

**AIRNET
SMART BIZ TERMS AND CONDITIONS – JULY 2010**

1. Airnet's General Terms & Conditions (available at www.airnet.co.nz/terms) apply to this smart biz connection agreement.
2. Free bundled calling services which include My Airnet, Caller ID, Voicemail, Voicemail to Email, Call Divert and Call Waiting are available for the duration of this smart biz agreement.
3. The free bundled calling services referred to in clause 2 can only be applied to one phone line and are not available on any additional phone lines.
4. The handbrake as referred to at www.airnet.co.nz/p/priceguide_smartbiz_may2010.pdf is a service which will cap your costs should you use all of your monthly data allowance.
 - a. You can enable the handbrake at any time during the month if you have not exceeded your data allowance
 - b. 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 applicable rate specified at www.airnet.co.nz/p/priceguide_smartbiz_may2010.pdf
 - c. 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 64Kbps until the next calendar month
5. For the purpose of data accounting 1 Gigabyte is equal to 1024 Megabytes and additional data will be charged per Megabyte
6. Prices are based on analogue phone lines only
7. Broadband speeds are up to 2Mbps download and 1Mbps upload. Airnet provides no guarantees about performance.
8. Airnet's toll prices are published at www.airnet.co.nz and are subject to change at any time.
9. You agree to have all fixed line broadband, calling and toll services provided by Airnet.
10. A one minute minimum call charge applies to all telephone calls. Per second charging applies after the first minute except for calls to any mobile network which will be charged on a minute plus minute basis
11. This smart biz connection agreement is subject to coverage; if your coverage degrades over time (tree growth, new buildings etc) Airnet may not be able to continue to supply services to you. You agree to indemnify Airnet from any liability or costs as a result of rectifying coverage or transferring to another provider.
12. All payments shall be made by direct debit
13. All prices shown on this smart biz connection agreement exclude GST unless specified.
14. This smart biz agreement is subject to a minimum 12 month term, early termination will cost \$399.00 + GST.