



## Broadband & Internet New Zealand Ltd BAINZ Fibre 300 - Service Terms

Here are the Service Terms for the BAINZ Fibre 300 plan. By using this service, you agree to these terms and any updates. Our General Terms for all services also apply.

<b>Plan Name</b>	<b>BAINZ Fibre 300</b>		
<b>Plan Type</b>	Open Term		
<b>Access Type</b>	Fibre only		
<b>Data Throughput Speeds<sup>1</sup></b>	Download Speed at 300 Mbps Upload Speed at 100 Mbps		
<b>Service Description</b>	The BAINZ Fibre services are available over the fibre access network to provide ultrafast broadband services in the Availability Areas.		
<b>Service Address Type</b>	Available at residential addresses only.		
<b>Availability Areas</b>	Our services are available in the Chorus fibre coverage areas and will expand to include other Local Fibre Company (LFC) areas in due course.		
<b>Address Checker</b>	To check if your address is serviced by our services use our Address Checker on our website <a href="https://www.bainz.co.nz">https://www.bainz.co.nz</a>		
<b>Standard Term</b>	1 month		
<b>Price Adjustments</b>	Our Prices are subject to annual price increase based on the Consumer Price Index (CPI) as defined by NZ-Stats. All price increases are notified in accordance with our General Terms.		
<b>Service Charges</b>	Our services are subject to the following charges:		
	<b>Plan Name</b>	<b>Recurring Charges</b>	<b>Connection Charge</b>
	<b>BAINZ Fibre 300</b>	\$80.00 /monthly	\$7.00

<sup>1</sup> The throughput speeds are based on expected average speeds for this service under optimal connectivity, however, the actual throughput speeds may vary based on your Wi-Fi connection, internet traffic loads &/or internet content provider limitations.



<b>Recurring Charges</b>	This charge is applied on a Billing Cycle and occurs each month according to you monthly bill due date for your service.
<b>Connection Charges</b>	A one-time connection charge that covers the cost of setting up & terminating your service. This fee applies when your connection is first established or reconnected (after your previous service was terminated).
<b>Charge Start Date</b>	For this open plan service, the charge for the service is applied upon service activation and will then occur on a monthly recurring basis.
<b>Special Offers</b>	Occasionally, we may provide special offers on our Recurring Charges, Connection Charges, and/or Wi-Fi router costs. These promotions are available for a limited time and are intended for promotional purposes.
<b>Notice of Service Termination</b>	To terminate your service, you must provide us with at least (minimum) of 3 days' advance notice before your Recurring Charges are due for renewal. This allows us sufficient time to terminate your service before the next Billing Period is due to restart.
<b>Refund on Termination</b>	We cannot provide a refund if the Notice of Service Termination occurs after the monthly Billing Period has started, unless we have given written or email confirmation. Any refund will be prorated based on the actual service termination date agreed by our fibre access service provider.
<b>Suspension of Service</b>	If a payment is overdue by 5 days, your service will be suspended (blocked). No Connection Charges will apply if the service is resumed from being suspended.
<b>Billing Period</b>	Our billing cycle runs on a rolling monthly basis and typically starts on the same day of the month from when your service was activated. This period can be adjusted based on customer preferences or if the renewal date falls on a non-existent date in the following month (e.g., if your service was activated on August 31st) - in such cases, the renewal date will be adjusted to the end of the month or to the 28th day of the month.
<b>Termination of Service due to Unpaid Charges</b>	Following the Suspension of Service, if your recurring payment is overdue by another 2 days. your service will be Terminated. To reconnect after Termination, a new service will need to be setup and standard Service Charges will apply to reconnect your service.



<b>Standard Service Restoration Service Levels Agreement (Restoration SLA)</b>	We operate our services in alignment with the Consumer Restoration Service Level Agreement we have with our fibre access providers. In the event of a service outage, we aim to have the service restored by the end of the day following the day on which the service outage is reported to us.								
<b>Pilot Services</b>	Our services are being offered as a pilot service from 15 November 2024 to 31 January 2025. During this pilot service period we aim to restore our services in alignment with our Restoration SLA. If we fail to meet this restoration window, customers have the right to receive a refund on their services that they did not use and can move their services to an alternative Service Provider with no early termination conditions being applied.								
<b>Data Plan Conditions</b>	Although we do not block user’s ability to download internet content whilst they are paid customers, we do operate a fair usage policy based on our Data Allowance limits. This means that if you are excessively overusing our services, we will throttle your services at certain times of the day.								
<b>Data Allowance</b>	<p>Our services are designed to provide you with the best value, ensuring all our customers can enjoy quality and affordable fibre broadband services. This is only possible if our services are based on a fair usage policy based on reasonable download limit. This download data allowance for this service is set as:</p> <table border="1" data-bbox="528 1249 1390 1473"> <thead> <tr> <th data-bbox="528 1249 780 1323">Plan Name</th> <th data-bbox="780 1249 1027 1323">Data Allowance</th> <th data-bbox="1027 1249 1390 1323">Action if exceeded</th> </tr> </thead> <tbody> <tr> <td data-bbox="528 1323 780 1473"><b>BAINZ Fibre 300</b></td> <td data-bbox="780 1323 1027 1473">500 GB/month Download only</td> <td data-bbox="1027 1323 1390 1473">Throttle throughput speeds by at least 50% during Busy Hours.</td> </tr> </tbody> </table>			Plan Name	Data Allowance	Action if exceeded	<b>BAINZ Fibre 300</b>	500 GB/month Download only	Throttle throughput speeds by at least 50% during Busy Hours.
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<b>BAINZ Fibre 300</b>	500 GB/month Download only	Throttle throughput speeds by at least 50% during Busy Hours.							
<b>Excessive the Data Usage</b>	If you exceed the Data Allowance, we will apply throttling to your services speeds during busy hours to maintain quality and affordable services for all customers. If you continue to significantly exceed the Data Allowance or your usage negatively impacts our network or service performance, we will notify you. Continued excessive usage may result in the disconnection and termination of your services.								
<b>Unreasonable Service Usage</b>	If we determine that you are excessively overloading our network, that may cause significant cost impacts, affecting service performance, or other users during any time (busy or other hours), we may throttle or terminate your service to protect the performance and integrity of our network. Any throttling may								



	occur during peak-hours or other times of the day based on daily or hourly usage rules.
<b>Internet Protocol (IP) Address Assignment</b>	Each user will be assigned with a private IPv4 Address for their connection on our network. By default, this private IP Address is dynamically assigned by our network to your home router or devices. This IP address will be dynamic and may change throughout the use of our service.
<b>Public IP Addresses</b>	During the pilot phase of our service offering, we do not provide static public IP addresses. In the future, we will offer public IP addresses, including both IPv4 and IPv6 options.
<b>Wi-Fi Routers</b>	We can provide those customers that need a Wi-Fi router the option to purchase one from us, or you can bring your own Wi-Fi Router that can be connected to our fibre services provided it is compatible with our services.
<b>Wi-Fi Router Cost<sup>2</sup></b>	If you choose to purchase a Wi-Fi router from us, we offer them at an affordable cost, ensuring the best value and quality. These devices are sourced from our distribution partner (PB Technologies). If the advertised Wi-Fi router is out of stock from our partners, we may provide an equivalent router at the same or better price point.
<b>Customer Services</b>	Our Customer Services are available from Monday to Friday from 9AM to 6PM. You can contact our customer support services by email on <a href="mailto:support@bainz.co.nz">support@bainz.co.nz</a> or by calling us on 04-8300-200.
<b>Fibre Installation</b>	If your address does not have fibre installed, we can help you get fibre installed if it is available under our coverage areas (use the address checked to see if you qualify). See our General Terms for more details on the process and if any costs will be applied.
<b>Voice Services</b>	We do not offer voice services on any of our plans. If you need voice services, please consider an alternative internet service provider that offers these services. In future we may offer voice services which will be subject to compliance.
<b>Alternative Access Services</b>	This service relies on fibre access technology being present at your address. You may consider Alternative Access Services that may be offered by us or other service providers. Such as cellular Fixed Wireless Access (FWA), Satellite Access Services or other

<sup>2</sup> Currently we do not offer a monthly plan for you to purchase our Wi-Fi router, in future we will offer these as part of our Contract plans with a minimum term that may be 12 or more months where applicable.



	services. We cannot advise on suitable alternative service types that are not covered by our product offerings.
<b>Busy Hours</b>	If traffic throttling applies to your services due to over usage, peak times on our network are identified between the hours of 7pm and 11pm.