NOW

BUSINESS BROADBAND & CALLING TERMS AND CONDITIONS OCTOBER 2011



- NOW's General Terms & Conditions (available at http://nownz.co.nz/terms.html) apply to this business broadband & calling agreement.
- 2. If you do not have a suitable ADSL2+ broadband router (modem) NOW can supply one to you at no extra charge on a 12 month contracted term, this will be specified on your agreement.
- 3. If your agreement is subject to a contracted term then early termination will cost \$199.00 + GST
- 4. Free bundled calling services which include My Airnet, Caller ID, Voicemail, Voicemail to Email, Call Divert and Call Waiting are available for the first 12 months of this business broadband + calling agreement.
 - a. You will not be charged for the Free bundled calling Services for the first 12 months of this business broadband + calling agreement.
 - b. After 12 months you will be charged for these services in accordance with NOW's standard rates as published on NOW's website at www.nownz.co.nz
 - c. You can discontinue using these calling services by calling NOW support on 0800 GET NOW and asking to cancel some or all of these calling services at any time.
- 5. Free bundled faxing services which include Fax to Email and Faxability are available for the first 3 months of this business broadband + calling agreement.
 - You will not be charged for the Free Bundled Faxing Services for the first 3 months of this business broadband + calling agreement.
 - b. After 3 months you will be charged for these services in accordance with NOW's standard rates as published on NOW's website at www.nownz.co.nz
 - You can discontinue using these faxing services by calling NOW support and asking to cancel some or all of these faxing services at any time.
- 6. The free bundled services referred to in clause 4 and clause 5 can only be applied to one phone line and are not available on additional phone lines.
- You can change your existing broadband internet plan as specified in this business broadband + calling agreement once a month by calling NOW support on 0800 GET NOW
- 8. The handbrake as referred to at www.nownz.co.nz/business is a service which will cap your costs should you use all of your monthly data allowance.
 - a. You can enable the handbrake at any time during the month if you have not exceeded your data allowance
 - b. You can disable the handbrake at any time during the month if you disable the handbrake you must pay for any additional data used at the applicable rate specified at www.nownz.co.nz/business
 - c. 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 64Kbps until the next calendar month
- 9. For the purpose of data accounting 1 Gigabyte is equal to 1024 Megabytes and additional data will be charged per Megabyte
- 10. Prices are based on analogue phone lines only. Prices for ISDN BRA or PRI phone lines will be available upon application to NOW.
- 11. Broadband speeds are as fast as your phone line will allow on ADSL2+ technology. NOW provides no guarantees about performance.
- 12. NOW's toll prices are published at www.nownz.co.nz and are subject to change at any time.
- 13. Where a phone line is included in this business broadband & calling agreement you agree that all fixed line broadband, calling and toll services used by you shall be provided by NOW.
- 14. A one minute minimum call charge applies to all telephone calls. Per second charging applies after the first minute.
- 15. Free local calling is restricted to 2000 minutes per phone line per month; if you exceed this limit NOW reserves the right to charge these additional calls at \$0.035 per minute.
- 16. The provision of services under this business broadband + calling agreement is dependent upon coverage availability of which NOW has no control and may change at any time.
- 16. All payments shall be made by direct debit only.
- 17. All prices shown on this business broadband + calling agreement exclude GST.