail to make sufficient payments to get back within your credit limit within 30 days of us notifying you that you have exceed your credit limit;
 - iv. you are abusive to us or any other person or you make abusive, offensive, malicious or nuisance calls or communications, or use any of the Services in an offensive way;
 - v. you become (or we can reasonably demonstrate that you are likely to become) insolvent;
 - vi. you die or, in the case of a partnership, it is or we can reasonably demonstrate that it is intended to be dissolved;
 - vii. we can reasonably demonstrate that you have or another person at your premises has committed, or may be committing, any fraud against us or against any other person or organisation by using the Services.

17.3 Impact of termination by you or us: Subject always to clause 16.2 (Changes by us), if the Services or our Agreement are terminated under clause 17.1 (Termination by you) or clause 17.2 (Termination by us):

- a. **Fixed Term Plan:** If you are on a Fixed Term Plan, you will have to pay the applicable early termination charge if the effective date of termination is before the end of the minimum service term for that Fixed Term Plan. You will remain liable for all Charges incurred up to the effective date of termination.
- b. **Monthly Plan:** If you are on a Monthly Plan, you will not be charged an early termination charge, but will remain liable for all Charges incurred up to the effective date of termination.
- c. **Equipment:** You must promptly return all Equipment to us at your own costs, if requested by us. We are not responsible for any equipment supplied by you, and cannot offer reimbursement of any such equipment on termination.

17.4 Early termination charges: Early termination charges are intended to recover some of the costs and losses that we incur if a Fixed Term Plan is terminated before the end of the minimum service term, including costs that can be charged to us by our suppliers (for example Wholesalers). They are not intended to penalise you in any way. Details of any applicable early termination charges are made available at the time of any offer and are published on our Website.

18. Consumer protection legislation & liability

18.1 Consumer Guarantees Act & Fair Trading Act apply: You can exercise your rights under the Consumer Guarantees Act at any time unless you are acquiring the Services for business purposes. Any rights you may have under the Consumer Guarantees Act and the Fair Trading Act apply alongside the rights set out in these General Terms & Conditions, and are not affected or altered by them, including the exclusion of liability set out below.

18.2 Your liability to us: In the event that you cause us loss, damage or expense:

- a. your liability for any claim, damages, loss or expense that we incur as a result of your breach of our Agreement or negligence is limited to \$5,000 for any event or series of related events and \$10,000 for all events occurring in any 12 month period during our Agreement; and
- b. you will not be liable for any loss of data, profits or any consequential, indirect or special damage, or any loss to the extent that it is caused by you, for example through your negligence or breach of our Agreement.

This limitation does not apply to your obligation to pay any outstanding Charges or any claim, damages, loss or expense caused by fraud, wilful breach or wilful damage.

18.3 Our liability to you: In the event that we cause you loss, damage or expense, you have rights under the law, including under the Consumer Guarantees Act and the Fair Trading Act. Except where you have rights under the law:

- a. our liability for any claim, damages, loss or expense that you incur as a result of our breach of our Agreement or negligence is limited to \$5,000 for any event or series of related events and \$10,000 for all events occurring in any 12 month period during our Agreement; and
- b. we will not be liable for any loss of data, profits or any consequential, indirect or special damage, or any loss to the extent that it is caused by you, for example through your negligence or breach of our Agreement.

This limitation does not apply to any claim, damages, loss or expense caused by fraud, wilful breach or wilful damage.

18.4 Force majeure: Neither party will be liable to the other for any delay or failure to perform its obligations under this Agreement to the extent that the failure results from matters beyond that party's reasonable control, including acts of God, requirements of any governmental or regulatory authority, war, national emergency, fire, lightning, equipment failure, computer software malfunction, electrical power failure, faults, interruption or disruption in the networks of other service providers. For the purposes of this clause, your financial insolvency is not a matter that is beyond your reasonable control.

19. Communicating with each other

19.1 Support & complaints: We are a member of the Telecommunications Dispute Resolution (TDR) scheme. If you need support or wish to make a complaint about any of our Services, visit the Support page on our Website, or call us on 09 222 4717. If we are unable to resolve your complaint, you may refer the matter to the TDR. The TDR will only take up a complaint if the customer has first tried to resolve it with the us and given us a reasonable opportunity to fix it. See tdr.org.nz/making-a-complaint for more information.

- 19.2 **How you can contact us:** You can contact us in relation to our Agreement by contacting our customer service team through chat via the contact & support page on our website or by emailing us at support.nz@myrepublic.net..
- 19.3 **How we will contact you:** If we are required to give notice to you under our Agreement we will do so by email or text message using the contact details provided in your Application (or otherwise advised by you). We may also publish any announcements, including any changes to our Agreement, on our Website or as a bill insert.
- 19.4 **You consent to receiving electronic messages from us:** By applying for and/or using the Services you consent to us sending you electronic messages from time to time, including marketing and promotional information. All electronic messages we send will include a functional unsubscribe facility.
- 19.5 **Customer service calls etc may be recorded:** We may record any correspondence you have with our customer service team (for example calls or online chats) for training purposes, resolving disputes, and to ensure that we are always giving you the best possible service.

20. Intellectual property rights

20.1 We own or are licensed to use intellectual property rights in content, software, personal identifiers (including IP addresses) and anything else we use or make available to you in connection with the Services. These rights include, for example, all copyright, trade mark and design rights. All such title, interest and rights will remain with their owner. You acknowledge such title, interest and rights, and will not take any action to jeopardise, limit or interfere in any manner with our or our suppliers' title, interests or rights therein. You agree that all intellectual property rights in the Services and any improvements or changes we make to any Services belong exclusively to us or our licensors.

21. General

- 21.1 **Currency:** Unless otherwise stated, a reference to dollars or \$ is a reference to New Zealand dollars.
- 21.2 **GST:** Unless stated otherwise, all advertised prices for residential Services are inclusive of GST, and for business Services are exclusive of GST.
- 21.3 **No waiver:** No failure or delay by us to exercise or enforce any of our rights under our Agreement will operate as a waiver of such rights nor will such failure or delay in any way prejudice or affect our rights at any time thereafter to act in strictly in accordance with our rights under our Agreement.
- 21.4 **Severability:** If any provision of our Agreement is held to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of our Agreement shall not be affected.
- 21.5 **Reliance on verbal instructions:** You agree that we can act on any verbal instructions you give us in relation to the Services.
- 21.6 **Governing law:** Our Agreement is governed by the laws of New Zealand. You and we submit to the exclusive jurisdiction of the courts of New Zealand.

