

Silver Service IT

Customer Terms

Terms and Conditions for IT Services, Broadband and Voice

Version 1.0

Current as of 20 October 2026

ABOUT THESE TERMS

These Customer Terms set out the agreement between Silver Service IT Limited and every customer who uses our IT services, hardware, domains, hosting, broadband or voice services. They replace our previously published Terms of Trade and apply from the "current as of" date shown at the start of this document.

The Customer Terms are made up of the following parts:

Part A	**General Terms**	Apply to every Customer and every Service.
Part B	**Broadband and Voice Terms**	Apply in addition to Part A when we supply broadband, mobile backup or voice services.
Schedule 1	**Domains, Hosting, Email and Software**	Apply in addition to Part A when we supply those services, including under our FriendlyDomains trading name.
Schedule 2	**Repairs, Support, Set-up and Data Recovery**	Apply in addition to Part A when we work on your devices, systems or data.

AT A GLANCE

This summary is provided for convenience only. The clauses that follow form the agreement.

- Residential Customers keep all of their rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- Invoices are payable within 7 days of the invoice date unless your Service Agreement or invoice states otherwise.
- Broadband and voice services are invoiced on the 20th of each month for the month ahead, and direct debits are collected on the 1st of that month.
- Overdue amounts may attract simple interest of 10% per annum, calculated daily and never compounded.
- Managed routers we supply are purchased by you and are yours to keep once paid for.
- You own your domain names as the registrant.
- Our support team is available from 9:00 am to 9:00 pm, 7 days a week, on (07) 262 1000.
- Open-term services can be cancelled with one month's written notice. Early termination charges apply to fixed-term services cancelled before the end of the term.

CONTACT DETAILS

Company	Silver Service IT Limited	**Phone**	(07) 262 1000
Physical address	927 Cameron Road, Gate Pa, Tauranga 3112	**Email**	admin@silverservice.co.nz
Postal address	PO Box 137, Tauranga 3144	**Website**	silverservice.co.nz
Support hours	9:00 am to 9:00 pm, 7 days a week		

PART A

GENERAL TERMS

1. PARTIES AND DEFINITIONS

1.1 These Customer Terms are between Silver Service IT Limited, a company having its primary place of business at 927 Cameron Road, Gate Pa, Tauranga 3112, including when trading as FriendlyDomains (**"SSIT"**, **"we"**, **"us"** or **"our"**), and the person, business or organisation that requests, accepts or uses any of our Services (the **"Customer"**, **"you"** or **"your"**).

1.2 In these Customer Terms:

(a) **"Affiliates"** means SSIT's directors, employees, agents, representatives and contractors; the owners and operators of any Network; and any other person who provides any service which forms part of the Services, including their directors, employees, agents, representatives and contractors;

(b) **"Agreement"** means these Customer Terms together with any Service Agreement, quote, order or invoice accepted by the Customer;

(c) **"Broadband"** means fibre, fixed wireless, mobile backup and other internet access services supplied by SSIT;

(d) **"Business Customer"** has the meaning given in clause 11.2;

(e) **"Consumer Protection Legislation"** means the Consumer Guarantees Act 1993 and the Fair Trading Act 1986;

(f) **"Customer Terms"** means these terms and conditions, being Part A, Part B, Schedule 1 and Schedule 2;

(g) **"Force Majeure"** has the meaning given in clause 12.2;

(h) **"Goods"** means any hardware, equipment, devices, parts, software licences or other products supplied by SSIT;

(i) **"Local Fibre Company"** means the company that owns and operates the fibre network at the Customer's premises, such as Tuatahi First Fibre;

(j) **"Network"** means any network operated by SSIT, its wholesale suppliers or other carriers and used to provide the Services;

(k) **"Published Rates"** means SSIT's current hourly rates and charges, as published on the Website or stated in a quote or Service Agreement;

(l) **"Residential Customer"** has the meaning given in clause 11.1;

(m) **"Service Agreement"** means a written agreement, application or order form signed or accepted by the Customer that sets out the Services, pricing and term for that Customer;

(n) **"Services"** means any service or Goods provided by SSIT, including IT support, installation, repairs, data recovery, managed services, domains, hosting, email, Broadband and Voice;

(o) **"Users"** means the Customer and any person permitted by the Customer, or able through the Customer, to use or access the Services;

(p) **"Voice"** means voice over internet services supplied by SSIT, including hosted phone systems such as 3CX, SIP trunks, phone numbers and number porting;

(q) **"Website"** means silverservice.co.nz; and

(r) **"Working Day"** means any day other than a Saturday, Sunday or national public holiday in New Zealand.

1.3 Where the Customer is more than one person, each of them is bound jointly and severally. A reference to the Customer includes its executors, administrators, successors and permitted assigns.

2. HOW THESE TERMS APPLY

2.1 These Customer Terms form a legally binding agreement between SSIT and the Customer. They are accepted by the Customer on the earliest of the Customer signing or accepting a Service Agreement or quote, placing an order with SSIT, or first using any of the Services.

2.2 Where the Customer applies for a Service by telephone, SSIT will explain the key terms of the Service and refer the Customer to these Customer Terms on the Website. SSIT will tell the Customer if the call is recorded. The Customer's verbal acceptance has the same effect as if the Customer had signed a Service Agreement in writing.

2.3 Electronic signatures and electronic acceptance are valid and binding on both parties in accordance with Part 4 of the Contract and Commercial Law Act 2017.

2.4 If there is any inconsistency between the documents that make up the Agreement, they apply in the following order of priority, to the extent of the inconsistency:

(a) the Service Agreement or accepted quote;

(b) Part B, Schedule 1 or Schedule 2, as they apply to the relevant Service; and

(c) Part A.

2.5 Where SSIT supplies products or services sourced from a third party, such as software licences, cloud subscriptions or domain registrations, the Customer agrees to comply with that third party's end user terms, which SSIT will make available on request.

2.6 Subject to the Consumer Protection Legislation, the Agreement is the entire agreement between SSIT and the Customer in relation to the Services. Representations or promises not recorded in the Agreement, or confirmed in writing by a director of SSIT, do not form part of it.

3. CHANGES TO THESE TERMS, PRICES AND SERVICES

3.1 **Changes to these Customer Terms:** SSIT may amend these Customer Terms from time to time. SSIT will give the Customer at least 10 Working Days' notice and, wherever possible, one month's notice of any change, by email or in writing, and will publish the amended Customer Terms on the Website. SSIT may make a change without notice where it is required by law, or where it is necessary for security reasons, to prevent fraud or for technical reasons. Continued use of the Services after a change has been notified constitutes acceptance of the amended Customer Terms.

3.2 **Changes to prices:** SSIT's prices and Published Rates may change from time to time. Where the price of a Service the Customer receives increases, SSIT will notify the Customer at least 10 Working Days before the increase and, where possible, one month before. Pricing set out in a Service Agreement for a fixed term is locked for the duration of that term and will not be changed under this clause.

3.3 **Changes to Services:** SSIT may alter its Services from time to time. If SSIT alters a Service in a way that materially reduces the Service the Customer currently receives, SSIT will give the Customer at least 10 Working Days' notice and, wherever possible, one month's notice, by email or in writing and

by publishing the change on the Website.

4. OUR OBLIGATIONS

4.1 Whenever SSIT provides Services to the Customer, SSIT will:

(a) provide the Services with reasonable care and skill;

(b) use its best efforts to provide a consistently reliable and good quality Service;

(c) use its best efforts to restore the Services within a reasonable timeframe when they are disrupted;

(d) supply the Services in the way SSIT considers most appropriate for the Customer's requirements and connection;

(e) choose the carriers, suppliers and subcontractors used to provide the Services, which SSIT may change at its discretion; and

(f) advise the Customer how to access and use the Services.

4.2 Subject to the Consumer Protection Legislation, SSIT does not represent, warrant or guarantee that the Services will be:

(a) uninterrupted or fault free, or that every fault or error can be corrected;

(b) available at any particular time or location, or at any particular speed;

(c) available, or available without change, for any minimum period of time;

(d) secure or private; or

(e) free of viruses or other harmful features.

4.3 Any date or time given by SSIT for the supply of Services or Goods, including a required go-live date, is an estimate only. SSIT will make every reasonable effort to meet it. Installation lead times depend on third parties, including Local Fibre Companies, and are provided on a best efforts basis.

4.4 Advice and recommendations are given in good faith, based on the information provided by the Customer and SSIT's own knowledge and experience.

5. YOUR OBLIGATIONS

5.1 The Customer will:

(a) ensure that all information given to SSIT is correct and complete;

(b) notify SSIT promptly of any change to the Customer's name, address, phone number, email address or other contact details, and give SSIT at least 14 days' written notice of any proposed change in ownership of the Customer;

(c) comply with all applicable laws, regulations, standards and codes when using the Services, including the Privacy Act 2020, the Fair Trading Act 1986, the Copyright Act 1994, the Unsolicited Electronic Messages Act 2007, the Harmful Digital Communications Act 2015, the Defamation Act 1992 and the Crimes Act 1961, and not infringe the rights of any third party;

(d) comply with any requirements of any other carrier in relation to the use of the Network;

(e) follow SSIT's reasonable instructions about using the Services, and only use them for lawful purposes;

(f) give SSIT, its Affiliates and the Local Fibre Company safe and reasonable access to the Customer's premises, by appointment and during reasonable hours, for any work required to install, operate, maintain or remove the Services. Where access outside reasonable hours is required, SSIT will notify the Customer first;

(g) provide a safe working environment, and obtain any permissions or consents required for work at the premises, including from a landlord or body corporate;

(h) provide SSIT with any logins, passwords or access details reasonably required to deliver the Services or rectify faults, and keep its own account details and passwords secure; and

(i) make sure every User is aware of, and complies with, these Customer Terms.

5.2 The Customer is responsible and liable for all use of the Services provided to it, whether authorised or not, including any charges arising from that use and any consequences if a User misuses the Services or breaches these Customer Terms.

5.3 Where the Customer is a business, SSIT may deal with one authorised representative nominated by the Customer, who will have full authority to order Services and approve variations on the Customer's behalf.

6. PRICES, INVOICING AND PAYMENT

6.1 The Customer must pay for all Goods and Services that SSIT provides at the Customer's request, at the prices set out in the Service Agreement or quote or, if none, at SSIT's Published Rates.

6.2 **GST:** Prices for Residential Customers include GST. Prices for Business Customers exclude GST, unless stated otherwise, and GST will be added at the applicable rate.

6.3 **Payment terms:** Unless a Service Agreement or invoice states otherwise, each invoice is due for payment within 7 days of the invoice date. If a due date falls on a day that is not a Working Day, the due date is the next Working Day.

6.4 **Recurring Services:** Fixed recurring charges, including Broadband, Voice, hosting and managed services, are invoiced monthly in advance on the 20th of each month for the following month. Where the Customer pays by direct debit, payment is collected on the 1st of the month to which the invoice relates. Where the Customer does not pay by direct debit, the invoice is due within 7 days of the invoice date in accordance with clause 6.3.

6.5 Variable charges, such as call charges and time-based work, are invoiced in arrears.

6.6 **Quotes and variations:** Quotes are valid for 30 days unless stated otherwise. Work requested by the Customer that is outside an accepted quote will be charged at SSIT's Published Rates, and SSIT will tell the Customer before carrying out any variation that will materially increase the price.

6.7 **Deposits:** For Goods ordered on the Customer's behalf or for project work, SSIT may require a deposit of up to 50% of the quoted price before placing orders or starting work. Any deposit requirement will be stated in the quote.

6.8 **Call-out and after-hours charges:** SSIT does not charge call-out fees or after-hours surcharges unless they are agreed with the Customer in advance.

6.9 **Late payment:** If the Customer does not pay an invoice in full by its due date, SSIT may:

(a) charge simple interest on the overdue amount at a rate of 10% per annum, calculated daily from the due date until payment is received in full. Interest is not compounded;

(b) require the Customer to pay the reasonable costs SSIT incurs in recovering the overdue amount, including debt collection and legal costs; and

(c) suspend or discontinue the Services, or refuse to provide further Services, after giving the Customer at least 5 Working Days' notice.

6.10 Payments received are applied first to interest, then to recovery costs, then to the oldest outstanding invoice.

6.11 **Billing disputes:** The Customer must notify SSIT promptly, and before the due date where possible, if it disputes any charge, giving the reasons for the dispute and any supporting evidence. The Customer must pay the undisputed portion of the invoice by the due date. If SSIT agrees there is an error, SSIT will adjust the next invoice or provide a refund. If SSIT finds there is no error and the due date has passed, the Customer must pay the outstanding amount within 5 Working Days.

6.12 The Customer may not set off or deduct any amount from an invoice, except as permitted by clause 6.11 or by law.

6.13 Payment may be made by direct debit, internet banking or any other method agreed with SSIT. A payment is not treated as received until it has cleared. If a payment is reversed or dishonoured, the amount remains owing.

7. GOODS, OWNERSHIP AND RISK

7.1 **Ownership:** Goods sold to the Customer, including any managed router, remain the property of SSIT until they have been paid for in full. Ownership then passes to the Customer.

7.2 **Risk:** Risk of loss of or damage to Goods passes to the Customer on delivery to the Customer or its nominated address, or on installation at the Customer's premises.

7.3 **Equipment on loan:** Where a Service Agreement states that equipment is supplied on loan, that equipment remains the property of SSIT or its supplier at all times. The Customer must keep it safe, must not sell, modify or encumber it, and must return it in good condition when the relevant Service ends. Lost or damaged loan equipment will be replaced at the Customer's cost.

7.4 **Warranties:** Goods carry the manufacturer's warranty. SSIT will help the Customer with warranty claims. Residential Customers also have rights under the Consumer Guarantees Act 1993 that are not affected by these Customer Terms.

7.5 **Returns:** Goods may be returned for a change of mind only with SSIT's prior agreement, within 7 days of delivery, unused and in their original packaging. Goods specially ordered for the Customer, software licences and opened consumables cannot be returned for a change of mind. This clause does not limit any right the Customer has under the Consumer Protection Legislation.

7.6 **Personal Property Securities Act 1999 (PPSA):** This clause 7.6 applies to Business Customers only. The Customer grants SSIT a security interest in all Goods supplied by SSIT, and their proceeds, as security for payment of all amounts owing to SSIT. The Customer will sign any document and provide any information SSIT reasonably requires to register a financing statement. To the extent permitted by section 107 of the PPSA, the parties agree that sections 114(1)(a), 133 and 134 do not apply, and the Customer waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131, and its right to receive a verification statement under section 148.

8. SUPPORT AND FAULTS

8.1 SSIT's support team is available from 9:00 am to 9:00 pm, 7 days a week, on (07) 262 1000 or at admin@silverservice.co.nz. Requests received outside these hours will be attended to at the start of the next support period.

8.2 The Customer must report any fault to SSIT as soon as practicable and work with SSIT's support staff, on a best efforts basis, to identify its cause.

8.3 SSIT will troubleshoot the fault and either rectify it within a reasonable time, where it is within SSIT's control, or escalate it to the relevant supplier or Local Fibre Company and keep the Customer informed.

8.4 **No fault found:** If SSIT attends a fault at the Customer's request, onsite or remotely, and finds that the fault was caused by the Customer's own equipment, wiring or actions, or finds no fault with any element within SSIT's control, SSIT may charge for the time spent at its Published Rates.

9. ACCEPTABLE USE

9.1 This Acceptable Use Policy is designed to ensure that the Network and SSIT's systems are used fairly by all Customers. SSIT may limit or suspend the Services of a Customer who breaches it. Customers remain legally responsible for their actions when using the Services and will indemnify SSIT for any loss incurred by SSIT or any third party as a result of the Customer's breach of this clause 9.

9.2 The Customer and its Users must not use, or attempt to use, the Services:

(a) in a way that adversely affects SSIT's ability to provide Services to other customers, or other customers' use of the Network, including by flooding the Network, launching denial of service attacks or overloading a Service;

(b) to transmit, receive, store or view objectionable, illegal, defamatory or restricted content. Where content is restricted to adults over 18 years of age, it is the Customer's responsibility to ensure it is not available to minors;

(c) to gain unauthorised access to any computer, network, storage system or communications equipment, or to intercept communications not intended for the Customer;

(d) to modify, alter or delete content unless the Customer owns it or has explicit authority to do so;

(e) to transmit viruses or other harmful code, or to distribute password guessing programs, unauthorised keystroke loggers, password gatherers, cracking tools, trojans, spyware or other illicit programs;

(f) to send spam, junk email or other unsolicited electronic messages in breach of the Unsolicited Electronic Messages Act 2007;

(g) to obtain private information about third parties without their knowledge and consent;

(h) to impersonate any person or entity, forge any signature or carry out any fraudulent activity; or

(i) to infringe the copyright, trade marks or other intellectual property rights of any person.

9.3 The Customer is responsible for the security of its own devices, usernames and passwords, including antivirus protection, spam filtering and firewalls, unless SSIT has agreed in writing to manage these as part of the Services.

9.4 SSIT may use network management tools to ensure all Users have fair access to the Network. Although SSIT has no obligation to monitor the Services, SSIT and its suppliers may monitor bandwidth, Network usage and transmissions to operate the Services, identify breaches of this clause 9 and protect the Network, the Services and other users.

9.5 Where SSIT receives an infringement notice under the Copyright Act 1994 or a lawful request from a regulator or enforcement agency, SSIT will deal with it as required by law, which may include passing the notice on to the Customer.

9.6 If SSIT reasonably believes the Services are being used in breach of this clause 9, SSIT may remove or block the relevant content or communication, suspend or terminate the Services, and report suspected illegal conduct to the appropriate authorities.

10. SUSPENSION AND DISCONNECTION

10.1 If the Customer does not meet its obligations under these Customer Terms, SSIT may suspend or disconnect the Customer's Services, after giving notice where clause 6.9(c) applies.

10.2 SSIT may suspend or disconnect a Service if a supplier or carrier suspends or interrupts the service it provides to SSIT, and that affects SSIT's ability to provide the Service to the Customer.

10.3 SSIT may suspend or restrict a Service in an emergency, or whenever SSIT, a carrier or any other appropriate person considers that step necessary or reasonable to protect persons, systems or property.

10.4 Where a Service is suspended or disconnected because the Customer failed to meet its obligations, the Customer may be required to pay a reconnection fee and SSIT's reasonable costs of the suspension and reconnection before the Service is restored. Normal charges continue to apply during any such suspension.

11. CONSUMER LAW, WARRANTIES AND LIABILITY

11.1 **Residential Customers:** If the Customer is acquiring the Services for personal, domestic or household use and not in trade (a **"Residential Customer"**), the Customer may have rights under the Consumer Protection Legislation in addition to the rights set out in these Customer Terms. These Customer Terms apply subject to the Consumer Protection Legislation, and nothing in them limits any right a Residential Customer has under that legislation.

11.2 **Business Customers:** If the Customer is not a Residential Customer (a **"Business Customer"**), the Customer acquires the Services in trade, and the Customer agrees that the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply to the Services or these Customer Terms, and that it is fair and reasonable for the parties to be bound by this clause.

11.3 **Indemnity:** The Customer will indemnify SSIT and its Affiliates against all liabilities, costs (including legal costs on a solicitor and client basis), losses, claims and demands incurred by SSIT arising from any breach of these Customer Terms by the Customer or a User, any unlawful use of the Services by the Customer or a User, or any virus, spam, hacking or other disruptive activity caused by a User.

11.4 **No other representations:** Except as expressly stated in these Customer Terms or as required by law, SSIT and its Affiliates make no representation and give no condition, assurance or warranty of any kind in relation to the Services, whether express or implied, and whether arising in statute, law, trade, custom or otherwise.

11.5 **Exclusion of indirect loss:** To the maximum extent permitted by law, SSIT and its Affiliates are not liable to the Customer for any loss of profit, revenue, business, opportunity, goodwill or anticipated savings, or for any indirect, consequential or exemplary loss, however caused, including in contract, tort (including negligence), equity or otherwise. If the Services fail for any reason and the Customer uses services from another provider, SSIT is not responsible for that provider's charges. This clause applies whether or not the Agreement has ended.

11.6 **Content and third party exclusions:** To the maximum extent permitted by law, SSIT is not liable for:

(a) any copyright infringement by a User;

(b) unauthorised access to, or alteration of, the Customer's communications or data by any third party, except to the extent caused by SSIT's negligence;

(c) material or data sent or received, or not sent or received;

(d) any transaction entered into by a User through the Services; or

(e) any threatening, defamatory, obscene, offensive or illegal content or conduct of any third party, or any content sent using or included in the Services by a third party.

11.7 **Limitation of liability:** If SSIT or its Affiliates are found liable to the Customer for any direct loss arising from SSIT's breach of the Agreement or negligence, despite the other provisions of this clause 11, SSIT's total liability is limited to $5,000 for any one incident, or $10,000 for all incidents in any 12 month period. A Business Customer must notify SSIT of any claim within 3 months after the relevant event becomes reasonably discoverable to it.

11.8 SSIT is not liable for any loss caused by a User, or for any loss resulting from a User's failure to take reasonable steps to avoid or minimise loss.

11.9 A Residential Customer's liability to SSIT for a breach of these Customer Terms or for negligence is limited to $5,000 for any one incident, or $10,000 for all incidents in any 12 month period. This limit does not apply to amounts payable for the Services, or to loss or damage caused by fraud, wilful breach or wilful damage.

11.10 The limitations in this clause 11 do not limit any right the Customer has under the Consumer Protection Legislation, and do not apply to liability that cannot be limited by law.

12. FORCE MAJEURE

12.1 A failure by either party to perform its obligations under the Agreement because of a Force Majeure event is not a breach of those obligations, and the affected obligations are suspended while the Force Majeure event continues. This clause does not suspend the Customer's obligation to pay for Services already provided.

12.2 **"Force Majeure"** means any event beyond the reasonable control of the affected party which prevents it from performing its obligations, including an act of God or nature, earthquake, flood, landslide, fire, storm, epidemic, pandemic or quarantine restriction, strike, lockout or other labour disruption, failure of electrical supply, explosion, sabotage, riot, act of terrorism, act of war (whether declared or not), embargo, or any requirement or restriction of a government authority.

12.3 A party cannot rely on this clause to the extent the failure was caused by its own negligence or by a lack of funds.

12.4 The party relying on this clause must notify the other party as soon as practicable, and again once it is able to resume performance of its obligations.

13. PRIVACY AND PERSONAL INFORMATION

13.1 SSIT collects, uses, stores and discloses personal information in accordance with the Privacy Act 2020, the Telecommunications Information Privacy Code 2020 (where it applies) and SSIT's Privacy Policy, available at silverservice.co.nz/privacy-policy/. By using the Services the Customer acknowledges that Privacy Policy.

13.2 SSIT may disclose the Customer's information to its suppliers, carriers, Local Fibre Companies and registrars to the extent required to provide, maintain and bill the Services, and otherwise as permitted or required by law.

14. CONFIDENTIALITY

14.1 Each party will keep the other party's confidential information confidential, use it only for the purposes of the Agreement, and disclose it only to its employees, contractors, suppliers, legal advisers and insurers who need to know it and are bound to keep it confidential, or as required by law.

14.2 Confidential information does not include information that is public (other than through a breach of this clause), received lawfully from a third party, or independently developed.

14.3 On request, each party will return or destroy the other party's confidential information, unless it is required by law to keep it. This clause 14 survives the end of the Agreement.

15. INTELLECTUAL PROPERTY

15.1 All intellectual property in documents, technical specifications, designs, configurations, scripts, processes and software developed or supplied by SSIT in providing the Services remains the property of SSIT or its licensors. SSIT grants the Customer a non-exclusive licence to use them for the purpose for which they were supplied.

15.2 The Customer retains ownership of its own data and content. The Customer grants SSIT a licence to use that data and content only to the extent required to provide the Services.

15.3 The Customer warrants that any materials, designs or instructions it gives SSIT will not cause SSIT to infringe the intellectual property rights of any third party.

15.4 Domain names are owned by the registrant, as set out in Schedule 1.

16. ELECTRONIC COMMUNICATIONS AND NOTICES

16.1 During the Agreement there is an ongoing business relationship between SSIT and the Customer. The Customer consents to SSIT communicating with it by email at the address the Customer nominates about the Services and related services. The Customer may ask SSIT to use a different email address, and SSIT will update its records promptly. Any marketing emails will include a simple way to unsubscribe.

16.2 Any written notice to SSIT must be sent to:

> Silver Service IT Limited
> PO Box 137, Tauranga 3144
> admin@silverservice.co.nz
> Attention: Director

16.3 A notice is treated as received two Working Days after posting, or when sent if sent by email. A notice received on a day that is not a Working Day, or after 5:00 pm on a Working Day, is treated as received at the start of the next Working Day.

16.4 Notices from SSIT to the Customer may be sent to the email or postal address in SSIT's records for the Customer. The Customer agrees that agreements, notices, disclosures and other communications provided electronically satisfy any legal requirement that they be in writing.

16.5 If the Customer moves premises, it must tell SSIT in writing as early as possible so that SSIT can arrange continuity of the Services. If the Customer does not do so, SSIT may not be able to ensure continuous supply.

17. TERM, CANCELLATION AND TERMINATION

17.1 **Term:** The Agreement starts on the date it is accepted under clause 2.1 and continues until terminated in accordance with this clause 17. Each Service continues for the term stated in the Service Agreement. If no term is stated, the Service is on an open term.

17.2 **Open-term Services:** Either party may cancel an open-term Service by giving one month's written notice to the other party.

17.3 **Fixed-term Services:** When a fixed term ends, the Service continues on an open term at the then current price unless either party gives one month's written notice before the end of the term.

17.4 **Early termination charges:** If the Customer cancels a fixed-term Service before the end of its term, an early termination charge applies, calculated as the number of months remaining in the term multiplied by the monthly fixed charge for that Service.

17.5 **Termination by SSIT:** SSIT may terminate the Agreement or any Service, or restrict, suspend or cancel any Service, by notice to the Customer:

- **(a)** immediately, if the Customer has not paid an invoice within 60 days of its due date;
- **(b)** if the Customer materially breaches these Customer Terms and the breach is not capable of remedy, or is not remedied within 10 Working Days of SSIT's notice requiring it to be remedied;
- **(c)** immediately, where necessary for the health and safety of any person or the safety and security of the Network;
- **(d)** immediately, if the Customer becomes bankrupt or insolvent, enters into an arrangement with its creditors, or has a receiver, liquidator or similar person appointed over any of its assets;
- **(e)** before the Service starts, if SSIT determines that it is not technically, commercially or operationally feasible to provide it; or
- **(f)** if SSIT's supplier withdraws the underlying service, in which case SSIT will give as much notice as it reasonably can and help the Customer find an alternative.

17.6 **Service changes beyond SSIT's control:** If a third party supplier imposes a reduction in speed or coverage that materially affects the Customer, and SSIT cannot offer a suitable alternative, the Customer may cancel the affected Service without an early termination charge.

17.7 **Customer delays:** If the Customer causes the start of a Service to be delayed by more than 3 months after the Agreement is accepted, SSIT may terminate that Service. Any work completed but not yet invoiced will then be payable within 7 days of invoice.

17.8 **Consequences of termination:** On termination, SSIT will stop providing the relevant Services and all amounts owing by the Customer become immediately due. Charges for the billing period in which termination occurs remain payable, and SSIT will not refund a portion of any monthly charge paid in advance, except where SSIT ends a Service under clause 17.2 or 17.5(e) or (f), in which case SSIT will refund any amount paid for the period after the Service ends. Termination does not release the Customer from any obligation that arose before termination.

18. COMPLAINTS AND DISPUTES

18.1 If the Customer has a complaint or dispute about the Services or these Customer Terms, the Customer should first contact SSIT's support team on (07) 262 1000 or at admin@silverservice.co.nz. If the support team cannot resolve the matter, it will be escalated to SSIT's Director.

18.2 SSIT will acknowledge a complaint within 2 Working Days and aim to resolve it within 10 Working Days, keeping the Customer informed if it needs longer.

18.3 If a dispute is not resolved within 20 Working Days, either party may refer it to mediation by a mediator agreed between the parties. Nothing in this clause prevents either party from applying to the Disputes Tribunal or seeking urgent relief from a court.

19. GENERAL

19.1 **Assignment and subcontracting:** SSIT may assign or transfer its rights and obligations under the Agreement to another party after giving the Customer written notice in advance. SSIT may subcontract the performance of any of its obligations, but remains responsible for them. The Customer may not assign or transfer any of its rights or obligations without SSIT's prior written consent.

19.2 **Invalid clauses:** If any provision of these Customer Terms is invalid, unenforceable or illegal, it will be read down or severed to the minimum extent necessary, and the remaining provisions will continue in full force.

19.3 **Waiver:** A delay or failure by SSIT to enforce any provision is not a waiver of it. A waiver is effective only if given in writing, and a waiver of one breach is not a waiver of any continuing or later breach.

19.4 **Relationship:** The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, trust or employment relationship, and neither party may act for or bind the other.

19.5 **Trusts:** If the Customer enters into the Agreement as a trustee, it does so personally and as trustee, warrants that it has power to do so, and agrees that the Agreement extends to its rights of indemnity against the trust assets.

19.6 **Survival:** Clauses that by their nature are intended to survive termination, including clauses 6, 7, 11, 14 and 15, continue after the Agreement ends.

19.7 **Governing law:** The Agreement is governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

PART B

BROADBAND AND VOICE TERMS

B1. APPLICATION

B1.1 This Part B applies, in addition to Part A, whenever SSIT supplies Broadband or Voice. SSIT supplies these Services using the networks of its wholesale network partner, Local Fibre Companies and other carriers.

B2. CONNECTION AND START OF BILLING

B2.1 Charges for a Broadband Service begin on the date the Service is made ready for service, based on the requested ready for service date, whether or not the Customer has started using it.

B2.2 Where several Services are provisioned together, for example as part of a wide area network, billing begins for each Service as it goes live.

B2.3 Billing for a Voice Service, and its term, begins on the earliest of:

- **(a)** the date service provisioning is complete;
- **(b)** 30 days after the Service Agreement is signed, for Services involving simple (Category A) number ports; or
- **(c)** 90 days after the Service Agreement is signed, for Services involving complex (Category C) number ports.

B2.4 For the purposes of clause B2.3(a), provisioning is complete when the first number port is completed, where several ports are requested, or when new numbers have been allocated to the Service.

B3. PLAN CHANGES

B3.1 Changes to an existing plan take effect from the start of the next billing period.

B3.2 A Voice Service, other than a 3CX Service, may be downgraded during a fixed term, provided that:

- **(a)** the new monthly recurring price is not less than 80% of the price originally contracted for that Service;
- **(b)** the Service has not been downgraded previously; and
- **(c)** the Service is not subject to any special or one-off pricing.

B4. CALL CHARGES AND CREDIT LIMITS

B4.1 Call charges are calculated per minute, with any part minute rounded up to a full minute.

B4.2 Calls made from anonymous numbers to tollfree numbers hosted by SSIT are charged at the mobile inbound rate. Calls made from tollfree numbers to tollfree numbers hosted by SSIT are charged at the landline inbound rate.

B4.3 Calls that exceed a plan's included allowance, and calls to destinations not included in the plan, are charged at the rates set out in the Service Agreement. International destinations other than those listed in the Service Agreement are enabled only on the Customer's written request.

B4.4 To protect the Customer against fraudulent calls, SSIT applies a monthly credit limit to each Voice account. The default credit limit is $1,000 unless the Customer chooses a different limit in the Service Agreement. SSIT is alerted when calls reach 80% of the limit, and will review the account and, where call patterns are genuine, increase the limit within one Working Day so that normal business is maintained. The Customer remains liable for all calls made through its Services, including fraudulent calls resulting from a compromise of the Customer's own equipment or passwords.

B5. CHANGING PROVIDERS AND NUMBER PORTING

B5.1 There may be costs or service disruptions associated with changing telecommunications providers, such as early termination charges payable to a previous provider. The Customer is responsible for understanding the costs, terms and impacts associated with its existing services before switching.

B5.2 The Customer authorises SSIT to request the porting of its phone numbers to SSIT as set out in the Service Agreement. The Customer may port its numbers to another provider at any time, subject to payment of any charges owing and any early termination charge.

B6. ROUTERS, EQUIPMENT AND YOUR PREMISES

B6.1 **Managed routers:** Where SSIT supplies a managed router, the Customer purchases it at the price set out in the Service Agreement and owns it once paid for, in accordance with clause 7.1. Where SSIT has previously supplied the Customer with a managed router that remains suitable, SSIT may configure that router for the Service instead of supplying a new one.

B6.2 **Customer equipment:** Where the Customer uses its own router or equipment, SSIT is not responsible for its performance, compatibility or security, except for configuration work SSIT has agreed to carry out.

B6.3 **Network equipment:** The optical network terminal (ONT) installed by the Local Fibre Company remains its property. Equipment supplied on loan, such as mobile backup devices where stated in the Service Agreement, remains the property of SSIT or its supplier in accordance with clause 7.3.

B6.4 Equipment will be installed in the location directed by the Customer's nominated site contact. The Customer must provide a safe and secure environment for it, including a suitable power supply. SSIT recommends the use of surge protection and, where continuity is important, a backup power supply.

B6.5 An outage caused by stolen or damaged equipment at the Customer's premises is treated as a Force Majeure event and is not subject to restoration targets in any service level agreement. SSIT's wholesale partner holds spare stock and expects 1 to 2 Working Day delivery lead times for most locations.

B6.6 Where a Session Border Controller (SBC) is required for any reason, all hardware, maintenance, deployment and ongoing costs associated with the SBC are the responsibility of the Customer.

B6.7 Where the Customer, its IT provider or another vendor supplies physical handsets, all maintenance, updates, deployment and ongoing costs associated with them are the responsibility of the Customer.

B7. NETWORK MANAGEMENT AND MAINTENANCE

B7.1 SSIT and its suppliers may use network management tools to ensure fair access for all Users, and may end a User's session that has been continuously connected for an extended period.

B7.2 A weekly maintenance window is reserved for network maintenance, currently every Monday from 1:00 am to 5:00 am New Zealand time. Services may be disrupted during this window, but disruptions will be kept to a minimum. Any outage continuing beyond the end of the window will be

treated as a critical priority fault. SSIT may change the maintenance window by giving notice to the Customer.

B8. EMERGENCY CALLS

B8.1 Voice Services rely on the Customer's internet connection and power supply. They are not compliant with the Telecommunications Forum's Emergency Calling Code, and they will not work during a power failure, a Broadband outage, a suspension of the Service or a Force Majeure event.

B8.2 SSIT will use all means possible to process emergency calls to 111, but access to emergency services cannot be guaranteed. The Customer should always have another way to call 111, such as a charged mobile phone.

B8.3 If a Residential Customer, or someone in their household, is at particular risk and depends on a landline to call 111, they should contact SSIT so that SSIT can explain the options available under the Commerce Commission's 111 Contact Code.

B9. SHARING AND RESALE

B9.1 The Customer must not resell the Services, add accounts, or share the Services beyond the Customer's premises or household without SSIT's written permission. Where the Service Agreement states that a Service is supplied for guest, tenant or public use, such as guest Wi-Fi at accommodation premises, the Customer is responsible for that use as a User under clause 5.2.

SCHEDULE 1

DOMAINS, HOSTING, EMAIL AND SOFTWARE

S1.1 DOMAIN NAMES

S1.1.1 SSIT, including when trading as FriendlyDomains, is a reseller of domain name registration services provided by Dreamscape Networks. Domain names are registered through Dreamscape Networks in accordance with the rules of the relevant registry, including the .nz policies published by InternetNZ and the Domain Name Commission for .nz domain names.

S1.1.2 The registrant named in the registration owns the domain name. SSIT will register each domain name with the Customer, or the person the Customer nominates, as the registrant, and SSIT acquires no ownership of it.

S1.1.3 The Customer must provide complete and accurate registrant details, keep them up to date, and comply with the registry rules that apply to its domain names.

S1.1.4 Domain names are registered for the period paid for. SSIT will send renewal notices before expiry, but it is the Customer's responsibility to pay for renewal before the expiry date. SSIT is not liable for the loss of a domain name that expires because a renewal has not been paid.

S1.1.5 On request, SSIT will provide the authorisation code required to transfer a domain name to another provider, in accordance with the applicable registry rules.

S1.1.6 Domain registration fees are non-refundable once the registration or renewal has been processed by the registry.

S1.2 WEBSITE AND EMAIL HOSTING

S1.2.1 SSIT provides website and email hosting on cPanel servers. Each hosting plan includes the storage, mailbox and resource allowances stated in the Service Agreement or on the Website. SSIT may limit a hosting account that uses resources in a way that affects other customers, and will contact the Customer to discuss a suitable plan.

S1.2.2 The Acceptable Use Policy in clause 9 applies to hosting and email. SSIT may suspend an account without notice where it has been compromised, is sending spam or malware, or poses a risk to the server or other customers, and will notify the Customer as soon as practicable.

S1.2.3 The Customer is responsible for the content of its website and email, for keeping its website software, themes and plugins up to date unless SSIT has agreed to do so, and for the security of its passwords.

S1.2.4 SSIT applies spam and virus filtering to hosted email, but cannot guarantee that all unwanted messages will be blocked or that all legitimate messages will be delivered.

S1.3 BACKUPS

S1.3.1 SSIT backs up every hosting account daily and keeps daily backups for 14 days. SSIT also takes a monthly backup on the 1st of each month and keeps it for 3 months. Backups are stored off-site and are overwritten on rotation after these periods.

S1.3.2 SSIT's backups are made for disaster recovery of its servers. They are not a substitute for the Customer keeping its own copies of its website, email and data. SSIT will use reasonable care with its backups but does not guarantee that any particular file or point in time can be restored.

S1.3.3 SSIT will restore data from its backups at the Customer's request where available. Restores requested because of the Customer's own actions may be charged at SSIT's Published Rates.

S1.3.4 When a hosting Service ends, the Customer is responsible for retrieving its data beforehand. SSIT may delete the hosting account and its data 30 days after the Service ends, and backup copies will then expire on their normal rotation.

S1.4 SOFTWARE AND SUBSCRIPTIONS

S1.4.1 Software licences and cloud subscriptions supplied by SSIT are subject to the publisher's licence terms. Some subscriptions carry commitment periods, such as annual terms, that the publisher does not allow to be cancelled or reduced mid-term. SSIT will state any such commitment in its quote, and the Customer must pay for the full commitment period.

S1.4.2 SSIT will only install software that is properly licensed. SSIT will not install, transfer or support unlicensed software.

SCHEDULE 2

REPAIRS, SUPPORT, SET-UP AND DATA RECOVERY

S2.1 BEFORE WE START

S2.1.1 The Customer is responsible for backing up any data it considers important before handing a device to SSIT or allowing SSIT to work on its systems, unless SSIT has agreed in writing to carry out the backup as part of the Services.

S2.1.2 The Customer must remove any removable media, such as USB drives and memory cards, before handing a device to SSIT.

S2.1.3 Time spent diagnosing a fault is chargeable at SSIT's Published Rates unless a fixed price has been quoted. SSIT will contact the Customer for approval before carrying out repairs that exceed any agreed estimate.

S2.2 ACCESS TO YOUR DEVICES AND DATA

S2.2.1 To carry out the Services, SSIT's technicians may need to access the Customer's devices, accounts and data, either onsite or by remote support. SSIT will only connect remotely with the Customer's permission or as agreed under a managed services arrangement, and will treat any information it sees as confidential in accordance with clause 14 and SSIT's Privacy Policy.

S2.2.2 If SSIT discovers objectionable material, or material that SSIT reasonably believes to be illegal, SSIT may stop work and report it to the relevant authorities.

S2.3 DATA AND DATA RECOVERY

S2.3.1 SSIT will take reasonable care to protect the Customer's data while carrying out the Services. Subject to the Consumer Protection Legislation, SSIT is not liable for any loss or corruption of data, except to the extent caused by SSIT's negligence, and SSIT's liability is limited in accordance with clause 11.

S2.3.2 Data recovery and disaster recovery depend on the condition of the device, media or system involved. SSIT will use reasonable care and skill but cannot guarantee that any data can be recovered. Recovery work is chargeable whether or not the data is recovered, unless SSIT has quoted otherwise.

S2.3.3 Where SSIT provides an ongoing backup, restore image or disaster recovery service, its scope, frequency and retention will be set out in the Service Agreement or quote.

S2.4 SCOPE OF WORK

S2.4.1 Unless otherwise agreed in writing, the Services do not include:

(a) support for software, hardware or systems not supplied by SSIT, beyond reasonable compatibility checks;

(b) faults caused by the Customer's misuse, accidental damage, power surges, or changes made by the Customer or a third party;

(c) training in the use of software or devices; or

(d) courier, freight, parts or third party charges, which will be passed on at cost plus SSIT's margin as set out in the quote.

S2.4.2 Second-hand or refurbished Goods supplied to a Business Customer are supplied in their existing condition, without warranty except as stated in the quote. Residential Customers retain their rights under the Consumer Guarantees Act 1993.

S2.5 UNCOLLECTED DEVICES

S2.5.1 SSIT will notify the Customer when a device is ready for collection. If a device is not collected within 3 months after that notice, and after SSIT has made reasonable further attempts to contact the Customer, SSIT may charge reasonable storage costs and may sell or dispose of the device as permitted by law, applying any proceeds towards amounts owing. SSIT will securely erase any data on a device before disposing of it.