

# Residential Terms and Conditions for the Supply of Broadband and Phone Services

## About us

Black Box Power is a trading name of Pulse Energy Alliance LP. Pulse Energy Alliance LP is a New Zealand company located at Level 5, 33 Enfield Street, Mt Eden, Auckland, New Zealand.

## Your Agreement with us

These Standard Terms apply to the Broadband Service and the Phone Service that we supply to residential customers. Any other products or services we supply to you have their own standard terms.

Where terms are capitalized in these Standard Terms, it means that they shall have a particular meaning which is specified in Schedule 3 of these Standard Terms.

Our Agreement with you includes these Standard Terms, your application and the applicable Product Schedule. Together, these documents form a legally binding agreement between us.

## Signing up for Broadband Service and Phone Service

You can apply for our Services online at [www.blackboxpower.co.nz/broadband](http://www.blackboxpower.co.nz/broadband) or by calling 0800 269 769. If you currently have these services with another provider, you may need to contact them to cancel those services. You will still be required to pay any outstanding charges to your other supplier.

## Product Schedule for Broadband Service and Phone Service

Your Product Schedule describes the Services to be supplied to you and any terms and conditions that are specific to the product and/or plan you have selected. The Product Schedules that apply to you will be sent to you, and is otherwise available on request or from our Website at [www.blackboxpower.co.nz/terms](http://www.blackboxpower.co.nz/terms)

If we are to supply to you the Broadband Service but not the Phone Service these Standard Terms will apply to the extent that they relate to the Broadband Service. The Phone Service is unable to be supplied without the Broadband Service.

Where a term in your Product Schedule is inconsistent with a term in these Standard Terms, the term in your Product Schedule will be the one that applies to you.

## Our Broadband Service and Phone Service

The Services are only available to residential customers on our standard payment plans referred to in these Standard Terms.

You will be required to pay the Fees and Charges for the Services.

If you have requested a Black Box Power Modem, the Services will be provided for an Initial Term of 24 months. On expiry of the Initial Term, the Services will be provided on a month-by-month basis. If you are using your own Modem, the Services will be provided on a month-by-month basis.

Not all Services are available in all areas or to all customers. We cannot guarantee the availability of Services until the Services are connected. If the Services are found to be unavailable at your Premises, then the Agreement will be deemed terminated and will have no further effect.

The supply of Services will commence on the date on which we agree to supply the Services to you and you agree (by phone, Website or other means) to accept the supply of the Service from us, or alternatively, the date on which you commence using the Services supplied by us to your Premises, in which case you will be deemed to have accepted the Services on that date (**Commencement Date**).

We are only able to provide Services if we accept your application. We can decide (at our sole discretion) whether or not to accept your application. Acceptance of your application may be conditional upon us conducting and being satisfied in all respects with the results of a credit check about you. We will undertake that check promptly. If you have not received notification from us regarding your failure to fulfil this condition within 10 Working Days of the Commencement Date, then we will be taken to have been satisfied with the results of the credit check about you and this Agreement shall be deemed to have come into full force and effect on the Commencement Date. If we are not satisfied with the results of such checks, then we will contact you and this Agreement shall be automatically cancelled and will be of no further force or effect.

We will be responsible for determining the way in which the Services are to be provided. We may contract network operators or other third parties to provide or assist us in providing the Services (or any part of the Services) to you.

#### **Outages and faults**

We will use all reasonable endeavors to make the Services available to you at all times. However, the Services rely on us using networks owned and services provided by other parties. As a result, we cannot promise that the Services will always be available. If the Services are unavailable for any reason, we will endeavor to restore them as soon as possible. If the Services are unavailable and not able to be restored, we will advise you.

If you need to report an outage of the Services you can contact our Customer Care Team on 0800 269 769. If you are unable to do this you can contact us by using any of our contact details as set out in Schedule 2.

If you report an outage and it is found to be due to a fault internal to your Premises you will be charged for the costs of repairing the fault. You will not be charged if the fault is found to be network based.

#### **Moving House**

If you are moving to a new house, you will need to contact us to arrange the switch of the Services to your new Premises.

You are required to give us 30 days' notice of moving to a new Premises and pay any outstanding balance for the Services.

Installation charges may apply to your new Premises depending on the Services already available to it. We will notify you of these charges if they are required.

You will need to take your Modem with you to your new Premises. If you need installation assistance at your new Premises you can visit Webpage [www.blackboxpower.co.nz/help](http://www.blackboxpower.co.nz/help) or call our Customer Care Team on 0800 269 769.

### **Broadband Service Use**

We do not control the information that can be accessed through the internet. Therefore, we cannot be responsible for any inaccurate, illegal or offensive information which may be obtained from your use of the Services.

We (and any of our contractors) reserve the right to intercept communications over or using the Services (but only where directed to do so by an authorized Government agency pursuant to the Telecommunications (Interception Capability and Security) Act 2013. We (and any of our contractors) may also monitor the usage and any communications sent over the Services as required by any applicable law or as directed by an authorized Government agency.

Our Broadband Service is not to be used:

- for any improper or unlawful purpose or allowing others to do so;
- to create, transmit, publish or communicate material, which is defamatory, offensive, abusive, indecent, discriminatory, menacing, unwanted, in breach of confidence, illegal or which brings us or our partners into disrepute;
- in any way which damages or interferes with our partner's infrastructure or the supply of the services to other customers or our partner's customers;
- to host or transmit information which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or equipment.

If you are found to be using the Services to do any of the above, we can terminate this Agreement immediately and disconnect the Services.

Whether or not the Services have been used in any of the above ways will be decided by us, at our sole discretion.

### **Broadband Service Speed**

Our plan speeds represent the theoretical maximum speeds at which you can send data to or receive data from the network. Actual speeds you experience depend on many different factors such as other providers' delivery of data to or from the network, your phone line quality, your equipment, number of users accessing the Services at your Premises and many other factors. We do not guarantee that the Services will always be available or that they can always be used for any particular purpose. To find out more about what can impact the speed of your connection visit Webpage: [www.blackboxpower.co.nz/help](http://www.blackboxpower.co.nz/help)

Our Broadband Service is not subject to a Traffic Management Policy but we reserve the right to introduce one at any time.

### **Impact of other services**

The Services require mains power to operate. If power is not available (for example during a local power outage) the Services (and services reliant on the Services), may stop working unless you have battery backup in your home. The Phone Service relies upon the Broadband Service. If there is a problem with the Broadband Service, the Phone Service will stop working and this will prevent you from making calls (including to emergency services). We strongly advise having an alternative form of communication such as a mobile phone which can be used in the event of an emergency during any outage of the Services.

It is your responsibility to check with the provider of any other existing services you have (such as fax, security alarms, medical alarms or payTV connections) to make sure they are compatible with the Services.

### **Fair Use Policy**

Our Services include “Unlimited” plans. These plans are designed for personal use by residential customers only and are subject to our Fair Use Policy. Our Fair Use Policy has been developed by reference to average customer profiles and estimated customer usage of the Services. From time to time, we may monitor usage patterns. If your usage of the Services materially exceeds estimated use patterns over any week or month or is inconsistent with normal usage patterns, we may contact you to advise you that your usage is in breach of our Fair Use Policy. We will request that you adjust your usage patterns to come within our Fair Use Policy. If your excessive usage continues then you may be charged for the Excessive part of your usage at our Standard Rates and the Services may be suspended. Our Standard Broadband rates are \$0.1+GST/GB and our Standard Phone Rates can be found here [www.blackboxpower.co.nz/phone](http://www.blackboxpower.co.nz/phone).

### **Payment for Broadband Service and Phone Service**

We will send you a Bill for the Fees and Charges incurred by you for the Services at the rates set out in Schedule 1 (as amended from time to time) at least once every month (unless your Product Schedule states otherwise). If we provide other services to you (such as Electricity and Gas) we may combine the Bill for the Fees and Charges for the Services with the bill for fees and charges for other services. If you have an energy account with us, the Fees and Charges for the Services will appear under the heading “Broadband and Phone” and will be displayed as a separate line item.

We will send Your bill to You by email or notify You when it is available online. You must pay all Bills in full by the due date for payment specified in the Bill.

If your Bill has an error and we have charged you the incorrect amount (whatever the cause):

- where we have overcharged you, we will promptly credit any overcharged amounts; and
- where you have been undercharged (to the extent reasonable and taking into account whether you have contributed to the error or could reasonably have been expected to know about it), you will be required to pay the undercharged amount to us. We will make the correction on your next Bill.

No interest will be payable on any incorrect or late Bill.

You must pay each Bill either by direct debit (preferred) or using one of the other methods outlined in the Bill. If you do not pay any Bill by the due date, we may:

- suspend or restrict the Services;
- charge you a late payment fee (being the Administration of Arrears Fee) , which reflects the cost to us of recovering money owed to us; and
- recover from you any debt recovery costs including collection costs, revenue costs, legal fees, administration fees and/or other costs related to late or non-payment such as the Disconnection Fees.

Our Fees and Charges may change from time to time. We will notify you 30 days before a change to any Fees or Charges takes effect. If you do not agree to such changes, then you may terminate your Agreement by providing us with 25 days’ notice of termination.

### **Broadband Service Fees and Charges**

Fees and Charges for the Broadband Service are to be paid by you 30 days in advance. This means your first Bill will include a pro-rata charge from the Commencement Date to the billing date and a month’s charge in advance.

In the event of non-payment and your Broadband Services being disconnected, a Disconnection Fee will apply. You will be notified in writing of the disconnection and the Disconnection Fee will appear on your Bill. If your account is no longer in arrears and your Broadband Service is reconnected, a Reconnection Fee will apply which will appear on your Bill.

We may pass on fees or charges from regulatory agencies, network providers and other third parties that relate to the supply of Services to you. We may also charge you for any services performed on your Premises requested by you or a third-party working on your behalf.

**If you have requested a Black Box Power Modem**

You will be provided with a Modem when you sign up to our Broadband Service. A Modem Delivery Fee will apply which will appear on your Bill.

If you leave prior to the expiry of the Initial Term, a Modem Fee will apply. You will be entitled to keep the Modem. You are not able to return Your modem to Us as this was given to You as new.

You are responsible for looking after your Modem and must pay for it to be repaired or replaced if it is ever lost, stolen, or damaged.

If you believe your Modem is faulty, you can contact our Customer Care Team for assistance. We will carry out testing on the Modem and if we are not able to fix it then a replacement Modem will be sent to you.

To maintain the integrity and reliability of the Broadband Service, we reserve the right to manage your Modem to ensure a high level of security within our network. This management may include updating router firmware, updating the DNS setting and updating or changing general settings.

You are able to use your own modem with us. Due to the different settings a modem can have, we are not able to provide support for modems that have not been supplied by us. We recommend using the Modem which we supply to you.

### **Phone Service Fees and Charges**

Fees and Charges will apply to the Phone Service. You can choose your Phone Service plan when you sign up and the applicable Fees and Charges for the Phone Service will appear on your Bill each month. Calls made outside of your chosen Phone Service plan will appear on your Bill as "Toll Calls".

If you require a summary of all phone transactions for any given month, this can be requested by contacting our Customer Care Team.

Calls to international numbers which are not on the "Unlimited International Landline Plan" will be charged at the rate published on our Webpage [www.blackboxpower.co.nz/phone](http://www.blackboxpower.co.nz/phone)

0900 numbers and other premium service calls will be charged at the rate published by the telecommunications provider of that number.

### **Potential liability**

To the maximum extent permitted by law, we will not in any circumstances be liable to you or anyone else for any personal injury or death of any person, any special, indirect or consequential losses, loss of data, loss of business, profits, goodwill, reputation, contract or use or other similar losses, or any loss or damage arising from a circumstance beyond our control whether or not the possibility of such loss or damage could have been reasonably foreseen.

The limitations of liability set out in this section or elsewhere in these Standard Terms extend to our employees, contractors, agents and representatives for the purposes of the Contracts and Commercial Law Act 2017. In order to arrange the Services under this Agreement we have contracts with third parties. You agree that:

- you will not knowingly do anything that would cause us to be in breach of our arrangements with these third parties which you know about or which you ought to know about, given the information available to you, and you will comply with the reasonable requirements of such third parties relating to the supply of Services to you;
- you will be responsible for all losses of any nature suffered by us under or in connection with any third party contract that arises out of in connection with any breach of this Agreement by, or negligent act or omission of you (or any of your invitees or contractors) under or in connection with this Agreement and/or the provision of Services to you.

Except to the extent that liability cannot be excluded by law, where you are liable to us under this Agreement as a result of your acts or omissions, your maximum liability to us shall not exceed \$10,000 per event.

### **Termination of Services**

If you sign up through one of our agents at your home or through one of our Outbound Sales Team and change your mind, you are able to cancel the Services free of charge within five Working Days of the Commencement Date.

If you wish to terminate the supply of the Services after five Working Days of the Commencement Date, you must do so in writing or over the phone by providing us with at least 30 days' notice. You will be required to pay any outstanding Charges or Fees. If you do not provide 30 days' notice, you will be required to pay a month's charge plus any other outstanding Charges or Fees.

If you have requested a Black Box Power Modem and terminate the supply of the Services within the Initial Term, the Modem Fee will apply and will be included on your final Bill for the Services.

We reserve the right to terminate the supply of the Services to you and this Agreement, immediately if you breach this Agreement or if we reasonably believe that you have supplied incorrect or misleading information to us. We also reserve the right to terminate the supply of the Services to you and this Agreement, immediately if one or more of our contracts with network providers or third parties necessary to provide the Services are terminated or expire.

If the Services are terminated for any reason you must still pay us for your use of the Services provided to you up to the date of termination.

### **Force Majeure Event**

For the purposes of this Agreement **Force Majeure Event** means any event which prevents a party (**Affected Party**) from performing, or delays the performance of, any of its obligations under this Agreement including (without limitation):

- forces of nature, any act of God, fire, storm or explosion;
- any strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage, epidemic, quarantine, radiation or radioactive contamination;
- any action or inaction by any organ of government or government agency not directly related to or caused by the acts or omissions of Affected Party;
- a breakdown of plant, machinery or equipment, telecommunications failure or shortages of labour transportation, fuel, power or plant, machinery, equipment or material (including short supply from the regular source or regular supplier) to the extent that act, event or cause is beyond the reasonable control of the Affected Party and could not have been prevented by the Affected Party taking reasonable and prudent action in accordance with good industry practice.

Where any failure or delay by a Affected Party in the performance of its obligations under this Agreement is caused, directly or indirectly, by a Force Majeure Event:

- the Affected Party must as soon as practicable give the other party written notice of that fact;
- the Affected Party's obligations under this Agreement are suspended, to the extent to which they are affected by the relevant Force Majeure Event, for the duration of the Force Majeure Event. If any Force Majeure Event continues for a period of 30 days' or more, then the unaffected party will be entitled to terminate this Agreement by giving the Affected Party notice in writing. Such termination will be without prejudice to the accrued rights and remedies of either party.

### **Personal Information**

Information about you will be held and used by us in accordance with the Privacy Act 2020. Under the Privacy Act, you may access and request the correction of any of the information we hold under this Agreement.

- We may also use any information we hold about you for any or all of the following purposes:
- To arrange the supply of the Services to you (including providing such information to third parties or our sub-contractors to assist with the provision of the Services).
- To Bill you.
- To carry out credit checks or debt collection.
- To send you notices or contact you.
- In relation to any dealings we have with your alternative contact/s.
- To verify your identity when you contact us.
- To communicate promotional material to you from time to time.

You authorise any person to provide us with such information about you as we may require in response to our queries for any of the purposes set out above. We may discuss your account with Work and Income New Zealand so that they may provide assistance to you.

We may record all communication with you and your representatives. We do this to help train and monitor our customer service staff, to confirm our contractual commitments with you, to help resolve disputes and for market research purposes.

The information gathered from surveys will be used primarily to provide us with feedback and/or improvements to services. In the instance where the survey is part of a promotion, We reserve the right to use the prize winners' names for publicity purposes.

To get access to information about how we collect and stores information about you, contact us using any of our Contact Details set out in Schedule 1.

### **General Terms**

Any terms in this Agreement which by their nature, should survive the termination of the Agreement shall survive the expiry or earlier termination of this Agreement. We reserve the right to change part or all of this Agreement by notifying you of changes that are posted on our Website. Any revisions will be applicable 30 days following the date of notification. If you do not agree to such changes, then you can terminate this Agreement by providing us with 25 days' notice of termination.

We reserve the right to subcontract, transfer or assign all or any of our rights and obligations under this Agreement to an appropriate third party, acting reasonably. We agree to notify you of such a transfer or assignment. You may transfer or assign any of your rights or obligations under this Agreement to any person upon receiving our consent in writing.

This Agreement is governed by the laws of New Zealand. Each party irrevocably submits to the exclusive jurisdiction of the courts of New Zealand.



## Notices

A notice from us to you may be:

- Printed on your Bill.
- Delivered to the address to which you asked us to send notices.
- Posted to your last known postal address.
- Emailed to your last known email address (if you have agreed to have notices delivered in this manner).
- Faxed to your last known fax number (if you have agreed to have notices delivered in this manner).
- Texted by us or a contracted third party.
- Given over the phone from one of our Customer Care Team.
- Delivered in person by a representative on our behalf.
- Uploaded onto our Website, in which case we will notify you of the proposed change on your monthly invoice.

To ensure you receive the notices we send please update us with your contact details should they change.

How you can provide notices to us:

A notice from you to us under this Agreement may be delivered, posted, emailed or faxed to us or made by phone via the contact details set out in Schedule 2 (or any updated contact details which we notify you of in writing).

## What to do if you have feedback or complaints regarding us or the supply of Services to you

You can provide feedback on the Services by contacting us by phone or email (see Schedule 2 for contact details). Alternatively, you can submit your feedback online at [www.blackboxpower.co.nz](http://www.blackboxpower.co.nz)

## Schedule 1: Schedule of Fees and Charges

The following rates were applicable from 1 October 2023 and are current at the date of this Agreement. The rates may be amended from time to time. To view current pricing visit Webpages [www.blackboxpower.co.nz/broadband](http://www.blackboxpower.co.nz/broadband) and Webpage [www.blackboxpower.co.nz/phone](http://www.blackboxpower.co.nz/phone). The rates are inclusive of GST.

### Broadband Service

Fees and Charges	Amount (GST inclusive)
Monthly Unlimited Broadband	Depends on plan type (see schedule below)
Modem Delivery / Modem Return Fee	\$20
Modem Fee	\$170
Blocking Fee	\$12
Unblocking Fee	\$12
Administration of Arrears	\$1.15 per day
Static IP Fee	\$13
No Fault Found Fee	\$172.50

### Monthly Plan if you have requested a Black Box Power Modem

	Starter ADSL/VDSL	Standard Fibre (UFB 50/10)	Lite Fibre* (UFB 50/10)	Everyday Fibre (UFB 300/100)	Fibre Pro (UFB max/500)
<b>Monthly Plan (GST inclusive)</b>	<b>\$85/month</b>	<b>\$85/month</b>	<b>\$71/month</b>	<b>\$95/month</b>	<b>\$111/month</b>

\*The Lite Fibre plan is only available to customers on the Chorus network. The \$71 per month includes a \$11 per month modem fee and a \$60 per month plan.

### Monthly Plan if you are using your own Modem

	Starter ADSL/VDSL	Standard Fibre (UFB 50/10)	Lite Fibre* (UFB 50/10)	Everyday Fibre (UFB 300/100)	UFB Max/500
<b>Monthly Plan (GST inclusive)</b>	<b>\$80/month</b>	<b>\$80/month</b>	<b>\$60/month</b>	<b>\$90/month</b>	<b>\$106/month</b>

## Phone Service

Our base product for the Phone Services is the National Landline Plan which includes line rental. The other features can be added if you have requested a Black Box Power Modem.

<b>Fee</b>	<b>Amount (GST inclusive)</b>
Unlimited National Landline Calling Line Rental (base product)	\$10/month
<b>Add-ons</b>	
Unlimited NZ Mobile Calling Unlimited International Landline Calling to 30 Countries*	\$20/month
Other Phone Charges*	See schedule of fees <a href="http://www.blackboxpower.co.nz/phone">www.blackboxpower.co.nz/phone</a>

\*Other Charges will apply if you make calls outside of your chosen calling plan.

Standard Rates for excessive Broadband usage will be charged at \$0.1+GST/GB

For Unlimited International landline calling, there are 30 countries included in the plan. These can be found below or at Webpage [www.blackboxpower.co.nz/phone](http://www.blackboxpower.co.nz/phone)

Argentina	Iceland	Norway
Australia	Ireland	Portugal
Canada	Israel	Puerto Rico
China	Italy	Romania
Cyprus	Kazakhstan	Slovak Republic
Denmark	South Korea	Sweden
France	Luxembourg	Switzerland
Germany	Malta	Taiwan
Guam	Mexico	United Kingdom
Hungary	Netherlands	USA

The rates that apply to countries outside the Unlimited International Calling plan are available on our Website [www.blackboxpower.co.nz/phone](http://www.blackboxpower.co.nz/phone)

## Schedule 2: Contact Details

Website [www.blackboxpower.co.nz](http://www.blackboxpower.co.nz)

Phone 0800 269 769

Email [customer.care@blackboxpower.co.nz](mailto:customer.care@blackboxpower.co.nz)

### Schedule 3: Defined Terms

**Administration of Arrears Fee, Disconnection Fee, Modem Delivery Fee, Reconnection Fee, Monthly Plan and Standard Rates** are the fees and charges specified in Schedule 1 (as amended from time to time)

**Agreement** means the agreement between you and us, comprising of the Standard Terms, the Product Schedule your pricing plan and your application for the Services.

**Bill** means the monthly invoice for the Services sent to you from us.

**Broadband Service** means the broadband service to be supplied to you from us on the relevant broadband plan as selected by you in your application.

**Commencement Date** has the meaning given to that expression on page 2 of these Standard Terms.

**Electricity** means electricity provided to your Premises by us.

**Fair Use Policy** means our broadband fair use policy (as amended from time to time) which is available on our Website.

**Fees and Charges** means the fees and charges for provision of the Services as set out in Schedule 1 (as amended from time to time).

**Gas** means gas provided to your Premises by us.

**Initial Term** means the initial term of providing the Services to you of 24 months.

**Modem** means a router provided to you by us for the supply of Broadband Services.

**Phone Service** means the phone service to be supplied to you by us on the relevant phone plan as selected by you in your application.

**Premises** means the property to which we are to supply the Services.

**Product Schedule** means the product schedule provided to you on completion of your application which details the plan and Services to be provided to you by us.

**Services** means the Broadband Service and the Phone Service.

**Standard Terms** means these residential terms and conditions for the supply of broadband and phone services.

**Traffic Management Policy** means a policy governing the flow of web traffic over a network which, if implemented, will be available on our Website.

**Website** means [www.blackboxpower.co.nz](http://www.blackboxpower.co.nz) and **Webpage** has a corresponding meaning. **Working**

**Days** means a day that is not a Saturday or Sunday or a public holiday in the relevant place. **us, we,**

**our** and **ours** are references to Pulse Energy Alliance LP

**you** and **your** are references to you as the customer.