

Residential Broadband Service Terms

This Service Terms form part of your Agreement with NOW and should be read in conjunction with NOW's Residential Customer Terms and Conditions which can be found at <https://www.nownz.co.nz/terms-conditions/residential-terms-and-conditions/>. In the event of any inconsistency between these Service Terms and any other clause of the Agreement, these service terms take precedence.

1. Overview

This agreement applies whenever NOW provides services of any kind or does anything else for NOW residential customers. In this agreement, we have used "we" or "us" for NOW providing services for you, "you" for the customer and "service" or "services" to cover all goods and services of any kind we provide and anything else we do.

Local Fibre Company (LFC) is the entity which the New Zealand Government has contracted to provide regional delivery of their UltraFast Broadband initiative.

The following Terms apply to our customers who have a NOW Residential Broadband Service including services provided over NOW Fibre.

2. Service options

NOW Broadband Services provide internet access via various broadband access types allowing you to access the internet (Broadband Service).

2.1 Access Types

You may be able to order different access types of Residential Broadband Service from NOW:

These access types may include:

- ADSL (Asymmetrical Digital Subscriber Line)
- VDSL (Very-high-bit-rate Digital Subscriber Line)
- UFB (UltraFast Broadband) Fibre (see clause 17 for specific Fibre Broadband Service Terms)

You acknowledge and agree that you have selected plans appropriate to the specific End User type (either business or residential) as defined by the LFC or access provider.

2.2 Data usage options

The following broadband data usage options are available for these Broadband Services:

- Capped data plans- for this option data speeds are constrained as described in 3.6 when data usage exceeds the cap during the measurement period.
- Unlimited data plans. See 3.7

2.3 Other services options

- You may be able to order a Static IP Address that is manually assigned by NOW so that your equipment is assigned the same IP address each time you use the Broadband Service. Additional charges apply.

3. Service terms

1. Your broadband service does not come with a phone line unless you order one. There is an additional charge for phone lines.
2. For new ADSL and VDSL installations there is a standard connection fee. For new UFB Fibre installations there is no standard connection fee until January 2020. Connection fees can be found on our website at www.nownz.co.nz
3. If you do not have a suitable broadband router (modem) you can purchase one from NOW. To obtain the best broadband performance your router must be appropriate to your access type (i.e. ADSL, VDSL or Fibre).
4. If your agreement is subject to a contracted term, then cancelling your service before the end of your contracted term will result in early termination fees. Early termination fees may be calculated as per the Standard Residential Terms and Conditions.
5. You can change your broadband internet plan as specified in these Service Terms once a month by calling NOW support on 0800 438 669.
6. If you select or are on a plan with a data cap we will apply a handbrake which will cap your costs should you use all of your monthly data allowance.
 - a. When the handbrake is enabled and activated (i.e. you have used your data allowance) then the speed of your connection will be limited to 128Kbps until the next calendar month.
 - b. You can enable the handbrake at any time during the month if you have not exceeded your data allowance
 - c. You can disable the handbrake at any time during the month if you disable the handbrake you must pay for any additional data used at the standard overage rate.
 - d. For the purpose of data accounting 1 Gigabyte is equal to 1024 Megabytes and additional data will be charged per Megabyte.
7. If you select or are on a plan with unlimited usage, Fair and Reasonable Use applies. Fair and Reasonable Use is determined as usage that falls into “normal” incidence and use compared to NOW’s total Residential Broadband client base. Where use is significantly (2 standard deviations) higher than median usage, NOW reserves the right at its discretion to review the service and pricing being provided under your agreement.
8. If you select or are on a plan with rollover data:
 - a. Rollover Data is calculated at the end of each month, allowing you to carry over any unused data into subsequent months.
 - b. Rollover Data only applies if you have not used all of your existing allowance (including previously rolled data). Deficits are not carried over.
 - c. Provided your plan is unchanged, data can compound to a maximum of 1 Terabyte.
 - d. If you change your plan, your Rollover Data will be reset to 0 when the plan is changed – i.e. rollover data will not be carried over to your new plan.
9. NOW plan speeds are the theoretical maximum speeds at which your endpoints may be able to send data or receive data. Broadband Service plan speeds may be affected by a variety of factors, including, without limitation:
 - a. network congestion;
 - b. your geographical location;
 - c. your distance from the relevant exchange;
 - d. your router in combination with your access type (for example Fibre or 900/400 speeds require specific types of routers to enable optimum speeds);
 - e. the equipment and software used in connection with the Broadband Service;
 - f. general internet traffic; and
 - g. the quality, nature and capability of the underlining infrastructure.
10. Because NOW relies on other upstream providers to deliver data to or from NOW network, NOW are unable to guarantee that these speeds will be available to you at all times.
11. Other factors may influence the particular speeds or latency users can achieve to servers and websites nationally and internationally. NOW’s control of these speeds is limited to its own network. Connections to servers and websites outside the NOW network are on a “best effort” basis and it may not be possible for you to achieve desired or expected speeds or latency where you are connecting to Non-NOW equipment outside NOW’s control.
12. Billing – Residential Broadband Service charges exclude:

- i) one off non-standard installation charge (if any);
 - ii) one off \$14.95 modem postage fee (except where pickup has been selected);
13. It is your responsibility to contact your previous broadband service provider(s) to ensure that your previous services are cancelled and to avoid being billed for such services.
14. Service availability and / or network capacity is not guaranteed and is subject to availability at time of ordering.
15. This Service does not come with electronic mail (email) or Domain Name/Hosting related services.
16. Any public or private IP address allocated to you to use as a part of the Services will remain allocated to you until:
 - a. Broadband Services are terminated for any reason; or
 - b. NOW decides to change any IP address, which it may do at any time and in its sole discretion.
 - c. Upon termination of the Agreement or this Service Schedule, you may no longer use any IP addresses or address blocks that NOW provided for your use in connection with the Services.
17. If you select or are on a NOW Broadband Fibre Service provided on UFB (UltraFast Broadband) Fibre the following terms apply.
 - a. You consent to NOW sharing information about you with your Local Fibre Company, to the extent necessary for the provision of the NOW Fibre Broadband Service to you. No right or benefit is conferred on you by the LFC.
 - b. You agree at the time you accept Terms, that you will be bound by your Local Fibre Company's (LFC) End User Terms, which relate to the provision and use of that part of the LFC's network which is located on your premises. At any stage you can contact NOW to find out who your LFC is. Your LFC's current End User Terms can be found [here](#).
 - c. You consent to allow NOW and its contractors to access your premises in order to construct, install, inspect, maintain or replace any equipment installed at your premises for the provision of the NOW Fibre Broadband Service, or remove it from, your premises and you will ensure that NOW and its representatives have safe access to your premises for these purposes.
 - d. If you are not the owner of the premises, you must obtain the owner's consent for the Fibre Broadband Service to be installed. You agree that the installation of the Fibre Broadband Service at your premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request.
 - e. You are liable for all installation costs in relation to the NOW Fibre Broadband Services at your premises. Installation costs will be set out on your first NOW Fibre Broadband Services invoice.
 - f. You acknowledge that installation of NOW Fibre Broadband services at your premises may require trench excavation. Restoration by NOW or its contractors of such excavation will be limited to grass restoration only. You will be responsible for any further restoration and the costs associated with such further restoration. This means that the cost of restoration of any paved, concreted, cobbled areas etc. will need to be met by you.
 - g. You will be obliged to be present at your premises during the installation of your NOW Fibre Broadband services.
 - h. If you receive free installation of Fibre Broadband Services at your premise or subsequent premises and disconnect these services or in the first 12 months NOW may be charged an early termination fee by your LFC. In this case, you may be liable to pay in full, or part, this early termination fee, even if:
 - i. You can connect NOW Fibre Broadband Services at your new premises;
 - ii. You wish to connect to NOW Fibre Broadband Services at your new premises;
 - iii. Fibre Broadband Services are not available at the new premises.
 - i. The copper wiring to your premises may be removed upon completion of the installation of your NOW Fibre Services and may not be reinstalled. If the copper wiring is removed, you acknowledge that you understand that only Fibre Broadband and Fibre Voice services will be available at your premises.
 - j. You must not tamper with or remove any of the equipment or devices installed in relation to the NOW Fibre Broadband Services or you will be liable for all costs associated with repairing or replacing.
 - k. All phonelines provided on the NOW Fibre Broadband network require power to operate. If you need to make calls in case of emergency during a power outage, you should maintain a cellphone

- connection in addition to your NOW connection or obtain an UPS (Uninterrupted Power Supply).
- L. If you have a medical alarm, fire alarm or security alarm you should check with your service provider to ensure that the service is compatible. NOW is not liable for any costs related to incompatibilities caused by a change to NOW Fibre Broadband.

