

# Tangerine Telecom Customer Terms

## Part I – eero Secure Service

### 1 Application

- (a) This Service Schedule applies in addition to the General Terms when we supply you with an eero Secure subscription service (**eero Secure**) associated with one or more eligible eero Wi-Fi devices (**eero Device**) you have purchased from us.
- (b) eero Secure is a “Service” for the purposes of the General Terms and all terms applicable to the Services also apply to eero Secure, except to the extent modified by this Service Schedule.
- (c) You agree to comply with this Service Schedule on behalf of yourself and each of your authorised users that connect to your Tangerine Internet Service using one or more eero Devices administered by you (**Connected Users**).
- (d) If you do not agree with the additional terms set out in this Service Schedule, you must not access or use eero Secure. You can cancel eero Secure and disassociate it from your eero Device in accordance with clause 8.

### 2 What is eero Secure?

- (a) eero Secure is a subscription service included at no additional cost with your eero Device, which provides a suite of security and support features that are available for your personal, non-commercial use only across the eero Devices connected to your Tangerine Internet Service.
- (b) The features of eero Secure may include (but are not limited to):
  - (i) internet backup, which enables you to connect your eero network to an alternate data hotspot to keep the network up and running during an outage;
  - (ii) advanced security, which provides advanced protection against online threats for all devices on your eero network;
  - (iii) ad blocking, which enables you to remove ads from websites and applications;
  - (iv) block / allow websites, which enables you to block or allow specific websites on your eero network or connected devices;
  - (v) controls over the appropriateness of Google search results;
  - (vi) content filtering, which enables you to apply profile-specific filters to help block or prevent access to different types of content (i.e. parental controls); and
  - (vii) network insights, which gives you historical data about the usage and performance of your eero network over time.
- (c) The above list of features is not exhaustive. We or our upstream provider of eero Secure may add to, remove or modify the features of eero Secure at our discretion from time to time. However, we will provide you with reasonable advance notice in accordance with our General Terms in the event that any change to the features may have more than a minor negative impact on you.

### 3 eero Secure service conditions

- (a) We are an authorised reseller of eero Secure and we use an upstream provider, eero LLC (and its Related Bodies Corporate) (**eero**), to provide eero Secure to our customers. However, we are responsible for providing eero Secure to you and we are responsible for all account management, support, technical assistance and enquiries related to your eero Secure Service.
- (b) eero Secure is supplied to you in combination with an eero Device that you have purchased from Tangerine. You acknowledge and agree that our supply of an eero Device to you, and your (and your Connected Users’) use of that eero Device, is governed by Part G – Modems and Hardware of our Standard Form of Agreement.
- (c) Your eero Secure Service will commence on and from the date on which you have both an active Tangerine Internet Service on your account and your eero Device that you have purchased from us has been sent to you.

- (d) To be eligible to receive an eero Secure subscription from Tangerine, you must:
  - (i) purchase an eero Device from us and agree to receive eero Secure as part of the purchase process for that eero Device pursuant to the terms of this Service Schedule;
  - (ii) maintain an active Tangerine Internet Service throughout the term of your subscription; and
  - (iii) keep your eero Secure Service associated with your Tangerine account and the eero Device with which it was initially supplied.
- (e) You cannot receive or obtain eero Secure from Tangerine:
  - (i) on a stand-alone basis without purchasing an associated eero Device; or
  - (ii) subject to clause 3(f), without having an active Tangerine Internet Service throughout the term of your subscription.
- (f) Notwithstanding clause 3(d), if you are moving house and your Tangerine Internet Service is temporarily suspended or disconnected during this process, your eero Secure Service will remain active during this period and will not be cancelled as long as you have requested a reconnection date for your Tangerine Internet Service at your new address.
- (g) **IMPORTANT:** As further described in clause 8, if you cancel the eero Secure Service that was initially provided to you by Tangerine in combination with the purchase of your eero Device, you cannot reactivate it and the only way to obtain a new eero Secure subscription from Tangerine is with the purchase of a new eero Device.
- (h) In order to access, use or control some or all features of eero Secure, you may be required to download and install an eero app and/or sign up for and login to an online eero account. As part of this process, you may be required to agree to additional terms and conditions directly with eero.

#### 4 Access to eero Secure

- (a) When you purchase of an eero Device from us for use in connection with a new or existing Tangerine Internet Service, we may provide you with an associated eero Secure subscription on an ongoing basis at no additional cost.
- (b) Your eero Secure Service will continue until you cancel it in accordance with clause 8 or it is terminated by us in accordance with clause 9.

#### 5 Your use of eero Secure

- (a) All right, title and interest in and to the data or information submitted by or on behalf of you or any of your Connected Users to eero Secure (**Customer Data**) (including all intellectual property rights in such Customer Data) belongs to you.
- (b) In connection with your use and receipt of eero Secure you:
  - (i) agree that you are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data;
  - (ii) are responsible for preventing unauthorised access to, or use of, eero Secure and must notify us promptly if you become aware of any such unauthorised access or use;
  - (iii) must comply with all applicable laws relevant to your access to and use of eero Secure;
  - (iv) must forward your web traffic to us via valid forwarding mechanisms that allow for automatic fail over (e.g. PAC, IPSEC, GRE tunnels) so that we can provide particular features; and
  - (v) must provide us with any technical data and other information that we may reasonably request to allow us to provide you with access to eero Secure features.
- (c) You must not use eero Secure to:
  - (i) access blocked services in violation of any applicable laws or regulations;
  - (ii) run automated queries to websites;
  - (iii) interfere with or disrupt the integrity or performance of eero Secure or any data contained in eero Secure;
  - (iv) conduct any benchmarking or comparative study or analysis involving eero Secure for any reason or purpose without our prior written consent; or
  - (v) use or resell eero Secure for any business or commercialisation purposes.

## 6 Partner Requirements

You acknowledge and agree that:

- (a) eero is the upstream provider of eero Secure.
- (b) in addition to agreeing to the terms set out in this Schedule with Tangerine, you may also be required to agree to additional terms and conditions directly with eero when you access and use eero Secure (or a specific feature of it) via any application or website provided to you by eero for this purpose.
- (c) when you access and use eero Secure, eero may directly collect Personal Information (as such term is defined in the Privacy Act) or other data from or relating to you or your Connected Users, including in relation to your use of eero Secure.
- (d) we may also be required to provide Personal Information relating to you to eero:
  - (i) to facilitate the provision of eero Secure to you, including to assist you with support or operational enquiries related to eero Secure;
  - (ii) to enable eero to carry out its role and responsibilities or exercise its rights in connection with the supply of eero Secure to you;
  - (iii) as otherwise specified in our privacy policy; or
  - (iv) as otherwise required or permitted by law.
- (e) all Personal Information which is collected, handled or stored by eero in connection with its provision of eero Secure is governed by eero's Privacy Policy available on its website. You must contact eero directly if you have any enquiries related to their handling of your Personal Information or their privacy policy.
- (f) you consent to allow us to disclose your Personal Information to eero for the purposes set out in clause 6(d). If you do not agree to our disclosure of your Personal Information to eero, or to eero's direct collection, handling and storage of your Personal Information, we and eero may be unable to provide you with eero Secure, or some features of eero Secure may be inoperable or may not operate as intended. In such case, you should not access or use eero Secure and you can cancel it in accordance with clause 8.
- (g) eero may disclose Personal Information to us that it has collected from or about you in connection with your access to or use of eero Secure for purposes related to our provision of eero Secure to you, including:
  - (i) to enable us to provide you with customer support in connection with eero Secure and any associated eero Devices;
  - (ii) to facilitate and improve our delivery of eero Secure and our other Services to our customers; and
  - (iii) for provisioning and account management purposes in connection with eero Secure.
- (h) any of your personal information that we receive from eero or otherwise in connection with your access to and use of eero Secure is handled in accordance with our privacy policy and applicable privacy laws.
- (i) eero has the right to utilise the malware, spam botnets or other information detected or blocked during your use or receipt of the Subscription Services to:
  - (i) maintain, improve and/or analyse eero Secure;
  - (ii) comply with all applicable legal or contractual requirements;
  - (iii) make malicious or unwanted content anonymously available to its contractors for further development and enhancement of eero Secure; and
  - (iv) develop and commercialise benchmarks and measures based on aggregated data.

## 7 Limitations on eero Secure

- (a) You are wholly responsible for any Customer Data or other content that is transmitted or received, or any transactions that are attempted or completed, through the use of eero Secure by you or any or your Connected Users. Make sure you keep your personal details secure – this is important in protecting the privacy and security of your information.
- (b) You are responsible for:
  - (i) maintaining an active Tangerine Internet Service for use in conjunction with eero Secure. eero Secure will not operate and will be terminated by us in accordance with clause 9 if you change to another internet provider; and

- (ii) the operation of the eero Devices used in conjunction with your eero Secure subscription, including ensuring that they are plugged in, switched on, configured correctly and connected to your Internet Service.
- (c) We will use reasonable commercial efforts to ensure that eero Secure is provided on a 24/7 basis, and we use reasonable care and skill in selecting our service providers involved in providing eero Secure. However, there will be occasions when eero Secure will be interrupted for maintenance, upgrades, and repairs, or as a result of failure of telecommunications links and equipment that are beyond the control of Tangerine.
- (d) We will take reasonable steps to minimize disruption to the extent it is within our reasonable control. However, we do not warrant that your use of eero Secure will be error-free, uninterrupted, available at all times, or that it will protect against all possible security threats.
- (e) To the maximum extent permitted by law and without limiting anything in our General Terms, we are not liable for any incidental, special or consequential damages arising in connection with your use of eero Secure. To the extent that our liability cannot lawfully be excluded, it is limited (to the maximum extent permitted by law) to cost of supplying eero Secure again.
- (f) Although eero Secure can help to protect users against security risks, we cannot guarantee that:
  - (i) connected devices will be completely protected against all threats;
  - (ii) all malicious software, phishing attempts or unwanted advertising will always be detected and/or blocked;
  - (iii) connected devices will not be able to access material that you identify as of concern, cannot be hacked or encrypted without your consent, or cannot be affected by spyware;
  - (iv) all threats from social networking services are effectively managed; or
  - (v) electronic transactions or your Customer Data will always be secure.
- (g) Content filtering is a feature of eero Secure that assists in blocking harmful content. We (or eero):
  - (i) reserve the right to configure the content filtering feature to block content that is or may be unlawful, libelous, defamatory, obscene, pornographic (including child sexual abuse material), indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent or would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law; and
  - (ii) will work to identify and block content according to our reasonable discretion and any specific content filters set by you in using eero Secure.

## 8 Cancellation of eero Secure by you

- (a) You can cancel eero Secure at any time by contacting us via any of the means specified on our website or by submitting a request via our customer portal.
- (b) We will use reasonable endeavours to cancel your eero Secure service within 5 business days of your request.
- (c) If you cancel eero Secure, we will disassociate it from your eero Device. You can continue to use your eero Device with a Tangerine Internet Service without eero Secure. However, the functions and features of the eero Secure Service will no longer be available to you from Tangerine.
- (d) **IMPORTANT:**
  - (i) If you cancel eero Secure with Tangerine, we are unable to reinstate your subscription service because we are required to permanently disassociate it from the Tangerine eero Device with which it was originally supplied. This is a condition of our arrangements with our upstream provider of eero Secure.
  - (ii) The only way to obtain a new eero Secure subscription from us is to purchase a new eero Device and sign-up for eero Secure again when you complete that purchase.
  - (iii) You may be able to purchase services that are similar to eero Secure directly from eero. In such event, eero will be your service provider and your receipt of the services will be subject to your direct agreement with eero.

## 9 Our rights to terminate or suspend your eero Secure subscription

- (a) We (or eero) may terminate or suspend your eero Secure subscription in the following circumstances:
  - (i) we will automatically terminate your eero Secure subscription on the date on which you no longer have an active Tangerine Internet Service;
  - (ii) we (or eero) may terminate or suspend your eero Secure subscription where you (or any of your Connected Users) breach or fail to comply with the terms of this Service Schedule;
  - (iii) if eero determines at its discretion to withdraw or materially vary eero Secure, or if our agreement with eero for the supply of eero Secure and/or eero Devices terminates or is varied in a manner that prevents or materially adversely impacts our ability to provide eero Secure to our customers, we may terminate all or any part of eero Secure by giving you as much notice as is reasonably possible;
  - (iv) we may terminate your eero Secure subscription in accordance with clause 4(c), if (at our sole discretion) we withdraw eero Secure and/or eero Devices from offer; or
  - (v) we may terminate or suspend your eero Secure subscription in accordance with any other rights set out under our General Terms.
- (b) If your eero Secure subscription is terminated for any reason, we will disassociate it from your eero Device. You can continue to use your eero Device without eero Secure, but the functions and features of eero Secure will no longer be available to you from Tangerine.

## 10 Grant of license and intellectual property rights eero Secure

- (a) Subject to your compliance with the terms under this Service Schedule, you are granted a limited, non-exclusive, non-transferrable, non-sublicensable, revocable licence to access and use eero Secure for the duration of your subscription term for your own personal, non-commercial use.
- (b) All right, title, and interest in and to the materials comprising eero Secure (including all documentation, information, images, videos, processes, methods, data and other materials) belongs to Tangerine, eero, or either of our third party licensors. You do not acquire any intellectual property rights in such materials as a result of your license to eero Secure.
- (c) eero Secure may include access to third-party components licensed to us (or our upstream providers or licensors) for use with eero Secure, including to products, software, open-source software, or other components. Use or access to any third-party components through your eero Secure subscription is governed solely by the terms of the applicable open-source licence. Neither Tangerine nor eero controls, or make any representations or warranties regarding, any third-party products, services, software or other components of which eero Secure is comprised.