

END USER TERMS

These terms relate to the provision and use of the line (and any associated equipment and infrastructure) connecting your premises to our wider network.

Our network will be used by service providers to provide you with their services. In these terms we have used "we" and "us" for Enable Networks Limited, "you" for the customer or end user of services, "network terminating point" to mean the portal at your premises where you will connect to our network and it includes an Optical Network Terminal ("ONT"), any other Network Interface Device ("NID") or the secure jack or other access point where our network ends on your premises, "services" to cover all goods and services of any kind we provide to you or your service provider and anything else we do, and "service provider" for any other person approved by us who provides you with services that use our network.

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1. Agreement

These terms bind you and us, and apply to any property you may at any time own or occupy where assets installed and owned by us (or our predecessors) are located. We may enforce these terms directly against you without any involvement from your service provider.

2. Our network

Our network includes the connecting line to your premises and all associated equipment and infrastructure (including the network terminating point), all of which is provided and owned by us and may be located in, on, over or outside of your property. Our network normally ends at our network terminating point installed inside your premises. These terms do not give you any rights in any part of our network; nor will you acquire such rights from your service provider.

You must:

- never interfere with any part of our network, even if it is on your property; only people we authorise may work on our network,
- let us or any of our agents or subcontractors come on your property to work on our network or anything connected to it; we will always try to contact you before we do this and the people we send will carry proof of identity, but if you do not grant access to your property this may impact on the services you or others receive from your service provider, and
- not convey or receive, or permit any person other than a service provider to convey or receive, any signal, communication or other service over or using any part of our network unless we first agree (and we may agree subject to conditions).

You acknowledge that

- our network terminating point will almost always require a continuous electricity supply to operate and you are responsible for ensuring that electricity is supplied safely to where our network terminating point will be located; and
- if you connect anything to our network terminating point (including any equipment or device) that is not compliant with any relevant international connection standards, it may adversely affect services you, and possibly others, receive from your service provider and/or damage our network. More information about relevant connection standards can be found at <http://www.enablenetworks.co.nz>.

You agree to pay for repairing or replacing any part of our network which is lost, stolen, or damaged by you or anyone you are responsible for.

3. Property damage

Where we or any of our contractors or agents do work on or at your premises and damage it through not taking reasonable care, we will pay the reasonable cost of repairing the damage up to a maximum of:

- \$50,000 for any event or for any series of related events, and
- a total of \$100,000 in any 12-month period.

For us to consider your claim you must tell us within one month after your property is damaged. You agree not to pursue any of our contractors or agents for any such repair costs or damage.

4. Exclusion of all other liability

We have set out your rights to claim compensation from us. We now exclude all other liability we may have to you. This exclusion applies for the benefit of these people:

- us,
- other network operators whose networks are connected to each other or to our network,
- all companies directly or indirectly owned, partly owned or controlled by any of the people listed above,
- all officers, employees, contractors and agents of all the people listed above, and
- anyone else any of the people listed above is responsible for.

Except for any liability we may have under clause 3, none of these people are liable to you or have to pay you for anything else caused by or resulting from anything any of them does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us or a service provider. This exclusion applies whatever you are claiming for and however liability arises or might arise if it were not for this clause.

5. Limitation of our liability

We have set out your rights to claim compensation from us and excluded all other liability we or any of the other people listed in clause 4 may have to you. If we or any of the other people listed in clause 4 are ever liable to you and, for any reason, cannot rely on the exclusion of liability set out in clause 4, then this clause applies. Where this clause applies, the maximum combined amount we and all the other people listed in clause 5 (together) will have to pay you and anyone else who uses the services provided to you (together) is:

- \$5,000 for any event or for any series of related events, and
- a total of \$10,000 in any 12 month period.

This limitation does not limit any rights you may have in respect of your service provider, and nothing in these terms limits any rights you may have under the Consumer Guarantees Act 1993.

6. Information about you

You agree that service providers may share information they have gathered or hold about you with us and that we may use it (including your name and address) for the purposes of connecting your premises to the network and providing services to you and your service provider.

7. Terms apply while our network is on your premises

These terms apply;

- for as long as any of our network is located on your property, no matter where you live and whether or not you continue to receive service from a service provider, and
- regardless of anything to the contrary in any other agreement you may have with any other person, including a service provider.

If your agreement with your service provider ends it will not affect any rights and responsibilities in these terms. For clarity, none of the rights and benefits conferred on us under clause 2 will come to an end or be affected in any way as a result of any other part of these terms, or any terms you agree with a service provider, ending or not having full effect.

8. Changing these terms

We may change these terms by changing or removing existing terms or by adding new ones. Changes may take the form of completely new terms. We will always tell you about any changes to these terms at least one month before they come into effect. We will never change this requirement. We will tell you about any changes by writing to you or putting a notice in major daily newspapers. Please ask us at any time for a free copy of our current terms. These terms cannot be changed by you.

9. Transferring these terms or our rights

We may transfer to someone else our rights and benefits under these terms. You agree that such a transfer can occur without the need for any consent from, or notice to, you. After the transfer, these terms (and all your obligations under these terms) will benefit the person we transfer to. We may also hold our rights and benefits under these terms in whole or in part for the benefit of other persons who may have an interest in our network.

10. Each term separately binding

If for any reason any of these terms, or any terms you agree with a service provider, cannot be enforced or relied on by you, us or the service provider, all other terms remain binding.