

## EPIC UNLIMITED PLAN - TERMS AND CONDITIONS

### January 2019



Welcome to NOW. Please read these terms and conditions carefully as they set out the basis on which we will provide services to you.

- 1. General** - Epic Unlimited broadband service is delivered by the fibre network. The following terms apply together with the [General, At Home Fibre](#) and [Techspert](#) terms and conditions.
- 2. LFC** - You will also be bound by your Local Fibre Company's (LFC) End User Terms. The LFC's end user terms relate to the provision (including installation) and use of that part of the LFC's network which is located on your premises. Your LFC's current end user terms can be found [here](#).
- 3. Techspert Visits** – 2 visits per year are included in this plan. Visits are of a one hour maximum duration and must be to the home where the broadband connection is active; visits that last longer than one hour will be charged at standard Techspert rates (we will notify you if the visit is going to start to incur additional charges) First year visits will become available from your connection date or transfer date to this plan and subsequent years will renew on the anniversary of the first year date. Techspert visits do not accumulate across years, any unused visits within a 12 month period from your anniversary date will expire at the end of the 12 month period. Additional Techspert visits within any year will be charged at standard Techspert rates.
- 4. Home Tech Phone Support** – the use of our home tech support team (via the phone) is subject to fair use. Fair use being defined as fair, reasonable and not excessive, as reasonably determined by NOW, referencing average and/or estimated typical household usage of our home tech support team.
- 5. 10% Product Discount** – Eligibility for 10% product code discount applies only to this plan. If you decide to change your plan, the discount code will become void. The plan discount code cannot be passed onto other people (e.g. friends or family). NOW reserves the right to decline purchases made, using the discount code, where the purchaser is someone other than the account holder.
- 6. Early Termination Fee** – Customers on a 12-month contract term will be required to pay a maximum ETF of up to \$199 if the service is terminated during the minimum service term, unless an offer is used in which case the ETF terms of that offer will be applied.
- 7. Speeds** – NOW is committed to providing a consistent and reliable service. However, our plan speeds represent the theoretical maximum speeds at which you are able to send data to or receive data from our network. Actual speeds you experience depend on many different factors such as your equipment's capability, your premises' connection, wiring and internal Wi-Fi, interference, number of users in your household, and many other factors. Therefore, we cannot guarantee connection speed bandwidth, latency (delay) or bit rate through the network that we use to provide our services.
- 8. Billing** - Epic Unlimited charges exclude:
  - one off non-standard installation charge (if any);
  - one off \$14.95 modem postage fee (except where pickup has been selected);
- 9. Changing these terms** – NOW reserves the right to make changes to plans and terms. We will provide you with a minimum of ten working days (one month where possible) notice.

If you have any questions regarding your account, the services or these terms please contact us at 0800 438 669, or visit [www.nownz.co.nz](http://www.nownz.co.nz).