

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: BUSINESS BROADBAND

PART A – PRODUCT OVERVIEW

One New Zealand's Business Broadband Services are fixed broadband internet services delivered over One New Zealand's Access Services such as Fibre Access or DSL Access.

This Service Description sets out the terms and conditions that apply to the Business Broadband Service. Additional terms apply to the Access Service (Fibre or DSL).

PART B – BUSINESS BROADBAND

1. YOUR BUSINESS BROADBAND SERVICE

1. 1 Your Business Broadband service will consist of the components set out in the following table, which are further described in this Part B ("**Business Broadband**"):

Component	Description
Access Service	Fibre Access or DSL Access
Broadband Service	Your Broadband Service will have the speed and data allowance set out in the Pricing Table
Equipment	Router

1. 2 The Initial Term for Business Broadband is 24 months.
1. 3 Your Business Broadband service can be delivered over:
- (a) Fibre (in which case the Fibre Access Service Description will also apply); or
 - (b) DSL (in which case the DSL Access Service Description will also apply).
1. 4 Your Business Broadband Service does not include a telephony service. If your Business Broadband Service is provided over DSL Access, the line used for your Business Broadband Service will not have fixed calling functionality. If you have a fixed line calling service on this type of line, you may lose that calling service and the telephone number for that calling service.
1. 5 Your Sites are specified in the Pricing Schedule. Our agreement to provide Business Broadband services to you is conditional on us confirming that we are able to supply Access to your Sites, and your confirmation to meet any additional costs or terms that might apply.

2. WEBSITE TERMS AND PRECEDENCE

2. 1 Business Broadband Services are subject to our Business Broadband Things to Know/Terms and Conditions, which are published on our website as updated from time to time.
2. 2 Current Charges for Business Broadband Services are published on our website, as updated from time to time.
2. 3 This Business Broadband Service Description is current as at the Commencement Date. If there is any conflict of meaning, ambiguity or inconsistency between this Business Broadband Service Description and the Business Broadband Things to Know/Terms and Conditions or Charges published on our website, those published on our website take precedence with the exception of any terms that are expressly specified in the Commercial Schedule as taking precedence over the website.

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PART C – PRICING

3. PRICING OVERVIEW

- 3.1 You will be charged the current Charges for Business Broadband Services as set out on our website at <https://www.one.nz>. The Pricing Schedule is current as at the Commencement Date. We may change any of the Charges relating to Business Broadband on 30 days' notice.
- 3.2 If you have selected a capped Pricing Plan:
 - (a) any unused data will not roll over into the next billing cycle, and
 - (b) you will be charged for excess data that you use outside of your Pricing Plan limit.
- 3.3 If you terminate your Business Broadband Services before the end of the Initial Term, Early Termination Fees will apply.
- 3.4 The Early Termination Charge for Business Broadband is set out in the Commercial Schedule.

4. INSTALLATION

- 4.1 A standard Installation Charge may apply for installations that we consider to be simple as set out in the Pricing Schedule.
- 4.2 If we consider that any installation is not simple, our Installation Charge for that installation will be charged on a time and materials basis and we will consult with you to agree on the costs (or the basis of such costs) prior to incurring them.
- 4.3 Your Access will be installed first. In some cases, characteristics of your Access line(s) may mean we are unable to supply you with Business Broadband at a particular Site. If this occurs, we will investigate alternative access with you. In some cases we will attempt to re-activate your previous connection, but we cannot guarantee reactivation will be successful.
- 4.4 Once your Access is operational, we will install your Business Broadband Service. It will be scheduled as soon as practicable.
- 4.5 If you have an existing fixed service, you are responsible for cancelling that existing fixed service, and paying any termination charges to your service provider. We strongly recommend that you do not cancel your current existing fixed service before we have successfully completed installation of your Business Broadband Service. If you do so, there is a risk that your current service will terminate before we have completed your installation.

5. EQUIPMENT

- 5.1 We will supply you with Customer Premise Equipment (**Supplied CPE**). The Supplied CPE is your Equipment. We will charge for any replacement Equipment ordered.
- 5.2 The Business Broadband Service is intended to be used in conjunction with the Supplied CPE. If you choose to connect alternative equipment to the Business Broadband Service:
 - (a) we will not provide advice on configuring alternative equipment,
 - (b) we cannot ensure that such alternative equipment will connect to the Business Broadband service, or will continue to operate in the future; and
 - (c) all alternative equipment must be Telepermitted.
- 5.3 The performance of your Equipment (including Supplied CPE) depends on the complexity of your configuration, such as firewall rules or encryption. This may impact your ability to use all of the Internet bandwidth available to you.

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PART D – OTHER TERMS AND CONDITIONS

6. SERVICE LIMITATIONS

6. 1 In addition to the terms set out in the Legal Schedule, you may not use Business Broadband:
- (a) for contact centres, telesales, auto-dialling, continuous call forwarding or telemarketing; or
 - (b) for resupply, resale, on sale or any other supply to a third party (whether in whole or in part).
6. 2 We may decline to supply you with Business Broadband, or suspend or terminate your Business Broadband Service (in whole or part), if we consider that your use or a User's use of Business Broadband is not in accordance with clause 7.1 above.
6. 3 We apply traffic management policies to avoid congestion. The traffic management policies of other network operators may also impact you.
6. 4 Our Internet Acceptable Use Policy applies to your use of Business Broadband. You can find this policy on our website at <https://www.one.nz> and it is updated from time to time. We may suspend your Business Broadband Service with immediate effect if you do not use the Business Broadband Services in accordance with that policy.
6. 5 Statements about the speed of your Business Broadband Service are based on theoretical maximums and are not guarantees of continuous speed. Where a download or upload speed is specific, the services are capable of burstable speeds up to the speed stated. The actual speed that your broadband connection can achieve will depend on a number of factors which may include: your equipment (including your computer and Wi-Fi capability); your internal and external premises wiring; the distance of your premises from the exchange; New Zealand and overseas networks; internet traffic congestion; other environmental factors; how many other people are using it at the time.

7. DEFINITIONS

In this Service Description in addition to the terms defined elsewhere in the Agreement, the following defined terms will apply to this Service Description:

Access means DSL Access or Fibre Access.