

Terms and Conditions – Service connection guarantee for “Moves offer”-eligible business customers

1. Our Guarantee

We guarantee that:

A fibre connection will be active; and

If ordered as part of the sign up, at least one (1) working desk phone will provide a dial tone at the address specified during sign-up, no later than three (3) business days after the order confirmation date or the customer’s specified move-in date, whichever is later.

2. Customer Responsibilities

For this guarantee to apply, the customer must:

- Provide Now Business (or its authorised representative) with the intended date of occupancy (the date the new premises will be occupied).
- Notify Now Business of any change to the date of occupancy at least three (3) business days before services are required at the new address.
- Understand that this guarantee does not apply if the date of occupancy is changed to a date fewer than three (3) business days after Now Business is notified of the change.
- Advise the Now Business onboarding team of the date of occupancy if it was not provided at sign-up.
- Ensure that any date of occupancy provided is acknowledged and confirmed by a Now Business onboarding team member before connection can be arranged.

2. Eligibility Criteria

To qualify for this guarantee, the following conditions must be met:

Landing Page registration: The customer must register their interest through the website, landing page, or web form they are directed to after clicking digital display or search advertising related to this “Moves” offer.

- **Fibre availability:** Fibre must be available or able to be installed at the new premises, as confirmed by our network coverage tools or provisioning team.
- **Fixed Wireless availability:** If fibre is not yet installed at the property, fixed wireless internet coverage must be available at the property for this guarantee to apply.

- **Business customer status:** The customer must be a GST-registered business entity under the New Zealand Companies Register, **OR** a sole trader with an NZBN number.
- **Confirmed order:** The customer must have signed a service agreement and provided all necessary information to initiate provisioning.

3. Copper to Fibre Transition

If the customer is transferring from a copper connection:

- The service will be upgraded to fibre broadband.
- If fibre is not installed at the property, this will be treated as a **new fibre connection** and will take four (4) to twelve (12) weeks to complete.
- In the interim, we will provide optional temporary **wireless broadband** to ensure continuity of internet access until fibre is provisioned. If provided, wireless broadband will **be charged at the same rate** as the fibre connection for which the customer has signed up.
- Wireless broadband is subject to availability of fixed wireless internet and 4G coverage at the premises being provisioned.
- The three business-day guarantee applies to the activation of either fibre or wireless broadband, whichever is available first.
 - “Activation” is defined as the provisioning of fibre or wireless broadband being completed at the provided address during sign-up. It **does not** refer to the access the customer has to the internet dependent on customer-owned hardware, e.g., computers, routers, servers, mobile phones.

4. Hardware and Compatibility

- We are **not responsible** for the functionality of third-party IoT devices (e.g., security cameras, smart sensors) on our network.
- We do **not guarantee** compatibility of existing Wi-Fi routers. However, business-grade routers capable of WiFi 6 are generally compatible with our network.
- Customers may be required to reconfigure or replace routers if compatibility issues arise.

5. Definition of “Three (3) Business Days” and “Day One”

“Three business days” refers to the **maximum legally applicable timeframe** excluding weekends and public holidays.

Day 1 is defined as the **later** of:

- The date the business begins operating from the new premises, or

- The date the onboarding manager confirms the order and provisioning process has commenced.

6. Guarantee Fulfilment and Compensation

If we fail to meet the three-business-day activation timeline:

- The customer will receive **three (3) months of services at no cost**, comprising the services requested specifically to be connected at the new property, including:
 - Fibre broadband at the speed and data allocation chosen during sign up (e.g., Everyday Fibre, Fibre 900, etc...)
 - Our cloud phone system ("Reach") - the total cost of each licence instance and any software add-ons, excluding any hardware purchased or leased from Now Business.
 - Any costs of installation, whether provided by Now Business, are not included.
- No exit fees will apply during this period.
- **If the customer is eligible, this reward will be applied via an account credit** in New Zealand dollars equal to the cost of 3 months of the services outlined above in this section.
 - The first bill will contain charges for the partial month. The above credit will be applied in the next bill for the **first full month**.

7. Limitations and Exclusions

- This guarantee does **not apply** where fibre and wireless broadband are both unavailable at the premises.
- There are **no early termination fees** in this agreement. However, if the services are cancelled by the customer, any remaining credit amount is forfeited and **cannot be refunded in cash**.
- For the avoidance of doubt, the three-business-day guarantee excludes delays attributable to third-party infrastructure providers, property access issues, or incomplete or inaccurate customer information.
- The guarantee is **non-transferable** and applies only to the initial activation at the new premises.

8. Force Majeure

We are not liable for delays or failure to deliver services due to events beyond our reasonable control, including but not limited to natural disasters, government actions, strikes, or disruptions in third-party infrastructure.

9. Customer Obligations

To ensure timely provisioning, customers must:

- Provide accurate and complete information during onboarding.
- Ensure access to the premises for installation or activation.
- Respond promptly to communications from our onboarding manager.

10. Dispute Resolution

Any disputes arising from this guarantee will be resolved through good faith negotiation. If unresolved, disputes may be referred to mediation or arbitration in accordance with New Zealand law.

11. Privacy and Data Use

Customer data collected during onboarding and provisioning will be used solely for service delivery and support. We comply with all applicable data protection laws and will not share customer data with third parties without consent, except where required by law.

12. Acceptance of Terms

By engaging our services and accepting this guarantee, the customer agrees to the terms outlined herein. This document forms part of the service agreement and is binding upon acceptance.

Where these terms conflict with our standard Business Terms or applicable Service Schedule, these guarantee terms will take precedence for Moves offer eligible customers.