

## Product Schedule for Broadband and Phone Services

This is the Product Schedule referred to in our standard residential terms and conditions for the supply of broadband and phone services (**Standard Terms**). All capitalised terms used in this schedule have a particular meaning which is specified in the Standard Terms. All clause references in this Product Schedule are references to clauses in the Standard Terms. These terms may be amended from time to time in accordance with the Standard Terms. If there is a conflict between a term in our Standard Terms and in this Product Schedule, the term in this Product Schedule will apply.

You confirm acceptance of this Product Schedule and the Standard Terms when applying for the supply of the Services.

The Services are only available to residential customers. We have the right to terminate the Services if your eligibility changes for any reason.

### Broadband Service and Phone Service

A Broadband Service and a Phone Service are available. You can select your Broadband Service and Phone service plan at the point of sign up and change your plan at any point while you are a customer with us. This is however dependent on what services are available at your Premises. Our Phone Service is available to you when you have your Broadband Service with us and have requested a Black Box Power Modem. If you have requested a modem and no longer have a Broadband Service with us, then your Phone Service will automatically be terminated effective from the date your Broadband Service account is closed.

If you are using your own modem, Our Broadband Service is only available to you when you have your Electricity with us. If you no longer have your Electricity with us, then your Broadband Service will automatically be terminated effective from the date your Electricity account is closed. Our Phone Service is not available for this plan.

The current rates applying to the Services are applicable from 10 January 2022. The rates may be amended from time to time. The rates are GST exclusive.

### Broadband Service rates

If you have requested a Black Box Power Modem, there are standard Broadband Service rates and a bundle up Broadband Service rates. You are eligible for BundleUp Rates if you have your Electricity account with Black Box Power. If for any reason you no longer have your Electricity account with Black Box Power, our Standard Rates will apply, and your Free Black Box NZ Silver Membership will expire. For more details about current pricing for the Broadband Service visit Webpage [blackboxpower.co.nz/broadband](https://blackboxpower.co.nz/broadband).

If you are using your own modem, the standard Broadband Service rates are \$5 less than if you have requested a Black Box Power Modem. You will be charged for the Broadband Service plan you have selected. You can change your plan at any time by contacting our Customer Care Team by email [customer.care@blackboxpower.co.nz](mailto:customer.care@blackboxpower.co.nz) or phone **0800 269 769**.

### Phone Service rates

If you have requested a modem, the base product for Phone Services is the National Landline Plan which includes phone rental. Other features can be added. You will be charged for the Phone Service plan you have selected. You are able to add other plans or change your plan at any time. For more details about current pricing for the Phone Service and plan options (including calling rates) visit Webpage [blackboxpower.co.nz/phone](http://blackboxpower.co.nz/phone).

### **Set Up Charges**

If you have requested a modem, a Modem Delivery Fee will apply. This will be added to your first Bill. There is no upfront charge for your Modem but if you leave within the Initial Term a Modem Fee will apply.

## **Payment terms**

We will send you a Bill for the Fees and Charges incurred by you for Services at the rates referred to above at least once every month. You must pay Bills in full by the due date for payment specified in the Bill.

## **Late payment**

If you do not pay by the due date specified in the Bill, we may suspend or restrict the Services, charge an Administration of Arrears Fee and recover from you any debt recovery costs.

## **Termination of Services**

If you wish to terminate or move your services to a new property, you are able to do so in writing or over the phone. You must provide us with no less than 30 days' notice. If you do not provide us with 30 days' notice, you will be required to pay one month's charge plus any outstanding amounts. If you have requested a modem and terminate within the Initial Term of 24 months, a Modem Fee will apply.

## **Emergency**

The Services require power. In the event of a power outage, the Services will not be available and so your phone line may not work. We strongly advise all customers to have a backup option such as a mobile if there is an emergency during a power outage.

## **Fair Use Policy**

Our Services include "Unlimited" plans. They 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. For more information about Our Fair Use Policy Visit Webpage [blackboxpower.co.nz/broadband/fair-use-policy](http://blackboxpower.co.nz/broadband/fair-use-policy)