



At Sinch, we try to keep things simple, but there are some things we need to cover off.

1. General

1.1 These terms and conditions of trade apply to all our Sale of Goods or Services Contracts. Any order placed with Total Business Services Ltd trading as Sinch ("Sinch") constitutes your agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with Sinch (including an order) are hereby objected to and will not bind Sinch unless Sinch agree in writing. No sales person, representative or agent is authorised by Sinch to give any guarantee, warranty or representation in addition to, or contrary to these terms. In any event, receipt of goods or services by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms. The various provisions of this agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the remaining provisions of this agreement.

1.2 We may change these terms at any time by giving you thirty days' notice. We will inform you of any change by emailing you or by providing relevant information on our website

2. Consumer Guarantees Act

2.1 If the service is provided for home/residential use only then the Consumer Guarantees Act 1993 applies. Nothing in these terms and conditions will limit or exclude your rights under the Act. If the service is used for any kind of business use then you agree that the Consumer Guarantees Act does not apply.

3. Provision of Service

3.1 We are not obliged to provide services unless we accept your application.

3.2 All service requests will be subject to qualification checks during the provisioning service. If we cannot provide the service you request because of location or other limitation then we will offer the next best service that is available (if any). If your requested service is not available, you can cancel the contract without penalty.

3.3 We will use all reasonable efforts to ensure a reliable service to you however some things are out of our control such as networks and equipment owned by Enable, Chorus and others. If our service is affected as a result of another company that we are dependent on, please be assured that we will endeavour to obtain resolution as soon as possible.

3.4 Our contract terms provide discounted or free products and as such early termination of a contract will result in an early termination fee unless the following clause applies.

3.5 We may alter our services from time to time, usually this will result in a better service to our customers but in the case of a reduced or ceased service then the customer may terminate the agreement.



4. Privacy

4.1 You authorise us to collect, retain, and use personal information about the Customer for the following purposes only:

- (a) assessing the Customer's creditworthiness.
- (b) disclosing to a third party details of this application and any subsequent dealings it may have with Sinch for the purpose of recovering amounts payable by the Customer and providing credit references.
- (c) marketing goods and services provided by Sinch or related companies to the Customer.

4.2 The Customer, if an individual, has a right of access to information about the Customer held by Sinch. The Customer may request correction of that information and may require that the request be stored with that information. Sinch may charge reasonable costs for providing access to that information.

4.3 We will take all reasonable steps to protect the privacy of your data however you agree that personal information that we have obtained from you can be shared with other networks, for the purpose of monitoring and investigating fraud and other offences. We may also share your information with public sector agencies in order for them to investigate an offence.

4.4 We may share your information with other parties involved in the provision of your service (for example Chorus, Enable)

4.5 As our services are provided over the public network infrastructure, we cannot guarantee privacy of any service across these networks.

4.6 Calls to 0800 LOADFAST may be recorded for quality or verification purposes.

5. Using our services

5.1 You must not use our services (or permit our services to be used) in a way that: breaks any laws or infringes anyone's rights or in a way which is malicious, obscene or offensive, or damages the Sinch or other operator's network.

5.2 You agree to provide us with accurate and correct information so we can provide you with the necessary services or contact you if required from time to time. If any information you have supplied to us changes, you must provide us with updated information as soon as possible.

5.3 We can suspend or restrict the services we provide you at anytime if:

- (a) you resell any of our services without our express permission;
- (b) you do not use the service sensibly and within our reasonable use guidelines set out below;
- (c) We believe that you have breached any of our terms and conditions;
- (d) you do not pay your bill by the due date.

5.4 You must keep secure any password or PIN number which is used by you to access our services and ensure that it is not disclosed to any unauthorised person. You must also change your password or PIN number if we ask you to do so.



5.5 If you use a Sinch Voice over IP (VoIP) voice plan then you acknowledge that the phone will not work in the event of a power failure and that alternative means of contacting the emergency services or others during times of power failure must be available (eg mobile phone).

5.6 Any static IP addresses provided for use by the Customer under this Agreement remain the property of Sinch and cannot be transferred.

5.7 Plan speeds refer to the maximum speed - actual speed depends on a variety of factors.

6. Reasonable use guidelines

6.1 If you use the service in a way that is inconsistent with the normal use for your service or plan we may:

- (a) monitor and investigate your usage; and
- (b) suspend and/or withdraw the Service; or
- (c) charge a higher rate

7. Charges and Payment

7.1 All our services are offered on a prepay basis. We will invoice you monthly for services we provide. Fixed charges are payable in advance. Usage-based charges (such as excess Internet data) are payable in arrears.

7.2 You must pay our charges for the services we provide to you, regardless of whether you or someone else uses those services.

7.3 Any data limit that remains unused at the end of any given month may not be carried over to later months or have any monetary value or credit ascribed to them.

7.4 You must pay each invoice by the due date advised on the invoice. You may not withhold money you believe you do not owe us nor offset sums that we owe you.

7.5 If you wish to raise a billing dispute you must notify us in email within 30 days of your account being debited or you will be deemed to have waived your right to a refund.

7.6 If you do not pay an invoice by the due date, we may suspend or restrict services until all due payments are made. We may charge a late penalty fee of \$20 or may terminate the services.

7.7 Network charges will still apply during the period of any suspension.

7.8 If you breach any term of this agreement and we incur costs as a result, you must pay those costs on demand.

7.9 Any expenses, disbursements and legal costs incurred by us in the enforcement of any rights contained in this Agreement shall be paid by the Customer, including any reasonable legal fees or debt collection agency fees.

7.10 Any requests for refunds will be reviewed by our management team and issued at our discretion.



8. Fibre Services

8.1 This section applies if we provide Internet access over Fibre (UFB) to you.

8.2 You consent to Sinch sharing information about you with the relevant fibre provider for your area to the extent necessary for the provision of the Sinch Fibre Services to you.

8.3 In accepting the Sinch Fibre Services, you agree to be bound by the Terms as set out on your local fibre providers website (eg www.enable.net.nz , www.chorus.co.nz)

8.4 You hereby consent to allow Sinch 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 Sinch Fibre Service and you 8.5 will ensure that Sinch and its contractors have safe access to your premises for these purposes.

8.6 You warrant that you own the premises where the Sinch Fibre Services will be installed and will be liable for any loss suffered by Sinch if you do not own such premises. If you are not the owner of the premises, you must obtain the owner's consent for the Sinch Fibre Service to be installed. You agree that the installation of the Sinch Fibre 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.

8.7 You are liable for all installation costs in relation to the Sinch UFB Services at your premises. Installation costs will be set out on your first Sinch Fibre Services invoice. If Fibre Services have already been installed at your premises, you may be liable for set up charges for connection of Sinch Fibre Services to premises.

8.8 Installation of Sinch Fibre Services at your premises may require trench excavation. Restoration by Sinch 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.

8.9 You must be present at your premises during the installation of your Sinch Fibre Service. Installation will take place during the week ie Monday – Friday only.

8.10 The Sinch Fibre Service is only available in locations which are sites supported by fibre services and where Sinch have the required Handover connections in place. You acknowledge that you may not be able to receive the Sinch UFB Services at your location.

8.11 If you rely on a Medic Alert or other similar monitored device, or a monitored alarm system and your provider for these services cannot guarantee their compatibility with a fibre-based service, you should not sign up for a Sinch Fibre Service. Sinch will not be liable to you in relation to the foregoing.

8.12 If you are with another service provider and you wish to have your phone number ported to Sinch Fibre Services you must not cancel the services your existing service provider prior to your



connection to Sinch Fibre Services. If you do this, Sinch cannot guarantee that your number will be available on the Sinch Fibre Service.

8.13 Once your Sinch Fibre Services are connected, it is your responsibility to contract your previous service provider(s) to ensure that your previous services are cancelled and to avoid being billed for such services.

8.14 The copper wiring to your premises may be removed upon completion of the installation of your Sinch Fibre Services and cannot be reinstalled.

8.15 If the copper wiring is removed ONLY fibre services will be available at your premises.

8.16 You agree that you will not damage or tamper with any Sinch and/or Enable devices provided at your premises for the delivery of the Sinch Fibre Services and you will follow Sinch's instructions in relation to all such devices.

8.17 All equipment provided by Enable in order to use the Sinch Fibre Service will remain the property of Enable

9. Liability

9.1 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 (and nor are any of our officers, employees, contractors or agents liable to you):

- (a) if any communication is intercepted, not properly transmitted or received;
- (b) for any disruptions or delays with the use of our services;
- (c) for any delay in commencing the provision of services
- (d) for any incompatibility with other services
- (e) if any software or equipment we supply does not operate properly;
- (f) if your computer becomes affected by any virus or worm

9.2 We are not liable to you for any fault in, delay or non-provision of services which is caused by an event beyond our reasonable control.

9.3 If you use another service provider during any period when our service is not fully operational, we are not liable to pay any amount you are charged by that service provider.

9.4 You acknowledge that no third party whose network or services we use to supply services to you (nor any officer, employee, contractor or agent of such third party) is in any way liable to you in connection with our services.

9.5 If we are held to be liable to you for any reason, then our liability to you is limited to an amount equal to our average charges to you for one month in respect of any single event or related series of events and to a maximum amount equal to our average charges to you for a three month period in any one year.



10. Warranties

10.1 No representation, condition, warranty or promise expressed or implied by law or otherwise applies to services except where expressly stated in this agreement.

10.2 Sinch will pass on to the customer the benefit of any warranty given by its suppliers or a third party such as the manufacturer where the goods are manufactured or supplied by a third party other than Sinch.

11. Force Majeure

11.1 Neither party is liable to the other for failing to meet their obligations under this agreement except as specified in the next clause to the extent that the failure was caused by an Act of God or other circumstance beyond its reasonable control. However, where a party has been unable to perform its obligations for a period of sixty days or more, the other party may give notice in writing to the first party.

11.2 Nothing in the above clause shall excuse the Customer from any obligation to make payments of sums owing to Sinch while those sums are due and owing to Sinch under this agreement.

12. Other Matters

12.1. 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.

12.2. 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.

12.3. 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.