



Broadband & Internet New Zealand Ltd

Pilot Service Terms

This document contains the Pilot Service Terms & Conditions for Broadband & Internet New Zealand Limited (hereafter referred to as BAINZ in this document) and applies to the pilot service plans offered by us. This document should be read in conjunction with the BAINZ General Terms and the applicable BAINZ Service Plan Terms.

This document may from time to time be subject to updates based on changes to our services and conditions and in accordance with the terms of this document.

1. Pilot Service Launch

- 1.1. **Duration:** The pilot service will run until we have sufficient volume of customers to make this a viable business and may be terminated subject to the Terminate Operations clause (2.7).
- 1.2. **Subject to Change:** These terms are limited during the Pilot phase only and may result in changes to the Service Terms and General Terms.
- 1.3. **End of Pilot:** Once the Pilot Service period expires, you may be offered to move to our Standard Service Charges, or we will terminate operations of your Pilot Service.

2. Pilot Service Terms

- 2.1. **Open Term:** The service is open-term with a minimum term of 1 month, provided fibre access is already connected at the address.
- 2.2. **Pilot Special Pricing:** The service will be offered at a special price for our service offerings that identified as follows:

Service Plan Name	Down/Up Speed	Pilot Service Charges		Standard Service Charges
		Monthly	Connection	
BAINZ Fibre 50	Down: 50 Mbps Up: 10 Mbps	\$57.80 /month	\$0.00 one-off	\$57.80/ Month \$0.00 One-off
BAINZ Fibre 300	Down: 300 Mbps Up: 100 Mbps	\$82.11 /month	\$0.00 one-off	\$82.11/ Month \$0.00 One-off
BAINZ Fibre 920	Down: 920 Mbps Up: 500 Mbps	\$97.25 /month	\$0.00 one-off	\$97.25/ Month \$0.00 One-off

- 2.3. **Digital Equity Service Offering & Pricing:** We also offer a Digital Equity (DE) service under this pilot service offering as a trial service, subject to the following terms:
 - 2.3.1. This trial service offering is available only at select households (specific social housing addresses) where fibre connectivity is available but has not been active since November 2024 or more than 3 months (based on information provided to us from Chorus).
 - 2.3.2. This Digital Equity service trial is only available to order from us **until 30 June 2025** (when this offer expires). This trial may be extended, and we will reflect this in our



pricing when you check your address using our Address Checker (from our website).

- 2.3.3. If ordered before the trial expires, this service offering will be available to you at a special price for a maximum duration of 12 months or until we decide to Terminate Operations subject to clause 2.7.
- 2.3.4. The Digital Equity service offering is available to you on an open-term service offering, which means you can cancel this service at any time with us without any early termination charges, as indicates to clause 2.1.
- 2.3.5. If you decide to cancel your Digital Equity Service with us before the 12-month trial period is completed, we will no longer be able to offer this service to you again.
- 2.3.6. To qualify for this Digital Equity service offering, you must provide proof of residence at the household where you are ordering this service (such as a rental agreement or utility bill) and provide your Community Service Card details.
- 2.3.7. Upon completion of your trial service (after 12 months of active service), your service pricing will revert to our Standard Service Charges for the equivalent service offerings that are currently identified in clause 2.2 above (these prices are subject to change).
- 2.3.8. The trial Digital Equity service is priced as follows:

Service Plan Name	Down/Up Speed	Pilot Service Charges		Standard Service Charges
		Monthly	Connection	
BAINZ Fibre 50 DE	Down: 50 Mbps Up: 10 Mbps	\$26.00 /month	\$0.00 one-off	\$57.80/ Month \$0.00 One-off
BAINZ Fibre 300 DE	Down: 300 Mbps Up: 100 Mbps	\$30.00 /month	\$0.00 one-off	\$82.11/ Month \$0.00 One-off

- 2.4. **Standard Service Charges:** This includes both the Monthly and Connection Charges for these Services (where applicable) and will be identified in the Service Plan Terms documents. Please note that the Standard Charges are subject to change based on the outcomes and insights gained from the Pilot Service. Any changes will be communicated in advance in accordance with our General Terms.
- 2.5. **Post-Pilot Modifications:** After the pilot term ends, the product price and terms may be modified based on lessons learned.
- 2.6. **Service Plan Terms:** The configuration details for the relevant Service Plan being ordered for this pilot are identified in the Service Plan Terms. These terms should be read in conjunction with the Pilot Terms. For the duration of the pilot service, the conditions outlined in the Pilot Terms will take precedence over the Service Plan Terms.
- 2.7. **Terminate Operations:** Subject to clause 1.4, we hold the right to terminate these pilot services and service operations with 30 days' notice (1 month) to you in the event we decide to cease operation or our services due to unforeseen events or lack of meeting our pilot connection or limitations in our operational efficiencies.

3. Billing Cycle, Renewal and Termination

- 3.1. **Pre-Activation Billing:** Charges for our service are applied ahead of the service being activated. This means that the first billing cycle will commence upon the confirmation of your service order, and payment will be required before the service is activated. Subsequent charges will follow the regular Monthly Billing cycle.



- 3.2. **Monthly/Billing Due Date:** The billing cycle runs on a rolling monthly basis and typically starts on the same day of the month from when your service was activated.
- 3.3. **Notice of Service Termination:** To terminate your service, you must provide at least 3 days' advance notice before your Monthly Billing Due Date is up for renewal.
- 3.4. **Service Suspension:** If the service is not renewed on the Billing Due Date, your service will be suspended for a period of 5 days after the Billing Due Date has passed and at a reduced speed of 5 Mbps before your service is disconnected.

4. Fair Use Policy

- 4.1. **Fair Usage:** Our service is subject to a Fair Use Policy to ensure affordable pricing and network protection. This means you should responsibly use our services in fairness to our expected traffic loads, as over utilisation of our network results in higher costs to us and these charges must be passed on to you and our customers.
- 4.2. **Data Plan Conditions:** Our Service Plans include a generous data allowance, but they are governed by our Fair Usage Policy. If your data usage exceeds the specific data allowance, we will reduce your service speed during peak usage times (as specified in your Service Plan Terms).
- 4.3. **Excessive Usage:** If you continue to excessively exceed our Fair Usage Policy, we may reduce your speeds during any time to protect our network, other customers and our services costs. In extreme cases, we may disconnect and terminate your service.

5. Regulatory Obligations

- 5.1. **Compliance:** The service will operate within regulatory obligations (these are identified in our General Terms).

6. Service Level Agreement (SLA) for Service Restoration

- 6.1. **Restoration SLA:** During the pilot service period, service restoration will align with the Consumer Restoration Service Level Agreement as available to use by our Fibre Access providers. If the restoration window is not met, customers have the right to receive a refund for unused services and can switch to an alternative service provider without any consequences.
- 6.2. **Planned/Unplanned Outages:** During the pilot phase we may undertake service and network optimisation functions. If we suspect these tasks will impact your services during normal operating hours, we will notify you by email of any Planned Outages that may impact your services. If an outage occurs due to an Unplanned Outage, we will attempt to notify you where it is having significant impact on your services during normal operating hours.

7. Wi-Fi Routers

- 7.1. **Router Provision:** Customers can purchase a Wi-Fi router from BAINZ or use their own compatible device. The cost of the router will be communicated at the time of purchase at a one-off charge and the cost of this must be paid before the router can be posted to you.
- 7.2. **Connecting to our Services:** To connect to our services, you need a suitable router such as a Wi-Fi router that will connect to the Fibre Box at your premises: This router will need to be configured to connect onto our network based on our service configuration requirements,
- 7.3. **Buy a Wi-Fi router from us:** You can purchase a Wi-Fi router from us at an affordable cost, ensuring the best value and quality. The cost of this Wi-Fi must be paid before it is dispatched to you.
- 7.4. **Bring your own Wi-Fi router:** If you already have a compatible Wi-Fi Router, you can use without buying one from us to connect to our services.



8. Customer Support

- 8.1. **Hours of Business:** Customer support is available from Monday to Friday, 8 AM to 5 PM.
- 8.2. **Contacting Us:** You can contact our support team by email at support@bainz.co.nz or by calling us on 048300200 during our Hours of Business.