

Offer Terms and Conditions: Rental Routers

### **Promotional Information**

Terms and method of Rental Routers:

Rental routers may either be included in the price of your monthly plan, or charged as an addition to your monthly plan fee, as set out in the offer summary applicable to your plan when you sign up or select a new plan.

Rental routers are only available when defined by your applicable offer summary as a rental. You should note that not all models of routers are available to rent.

These terms and conditions are specific for the router we provide to you in the plan that you select, and apply in tandem with the specific promotions and plans terms and conditions and the general terms and conditions which govern the use of your service in New Zealand.

For further details on these please go to <a href="https://myrepublic.net/nz/legal/">https://myrepublic.net/nz/legal/</a>

### **Equipment:**

Ownership of rental routers supplied, remains with MyRepublic for the duration of the contract. At the end of the contract term, the Customer will have the option to purchase the router at a fair market value at that point of time.

Routers rented to you may receive upgrades of software or middleware remotely by MyRepublic from time to time. This is to ensure optimal functioning of the equipment and to ensure ongoing compatibility with networks.

We reserve the right to supply you with rental routers that are refurbished, i.e. routers that may have been used previously by another customer. Prior to delivery to you, we will ensure that these routers are tested to be in good working order and have been reset to factory defaults.

### Transfer of ownership:

Ownership of rental routers supplied, remains with MyRepublic for the duration of the contract. Customers who choose the rental router option may, part way through the existing plan, choose to purchase the same router. The Customer may do so by paying the full retail price of that router. The retail price shall be the fair market value of the router which is equivalent to the number of full months remaining in the minimum term. The retail price to be paid will not take into account any amounts already paid to MyRepublic under the prior rental arrangements.

### Installation:

Routers are delivered to you prior to installation. They are self-service "plug and play" devices. Where available, routers will be installed by the technician from the local fibre company.

# Information About Wi-Fi Router Pricing

Pricing varies based on the plan and router you choose. This is covered in the offer summary of your plan.

Unless specified otherwise in the promotional offer, if you wish to upgrade or downgrade the device, you can do so for a Router Change Processing fee as defined by the list of one-time charges on the website, providing you return your existing router at your own expense.

### Terms of Return:

If a router is found to be Unusable upon its return to MyRepublic, you will need to pay the full retail price of the router and will have the option of starting a new rental.

Unusable routers may include any of the following: missing power pack, missing cables, missing or dislodged components or parts, water damage, dirt, dust, debris, disfigured, marked, foreign matter or any damage or misuse other than fair wear and tear.

### **Faulty Equipment:**

If the router we rent to you is diagnosed as faulty, we will send you a replacement router and a return bag. This is applicable for the duration that you are on an active plan with a rental router subscription.

If your current model of router is unavailable, we will send you a replacement router offering similar functionality depending on stocks available at the time.

Your faulty router will be tested once returned to us. If we find that the router has been damaged or misused you will be charged the retail price of the damaged router plus a "no fault found" fee as defined on the One Time Charges section of the website.

If we find that the router was misdiagnosed due to incorrect information provided by you during diagnosis you will be charged a "no fault found" fee as defined on the One Time Charges section of the website.

# Warranty:

Routers are provided with a manufacturer's warranty. This may vary from one model of router to another.

# Changing plans & Moving address:

If you are already subscribed to a plan in which you are purchasing a router, you must first complete those repayments in full, before you start a router rental. It is not possible to switch from a router purchase plan to a rental plan until after the purchased router is fully paid up. You may however sign up for a separate plan that offers or includes a rental router to enjoy any other benefits of that plan, such as pricing changes or a speed upgrade.

If you change plans during the period of your plan or after your original plan has expired, the new plan may offer a different model of router. If you switch from a rental router to a router that must be purchased, additional fees may apply.

if you relocate to an address where Fibre is unavailable, and your rental router is not compatible with VDSL, we will supply a new rental modem/router that is compatible with VDSL. The VDSL router may not have the same specifications as your existing router, but will be compatible with VDSL.

### **Termination Billing Cycle:**

When you cancel your subscription or terminate your service, you must return the router to MyRepublic.

If you cancel your subscription, or terminate your service and you do not return the router in working order within 21 calendar days from cancellation or termination, you will be charged the retail value of the router, as applicable at the time the router was provided to you.

This charge is applicable in addition to any applicable Early Termination fees as part of your plan.

You are to return the router to us at your own cost and expense, via courier to MyRepublic, at the address provided to you by us at time of termination. Unless we advise you, we are not staffed to accept in-person delivery.

There is a missing cable fee as defined in the one-time charges section of the website.

#### **Personal Information:**

We reset all routers to factory defaults before being shipped to customers, to erase any settings that you may have saved on your router.

To prevent misuse of any data, including personal data, that you may have stored in the router rented to you, we strongly recommend that you carry out a "factory reset" of the router supplied to you, prior to returning it to MyRepublic.

# Limitations & qualifications:

MyRepublic does not guarantee the functioning or performance of any non-MyRepublic branded router. Your sole claim would be to the manufacturer directly under their available warranty.

To the maximum extent permitted by law, MyRepublic excludes all liability for loss or damage arising directly or indirectly in connection with the use of rental routers.

### **Other Information**

### **Customer service:**

For customer service and to access MyRepublic's internal dispute resolution scheme, please call us on 0508 693 4273 or visit <a href="mayrepublic.co.nz">myrepublic.co.nz</a>

# Complaints and disputes:

If you have a problem or complaint about your service, or to access information on MyRepublic's dispute resolution scheme, please call us on 0508 693 4273 or visit myrepublic.co.nz.

Disputes are subject to the laws of New Zealand

# Billing:

Your service is invoiced on the same date each month (e.g. 1st of every month). We bill you in advance for the minimum monthly charge and in arrears for calls not included in the minimum monthly charge.

This is a summary only. For the full pricing, terms and conditions applicable to this service, please visit <a href="https://myrepublic.net/nz/">https://myrepublic.net/nz/</a>

User Terms and Conditions: MyRepublic's <u>General Terms & Conditions and Residential Broadband</u> Terms and <u>Conditions</u> shall apply to this Offer.

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