

# Product Schedule

## for Pulse Energy Fixed Wireless Broadband

This is the Product Schedule referred to in our standard residential terms and conditions for the supply of broadband (**Standard Terms**). All capitalised terms used in this schedule have a particular meaning which is specified in the Standard Terms.

These terms apply to customers on **Fixed Wireless Broadband** in addition to the Standard Terms and 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. Any capitalised terms set out in this Product Schedule which are not defined in this Product Schedule have the same meaning as set out in the Standard Terms.

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

The Services in this Product Schedule are only available to residential customers who currently have Fixed Wireless Broadband or an ADSL/VDSL connection at their property. We have the right to terminate the Services if your eligibility changes for any reason.

### 1. Fixed Wireless Broadband Service

- 1.1. You can select a Fixed Wireless Broadband 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.
- 1.2. Fixed Wireless Broadband is only available when you have your Electricity with us. If you no longer have your Electricity with us, then your Fixed Wireless Service will automatically be terminated effective from the date your Electricity account is closed.
- 1.3. Our Phone Service is not available for this plan.
- 1.4. Your modem can only be used to receive the Wireless Broadband Service at the location specified at the time of sign-up. If you are moving house, please contact us. If we identify that you have used the modem at any address other than the specified location, we may terminate this agreement.
- 1.5. Rates applicable to this Service are GST inclusive and may be amended from time to time. The most recent rates can be found on our website or Schedule of Fees: [pulseenergy.co.nz/fees](http://pulseenergy.co.nz/fees)

### 2. Initial Term

- 2.1. Pulse Energy Fixed Wireless Broadband has a 12-month term contract. An Early Termination Fee will apply if you cancel within 12 months.

### 3. Set Up Charges

- 3.1. 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 Fixed Wireless Modem Fee will apply if the modem is not returned within 20 days.

### 4. Fixed Wireless Modem Fee

- 4.1. We will provide you with a modem to access our service. Once installed, you are responsible for its care and condition.
- 4.2. If it becomes faulty due to normal use, we will replace it free of charge.
- 4.3. If damaged outside of normal use or lost, a Fixed Wireless Modem Fee will apply.
- 4.4. Customers are responsible for couriering any failed or damaged modems back to Pulse Energy.
- 4.5. You must return the modem within 20 days of cancelling your wireless broadband service. A \$250 Fixed Wireless Modem Fee will apply if it is not returned.
- 4.6. Ownership of modems supplied remains with Pulse Energy. Modems must be returned to us or our nominated third party when you cease using our Service with us. We will provide you with a pre-paid courier return bag.

## 5. Early Termination Fee

- 5.1. If you cancel your Fixed Wireless Broadband within 12 months of signing up, an early termination fee of \$150 applies, along with a Fixed Wireless Modem Fee if you do not return your modem within 20 days.

## 6. Late Payment

- 6.1. 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.

## 7. Termination of Services

- 7.1. 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 terminate within the Initial Term of 12 months, an Early Termination Fee will apply, and a Fixed Wireless Modem Fee may apply.

## 8. SIM Card Use

- 8.1. Your modem includes a SIM card, which must not be removed or used in any other device. It remains the property of Pulse Energy and must be returned on request.

## 9. Emergency

- 9.1. Fixed Wireless Broadband modems require mains power. If there is a power failure, the Service will not be available to contact emergency services. If you are a vulnerable customer, please see the information about the 111 Contact Code on our website: [pulseenergy.co.nz/contact-111-code](http://pulseenergy.co.nz/contact-111-code). We strongly advise all customers to have a backup option, such as a mobile phone, in case of an emergency during a power outage.

## 10. Fair Use Policy

- 10.1 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 the webpage [pulseenergy.co.nz/broadband/fair-use-policy](http://pulseenergy.co.nz/broadband/fair-use-policy)