

ROUTER EQUIPMENT SUPPLY TERMS & CONDITIONS.



Effective date 7 March 2024

1 APPLICATION

- 1.1 These Router Equipment Supply Terms ("Equipment Terms") apply to Mercury's supply of broadband equipment (Equipment) to you as a residential customer and where you:
- (a) receive free broadband equipment from Mercury; and/or
 - (b) choose to purchase broadband equipment from Mercury, as part of using Mercury's residential broadband services.
- 1.2 These Equipment Terms are in addition to Mercury's General Residential Terms, Phone and Internet Terms, and Privacy Policy which also apply. To the extent of any inconsistency, these Equipment Terms will take precedence and apply. Please see our website mercury.co.nz for full details.

2 EQUIPMENT

Supply of free* Equipment

- 2.1 Wireless broadband services will require a Mercury wireless broadband router.
- 2.2 For fibre services, you may use your own router if you wish.
- 2.3 When you sign up for wireless broadband or fibre services, depending on the services and/or offer you sign up for, you may receive one free router from Mercury for your residential broadband service, of the following type:

Broadband Service	Equipment type
Wireless broadband	Smart Modem 2 Router (includes SIM)
Fibre	eero 6+ router (R010011) Netcomm NF-20 router (available in limited circumstances, please call us for more information)

- 2.4 *A \$14.95 postage and handling charge may apply.
- 2.5 If you are moving, please contact us and we will let you know what broadband service options are available at your new address. If your current broadband service type is unavailable at your new address, we can advise what broadband service and Equipment options are available for you.
- 2.6 **Availability of further Equipment**
- If you require further Equipment for your broadband services, you can purchase Equipment from Mercury, as set out below.
- 2.7 Different types of Equipment available for purchase from Mercury will only work with certain types of free Equipment supplied by Mercury. Please review the "Compatibility" section below, which explains which types of Equipment will work together.

3 PURCHASE OF EQUIPMENT

3.1 Available models

The following Equipment is available to purchase from Mercury for your residential broadband services at the following prices:

Equipment type/SKU	Broadband service type	Price (including GST)
eero 6+ router - R010011	Fibre	\$120.00 (plus postage and handling)
TP-Link 5-Port Gigabit Switch	Fibre	\$58.00 (including postage and handling)

- 3.2 There is a postage and handling charge of \$14.95 per package for Equipment that does not include postage and handling in the price.
- 3.3 If you purchase more than one eero router at the same time (or if you receive an eero router as your free Equipment and purchase one or more eero routers at the same time), Mercury will endeavour to send all eero routers in one package, with one postage and handling charge. Otherwise, an additional postage and handling charge will apply for each delivery.

3.4 The Equipment price does not include any set up or installation costs.

3.5 **Compatibility**

If you have purchased broadband equipment from someone other than Mercury, Mercury cannot guarantee that Equipment provided by Mercury will be compatible with your separately purchased device, even if that device is of the same brand.

3.6 **eero**

eero routers only work with other eero routers. If you have received a free router with your Mercury broadband service that is not an eero router, eero routers will not work with that free router. If you have received a different free router and are on fibre services, you may choose to purchase one or more eero routers to replace your current router.

3.7 **TP-Link 5-Port Gigabit Switch**

The TP-Link 5-Port Gigabit switch can be connected to your router to enable you to connect additional wired devices via the ethernet ports on the switch. It is compatible with all Mercury free and purchased Equipment. There is a limit of 4 x TP-Link 5-Port Gigabit Switches per customer.

4 **PAYMENT OPTIONS**

4.1 For the eero router the standard payment method is deferred payment. If you wish to pay for the router by upfront payment, you will need to call us on 0800 10 18 10. You can pay for purchased Equipment other than the eero router with an upfront payment.

4.2 **Upfront payment**

If you pay for your purchased Equipment with an upfront payment, Mercury will include the charge for the purchased Equipment and applicable postage and handling on your next bill for your Mercury services after your purchased Equipment has been sent. If your fibre broadband services have not yet been connected, the charges for the purchased Equipment will not be included on your bill until after your fibre broadband service has been connected.

4.3 **Deferred payment**

If you pay for your eero router through deferred payment, you will pay for your eero router over 24 months, in equal interest-free monthly instalments of \$5.00 per month including GST.

4.4 Your monthly payment will be included on your monthly bill for your Mercury services for 24 months. The first monthly charge and any applicable postage and handling charge will be included on your first bill after your eero router is sent and your fibre broadband service is connected (if you are purchasing the eero router prior to your services being connected).

4.5 If you terminate your fibre broadband service with Mercury before you have made all 24 monthly payments, you will need to pay the outstanding balance. Mercury will include the final amount owing on your next bill after you terminate your Mercury fibre broadband services (or your final bill from us, if you have terminated all your services with us).

4.6 There is no interest payable for any overdue monthly payments for your purchased Equipment.

5 **eero EQUIPMENT AND eero SECURE**

5.1 **Activation of eero Equipment**

To activate the eero Equipment you have received from Mercury, you need to register your equipment using the eero app. Please see the privacy section below regarding use of your information by eero.

5.2 **eero Secure**

If you receive an eero router as your free Equipment, or purchase an eero router as purchased Equipment, Mercury may make the "eero Secure" service from eero available to you free of charge while you are using that eero Equipment on Mercury fibre broadband services. However, Mercury will only make eero Secure available to you where we have an agreement in place with eero that allows us to do so. If the eero router is used with a broadband provider other than Mercury, or on Mercury services other than fibre services, eero Secure will also not be available through Mercury.

5.3 Mercury may notify you at any time that Mercury is terminating the provision of the eero Secure service to you, or that there are changes to the eero Secure service as advised by eero. Mercury will endeavour to provide you with as much notice as possible of any change to or the termination of eero Secure, but cannot guarantee any minimum notice period.

5.4 If Mercury ceases to provide eero Secure, or you move to another broadband provider, you will no longer have access to eero Secure features. To continue leveraging eero Secure features independently of Mercury you may consider subscribing to eero Plus with eero directly.

5.5 If you are receiving eero Secure and Mercury changes these Terms that relate to eero Secure, and you reasonably believe that change will be detrimental to you, please contact us.

5.6 Details of eero Secure are available at mercury.co.nz/eero. eero Secure is provided by eero. You must register with eero to receive eero Secure.

6 **DELIVERY**

6.1 We will deliver your Equipment to the physical address you have requested us to deliver it to. We cannot deliver routers to PO Boxes or Private Bags, or to international addresses. We will notify you when your Equipment has been sent including track and trace details and your anticipated delivery date where possible, however we are not able to guarantee delivery times. We will not be liable for any loss, cost, or expense caused by delay in delivery. Your Equipment will require a signature on delivery. If there is no one at the address to receive the delivery, our courier may leave a card for you to arrange redelivery or collection from a depot.

7 WARRANTIES AND CONSUMER GUARANTEES

- 7.1 When you receive or buy the Equipment from Mercury as a consumer, you have rights under the Consumer Guarantees Act 1993 (CGA) and the Fair Trading Act 1986 (FTA).
- 7.2 Mercury is committed to meeting its responsibilities under the CGA and FTA, and nothing in these Terms shall be read or applied so as to exclude, restrict, or modify or have the effect of excluding, restricting, or modifying any condition, warranty, guarantee, right or remedy implied by law (including under the CGA) which cannot by law be excluded, restricted or modified. Except where the CGA applies and to the extent permitted by New Zealand law, we make no warranties in relation to the merchantability or fitness for purpose of the Equipment.
- 7.3 The Equipment cannot be purchased or used by businesses. If for any reason you have purchased or received the Equipment for business purposes, you agree that the CGA does not apply to you.
- 7.4 Purchased Equipment may come with a manufacturer's warranty. Claims under this warranty are subject to the terms and conditions set out in any warranty documentation supplied with your purchased Equipment.
- 7.5 If the Equipment is damaged when it arrives, or is not working properly, please contact us by calling 0800 10 18 10 and we will let you know how you can return the Equipment for repair and what the process we will follow will be.
- 7.6 If you purchase equipment from a vendor other than Mercury, the vendor of that equipment will be responsible for compliance with the CGA and FTA.

8 CANCELLATION AND RETURNS

- 8.1 Where Mercury has sold you the Equipment, we are unable to accept return of purchased Equipment because you have changed your mind, except where a cooling off period applies to you. You may cancel your purchase where Mercury is not able to deliver your purchased Equipment within a reasonable time from when you placed your order or the estimated delivery time that was communicated to you at the time you ordered.
- 8.2 If for some reason we have stated the wrong price or some incorrect information about the purchased Equipment, or we are out of stock for any reason, we reserve the right to cancel your purchase.
- 8.3 If you purchase equipment from a vendor other than Mercury, any rights to cancel or return that you may have for that equipment will be with the vendor of that equipment.

9 TITLE AND RISK

- 9.1 You will own, and be responsible for looking after, all free and purchased Equipment once it is delivered to you.

10 LIABILITY

- 10.1 To the extent permitted by law, Mercury excludes all liability to you or anyone else for any direct, indirect, special, incidental or consequential damages of any kind (however caused or arising) relating in any way to the supply or sale of the Equipment to you or to the supply of eero Secure. This includes where any order is delayed or cancelled, or where eero Secure is no longer provided to you. To the extent that liability cannot be excluded, Mercury's maximum liability to you for the supply or sale of the Equipment to you or to the supply of eero Secure is the price you paid for any purchased Equipment. Nothing in this section affects any rights you have under the CGA.

11 PRIVACY

- 11.1 By receiving the free Equipment, purchasing the purchased Equipment, or receiving eero Secure you consent to Mercury and its suppliers and their service providers collecting, holding, using, and disclosing your personal information as set out below.
- 11.2 Your personal information will be held, used, and disclosed by Mercury in accordance with the provisions of the Privacy Act 2020 and our Privacy Policy (available at mercury.co.nz/privacy-policy). We will also use your personal information to the extent required to provide you with insight and support services for your Equipment, and for any other services we provide to you. The services we provide may include both reactive and proactive issue monitoring, management and resolution.
- 11.3 To provide you with your Equipment and related services (such as eero Secure), we will need to disclose some of your personal information to our suppliers, including our logistics partners. Our suppliers may also need to disclose this personal information to their service providers. This disclosure of your personal information may include disclosure to providers outside of New Zealand. Our suppliers and their service providers will only use your personal information in order to provide you with your Equipment, for any related services that they perform for you or us, and as required or permitted by law.
- 11.4 eero Equipment must be registered with eero in order to operate, and for you to receive eero Secure if applicable. eero will comply with its privacy obligations relating to your personal information as set out in its Privacy Policy, available at eero.com/legal/privacy?lang=en-nz.
- 11.5 This privacy statement does not apply to equipment purchased from a vendor other than Mercury. Equipment purchased from other vendors may have separate privacy arrangements.

12 GENERAL

- 12.1 Mercury is not liable for any errors or delay in performing any of its obligations if such errors or delay is caused by circumstances beyond Mercury's reasonable control.
- 12.2 These terms are governed by, and are to be interpreted in accordance with, the laws of New Zealand.

For more information, please call us on 0800 10 18 10.