

Lightwire Fibre to the Home (FttH) End User Terms and Conditions

These are our End User Terms and Conditions (End User Terms) for the Lightwire Fibre to the Home (FttH) service. These terms should be read in conjunction with Lightwire's Standard Customer Terms and Conditions which form part of your agreement with Lightwire. You, the Customer (Customer) will find these documents (which will be updated from time to time) on our website – www.lightwire.co.nz/terms-and-conditions (the "Website").

These FttH End User Terms and Conditions outline the additional obligations on both you (the Customer) and us (Lightwire, the fibre service provider) when installing, provisioning, and maintaining a Lightwire Fibre to the Home service to your Premises, and are in addition to Lightwire's Standard Customer Terms and Conditions.

Date Effective: 1 April 2024

Parties

LIGHTWIRE LIMITED (We/Us) a company having its place of business at Level 1, 103 London Street, Hamilton ("Lightwire").

The CUSTOMER (You/Your) refers to the End User obtaining a Fibre to the Home service to their Premise from Lightwire. ("Customer").

1. Definitions

1.1. In these End User Terms we use the terms:

- a) "Affiliates" to refer to the following affiliates of Lightwire:
 - i. directors, employees, agents, representatives and contractors; or
 - ii. owners and providers of Networks who allow Lightwire to operate its networks;
 - iii. other network operators who use the Network and allow Lightwire to use their networks, including their directors, employees, agents, representatives and contractors; and
 - iv. any other person who provides any service which is part of the Internet Services, including their directors, employees, agents, representatives and contractors;
- b) "Internet" to refer to the use of the World Wide Web and associated services;
- c) "Internet Services" to refer to Lightwire's Internet services;
- d) "Network" to refer to any of the networks operated by Lightwire or other carriers used to provide the Customer with various services from Lightwire;
- e) "Users" the Customer and/or any person permitted by the Customer to use or access the Internet Services; and
- f) "Working Day" means any day other than a Saturday, Sunday, or national public holiday in New Zealand unless otherwise specified.
- g) "Network Build" refers to any component of the Homeowners construction of fibre to the home. This includes trenching, drilling
- h) "Premise" refers to the dwelling that the FTTH Network Service is delivered to and surrounding inside boundary land area.
- i) "Truck roll" refers to any situation where a Lightwire contractor is required to physically visit the Premise to perform or assess a repair job.

2. Matters Agreed

- 2.1. These End User Terms form a legally binding agreement between Lightwire and the Customer and shall be deemed to have been accepted and agreed to by the Customer upon completion and submission of an application in writing or from the date of first using Lightwire network or network services.
- 2.2. These End User Terms are to be read as a whole in conjunction with Lightwire's Standard Customer Terms and Conditions.
- 2.3. Where the Customer has verbally completed an application by telephone, Lightwire will advise the Customer of the key End User Terms and refer the Customer to the availability of the full version of the Customer Terms on the Website. Lightwire will record this conversation, and the Customers' acceptance will have the same effect as if the Customer had signed an application form in writing.

3. Changing these End User Terms, Price Lists and Internet Services

- 3.1. Change in End User Terms: Lightwire reserves the right to amend these End User Terms at any time. If Lightwire amends these End User Terms, it will endeavour to provide a minimum of 10 Working

Days' notice and, wherever possible, at least one month notice of these changes. Lightwire reserves the right to change these End User Terms without notice if Lightwire is required by law to do so or where that change is necessary for security reasons, to prevent fraud or for technical reasons. Lightwire will notify the Customer of these changes by writing or emailing the Customer and will upload a copy of the amended End User Terms on the Website. It will be the Customers responsibility to visit the Website to obtain a copy of the amended End User Terms. Continued use of the Internet Services after these changes have been notified to the Customer will constitute acceptance of the amended terms by the Customer. These terms will then form part of the Customer Terms agreed between Lightwire and the Customer.

- 3.2. **Change in Internet Services:** Lightwire may alter its Internet Services from time to time. If Lightwire alters its Internet Services in a way that materially reduces the Internet Service offering currently received by the Customer, Lightwire will provide the Customer a minimum of 10 Working Days' notice, and wherever possible, one month's notice, of such alterations. Lightwire will tell the Customer about any such alterations by emailing or writing to the Customer and by publishing the change on the Website.

4. Lightwire's Obligations

4.1. Whenever Lightwire provides Internet Services for the Customer, Lightwire will:

- a) use its best efforts to provide the Customer with a consistently reliable and good quality Internet Service once the Customer is connected to the Network;
- b) use its best efforts to reinstate the Internet Services when the Customers connection is disrupted within a reasonable timeframe;
- c) supply the Internet Services through the Network to the Customer in a way that Lightwire believes is the most appropriate form for the Customers connection;
- d) choose the carriers and suppliers used to provide the Internet Services (which Lightwire may change at its sole discretion); and
- e) advise the Customer how to access the Network (this may change from time to time at Lightwire's sole discretion).

4.2. Lightwire does not represent, warrant or guarantee that the Internet Services will be:

- a) interruption or fault free, or that any faults or errors will be able to be corrected;
- b) available at any particular time or location;
- c) available, or available without change, for any minimum period of time;
- d) secure or private; and/or
- e) free of viruses or other harmful features.

5. Payment and Billing

5.1. Refer to Lightwire's standard Customer Terms and Conditions

6. The Customers Obligations

6.1. The Customer will:

- a) Consent to Lightwire installing our Fibre to the Home Network to your Premise.
 - b) If the Customer does not own the Premise or have the right to provide Consent to install, the Customer will obtain written Consent from the owner of the Premise to do so.
 - c) The Customer will be responsible for any losses suffered by either the Customer or Lightwire in the event that the Customer does not ensure consent is granted by the Premise Owner.
 - d) The Customer will assist Lightwire in obtaining consent from owners of any other Premises required to complete the Network build to your Premise (such as right of ways or adjacent properties).
 - e) The Customer will grant Lightwire and any of its agents or subcontractors the right to access the Premise and surrounding inside boundary area to install, locate, maintain, access, and operate its Network.
 - f) The Customer acknowledges that Lightwire owns all elements of the Network installed at the Premise
 - g) The Customer will not interfere with any part of the Network installed at the Premise
 - h) Ensure that all of the information given to Lightwire is correct and complete.
 - i) Notify Lightwire immediately of any change of the Customer's address, or land line or mobile phone number, or any other relevant contact details.
 - j) Comply with any legal requirements concerning the use of Lightwire's Internet Services.
 - k) Comply with any requirements of any other carrier in relation to the use of the Network.
 - l) Ensure that everyone is aware of the Customers obligations and responsibilities under these End User Terms.
 - m) Provide reasonable access to Lightwire employees, its agents, its contractors or its representatives or its sub-contractors including any other carrier to undertake any and all work required for the commencement, operation, continuance and maintenance of Lightwire's Services and the Network. Lightwire will undertake this work by appointment and during reasonable working hours. In the event that Lightwire requires access at a time outside of reasonable hours then the Customer will be notified but access must be provided to Lightwire.
 - n) Provide Lightwire with the Internet Service login and email information to enable Lightwire to rectify any faults with either the Network or the Customer's connections.
 - o) Follow the instructions and directions Lightwire provide about using the Internet Services and only use them for lawful purposes.
 - p) Ensure that anyone using the Customer's connection will not view/download objectionable content in contravention to applicable laws.
 - q) Comply with all applicable laws, regulations, standards and codes when using our Services, including, but not limited to, the Privacy Act 2020, Fair Trading Act 1986, Copyright Act 1994, Defamation Act 1992 and the Crimes Act 1961, and not infringe a third party's rights.
 - r) Make sure everyone who uses the Internet Services that Lightwire provide to the Customer, or does anything in relation to them, is also aware of, and meets, these responsibilities. The Customer is responsible and liable for any use by any other person (authorised or unauthorised) of the Internet Services Lightwire provide the Customer, including any charges associated with that use and any consequences if such person misuses the Internet Services or breaches these End User Terms.
- 7. Network Build Damages/Repair**
- 7.1. Costs of damages and reinstatement of our Network by anyone other than a Lightwire employee, agent, or subcontractor on the Premise or inside boundary area will be charged directly to the Customer.
 - 7.2. No elements of our Network are to be interfered with, altered, or removed. This concerns elements both inside and outside the dwelling and within the inside boundary area. If this does occur a charge will be in place for repair work. This includes, but not limited to, the:
 - 7.2.a.1. ONT and it's power supply
 - 7.2.a.2. ETP (External Termination Point)
 - 7.2.a.3. Ducting
 - 7.2.a.4. Fibre
 - 7.2.a.5. Fibre connections
 - 7.2.a.6. Time and materials
 - 7.3. The Customer must contact Lightwire for any alterations to the Network build at any part. There may be a cost for this depending on the work.
 - 7.4. Damage to the network will incur cost of the repair by the Homeowner and/or Customer. These charges can be found online at [Terms And Conditions | Lightwire Rural](#).

8. Plan Changes

- 8.1. A Customer down-grading from a plan that includes bundled services to a plan that does not include bundled services (such as Whole Home Wi-Fi or a Fixed Landline service) may be required to accept the standard charges for these services commencing on the date of the plan change. The additional charges will be made clear when the Customer requests a plan down-grade.