

Business Broadband Service Schedule

This Service Schedule forms part of your company's Agreement with NOW and should be read in conjunction with NOW's Business Customer Terms and Conditions which can be found at <https://www.nownz.co.nz/terms-conditions/business-terms-and-conditions/>. In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, this service schedule takes precedence.

1. Overview

This agreement applies whenever NOW provides services of any kind or does anything else for NOW business customers or other non-residential customers except where a separate written agreement covers other services we provide. In this agreement, we have used "we" or "us" for NOW providing services for you, "you" for the customer and "service" or "services" to cover all goods and services of any kind we provide and anything else we do.

The following Terms apply to our business customers who have a NOW Business Broadband Service.

2. Service options

NOW Broadband Services provide internet access via various broadband access types allowing you to access the internet (Broadband Service).

2.1 Access Types

You may be able to order different access types of Business Broadband Service from NOW:

These access types may include:

- ADSL (Asymmetrical Digital Subscriber Line)
- VDSL (Very-high-bit-rate Digital Subscriber Line)
- UFB (UltraFast Broadband) Fibre

You acknowledge and agree that you have selected plans appropriate to the specific End User type (either business or residential) as defined by the LFC or access provider.

2.2 Speed options

The following broadband speed options are available for these Broadband Services:

- Business Everyday
 - Fibre 100 - provides download speeds of up to 100Mbps and upload speeds of up to 100Mbps.
 - ADSL, VDSL - Line speed is dependent on various factors including distance from the exchange and line quality.
- Business Fibre 200 - provides download speeds of up to 200Mbps and upload speeds of up to 200Mbps.
- Business Fibre 900 - provides download speeds of up to 900Mbps and upload speeds of up to 400Mbps.
- Other options – from time to time NOW may provide bespoke Broadband Services using alternative access speed options to meet customer requirements.

2.3 Data usage options

The following broadband data usage options are available for these Broadband Services:

- 200 Gigabyte data cap – for this option data speeds are constrained as described in 3.5 when data usage exceeds the cap during the measurement period.
- Unlimited. See 3.6

Other services options

You may be able to order a Static IP Address that is manually assigned by NOW so that your equipment is assigned the same IP address each time your users access and use the Broadband Service.

3. Service terms

1. You agree at the time you accept these terms and conditions, that you will be bound by your Local Fibre Company's (LFC) End User Terms, which relate to the provision and use of that part of the LFC's network which is located on your premises. We will advise you who your LFC is at the time of placing your order for NOW Fibre Business Broadband Service. Your LFC's current End User Terms can be found [here](#).
2. If you do not have a suitable broadband router (modem) you can purchase one from NOW and this will be specified on your Service Subscription Summary. To obtain the best broadband performance your router must be appropriate to your access type.
3. If your agreement is subject to a standard 12-month contracted term, then early termination will cost \$199.00 + GST otherwise early termination may be calculated as per the Standard Business Terms and Conditions.
4. You can change your broadband internet plan as specified in this Service Schedule once a month by calling NOW support on 0800 669 249.
5. If you select a plan with a data cap we will apply a handbrake which will cap your costs should you use all of your monthly data allowance.
 - a. 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.
 - b. You can enable the handbrake at any time during the month if you have not exceeded your data allowance
 - c. 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 standard overage rate.
6. If you select a plan with unlimited usage, fair and reasonable usage applies. Fair and Reasonable Use is determined as usage that falls into "normal" incidence and use compared to NOW's total Business Broadband client base. Where use is significantly higher than median usage, NOW reserves the right at its discretion to review the service and pricing being provided under your agreement.
7. NOW plan speeds are the theoretical maximum speeds at which your endpoints may be able to send data or receive data. Broadband Service plan speeds may be affected by a variety of factors, including, without limitation:
 - a. network congestion;
 - b. your user's geographical location;
 - c. your user's distance from the relevant exchange;
 - d. your router in combination with your access type;
 - e. the equipment and software used in connection with the Broadband Service;
 - f. general internet traffic; and
 - g. the quality, nature and capability of the underlining infrastructure.
8. Because NOW relies on other upstream providers to deliver data to or from NOW network NOW are unable to guarantee that these speeds will be available to you at all times.
9. Other factors may influence the particular speeds or latency your users can achieve to servers nationally and internationally. NOW's control of these speeds is limited to its own network. Connections to servers outside the NOW network are on a "best effort" basis and it may not be possible for you to achieve desired or expected speeds or latency where you are connecting to Non-NOW equipment outside NOW's control.
10. Service availability and / or network capacity is not guaranteed and is subject to availability at time of ordering.
11. This Service does not come with electronic mail (email) or Domain Name/Hosting related services.
12. Any public or private IP address allocated to you to use as a part of the Services will remain allocated to you until:

- a. Broadband Services are terminated for any reason; or
- b. NOW decides to change any IP address, which it may do at any time and in its sole discretion.
- c. Upon termination of the Agreement or this Service Schedule, you may no longer use any IP addresses or address blocks that NOW provided for your use in connection with the Services.