

## 1 INTRODUCTION

- 1.1 The BizBroadband and BizNet services are a family of related products that provide access to the Internet through a broadband access network. The access network is shared with other broadband users for bandwidth, which means the performance may vary at different times of the day.
- 1.2 BizBroadband / BizNet are only available to business customers with a TelstraClear phone line and calling plan, and are subject to availability
- 1.3 TelstraClear's Internet Services Terms and Conditions for Business Customers and Business Terms and Conditions apply to your service - [www.telstraclear.co.nz/go/terms](http://www.telstraclear.co.nz/go/terms).
- 1.4 Each service you purchase has the following features:
  - a) Broadband Internet Access;
  - b) Dial-Up Internet Access;
  - c) Mail Box and messaging;
  - d) Clearnet ISP; and
  - e) Business Helpdesk.

## 2 USAGE & SPEEDS

- 2.1 Your usage is based on the amount of data transferred by or for your service including all traffic sent to and from TelstraClear's servers and any traffic rejected by security software or hardware or otherwise not delivered.
- 2.2 A usage meter is provided on the clearnet ISP, at [www.telstraclear.co.nz/go/usagemeters](http://www.telstraclear.co.nz/go/usagemeters). This meter gives a guide only to your usage and may not represent all usage at that point in time.
- 2.3 You have a choice between paying for usage in advance or in arrears. Flat rate plans have an in-built provision for usage, which is paid in advance. When paying in arrears, the price of metered usage is determined by a usage plan, and is based upon the number of usage packs you incur. A usage pack has a fixed price and a fixed size. If the Pack is used within the billing period, a new Pack will be automatically allocated to you. Pack usage is measured daily and rounded to the nearest KiloByte, before creating the monthly total. There are 4 usage packs (1GB, 5GB, 10GB and 20GB), and usage not consumed does not carry over into the next billing period. At the end of the billing period, a new pack is started for the new month.
- 2.4 We send email notifications to the email address you specify, about how much traffic we have metered at 80% and 100% threshold of each usage pack. Delivery of these notifications is not guaranteed, and does not remove your responsibility to manage the costs you are incurring.
- 2.5 You will be provided with a dynamic IP address. A dynamic IP address can be substituted with a static IP address on request at additional cost. Only one IPv4 address is supported. The IP address is owned by APNIC and ownership is not transferable. We may need to recall address space for administrative purposes, which may require you to update your systems. You may change your static IP address if you need to, but a charge may be made if the old address is blacklisted through actions of you and your users.
- 2.6 The provisioned maximum speeds of our internet service plans are defined below.

Access Plan	Current Throughput Limits	
	Downstream	Upstream
BizBroadband Lite	256 Kbps	256 Kbps
BizBroadband Flat	2048 Kbps	256 Kbps
Biz Broadband Simple	3584 Kbps	256 Kbps
Biz Broadband Swift	7.5 Mbps / FS ADSL*	1 Mbps / FS ADSL*
BizNet Gold	10 Mbps	2 Mbps
BizNet Premium	15 Mbps	4 Mbps
BizNet Supreme	30 Mbps	7 Mbps

\* The download speed of up to 7.5 Mbps and the upload speed of up to 1 Mbps on BizBroadband Swift are not available on ADSL - a download speed of up to 6.6 Mbps and an upload speed of up to 512 Kbps apply.

- 2.7 Our upload and download plan speeds (the limits) are in the above table. Please note that Service performance may be affected by normal limitations in access technology, distance from the exchange and weather. The specification of our access plans is subject to revision, and the current specification is maintained online at [www.telstraclear.co.nz/go/BizBroadband](http://www.telstraclear.co.nz/go/BizBroadband) and [www.telstraclear.co.nz/go/BizNet](http://www.telstraclear.co.nz/go/BizNet).

## 3 DIAL-UP INTERNET ACCESS

- 3.1 The username and password supplied for a BizBroadband or BizNet service can also be used to access the Internet using our dial-up networking service.
- 3.2 Charges are applicable if you use the dial-up feature, and up to two charges may apply:
  - a) For the phone call, if the call is made from a business phone line. The phone call is classed as a local call, and may be charged by the Service Provider of the phone line; and
  - b) The Internet Traffic is measured in minutes, and a minimum charge of one minute applies to each connection and usage is measured per second, after the first minute. The rate is based per hour (or part) at the prevailing rate published for the Clearnet Usage Plan.

## 4 MAILBOX AND MESSAGING

- 4.1 You can connect to the clearnet ISP and send and receive emails. POP and SMTP access to your email on this mailbox is allowed. You can auto-forward emails intended for this mailbox to another mailbox.
- 4.2 You can enhance the webmail feature if you wish. The mailbox is provided with 100MB of disk storage, and emails to you will be returned to the sender if you exceed this limit. The mailbox can be increased in size at additional cost. You can also add additional features to the mailbox by adding Mail+ or IMAP to the dial-up plan via self-service, at additional cost. If you need to access your mailbox overseas you will need to add the Mail+ product.
- 4.3 If you prefer to use a branded domain name for your mail you must create separate mailboxes, as this mailbox is not compatible with branded names.

## 5 PLAN DETAILS

5.1 The table below illustrates the combination of plans and charging available.

Access Plan	Static IP Address	Flat Rate	Usage Packs			
			1 GB	5 GB	10 GB	20 GB
BizBroadband Lite	Yes	Yes				
BizBroadband Flat	Yes	Yes				
Biz Broadband Simple	Yes		Yes	Yes		
Biz Broadband Swift	Yes		Yes	Yes	Yes	Yes
BizNet Gold	Yes		Yes	Yes	Yes	Yes
BizNet Premium	Yes		Yes	Yes	Yes	Yes
BizNet Supreme	Yes		Yes	Yes	Yes	Yes

5.2 Existing BizBroadband and BizNet customers can make changes to the product selections within these services by agreement with us. A service charge for plan changes applies when you change your selection. We waive this charge if your change increases your charges.

## 6 SETTING-UP THE SERVICE

6.1 Installation charges will apply. We will advise you at the time of signing your agreement with us, what these charges are.

### Partial Installation

*When is it required?*

- When you are switching from another provider and your service line is adequate, and we agree.
- When you have an existing service line which we can support the broadband service.

*What we include:*

- Remote activation of the service.
- Work in our buildings.

*What we exclude:*

- Sending an engineer to your premises or nearby.
- Adding or moving a service point.

### Full Installation

*When is it required?*

- If you know the existing service line is faulty or absent or in the wrong place.
- If we need or choose to install a new service line to your premises.
- Re-instatement of a service line or equipment damaged beyond repair.

*What we include:*

- Installing a new service line to match the speed limits or if you tell us our existing (decommissioned) service line is damaged or needs to be moved.
- Adding a service point to the external walls of the premises you occupy if necessary.
- Refurbishing an established service line or service point.

*What we exclude:*

- Adding or moving a service point to the internal walls of the premises you occupy.
- Installing the service point on an unfavourable site at your request.
- Altering premises wiring.
- Installation to a new subdivision building or similar complex installation.

## 7 CUSTOMER RESPONSIBILITY

7.1 You are responsible for:

- any required operating system configuration on your computer and connecting any LAN or computer network to the BizBroadband or BizNet service. It is your responsibility to organize any additional assistance you may require;
- computer and LAN equipment and any related cabling;
- ensuring that your existing computer and other customer premise equipment is working properly and can support the BizBroadband or BizNet service. We will charge you a Call-out fee and the corresponding per hour charge for the call-out if we have demonstrated that we are not responsible for the fault and we are called on to respond to that fault; and
- any power required by equipment that we install to support the Service.

7.2 You must return all of our equipments we place at your premises or in your building for your Service in good condition, when the Service is not required.

7.3 You may not use your BizBroadband/BizNet username and password at a different service location.

## 8 EARLY TERMINATION CHARGES

8.1 The Early Termination Charge for BizBroadband is calculated at \$24.95 per month (plus GST) for the balance of the Initial Term remaining.

8.2 The Early Termination Charge for BizNet is calculated at \$49.95 per month (plus GST) for the balance of the Initial Term remaining.