

# Terms & Conditions

## 1. Fair-Use Policy:

- (a). OffGrid operates a fair-use policy which places personal responsibility on the end-user of our services to ensure their data usage and content viewing is appropriate, safe and does not negatively affect other OffGrid customers.
- (b). When using the OffGrid network, all customers are requested not to engage in the downloading of any form of objectionable material, copyrighted video, audio, data or documents and any material where they are not the legal owners as defined under NZ copyright and censorship law.
- (c). OffGrid does not place a data cap on customers monthly usage. This means that customers may not download excessive amounts of data on an ongoing or regular basis without limit as this may affect the network performance enjoyed by other OffGrid customers.
- (d). Where OffGrid Network Management Systems identify a customer engaging in excessive data usage, OffGrid will contact the customer and request a reduction of data usage in line with this fair usage policy. Failure to comply may result in a reduction in speed being applied for a short period.
- (e). In some circumstances, a virus or other form of malware may be responsible for excessive data usage without the customer's knowledge. OffGrid may request the customer to have the problem fixed promptly and reserves the right to limit speed of access while the problem is being resolved by the customer's chosen IT support person. It is the customer's responsibility to inform OffGrid when the problem has been resolved so that normal high speed service may be restored.

## 2. Payment Terms

- (a). Monthly Subscriptions are payable one month in advance by Automatic Payment only. Accounts which fall into arrears may incur interest charges. Disconnection of service and a reconnection fee may apply.
- (b). Installation fees and one month subscription in advance must be paid on or before the installation date by direct credit or bank transfer unless other arrangements have been made prior to the installation date.

## 3. Ownership of Equipment.

- (a). OffGrid retains ownership of all equipment installed on the installation date. The installation fee covers the cost of materials and labour involved to satisfactorily complete the wireless installation, data cabling and outlets, customer configuration and related tasks only.
- (b). If the customer wishes to move premises or disconnect their service for any reason, OffGrid requests to be advised at least 7 days in advance and be given access to move or remove OffGrid equipment as necessary. When an OffGrid Wireless connection is being moved a new installation fee may apply.
- (c). The Customer agrees not to modify, move or otherwise make changes to OffGrid equipment, data cabling or configuration.
- (d). The Customer agrees not to use OffGrid equipment for any purpose except connection to the OffGrid Wireless Network.

## 4. Reception Interference

- (a). OffGrid installations are carried out with eye on any future potential sources of interference at your location. OWL will advise the customer if such a situation exists at your location. Over time trees grow, a new building may be constructed or other form of physical obstruction may appear which partially or completely blocks a satisfactory Line Of Sight to your nearest OffGrid transmission tower. These problems may interfere with your reception. It is the customer's responsibility to advise OWL promptly if such problems come to your attention. In most cases there are straightforward solutions available which may avoid a disruption of service where a potential problem is detected early on. OWL is happy to assist in resolving such problems when requested. At OffGrid's discretion, charges may apply in some circumstances.
- (b). Microwave ovens are a known source of interference to wireless data systems. If you suspect something is causing interference with your OffGrid Wireless Service, please contact OffGrid technical support by email or you can use the 0800 support number.

## 5. Termination

- (a). While there is no fixed contractual term for the OffGrid Wireless service, notice of termination of the service by the customer is required with 90 days notice.