
2degrees

Wireless Broadband Service Schedule

Last updated: 21 June 2024



1. General

- 1.1. This Service Schedule forms part of the Customer's Agreement with 2degrees.
- 1.2. In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, refer to clause 2 of the General Terms.
- 1.3. Capitalised terms which appear in this Service Schedule and are not defined in this Service Schedule will be defined in the General Terms.

2. Term

- 2.1. If Customer is not provided the Services on a Fixed Term, 2degrees may agree to provide the Services to you on a month-by-month basis until they are terminated in accordance with the General Terms (**Open Term**).

3. Service Charges

- 3.1. 2degrees will commence billing for your Services on Activation.
- 3.2. We will allocate you a Billing Date on Activation. Your Plan Charges will be pro-rated from the date of Activation until your first Billing Date in line with the General Terms.

4. Services Description

- 4.1. 2degrees Business Wireless Broadband provides internet access to your business premises over 2degrees' 4G and/or 5G Network (**Services**).
- 4.2. The Services can only be provided in applicable coverage areas. 4G and 5G coverage is not available everywhere. 2degrees will supply a compatible device depending on your Plan.
- 4.3. The Services are authorised only for use at the address you specified at the time of signup. If you want to move your address for service, call our Support Team. The Services may not be available at another address.
- 4.4. The SIM card installed in your 2degrees wireless modem (**Modem**) must not be removed or used in any other device or handset.
- 4.5. 2degrees reserves the right to manage traffic at peak times to improve the overall performance and experience of our Services among our customers. In particular, we reserve the right to

prioritise specific types of traffic over other traffic at times of congestion (and for limited time periods) where we consider there will be significant customer interest in the specific type of traffic and these actions are necessary to ensure customers receive acceptable Services.

- 4.6. The speed of the Services can be impacted by the distance between your Modem and a cell site, the performance of your Modem, your in-home WiFi setup, the level of usage of a particular cell site by others, Network capacity, and the number of devices connected to your Modem. Speeds may also be impacted by the location and quality of the websites you choose to view and the software you may have downloaded (malicious or otherwise). Any speed representations are averages and are not an indication of the actual speed of an individual connection. Speeds may be more or less than the average speed.

- 4.7. The Services are not suitable for services that use a voice line (such as EFTPOS, Fax, Monitored Alarms). If Customer has those products, it should look at IP based equivalent solutions with their provider if they want to use the Services.

- 4.8. We will use all reasonable efforts to ensure that the Services are reliable and available at all times. However, we cannot promise that our Services will always be available or fully-functioning. If our Services are unavailable for any reason we will endeavour to restore the service as soon as possible.

5. Service Level Agreement

- 5.1. 2degrees will provide the Services in accordance with the 2degrees SLA.

- 5.2. 2degrees may charge for Service Requests as agreed beforehand with Customer.

6. **Customer Equipment / Hardware**

- 6.1. The Services require a Modem which we will either provide or sell to you depending on whether you are on an Open Term or Fixed Term plan.
- 6.2. If you have signed up to a Fixed Term plan, we will retain ownership of the Modem during the duration of your Services, and you must return it, its power supply and the SIM Card to 2degrees on our request. If you have signed up to an Open Term plan you will need to buy a Modem from us upfront. This Modem requires mains power. In the event of a power failure, your Services will not be available, including access to emergency services if you have a home phone connection. Make sure you have a fully charged mobile phone available for use in power outages, including for emergencies.
- 6.3. Modem costs are provided at point of sale.
- 6.4. A \$13.04 delivery charge for Modems will apply (**Delivery Charge**).

7. **Service Obligations**

- 7.1. Our Services are not available to all customers in all areas. We cannot guarantee the availability of the Services until Activation occurs. We may cease to provide the Services to you if it is no longer available in your geographic location.
- 7.2. We are not obliged to provide the Services unless we accept your application. We have the right to decide to provide the Services, or not to accept any application for the Services.
- 7.3. 2degrees provides a 30-day risk-free guarantee within which you may test, and return if you are dissatisfied with the Services. Call our Support Team and we will refund your monthly Plan Charges, Delivery Charges and Modem costs (if relevant). All Equipment must be returned to receive these refunds.
- 7.4. All the Services, including Unlimited plans, are subject to the Fair Use Policy. Your use of the Services must be fair, reasonable and not excessive, as reasonably determined by us by

reference to average and/or estimated typical customer usage of the Services. We will consider your usage to be excessive and unreasonable where it:

- a) materially exceeds the average and/or estimated use patterns over any day, week or month (or other period of time as determined by us); or
- b) causes us to incur additional costs or affects the performance of the 2degrees Network or affects another 2degrees' customers' use of or access to the Services.

- 7.5. The Services are offered for doing business from your business premises, for your own internal business purposes. For all Plans, the Services must not be used for contact centres, auto-dialling, continuous call forwarding or telemarketing, resupply, resale, onsale or any other supply to a third party, or use which 2degrees considers is or may be detrimental to or interferes with our provision of the Services to you or any other customer or interferes with our Network or Equipment.

- 7.6. You must not use or permit our Services to be used in any way, which;
- a) breaks any law;
 - b) infringes anyone's rights;
 - c) is malicious, obscene, offensive, causes a nuisance;
 - d) is or acts as a gateway server; or
 - e) damages or compromises the 2degrees Network or that of any other operator.

8. **Definitions**

- 8.1. In this Service Schedule:

Activation means the activation of a Connection for the Services.

General Terms means the Standard Terms and Conditions or

Customer's Master Services Agreement
(as applicable).

Billing Date means the calendar day each month on which your Bill will be sent to you by email and / or made available to you online.

Modem has the meaning given to it under clause 4.4.

Open Term has the meaning given to it under clause 2.1.

Plan means the wireless broadband plan by which the Services are made available to Customer (as published by us from time to time on www.business.2degrees.nz).

Services has the meaning given to it under clause 4.1.