

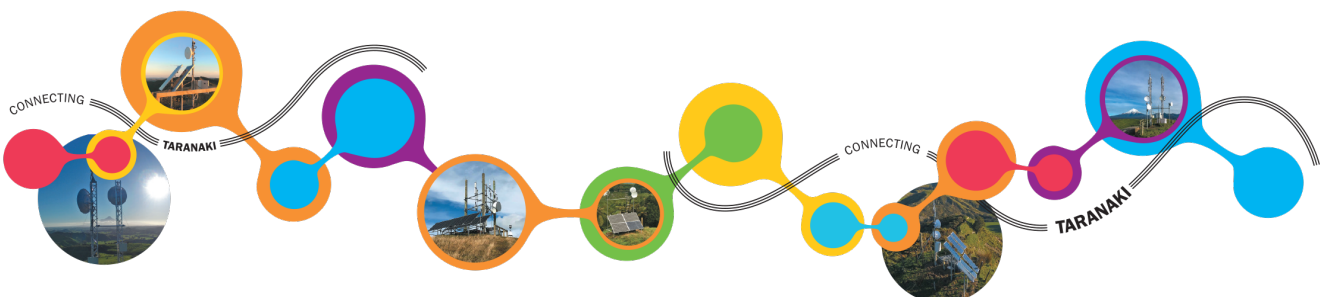
PrimoWireless Ltd Standard Terms and Conditions

1. Intro...

- 1.1 PrimoWireless (Primo) is the supplier of broadband internet and other services like satellite, RBI, VOIP etc to rural and other communities, businesses etc.
- 1.2 These STC's apply to all services supplied by Primo and therefore once supplied, these STC's are agreed to by the Customer (you).
- 1.3 A copy of our current terms is displayed on our website. We may change these STC by changing or removing existing terms or adding new ones. It is your responsibility to check these STC regularly for any modifications or updates.
- 1.4 Because we're good guys we will always tell you about any changes by publishing these on our website or by emailing you. Your continued use of our Services after changes have been notified to you indicates your acceptance of those changes.
- 1.5 If there are any fishhooks in the new STC's we will provide you where possible at least 10 business days' notice and wherever possible at least one month's notice of these changes before they come into effect. If acting reasonably you consider that the change has a negative impact on your use of our Services you can exercise your right to terminate these Terms.

2. What you agree to do...

- 2.1 Be nice!
- 2.2 Pay your monthly in advance invoice on time. That's helpful and pertains to clause 2.1. If you don't a late fee will be charged on overdue accounts. You also agree to pay any additional costs in recovering the debt if you don't pay us. This includes all costs incurred by debt collectors. We reserve the right to suspend services on overdue accounts see clause 5.1.
- 2.3 Be aware that you're responsible at all times for any use of the services you've subscribed to, keep it lawful and don't be a nuisance to anyone!
- 2.4 That you keep confidential the secret stuff about your Primo account. If someone piggy backs onto your account after they find out your password etc, then you're responsible for paying the bill. Ouch!
- 2.5 You'll also agree to change your password if we ask you to.
- 2.6 You need to take your e-mails off the mail server, that means download them on a regular basis to keep your files on the server to less than 10MB. We can charge you for more space if you want but may remove the data if it is in excess of 20MB if you haven't organised this prior.
- 2.7 You'll respect the privacy of other users like you would want other users to respect yours.
- 2.8 Keep your virus protection up to date.
- 2.9 Give us 30 days' notice of termination if you decide to leave, subject of course to clause 2.11 if applicable.



- 2.10 You agree to allow us access onto your property at a reasonable time to repossess our equipment if you don't want it anymore or if you haven't paid the bill; refer clause 2.2 (and 2.1!).
- 2.11 If you have signed up on a minimum time contract, you're getting a good deal. So, if you decide to change mid-way through the contract term, you need to pay us for the remainder of the term as agreed – it's only fair. If you don't pay us, then you also agree to pay any additional costs in recovering the debt. This includes all costs incurred by debt collectors in getting the overdue invoice paid.
- 2.12 If you move house and Primo is unable to provide a connection at the new property, you will need to request a termination. Any applicable notice periods and disconnection fees shall apply.

3. What you agree NOT to do...

- 3.1 You won't do illegal stuff like copyright violation such as pictures and software unless you get the permission of the dudes who own it. Just don't break any laws!
- 3.2 You won't assign your rights over to anyone else under these terms without our written consent. You've signed up with us so we'll deal with you. We can assign our rights though but we'll let you know if we're doing that.
- 3.3 You won't send multiple unsolicited e-mails to large numbers of people which includes advertising etc. That's not being nice...you know clause 2.1.
- 3.4 You won't on-sell our services to anyone else unless we agree in writing.
- 3.5 Cause the introduction of harmful stuff like viruses to anyone else. Yuk and also noooooot very popular!

4. What we'll do...

- 4.1 Be really nice! We are anyway.. If you think we aren't playing fair refer to clause 20.
- 4.2 Utilise our best endeavours to make all services for you available 24 hours where reasonable. An unreasonable situation would be if hot molten lava was pouring through our front door, but by then we figure you wouldn't be at your desk either!
- 4.3 However if the system goes down and it is your fault then we may charge you for it. You shouldn't be touching our stuff.
- 4.4 If lava does pour through the front door or in another situation where our services go down, Force Majeure (clause 17) would operate in this case we'll take all reasonable measures to get it back up again as soon as reasonably possible, though we won't take any liability for any consequential loss, our liability being limited to the value of your service provided.
- 4.5 We'll keep an eye on your usage of the system for the purpose of ensuring that you're using the system in accordance with our STC's.
- 4.6 We'll invoice you monthly and send those invoices by e-mail. If there's a problem with the invoice, you need to let us know before due date.
- 4.7 Sorry, but if you're on a full speed plan we'll also invoice you for additional broadband usage over and above your broadband plan. If you are on a capped plan, you won't be charged extra but we will slow you down. Any unused broadband usage also won't be carried through to the next billable month.

4.8 We'll work to give you the fastest speeds available. Our advertised speeds are based on a theoretical maximum, and actual speeds can be affected by many things including NZ and overseas networks, your router and computer technology, internal wiring and other environmental factors.

4.9 We'll deliver those e-mails of yours where this is reasonably possible, as opposed to unreasonably possible like that lava event, Tsunami's, a lack of electricity; you know, that kind of thing.

4.10 Let you know on our website and by email if there are any changes to pricing and stuff. We will give you at least 10 days notice and wherever possible at least one months notice of these changes. Because we're good guys our pricing is fixed for the duration of your contract except where there is a price decrease – in that case you'll pay less! Pricing or plan changes will apply from the calendar month following the change.

4.11 We'll keep all your details confidential with us.

5. The big stick...

5.1 We reserve the right to suspend or terminate any, or all services that you've subscribed to if you are a bad boy/girl and violate any of our STC's (which you've agreed to by taking on our services). Primo will define the violation whether intentional or unintentional. This includes non-payment of charges, abusive, offensive or inappropriate behaviours directed towards us or anyone acting on our behalf. As well as, if you make multiple complaints without reasonable basis for doing so, and you continue to make complaints without any reasonable basis after we have requested you to stop. We'll come and get our stuff too and depending on the severity might even charge you for the equipment recovery and any other charges incurred. Follow this link to review our non-payment process

6. Credit check

6.1 If you are applying for a Service where we will bill you after you have used that Service, you agree that as part of the application process we can check your credit status with any credit reference agency. We may also conduct further credit checks while you remain a customer with us. We may pass on credit information about you to any credit reference agency at any time.

6.2 If we are not satisfied with the information provided by the credit reference agency, we may: decline your application for the Service; provide a restricted Service; or ask for a non-interest bearing security deposit and/or impose other conditions on your Service (including a mandatory payment method or credit limit).

6.3 Subject to any legal requirement under the Privacy Act to disclose personal information to you, we do not have to disclose our credit criteria or the reasons for our decision to you.

6.4 If you are not satisfied with the information provided by the credit reference agency, you will need to contact them directly.

7. Stuff (that's Primo's equipment) on your property...

7.1 We refer to "Stuff" in these STC's. "Stuff" means all Primo's equipment whether installed on your house, outhouse or where ever and includes our Access Point sites.

7.2 We'll need to fix some stuff onto your house (which you confirm you have the authority to allow us to do this) in order for you to get broadband which you fully agree to happen 'cause you want really fast broadband. We aren't obliged to run cabling within the wall cavities when we're installing our "stuff". This might well be extra and you'll have to pay this to us or the contractor who's installing the cabling.

7.3 That "stuff" remains the property of Primo and the rental of the property is covered in the installation fee or the monthly rental fee whichever option you've elected to use

7.4 You agree to leave the Primo stuff alone.

8. Access Point Site Owners (APSO)

8.1 As an APSO, you confirm that you have the necessary authority to authorise Primo to install a Primo's Access Point site on your property whether owned or leased.

8.2 You agree to unreservedly allow us 24/7 access to our equipment.

8.3 You acknowledge that Primo's Access Point equipment remains the property of Primo.

8.4 As part of the beneficial deal struck between Primo and you, you agree to supply power and security to the site and won't touch it as it could stuff up the network!

8.5 If you don't want the AP site on your property (why wouldn't you?), then unless agreed otherwise you need to give us a minimum of 90 days notice of termination. And we'll do the same for you if we decide to shift the AP site.

9. Intellectual Property (IP)

9.1 Primo owns all the IP related to our equipment and/or service.

10. Ultrafast Fibre (UFB)

10.1 As well as agreeing to our Terms and Conditions you also agree that you will be bound by Ultra FastFibre Ltd (UFF) End User Terms. These relate to the provision, installation and use of the UFF network which is located on your property. You sign these at the time of connection, a copy can also be found at http://www.ultrafastfibre.co.nz/files/UFF_End_User_Terms_v2.pdf

11. VOIP specific (if applicable)

11.1 In the event that the Primo service fails to operate and the customer diverts traffic to another carrier, Primo will not be responsible for that carrier's charges.

11.2 Neither party shall be liable to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever provided however nothing shall exclude or limit liability for death or personal injury caused by negligence.

11.3 You hereby represent and warrant that you are not reliant on Primo to provide 111 or any other emergency services.

11.4 Any credit on your account not used within 365 days from the date of your credit being paid to your account shall expire and is not refundable.

11.5 Contracts, charges and set up costs will be discussed on connection.

12. Rural Broadband Initiative (RBI)

12.1 The host network used by PrimoWireless RBI services is provided by Vodafone, the "network provider".

12.2 You, the customer consent to the sharing of your information by PrimoWireless with the network provider for the purpose of complying with any fraud investigation co-operation or emergency response services.

12.3 You, the customer agree that the network provider does not provide, grant or confer any benefit, right or privilege to you as a customer of PrimoWireless.

12.4 That these terms exclude all liability of the network provider and its group and personnel arising from, or in connection with Primo RBI services.

12.5 The network provider may at any time deactivate any service numbers of a Primo RBI customer if;

- There has been fraud or illegal activity in their use of the RBI service.
- Any modem, SIM card or other equipment of the customer is causing interference with the network.
- The network provider believes or suspects the customer is jeopardising the operation and quality of the network or services it supplies to its own users.
- The network provider is required or instructed to do so by a governmental agency or governmental authority.

12.6 Enhanced plans

- are limited to 15 end users per Transmission site
- The network providers Fair Use Policy applies and if excessive or unreasonable usage continues after a request to stop or alter, the network provider, may without further notice, suspend, modify, or restrict that customer's use of the service or withdraw it completely.

12.7 Peak data usage is between 6am and midnight, and off peak is from midnight to 6am the following day.

12.8 Data usage;

- the network provider measures your usage in 10KB blocks, rounded upwards at the end of a data session or every 20 minutes, whichever comes first. For this reason your Primo Portal usage may differ slightly at time of billing.
- Outside of your data cap is charged at a per MB rate, so if you go over your data allowance by 20KB you'll be charged for the full MB.
- Any unused data within a monthly plan will not be carried forward to the following month.

12.9 The Primo modem contains a SIM card. You may not use this SIM card in any other device. It remains our property and you must return it to Primo on request.

13. Satellite (if applicable)

13.1 You agree that Primo is not liable for any loss of any nature caused by satellite failure.

14. Insurance

14.1 You're liable for any loss (fire, theft or damage) of the Primo equipment during the term of the contract and whilst it is in your possession. It's your responsibility to have insurance cover against potential liability under this clause if you elect to do so.

15. Consumer protection legislation

15.1 As a consumer, it is important that you understand that any rights you may have, or obligations we may have to you, under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 apply alongside these Terms, and are not impacted by anything in these Terms.

15.2 If you are using our Services for business purposes as defined in the Consumer Guarantees Act 1993 you acknowledge that the provisions of that Act do not apply to the Services we are providing to you under this agreement.

16. Liability

16.1 Your liability to us:

- you accept your liability to us for breach of contract or negligence, and
- you are not liable for any loss to the extent that it is caused by us (for example, through our breach of contract or negligence).

16.2 Our liability to you:

- We accept our liability to you for breach of contract or negligence, and, subject to clause 14, for our breach of consumer protection laws, such as the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- We are not liable for any loss that is caused by you (for example, through your breach of contract or negligence).

16.3 Primo, its supplier or resellers are not liable to you or any other person for any indirect, special, incidental or consequential damages including but not limited to, loss of business or anticipated business or anticipated profits or savings, revenue, goodwill, work stoppage, computer failure or malfunction, or any other commercial damages even if Primo shall have been informed of the possibility of such damages or for any claim by any other party. Phew!

16.4 You may become aware that you have suffered loss before we do. If you suffer any loss as a result of this agreement, you agree to take reasonable steps to avoid or minimise your loss and that we are not liable for any loss that results from your failure to take reasonable steps to do so.

17. Force Majeure

17.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing their obligations if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

18. Romalpa Clause

18.1 If you happen to buy some stuff off Primo outright rather than rent it, title to this kind of stuff shall remain with Primo and shall not pass to you until the full price has been paid to and received by Primo. Until title passes Primo will have the authority through its agents and employees to retake, sell and otherwise dispose or reuse any part of the stuff by entering your or the property where the stuff is installed or reasonably believed to be so installed for the purposes of removal of the stuff.

19. Fair Use Policy

19.1 It is important to PrimoWireless that all eligible PrimoWireless customers are able to access our services, and get the best possible experience. For this reason, and to ensure the provision of a quality service, a Fair Use Policy applies to some of our services where your usage can affect that of other customers. We have developed this Fair Use Policy by reference to average member profiles and estimated member use of our services.

19.2 We may issue a warning or suspend your services under this Fair Use Policy where in our reasonable opinion your use of our services is excessive and/or unreasonable by materially exceeding estimated usage patterns over any month. Where reasonable, PrimoWireless will provide you with 30 days notice before suspension, restriction or termination.

19.3 If, after we have requested that you stop or alter your use to come within our Fair Use Policy, your excessive or unreasonable use continues, we may after providing written notice, apply charges to your account for the excessive and/or unreasonable element of your use; suspend, modify or restrict your use of our services or withdraw your access to the services. If we terminate your services and you have agreed to a fixed contract term, you may have to pay the applicable early termination fee.

19.4 Bandwidth allocated to unlimited internet users is reviewed and increased as required, but at any time there is a fixed amount of bandwidth available. The aim of this clause of the Fair Use Policy is to ensure that the experience of the vast majority of unlimited internet users is not compromised by the extreme and unreasonable usage of a few. PrimoWireless reserves the right to modify (through speed and other variables) the behaviour of individual users that frequently use significantly more data than the majority of the unlimited users and/or use their internet service in a way that negatively affects the experience of other users. If an unlimited internet customer is found to be in the top 1% to 5% of users and their usage is negatively impacting the network, PrimoWireless may attempt to communicate with the user asking them to modify their usage, may suggest a more suitable solution for all parties involved, or may exercise its rights outlined in clause 19.2 above.

19.5 You acknowledge that PrimoWireless does not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the internet, and PrimoWireless shall not be held responsible in any way for any content or information accessed via the service. Furthermore, PrimoWireless disclaims all or any responsibility or liability for any material on the internet that you may find offensive, upsetting, defamatory, and personally offensive and in any way unsuitable for minors.

19.6 You are not permitted to operate servers from the service and you are not permitted to on-sell this service without written approval from us. You are not permitted to send spam or bulk mail using the service and we reserve the right to charge you a clean-up fee to rectify the result of such activity by you at a maximum charge of \$200 per article.

20. Disputes

20.1 Please talk to us first! Give us the opportunity to make it right.

20.2 If you still feel hard done by, another option is you can contact Telecommunication Dispute Resolution (TDR)

<http://www.tdr.org.nz/what-we-do/who-we-cover>