



1. NOW™ General Terms & Conditions (available at <http://nownz.co.nz/help/terms-and-conditions/>) also apply to this agreement.
2. The handbrake service is a service which will cap your costs should you use all of your monthly data allowance.
 - 2.1. You can enable the handbrake at any time during the month if you have not exceeded your data allowance
 - 2.2. You can disable the handbrake at any time during the month if you agree to pay for any additional data used at the applicable rate specified at <http://nownz.co.nz/at-home/>
 - 2.3. When the handbrake is enabled and activated (i.e. you have used your data allowance) then the speed of your connection will be limited to 128Kbps until the next calendar month
3. For the purpose of data accounting 1 Gigabyte is equal to 1024 Megabytes and additional data will be charged per Megabyte
4. Broadband speeds are as fast as your phone line will allow on ADSL2+ technology, or upto 2Mbps on the rural wireless network. NOW™ provides no guarantees about performance.
5. Toll prices are published at <http://nownz.co.nz> and are subject to change at any time.
6. Where a phone line is included in this agreement you agree that all fixed line broadband, calling and toll services used by you shall be provided by NOW™.
7. A one minute minimum call charge applies to all telephone calls. Per second charging applies after the first minute except for calls to any mobile network which will be charged on a minute plus minute basis.
8. The provision of services under this agreement is dependent upon coverage availability of which NOW™ has no control and may change at any time.
9. All prices shown on this residential connection agreement include GST.
10. Rural wireless connection agreements are subject to coverage; if your coverage degrades over time (tree growth, new buildings etc) NOW may not be able to continue to supply services to you. You agree to indemnify NOW™ from any liability or costs as a result of rectifying coverage or transferring to another provider.
11. Connections on the rural wireless network are subject to a 12 month contract term, early termination will incur a \$399 early termination fee.
12. The free bundled services on the rural wireless network, which include Caller ID, Voicemail, Voicemail to Email, Call Divert and Call Waiting (together referred to as “free bundled services”) are available for the duration of this connection agreement.
13. All phonelines on the Rural Wireless network and some phonelines on the ADSL2+ network require power to operate, if you have a medical alarm, fire alarm or security alarm you should check with your service provider to ensure that the service is compatible. Please contact us to confirm if your phoneline does or does not require power to operate.
14. If you need to make calls in case of emergency during a power outage, you should maintain a cellphone connection in addition to your NOW™ connection.