Uber Group Business Broadband Internet Service Terms & Conditions

1. DEFINITIONS

In this agreement the following words and phrases shall have the following meanings unless the context clearly indicates otherwise:

1.1 Antenna System:

All antennas, cabling and associated electronic equipment needed to receive and distribute the Uber Group Signal within the CBP.

1.2 Router:

The electronic device authorised by Uber Group and associated leads and equipment in the CBP which receives and interprets data over Uber Group's Network.

1.3 Uber Group:

Uber Group Limited, its successors and assigns.

1.4 Uber Group Equipment:

All and any equipment provided by Uber Group (whether directly or indirectly) and installed at the CBP including the Router and the Antenna System.

1.5 Uber Group Signal:

The scrambled/encoded transmissions of internet data and other services broadcast or transmitted by Uber Group by whatever means for use to persons in New Zealand who use a Router, or any part of those transmissions.

1.6 Subscriber:

The Subscriber whose name appears on the face of this agreement.

1.7 Selected Service:

Any information received from the internet or non-local network by the subscriber's computer system, achieved by receiving and interpreting the Uber Group Signal for the Uber Group subscription Internet Services chosen by the Subscriber (as recorded on the face of this agreement or otherwise agreed with Uber Group from time to time) which is achieved by using the Uber Group Equipment at the CBP in conjunction with a standard operational Computer system, but excluding additional products and services as referred to in clause 5.

1.8 Commercial Business Premises (CBP):

The commercial place of business where the subscriber's business operates from or such place as Uber Group has consented to the Uber Group Equipment being relocated to pursuant to clause 9.1(a).

1.9 Screen Message:

Any message that appears on the subscriber's PC or related equipment that carries the Uber Group name or logo, notifying a user of any outage or reason for service unavailability.

2. INFORMATION

The Subscriber hereby authorises Uber Group to collect information about the Subscriber and/or the Subscriber's business (including information about the products and services the Subscriber and/or the Subscriber's business use) from time to time from the Subscriber and from other sources and by other means. The Subscriber authorises Uber Group to use and/or disclose to third parties such information for the purposes of communicating with the Subscriber and the Subscriber's business in relation to this agreement, marketing and promoting the products and services of Uber Group and/or third parties to the Subscriber and the Subscriber's business, market research, generating and providing statistical analysis and performance information, credit control and debt collection (which includes logging overdue debts and/or liquidated damages owed to Uber Group with credit reference agencies). The Subscriber acknowledges and agrees that such information may be held by Uber Group both before and after termination or cancellation of this agreement but only for so long as Uber Group is legally entitled to use the information for the above purposes.

3. INSTALLATION

3.1 Uber Group shall as soon as reasonably practicable arrange for a servant or contractor to supply, deliver and install the Uber Group Equipment at the CBP. The Subscriber shall pay a joining/installation fee to Uber Group or its contractor, as determined by Uber Group and/or the contractor.

3.2 The Subscriber shall, at its own expense, secure and maintain all necessary approvals and consents (including any landlord, property owner or body corporate consents/approvals) for the installation of the Uber Group Equipment at or on the CBP, for any alterations to the CBP needed to install such equipment and for Uber Group's right of access pursuant to clause 11.2. Uber Group shall have no responsibility whatsoever in relation to any such approval or consent.

3.3 An additional travel fee may apply to subscribers whose premised are located more than 15km from the Whangarei CBD and the subscriber will be advised of this before installation is booked

3.4 Any installation fees listed or provided either verbally or in writing is subject to the installation meeting the criteria listed for a standard installation. Non-standard installations may attract additional charges. The criteria and charge-out rates will be listed on our website www.uber.nz and are subject to change without notice.

4. DURATION

Subject to earlier termination pursuant to clause 14, you can cancel your service at any time and you only need pay for your current billing month, provided that your connection is not a new fibre installation which has a 12 month minimum term.

5. ADDITIONAL PRODUCTS/SERVICES

Uber Group and/or third parties may from time to time offer to the Subscriber, via the Uber Group Equipment, additional products or services for which the Subscriber may be charged additional fees either by Uber Group or by a third party. If the Subscriber or any member of the Subscriber's business accepts any such offer, then the Subscriber shall abide by any additional terms that are applicable and pay the additional fees to Uber Group, or to the applicable third party, for the products or services that have been accepted, as required.

6. FEES, TAXES AND CHARGES

The Subscriber shall pay to Uber Group:

(a) or the installation contractor, the joining/installation/travel fees payable upon first installation of the Uber Group Equipment at the CBP. Those fees are non-refundable;

(b) monthly in advance, on the due date for payment set out in Uber Group's tax invoice, the monthly fees for the Selected Service, which fees may from time to time be varied by Uber Group in its discretion on 30 days' written notice to the Subscriber;

(c) on demand, GST and any other applicable taxes, levies or duties which may be payable on payments under this agreement;

(d) on demand, a reconnection fee if the Uber Group Equipment is relocated to an alternate CBP pursuant to clause 9.1(a) or if the Subscriber requests Uber Group to reinstate any Uber Group services after Uber Group has disabled the Router due to non-payment or late payment of any moneys due to Uber Group by the Subscriber;

(e) on demand, a fee for each dishonoured direct debit;

(f) or the applicable third party, if the Subscriber (or any person in the Subscriber's business) accepts any offer for any other additional products or services as referred to in clause 5, Uber Group' or the third party's additional fees as and when notified to the Subscriber from time to time;

(g) on demand, any liquidated damages payable under clause 15 and a collection fee where Uber Group repossesses the Uber Group Equipment pursuant to clause 15(b)(ii); and

(h) on demand, costs incurred for the collection of any overdue debts.

(f) as required, the cost of any replacement power pack or power supply.

7. FAILURE TO BROADCAST UBER GROUP SIGNAL

If for any reason other than that of failed equipment at the customer's premise, the Uber Group Signal of the Selected Service is not broadcast for a continuous period of greater than 24 hours AND the subscriber's account is not in arrears by any amount at the time of the outage, Uber Group undertakes upon request by the Subscriber to credit the Subscriber with that portion of the monthly Selected Service fee or the relevant part thereof covering the period during which the Uber Group Signal of the Selected Service was not broadcast. The placement of screen messages does not amount to a failure to broadcast

and the Subscriber shall remain liable to pay the fee for the Selected Service during the period of any screen messaging.

8. RIGHT TO SUSPEND, CANCEL OR ALTER SERVICE

8.1 Uber Group shall be entitled at any time without prior notice or any liability to the Subscriber:

(a) to cancel or suspend the whole or any part of the Selected Service and/or to substitute in place of the Selected Service or any part thereof alternative products or services;

(b) to alter the packages of subscription internet and phone services offered by Uber Group (in which case the Subscriber must select one of the new packages); and/or

(c) to alter the mechanism by which Uber Group transmits or broadcasts the Uber Group Signal and/or the format of that signal,

(d) to require the subscriber to move up to the next highest plan, when the subscriber has gone more than 10% over their selected plan's data cap (as per the schedule attached to the face of this agreement) data cap for two consecutive months.

8.2 Fair Use Policy: you must be fair about your use of our broadband services and not use them in a way that is unreasonable or excessive. This policy is intended to ensure that all our customers are able to enjoy high quality services and our judgments around what is unreasonable or excessive are based on how the majority of our customers use their services. We will act in good faith and we will be reasonable, but if we consider your use of our services is unreasonable or excessive, then we may need to restrict or stop providing them. We may at our discretion shape specific traffic to ensure the best possible experience for our wider customer base.

9. BAILMENT OF UBER GROUP EQUIPMENT

9.1 Ownership of the Uber Group Equipment will at all times remain with Uber Group and the Subscriber must not:

(a) Remove the Uber Group Equipment from the CBP without the prior written consent of Uber Group.

(b) Remove or relocate the Uber Group Equipment to another part of the CBP or another building. The Subscriber acknowledges that such an action will potentially jeopardise their own service; that the Uber Group Equipment may be damaged or become vulnerable to later damage; and that other customers' service may be impacted by any changes made to the Uber connection by someone other than an authorised Uber Group installer. If the Uber Group Equipment is moved or changed in any way the Subscriber will be liable for a charge to reinstate the connection.

(c) Sell, lease, dispose of, lend or otherwise part with possession of, or modify in any way, the Uber Group Equipment.

(d) Use the Uber Group Equipment for any purpose other than using the Selected Service, or using any other products or services selected in accordance with clause 5, in the CBP in accordance with the terms of this agreement.

(e) Deface, obliterate or remove any label or mark which identifies the ownership of the Uber Group Equipment.

(f) Use any other power supply than that expressly approved or supplied by Uber Group.

(g) Do any other act which may adversely affect or prejudice the ownership of the Uber Group Equipment by Uber Group.

9.2 The Subscriber must immediately return the Uber Group Equipment to Uber Group or an authorised Uber Group agent on termination or cancellation of this agreement.

9.3 The Subscriber shall be liable for any loss (including by fire) or theft of, or damage however caused to, the Uber Group Equipment during the currency of this agreement. It is the Subscriber's responsibility to effect insurance cover, if the Subscriber elects to do so, against potential liability under this clause.

9.4 Clauses 6, 9, 10, 11, 12, 13 and 15 of this agreement shall apply in relation to and in connection with the use of any additional Antennas, Routers or other Uber Group Equipment provided to the Subscriber by Uber Group so as to enable the Selected Service, or any other Uber Group services, to be used on more than computer system belonging to the subscriber.

10. DISABLING ROUTER

Uber Group is entitled to disable the Router without notice to the Subscriber in the event of non-payment or late payment of any moneys due to Uber Group by the Subscriber.

11. UBER GROUP EQUIPMENT/SUBSCRIBER RESPONSIBILITIES

11.1 The Subscriber must not use the Uber Group Signal or related equipment under any circumstances for any purpose whatsoever other than for the Subscriber's business use at the CBP. Uber Group reserves the right to disconnect forthwith any Subscriber who it reasonably believes is using the service in an unauthorised manner. If any attempt is made by or with the agreement of the Subscriber to receive the Uber Group signal via any other manner, with the intent to gain access to or use the service outside of the agreed parameters as defined in the accompanying form, Uber Group will take immediate action against the Subscriber or the person concerned.

11.2 Uber Group has the right at any time during the currency of this agreement to enter the CBP, or any other location owned or leased by the Subscriber, in order to maintain, replace or repossess the Uber Group Equipment or where Uber Group has reasonable grounds to believe that the Subscriber is not complying with the Subscriber's obligations under this agreement.

11.3 Uber Group may at any time in its absolute discretion require that the Subscriber exchange any Uber Group Equipment for any new equipment provided or specified by Uber Group.

12. MAINTENANCE

Subject to clause 9.3, where Uber Group provides the Router to the Subscriber pursuant to this agreement Uber Group will maintain the Router and associated equipment in good working order. The terms maintenance refers to the following:

- Realignment due to bad weather;
- Replacing damaged mounts or stays;
- Replacing a faulty router board or faulty wireless card.

Maintenance does not include replacing failed equipment due to neglect, movement or obstruction by the Subscriber, power surges or spikes of any kind or acts of god; unless a separate agreement exists to the contrary.

13. LIABILITY

Save as set out in clause 7, the liability of Uber Group to the Subscriber in connection with or arising from the supply of the Selected Service, or any other product or service, pursuant to this agreement shall be strictly limited to and shall not exceed that determined by reference to the provisions of the Consumer Guarantees Act 1993.

14. TERMINATION

Uber Group may terminate this agreement without written notice to the Subscriber in the event of any failure on the part of the Subscriber to pay any moneys payable to Uber Group in terms of this agreement on the due date, or in the event of any other breach of this agreement by the Subscriber, but such termination will be without prejudice to Uber Group' other rights and remedies whether such rights and remedies arise under this agreement or at law.

15. EVENTS AFTER TERMINATION OR CANCELLATION

Upon termination or cancellation of this agreement:

(a) Uber Group will be entitled to forthwith disable the Router from receiving/interpreting the Uber Group Signal;

(b) where the Subscriber fails to return the Uber Group Equipment in accordance with clause 9.2 Uber Group may, at its option: (i) require the Subscriber to pay to Uber Group on demand, as liquidated damages for the breach of clause 9.2, an amount equal to the cost of replacing the Router, as determined by Uber Group; or (ii) at any time enter the CBP and repossess the Uber Group Equipment;

(c) if that termination/cancellation is before the expiration of the minimum term referred to in clause 4, then the Subscriber must pay to Uber Group on demand, as liquidated damages for early termination, the appropriate fee calculated using Uber Group's latest early termination policy document;

(d) the Subscriber must immediately pay to Uber Group all moneys due to Uber Group including any liquidated damages payable under this clause 15; and

(e) clauses 2, 6, 9, 10, 11, 13 and 15 of this agreement shall survive for the benefit of Uber Group notwithstanding any rule of law to the contrary.

16. FORCE MAJEURE

If Uber Group is prevented from carrying out any obligation imposed upon it in terms of this agreement by reason of any act of God, inclement weather, act of State, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo, unexpected failure of equipment, systems or facilities, or any other circumstance beyond Uber Group' reasonable control, Uber Group must endeavour to advise the Subscriber of the existence of the circumstances and the expected duration thereof. The performance of this agreement will, to the extent that it is made impossible by such circumstances, be suspended until such circumstances cease to prevail.

17. NOTICE

17.1. Uber Group will communicate with you primarily via email. Notices to you will be sent to the email address specified by you during sign up for service or as subsequently specified by you as your contact email address. We may also obtain personal information from your use of our services.

17.2. If your contact email address changes you must advise us of the new details as soon as possible.

17.3 You agree that sending a message to your contact email address is the agreed means of providing notification. Notifications include information about the service, billing, changes to services and other information. You are required to read any email sent to your contact email address in a timely manner to avoid any potential disruption to your service.

18. GENERAL

18.1 Uber Group may at any time assign this agreement to any person, company or business entity. The Subscriber may not assign or otherwise transfer the Subscriber's rights hereunder.

18.2 If any clause or term of this agreement shall be invalid, unenforceable or illegal, then the remaining terms of this agreement will be deemed to be severable from the offending terms and will continue in full force and effect unless such invalidity, enforceability or illegality is fundamental to this agreement.

18.3 The failure by either party at any time or times to require performance by the other party of any term of this agreement will not affect the right to enforce the same. The waiver by either party of any breach of any one or more terms contained in this agreement will not be construed to be a waiver of any succeeding breach of such term or any other term.

18.4 Uber Group shall have the right to alter this agreement at any time by notice to the Subscriber or by putting a notice in major daily newspapers and/or on Uber Group's website.