RouteSphere

Business Terms and Conditions — Cloud PBX, Business Numbers, 0800/0508 and Broadband Services

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1. About these terms

These terms form a binding agreement between RouteSphere, NZBN 9429048927680 (**we**, **us**, **RouteSphere**) and the customer named on the accepted quote or order form (**you**). They apply to every service we supply to you.

Your agreement with us is made up of the following, in order of precedence if they conflict:

- any separate written agreement we have signed with you for special pricing or a fixed term;
- the quote or order form you accepted, including the plan and pricing;
- these terms and conditions, including the Fair Use Policy in Schedule 1.

You accept these terms when you sign or accept a quote, place an order, or begin using the services — whichever happens first.

Everything we supply is open term — month to month — unless you have signed a separate written agreement with us for a fixed term. Where such an agreement exists, its pricing and term apply in place of anything inconsistent in these terms.

2. We supply to businesses only

> RouteSphere supplies telecommunications services to businesses and organisations only. We do not supply residential, household or personal services, and our services must not be acquired for personal, domestic or household use.

By entering into this agreement you confirm that:

- you are in trade, and are acquiring the services for the purposes of a business or organisation;
- you are not acquiring the services for personal, domestic or household use;
- the person accepting these terms has authority to bind you; and
- you will tell us promptly if any of this stops being true.

If we find that services are being acquired or used for personal, domestic or household use, we may move you to different terms, or end the affected service on 30 days' written notice.

Services may of course be used by your staff while they work from home. That does not make the service a residential one — the account, the contract and the liability remain with your business.

3. The services we provide

Cloud PBX (hosted phone system)
A cloud-based business phone system delivered over the internet, including the features set out in your plan. Depending on your plan this may include auto-attendant, call queues and hunt groups, call transfer and forwarding, voicemail-to-email, call recording, softphone applications and Microsoft Teams calling.

Numbers
New Zealand regional numbers, 0800/0508 toll-free numbers and, where ordered, Australian numbers. Numbers are allocated to you for use while you hold an active service, and are subject to the New Zealand numbering plan.

Broadband
Wireless (4G/5G) or fibre broadband as specified on your quote. Broadband availability depends on coverage and

network capacity at your service address and is not available everywhere. Wireless services are authorised for use only at the address you give us; tell us before you move the service, as it may not be available at another address.

We supply these services as a retail provider, using wholesale network services supplied to us by our upstream carriers. We do not own the underlying network.

4. Emergency calls (111) and power failures

> **IMPORTANT — PLEASE READ THIS AND SHARE IT WITH YOUR STAFF.**
>
> Our voice services are delivered over the internet. They will not work in a power failure, during an internet outage, or if your broadband connection fails. This includes calls to the 111 emergency service.
>
> You must make sure a charged mobile phone is available at each premises where our services are used, so that 111 can be called during an outage.

Location information. When 111 is called from our service, the address we hold for that number is what is passed to emergency services. It does not automatically reflect where the caller actually is. You must tell us promptly whenever your service address changes, and must not use our numbers at an address we have not recorded.

Vulnerable consumers. We supply business services, so the Commerce Commission's 111 Contact Code will not apply to most of our customers. It can still apply where a person ordinarily resides at premises we supply — a home office, a flat above a shop, or staff accommodation, for example.

The Code protects people who are at particular risk of needing to call 111 and who have no means of doing so for a continuous eight-hour period during a power failure. Where someone resides at premises we supply, they — or someone on their behalf — may apply to us to be recognised as a vulnerable consumer. If we accept the application we will supply an appropriate means of contacting 111 at no cost. We will not refuse or withdraw service because we know or suspect someone is a vulnerable consumer. To apply, email info@routesphere.net.

If you are putting our service into a home — for a staff member working from home, or at a residential site — you must tell that person about the limitations in this clause before the service goes live.

5. Term, and how the agreement ends

Open term is the default
All services are supplied on an open term, month to month basis. There is no minimum term and no early termination fee. You may cancel any service by giving us 30 days' written notice.

Fixed term agreements
Where you have signed a separate written agreement for a fixed term — usually in exchange for special pricing, included equipment or a waived connection charge — that term applies to the services it covers.

If you cancel a fixed term service before the term ends, an early termination fee applies. Unless a different amount is stated in the pricing you signed, that fee is **40% of the remaining charges for the unexpired part of the term**. Any leased equipment must also be returned to us as set out in clause 11. We will tell you the exact amount before your cancellation takes effect.

No early termination fee applies where you cancel because of a change we make under clause 7, or because we have materially breached this agreement.

Ending the agreement for cause
Either of us may end this agreement immediately by written notice if the other materially breaches it and does not remedy the breach within 14 days of being asked to, or becomes insolvent.

We may also end or suspend a service where our upstream carrier stops supplying it to us, where we are required to do so by law or by a regulator, or where continuing to supply it would breach the numbering plan or a network operator's requirements. Where we do this for a reason that is not your fault, we will give you as much notice as we reasonably can, and refund any charges you have paid in advance for service you do not receive.

6. Charges, billing and payment

- All prices are in New Zealand dollars and, unless stated otherwise, exclude GST.
- Monthly service charges are billed in advance. Call charges and usage over an included allowance are billed in arrears.
- Services added part-way through a billing cycle are charged pro rata. Services cancelled part-way through a cycle are charged to the end of that cycle and are not refunded pro rata.
- Included calling allowances are for the billing month, do not carry over, and have no cash value.
- Invoices are payable by the due date shown on the invoice.
- If an invoice is not paid by its due date we may charge a late payment fee and interest on the overdue amount at the rate shown on your invoice, and may recover our reasonable costs of collection. These amounts will be a genuine estimate of our costs.
- We may suspend services where an undisputed invoice is still unpaid 14 days after we have given you written notice. We will restore service promptly once payment is received, and may charge a reconnection fee.
- If you dispute an invoice in good faith, tell us within 14 days. You must pay the undisputed part while we investigate, and we will not suspend service over the disputed amount.

Credit checks

You authorise us to obtain credit information about you — and, where you are a company, about your directors and any guarantors — from credit reporting agencies, and to give those agencies information about your account. We may require a deposit, a personal guarantee or a credit limit as a condition of supply.

7. Changes to prices and terms

We may change our prices or these terms. If a change would disadvantage you in more than a minor way, we will give you at least 30 days' written notice before it takes effect, and you may cancel the affected service without charge — including without any early termination fee — by telling us before the change takes effect.

We may make changes that benefit you, or that have no material effect on you, without notice.

8. Your responsibilities

- Give us accurate information, including your service address and the address for each number, and keep it current.
- Provide a suitable power supply, internet connection and internal network at your premises. Our voice quality depends on your internet connection, and we are not responsible for problems caused by a connection or equipment we did not supply.
- Keep your account credentials, PINs and portal logins secure. You are responsible for all use of the services through your account, including calls made by anyone who gains access to it, unless that access resulted from our failure.
- Tell us immediately if you suspect unauthorised use, toll fraud or a compromised account.
- Make sure everyone who uses the services at your organisation knows about the 111 limitations in clause 4.

9. Acceptable use

You must not use the services:

- to break the law, or to infringe anyone's rights;
- to send unsolicited commercial electronic messages in breach of the Unsolicited Electronic Messages Act 2007;
- to make nuisance, offensive, abusive, threatening or hoax calls, including hoax calls to emergency services;
- in a way that damages, interferes with or degrades the network or other users' service; or
- to resell, re-supply or wholesale the services to any third party without our prior written consent.

Our Fair Use Policy, which forms part of this agreement, is set out in Schedule 1.

10. Numbers and porting

- Numbers are allocated under the New Zealand numbering plan. You do not own a number, but you have the right to port it to another provider while your account is in good standing.
- We will port numbers in for you where the losing provider permits it. Porting charges are shown on your quote. A port cannot always be completed — for example where the number is not portable, or your account details do not match the losing provider's records.
- If you leave us, we will release your numbers for porting, provided your account is paid up to date. We will not withhold a number over a disputed amount.
- We may recover a number that has not been used for six months after a service is cancelled.

11. Equipment

Leased equipment

Modems, routers and other devices we supply as part of your service — including a device included with your plan — are leased to you, unless your quote shows that you are buying them.

- Leased equipment is, and remains at all times, the property of RouteSphere. You do not own it, and you must not sell, lend, give away, modify or allow any security interest to be taken over it.
- Leased equipment comes with a **2-year warranty** against manufacturing faults. If a leased device fails because of a manufacturing fault during the warranty period, we will repair or replace it at no charge.
- You must take reasonable care of leased equipment and keep it at your service address.
- If a leased device is damaged, lost or stolen while in your care — other than through a manufacturing fault or fair wear and tear — and needs to be replaced, a **replacement charge of $299 + GST** applies.
- When a service ends, for any reason, you must return the leased equipment for that service to us in good working order within 14 days. If it is not returned within that time, or is returned damaged, we may charge you **$299 + GST** per device.

Equipment you buy from us

- Equipment your quote shows you are buying becomes yours on full payment. Risk passes on delivery.
- Manufacturer warranties apply to equipment we sell to you, and we will pass the benefit of those warranties through to you.

Your own equipment

If you use your own equipment, you are responsible for making sure it is compatible and correctly configured. We can offer only limited support for equipment we did not supply, and you remain liable for the charges if your own equipment stops the service working.

12. Service levels, support and faults

We will use reasonable care and skill to provide the services, and will restore faults as soon as reasonably practicable. We provide first and second level support. Faults within the underlying network are escalated to our upstream carrier, and restoration times for those faults are outside our control.

Support hours are shown on our website. After-hours support is available where you have purchased it.

We do not guarantee that the services will be uninterrupted or fault free. Services may be interrupted for planned maintenance — we will give you reasonable notice where practicable — or for urgent maintenance, network faults, or an emergency.

Broadband speeds quoted are maximum or typical speeds and are not guaranteed. Wireless broadband performance depends on distance from the cell site, network congestion, the modem in use and your Wi-Fi setup. Our carrier may also manage traffic at times of congestion. On capped plans, speeds are reduced once the included data is used, until the next billing cycle.

13. Call recording and monitoring

Where your plan includes call recording, you control whether it is switched on and for which users. If you enable call recording, **you are responsible for complying with the Privacy Act 2020** and the Crimes Act 1961 in relation to those recordings — including telling callers that calls are recorded, having a lawful purpose for the recording, storing recordings securely, and responding to any request a person makes to access their own information.

We provide the recording function. We are not the agency responsible for how you choose to use it.

14. Privacy

We collect and handle personal information in accordance with the Privacy Act 2020.

- We collect information you give us, information about your use of the services (including call records), and credit information.
- We use it to provide and support the services, to bill you, to manage credit risk, and to meet our legal obligations.
- We share it with our upstream carriers and suppliers so the services can be delivered, with credit reporting agencies, and where the law requires — including under the Telecommunications (Interception Capability and Security) Act 2013 and on lawful request from a law enforcement agency.
- You may ask to access or correct personal information we hold about you by emailing info@routesphere.net.

Some of our suppliers may store information outside New Zealand. Where that happens, we take reasonable steps to ensure comparable privacy safeguards apply.

15. Liability

Consumer Guarantees Act and Fair Trading Act
Our services are supplied to businesses only, as set out in clause 2. You acquire them in trade and for business purposes, and both of us are in trade.

On that basis, and as we have both agreed in writing, the Consumer Guarantees Act 1993 does not apply to our supply of services to you, and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply. You acknowledge that it is fair and reasonable for both of us to be bound by this clause, and that our pricing reflects it.

This does not affect the Fair Trading Act's unfair contract terms rules, which apply to standard form small trade contracts and cannot be contracted out of.

Limits
Subject to the above, and to the extent permitted by law:

- neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue, business, goodwill, data or anticipated savings;
- our total liability to you in any 12-month period is limited to the charges you paid us for the affected service in the 12 months before the event giving rise to the claim; and
- we are not liable for loss caused by your equipment, your internet connection, your own acts or omissions, or an event outside our reasonable control.

Nothing in this agreement limits liability that cannot be limited by law, including liability for fraud, wilful misconduct, or personal injury or death caused by our negligence.

To the extent permitted by law we are not liable for any failure of the services to carry a 111 call. This does not remove our obligations under the 111 Contact Code, and does not limit liability for death or personal injury caused by our negligence.

16. Events outside our control

Neither of us is liable for failing to meet an obligation — other than paying money — where the failure is caused by an event outside our reasonable control, including a natural disaster, an outage or failure of an upstream network, a power failure, an act of government, or an act of war or terrorism. If such an event continues for more than 30

days, either of us may end the affected service on written notice.

17. Complaints

If something goes wrong, contact us first on +64 9 391 0055 or at info@routesphere.net. We will acknowledge your complaint within two working days and aim to resolve it within 10 working days. If we cannot, we will tell you why and how long we expect to take.

If we cannot resolve your complaint between us, you may raise it with the Commerce Commission, which enforces the Fair Trading Act and telecommunications regulation in New Zealand, or take it to the Disputes Tribunal or the courts. Complaints about a vulnerable consumer's ability to contact 111 during a power failure may also be referred to Telecommunications Dispute Resolution, which can consider those complaints against any retail landline provider.

18. General

- **Assignment.** You may not transfer this agreement without our written consent, which we will not unreasonably withhold. We may transfer it to a purchaser of our business on notice to you.
- **Notices.** Notices may be given by email to the address on your account, by post, or through the customer portal. Email notices are treated as received on the next working day.
- **Entire agreement.** This agreement records everything agreed between us about the services and replaces earlier discussions, other than any statement we have made that it would be misleading to disclaim.
- **Severability.** If any part of this agreement is unenforceable, the rest continues to apply.
- **Governing law.** This agreement is governed by New Zealand law, and the New Zealand courts have non-exclusive jurisdiction.

Schedule 1 — Fair Use Policy

Forms part of the RouteSphere Business Terms and Conditions · Effective 23 October 2026

This policy explains what we mean by fair use of our services. It exists for two reasons: to keep the network working well for everyone, and because our upstream carrier imposes these limits on us, so we must pass them on to you.

1. What unlimited and included calling means

Plans described as unlimited, or that include a calling allowance, are intended for ordinary business use by your own staff, making and receiving calls in the normal course of your business. They are priced on the assumption of normal business calling patterns.

2. What is not fair use

Included and unlimited calling must not be used for:

- auto-dialling, predictive dialling, robocalling or any machine-generated calling;
- telemarketing, cold calling campaigns, or market research calling;
- operating a call centre or contact centre, or any similar high-volume outbound calling operation;
- continuous, permanent or looped call forwarding, or using a line primarily to forward calls to another network;
- calls to premium rate, directory or audiotext services (these are charged separately at our published rates in every case);
- conference bridging or call broadcasting services resold to others;
- reselling, re-supplying or sharing the service with anyone outside your organisation; or
- any use intended to avoid call charges that would otherwise apply.

3. What we consider

We do not set a hard minute cap. When we assess whether usage is fair, we look at the pattern rather than a single month, including:

- total minutes per user compared with other customers on the same plan;
- the ratio of outbound calls to unique numbers, and call durations;
- the number of concurrent calls relative to the users on the account; and
- whether calling is consistent with the business you have told us you operate.

4. What happens if usage is outside this policy

We will contact you first. We will tell you what we have seen, and give you a reasonable opportunity — at least 10 working days — to bring usage back within this policy.

If usage continues outside the policy after that, we may do any of the following, having given you notice:

- move you to a per-minute plan on our published rates;
- charge for the excess usage at our published per-minute rates;
- apply a concurrent call limit to your account; or
- if the usage is extreme or repeated, suspend or cancel the affected service under clause 5 of the terms.

We will not apply charges retrospectively for usage before we have contacted you, unless the usage was fraudulent or deliberately concealed.

5. Immediate action

We may act without prior notice where usage is fraudulent, unlawful, poses a security risk, or is causing material harm to the network or to other customers. We will tell you as soon as we reasonably can afterwards, and explain why.

6. Toll fraud

If your account is compromised and used to make fraudulent calls — for example through a stolen SIP password or an unsecured handset — you remain responsible for the charges, unless the compromise resulted from our failure. Tell us immediately if you suspect this has happened; the faster we know, the more we can limit.

We monitor for unusual calling patterns and may bar high-cost international destinations on your account by default. You can ask us to unbar them.

7. 0800 and 0508 numbers
Inbound calls to your toll-free number are charged to you at our published rates. You are responsible for those charges, including where the volume results from your own marketing, a call campaign, or nuisance or malicious calling. If you are receiving abusive or repeated nuisance calls, tell us and we will block the callers where we reasonably can.

8. Broadband data
On plans with an included data allowance, speeds are reduced once that allowance is used, until the next billing cycle. On plans described as unlimited, there is no data cap, but the service remains subject to this policy and to our carrier's network management at times of congestion. Wireless broadband is supplied for use at the address on your account only.

9. Changes to this policy
We may update this policy. Where a change would disadvantage you in more than a minor way, we will give you 30 days' notice and you may cancel the affected service without charge, as set out in clause 7 of the terms.

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