

WiFiConnect Ltd

Terms and Conditions

Updated 12 March 2025

1. Terms and Conditions

- 1.1. These terms and conditions constitute the agreement between WiFiConnect Ltd (we, us or our) and the end user (you, your or customer) of WiFiConnect Ltd's services. You accept these terms and conditions at the time of your application through our website (wificonnect.co.nz) or when accepting a hardcopy of these terms and conditions from our installers.
- 1.2. Your use and/or continued use of our internet service confirms you are of legal age (18 years and above) and you accept to be bound by our latest terms and conditions.
- 1.3. We may amend or replace these terms and conditions at any time with notice. We will notify you of any changes by posting to our website. Your continued use of our internet service after such notification deems your acceptance of the changes.
- 1.4. Any additional or different terms that you may stipulate or state in any communication with us will not be binding on us or included in the agreement unless expressly agreed upon in writing by us.

2. Provision of Internet Service

- 2.1. We are not obliged to provide you with internet service unless we accept your application. Acceptance or rejection of any application is at our discretion.
- 2.2. Our internet service is provided to you on a non-exclusive basis and your right to use our internet service is not transferable.
- 2.3. We will use all reasonable endeavours to make our internet service available to you at all times, however, events beyond our control such as loss of supply from suppliers, power outages, theft of equipment, weather and environmental impacts may disrupt our internet service. We cannot and do not guarantee continuous or uninterrupted internet service.
- 2.4. You accept that our internet service is not responsible for supporting emergency calls and might not be compatible with non-voice communications equipment such as home alarms, fax machines, Sky Digital and St John Alarms.
- 2.5. You acknowledge that our advertised speeds refer to the potential maximums the services are capable of and actual speeds will be affected by various factors e.g. NZ and overseas networks, your modem, internal home wiring, device WiFi capability and weather.

- 2.6. While we take all reasonable security precautions, the nature of telecommunications services mean that we cannot guarantee the confidentiality of any calls or transmissions you make using our services.
- 2.7. We may vary the service(s) from time to time, or decide to stop providing a particular service. We will give you written notice prior to making the variation and will tell you about any substitute service we have available.

3. Use of Internet Service

- 3.1. You are responsible for all aspects of access and use of our internet service, including any actions taken by others on your account.
- 3.2. You must not use our internet service (or permit the internet service to be used) in a way that:
 - 3.2.1. breaks any laws or infringes anyone's rights (including copyright infringements); or
 - 3.2.2. in a way which is malicious, obscene or offensive; or
 - 3.2.3. damages either the WiFiConnect Ltd network or that of any other operator.
- 3.3. We may investigate your usage or suspend, restrict or terminate the internet service if you (or any other person permitted by you) do or attempt to do any of the following:
 - 3.3.1. resell, rent, lease, transfer, sublicense or otherwise transfer rights to use our internet service; or
 - 3.3.2. use our internet service in a way that is inconsistent with the normal use for your service or plan.
- 3.4. You must use our services in a way that does not negatively impact other users or degrade network performance. This includes, but is not limited to:
 - 3.4.1. avoiding excessive or abnormal data consumption including downloading or uploading large amounts of data at peak times that may disrupt normal network operations;
 - 3.4.2. not engaging in activities that interfere with our network, such as denial-of-service attacks, spamming, excessive simultaneous connections, or hacking attempts;
 - 3.4.3. refraining from unlawful activities, including copyright infringement, distributing malicious software, or violating any laws or regulations;
 - 3.4.4. not operating commercial servers, reselling internet access, or sharing the service beyond the registered premises;

- 3.4.5. avoiding automated systems that generate excessive traffic, such as cryptocurrency mining, mass file-sharing, or excessive video streaming.
- 3.5. To ensure fair access for all users, we may:
 - 3.5.1. temporarily limit or manage your bandwidth if you exceed fair usage levels;
 - 3.5.2. prioritise other users' traffic to maintain essential network performance;
 - 3.5.3. investigate and take action if your usage negatively impacts others.
- 3.6. If any unauthorized or improper activity occurs due to your actions or those of anyone you have permitted, or if your account information is compromised, you must notify us immediately.
- 3.7. You must keep secure any password or PIN number used to access our internet service and ensure that the password or PIN is not disclosed to any unauthorised person. You must change the password or PIN number upon our request.
- 3.8. We do not control the information available on the internet and are not responsible for any inaccurate, illegal, or offensive content you may encounter while using our services. We are also not liable for any viruses or harmful code you may download.

4. Installation

- 4.1. A prepayment is required before we set up fibre connections. The amount depends on your chosen plan.
- 4.2. You confirm that you own the premises where fibre will be installed, and you will be liable for any loss suffered by WiFiConnect if this is not the case. If you are not the property owner, you must obtain the owner's consent for the installation of fibre. You acknowledge that the installation request was made by you, and WiFiConnect has relied on your authority to make this request.
- 4.3. A fee will be charged for rural wireless installations, moving existing equipment, or supplying additional equipment. Payment is due within 7 days of service activation. Failure to pay within this period may result in service disconnection until the outstanding balance is settled.
- 4.4. A fee may be charged when you adopt an existing rural wireless connection that requires a technician visit.
- 4.5. A fee will be charged for rural wireless signal tests if our technician has completed a site visit and confirmed a good signal but you decide not to continue with installation and thus withdraw your application for a rural wireless connection.
- 4.6. You consent to WiFiConnect and its contractors accessing your premises for the installation, inspection, maintenance, or replacement of any equipment necessary for the

provision of our services. You agree to provide safe access to your premises for these purposes.

- 4.7. Fibre installation by Chorus may require trench excavation at your premises. Please ensure that you are satisfied with the work done by Chorus in restoring the grounds. WiFiConnect or its contractors are not responsible for restoration. You will be responsible for any further restoration and its associated costs, including areas such as paved, concreted, or cobbled surfaces.
- 4.8. You acknowledge that upon completion of your fibre installation, any existing copper wiring to your premises may be removed by Chorus and cannot be reinstalled. Once removed, only fibre services will be available at your premises. You agree to abide by Chorus' terms regarding the removal of copper wiring, which may vary based on their policies.

5. Supply of Equipment

- 5.1. We will ensure that any equipment provided will be of a suitable quality and will be fit for the purpose for which it is provided.
- 5.2. A delivery charge may apply when we dispatch any equipment to you.
- 5.3. If we provide you with equipment and you cancel or disconnect before paying for the equipment (or only make a partial payment), you are still liable for the full payment or you must return the equipment in the condition you received it. If the equipment is not returned and/or is damaged, a charge will apply.
- 5.4. You agree not to damage or tamper with any WiFiConnect and/or Chorus devices provided at your premises for the delivery of our services, and you will follow WiFiConnect's instructions regarding the use and handling of these devices. Any damaged or lost equipment provided by us must be replaced at the customer's expense, and charges will be applied accordingly.
- 5.5. Any equipment provided by Chorus for the use of fibre services remains the property of Chorus.
- 5.6. Our routers are only covered by a 12 month manufacturers warranty in accordance with the Consumer Guarantees Act. Router warranty will be void if the equipment is lost or damaged due to customer misuse.

6. Billing and Payment

- 6.1. You must pay the applicable price for our internet service based on your selected plan and billing cycle. Billing is charged in advance, starting from the date your rural wireless connection is established or your fibre connection is activated at the wholesaler's terminal.

- 6.2. A minimum payment of one month is required, irrespective of your chosen billing cycle. Your regular billing cycle will begin after the first month of service.
- 6.3. You are responsible for notifying us, by email to billing@wificonnect.co.nz, if you change your payment frequency. We reserve the right to adjust your billing cycle (weekly, fortnightly or monthly) to match the payment frequency that we observe on your account and we will not give notice of this adjustment.
- 6.4. You are responsible for payment of our internet service regardless of whether you or someone else uses it.
- 6.5. A positive account balance is expected for the provisioning of our internet service. If your account falls into arrears we may suspend the internet service and charge you a suspension fee. It is your responsibility to request reconnection. We will reconnect the internet service within 2 business days from receiving your request, if your account has a positive balance.
- 6.6. Internet service pricing may be changed by us by giving at least 4 weeks' written email notice of the new charges that will apply.
- 6.7. Monthly statements will not be provided, however, individual statements can be provided upon request only.
- 6.8. To dispute a bill, you must email us at billing@wificonnect.co.nz within 30 days of the due date. If you do not, you will be deemed to have waived your right to a refund.
- 6.9. You must submit a written request to billing@wificonnect.co.nz for a refund of unused credit. An admin fee for refund processing will apply. Any remaining credit will be forfeited if the account has been closed for 6 months and all attempts to contact you have been unsuccessful.
- 6.10. If you change your plan mid-billing cycle, you'll be charged only for the portion of the service you used at the old rate, and then the new rate will apply for the rest of the billing period.

7. Termination

- 7.1. We can terminate this agreement, or the provision of internet service to you, immediately if you breach any term of this agreement or if we reasonably believe that you have supplied incorrect or misleading information to us.
- 7.2. If this agreement is terminated for any breach or misuse of the service, you are not entitled to a refund for any credit balance on your account, unless otherwise agreed.
- 7.3. In order to terminate the provision of internet service to you, you must give 30 days' written notice by email to billing@wificonnect.co.nz. We will terminate the internet service 30 days from receiving your written notice.

7.4. On termination of internet service:

7.4.1. all amounts due to us and all applicable termination charges will become immediately due and payable; and

7.4.2. you will cease to have any entitlement to use our internet service; and

7.4.3. the terms of this agreement that are by their nature intended to survive termination will remain in full force.

7.5. If we cancel, terminate or reallocate the internet service, you will relinquish and discontinue the use of any web portals that we assigned to you.

7.6. If you inform us of a move to an address where our services are unavailable, we will treat this as notice to terminate your internet service, which will be disconnected 30 days from the notification.

8. Technical Support

8.1. You are responsible for notifying us if you experience connection issues. We cannot detect or resolve individual problems without being informed.

8.2. We will provide telephone and/or email support. The support is available for matters which relate directly to our internet service. You acknowledge that we are dependent on our suppliers in the provision of our internet service and as such the support available is dependent, to some extent, on the support available to us by our suppliers.

8.3. We work as a small distributed team with members often travelling in and out of cell coverage. As such, you accept we are not always reachable by phone and support is provided on a reasonable endeavours basis. Our preferred method of communication is email. Please leave a detailed voicemail, with account name and address, when contacting us by phone.

8.4. We do not provide support for your own internet devices. If our internet service is not working for your end devices such as computers, routers, tablets, printers and TV's, we are not responsible for troubleshooting or correcting the issue. If such devices are corrected by us, we will charge you a service fee.

8.5. If a technician is dispatched for troubleshooting and the issue is caused by customer error, damage, or anything unrelated to our network, a technical service fee will apply. For example, if the customer damages cabling with a lawn mower or a pet chews through the cabling, an applicable fee will be charged.

9. Holiday Homes

9.1. Short term rural wireless internet service is available to holiday homes at our discretion and is not guaranteed for all properties.

- 9.2. We only provide a short term rural wireless internet service in monthly blocks and no partial months.
- 9.3. In order to pause the provision of internet service to you, you must give 14 days' written notice by email to billing@wificonnect.co.nz. We will pause the internet service 14 days from receiving your written notice. It is your responsibility to request reconnection. We will reconnect the internet service within 2 business days from receiving your request.

10. 2talk

- 10.1. You acknowledge that we are not a phone service provider and your application for a 2talk voice plan gives us permission to set up a 2talk service and migrate existing phone numbers on your behalf. We will charge you an account setup fee for this.
- 10.2. By applying for a 2talk voice plan you agree to 2talk's terms and conditions located at www.2talk.co.nz/terms.
- 10.3. We may add funds to your 2talk account to facilitate setup. We will charge you for reimbursement of any such funds.
- 10.4. You acknowledge that your ongoing payment and service management for 2talk services is handled directly with 2talk.

11. Liability

- 11.1. We exclude all of our liability to you in connection with us providing services to you or failing to provide services to you. Without limiting this, we are not liable to you (nor are any of our officers, employees, contractors or agents liable to you):
 - 11.1.1. if any communication is intercepted, not properly transmitted or received;
 - 11.1.2. for any disruptions or delays with the use of our services;
 - 11.1.3. for any incompatibility with other services;
 - 11.1.4. if any software we supply does not operate properly; and
 - 11.1.5. for any equipment or network failures (including those as a result of lightning strikes).
- 11.2. We are not liable for any indirect loss or for any loss of profits, lost savings, loss of data, business interruption, incidental or special damages, or for any consequential loss. In addition, we are not liable for any damages claimed by you based on any third party claim, including, but not limited to, any claim in negligence.
- 11.3. We are not liable to you for any fault in, delay or non-provision of internet service which is caused by an event beyond our reasonable control.

- 11.4. If you use another service provider during any period when our internet service is not fully operational, we are not liable to pay any amount of compensation.
- 11.5. You acknowledge that none of our suppliers (nor any officer, employee, contractor or agent of our suppliers) is in any way liable to you in relation with our services.
- 11.6. You acknowledge that in using our internet service you will be accessing third party websites and/or elect to use third party products and services, and:
 - 11.6.1. access or use by you of any such third party websites, products or service is subject to the third party's terms and conditions; and
 - 11.6.2. We do not accept responsibility or liability for or in connection with access or use by you of any such third party websites, products or services.
- 11.7. Nothing in this clause limits any rights you have under the Consumer Guarantees Act.

12. Notices

- 12.1. Except where terms of this agreement specify otherwise, we will communicate notices with you via phone call, text message or email. We will only communicate via snail mail if we don't have a phone number or email address on file. You are responsible for checking your spam folder on a regular basis for any correspondence from WiFiConnect.
- 12.2. Notices include information about the internet service, billing, suspension and other information. You are required to read any notices in a timely manner to avoid any potential disruption to the internet service.
- 12.3. You are responsible for providing us with current and accurate contact details. You must ensure that all information you provide us is correct. If any information you have supplied to us changes, you must provide us with updated information as soon as possible. This includes a change of email and/or contact phone number. We may also obtain personal information from your use of our internet service.
- 12.4. Written notices sent by email or text message will be deemed received on sending, provided that we do not receive an automatic delivery failure notification. Notices sent by post will be deemed received:
 - 12.4.1. on the third day following posting if sent and received within New Zealand; and
 - 12.4.2. on the tenth day following posting if posted from outside of New Zealand.

13. Other Matters

- 13.1. We may make promotional offers which are subject to other terms. If you accept one of those promotional offers, then the terms and conditions of that offer will also apply.

- 13.2. By using our services, accessing our website (wificonnect.co.nz) and interacting with our team you authorise us to collect, retain, and use your personal information according to our Privacy Policy.
- 13.3. We will pass on to you the benefit of any warranty given by our suppliers or a third party such as the manufacturer where the goods are not manufactured or supplied by us.
- 13.4. You must not assign your rights under this agreement. We can transfer our rights and obligations under this agreement to anyone else. We will notify you if we do so.
- 13.5. A delay in exercising any right is not a waiver of that right. A failure to exercise a right on any occasion does not prevent any subsequent exercise of that right.
- 13.6. Nothing in this agreement constitutes either party a partner, agent, employee or joint venture of the other.
- 13.7. This agreement supersedes all proposals or prior agreements, oral or written, and all other communications between us and you.
- 13.8. These terms are to be interpreted in accordance with the laws of New Zealand. Any dispute regarding the provision of our services under these terms is to be determined by New Zealand courts.