

---

# 2degrees

## 2degrees Business – Fibre Broadband Service Schedule



you should not sign up for a 2degrees Business Fibre Broadband Service.

## **1. ABOUT THIS DOCUMENT**

---

- 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 Standard Terms and Conditions or Master Services Agreement.
- 1.3 Capitalised terms which appear in this Service Schedule and are not defined in this Service Schedule may be defined under Definitions in the Standard Terms and Conditions or Master Services Agreement.

## **2. RATES AND SERVICE CHARGES**

---

- 2.1. We will commence billing for your Broadband service on the RFS Date.

## **3. 2DEGREES FIBRE BROADBAND SERVICE DESCRIPTION**

---

### **4. The Service**

- 4.1. 2degrees Business Fibre Broadband Service provides internet access to your business premises via Local Fibre Companies (LFCs).
- 4.2. You agree to us sharing your information with the relevant LFC to the extent necessary for providing services to you.
- 4.3. In accepting the Fibre Services, you also agree to be bound by the LFC's end user terms as set out on your LFC's website (which can be found here), which relate to the provision (which includes installation) and use of that part of the LFC's network located on your premises.

### **5. Installation & impacts on other services**

- 5.1. You confirm that you own the premises where the 2degrees Business Fibre Broadband Service will be installed or have all the consents of the owner to install it.
- 5.2. You must be present at your premises during the installation of your 2degrees Business Fibre Broadband Service.
- 5.3. A non-standard installation may require additional charges. You will be advised of any additional charges that apply to your installation before any installation work is commenced.
- 5.4. If you rely on a Medic Alert or other similar monitored device, or a monitored alarm system and your provider for these services cannot guarantee their compatibility with a fibre-based service,

- 5.5. If you are with another service provider and you wish to have your phone number ported to our Fibre Service, you must not cancel the services with your existing service provider prior to moving over to us. If you do this, we cannot guarantee that your number will be available on our 2degrees Business Fibre Broadband Service.
- 5.6. The copper wiring to your premises may be removed upon completion of the installation of your 2degrees Business Fibre Broadband Service. If the copper wiring is removed, only the Fibre Service will be available at your premises.

## **6. CUSTOMER EQUIPMENT**

---

- 6.1. The 2degrees Business Fibre Broadband Services can be purchased by you with a 2degrees modem which we will either lease or sell to you depending on your Term.
- 6.2. Modem costs are provided at point of sale.
- 6.3. If you are taking a Smart Phone Line(s), you will need a 2degrees-supplied modem to use our Services.
- 6.4. If you are not using a 2degrees-supplied modem with a xDSL or Fibre Connection, your modem must support VLAN tagging and DHCP WAN interface.
- 6.5. You agree that 2degrees:
  - 6.5.1. can only offer limited technical support for modems not supplied by 2degrees; and
  - 6.5.2. may not be able to resolve issues relating to your modem and you may need to consult an independent expert at your own cost.
  - 6.5.3. If your modem causes you not to receive the Services you will still be liable for any Charges.
- 6.6. You agree that you will not damage or tamper with any of our and/or LFC devices provided at your premises for the delivery of the 2degrees Business Fibre Broadband Service and you will follow any reasonable instructions we may have in relation to all such devices.
- 6.7. All equipment provided by the LFC in order to use the 2degrees Business Fibre Broadband Service will remain the property of the LFC.

## 7. SERVICE OBLIGATIONS

---

- 7.1. We are not obliged to provide the Services unless we accept your application. We have the right to decide to provide the Service, or not to accept any application for the Service.
- 7.2. The 2degrees Business Fibre Broadband Service is only available in locations which are sites enabled by your LFC, and where we have the required connections in place to the LFC.
- 7.3. Any statements made about broadband speeds are not guarantees about continuous speed. The actual speed your Services can achieve may depend on a number of factors, including how close your premises are to an exchange, your connection and wiring, the location and quality of the websites you choose to view, and any software you have downloaded (malicious or otherwise).
- 7.4. Your Services performance may also be affected by the number of users in your premises and also on our network or the network of third parties that we use to provide the Service to you.
- 7.5. We do not control the information that can be accessed through the Internet. Accordingly, we are not responsible for any inaccurate, illegal or offensive information which may be obtained from your use of our Services. We are also not liable for any viruses or other harmful code which you may download via the Internet or which may be otherwise transmitted to you via our Services.

## 8. DEFINITIONS

---

14.1 In this Service Schedule:

**2degrees** means Vocus (New Zealand) Limited (NZCN 1371006).

**2degrees Business Fibre Broadband Service** has the meaning set out in clause 3 of this Service Schedule.

**Customer** means the party that 2degrees provides the Service directly to and is a party to this contract.

**DHCP WAN Interface** stands for: Dynamic Host Configuration Protocol Wide Area Network Interface.

**Smart Phone Line** means a 2degrees supplied voice line using the 2degrees supplied router.

**VLAN Tagging** stands for: Virtual Local Area Network Tagging.