

AIRNET
SMART HOME TERMS AND CONDITIONS – JULY 2010

1. Airnet's General Terms & Conditions (available at www.airnet.co.nz) apply to this Smart Home connection agreement.
2. Free bundled services which include My Airnet, Caller ID, Voicemail, Voicemail to Email, Call Divert and Call Waiting (together referred to as "free bundled services" are available for the duration of this smart home connection agreement.
3. The free services referred to in clause 2 can only be applied to one phone line and are not available on any additional phone lines.
4. "Handbrake off" means that if you exceed your data allowance you will be charged for additional data used. Where you have elected "handbrake off" in this smart home connection agreement you agree to pay for any excess data charges at the applicable excess data charge rate as published at www.airnet.co.nz. Airnet will notify you by automatic email to your nominated email address when you reach 80% and 100% of your broadband internet plan data allowance. No further notification will occur.
5. "Handbrake on" means that your broadband internet data allowance will be fixed. Once you reach your data allowance you can continue to use your broadband but at a lower speed. You will not be charged for this usage which shall be at a lower speed of 64kbps. "Handbrake on" can be disabled by you at any time by calling Airnet support.
6. Where you have elected "handbrake off" in your smart home connection agreement, you can contact Airnet support to enable the "handbrake on" service. The "handbrake on" service can only be enabled part way through a month if your data allowance as prescribed in this smart home connection agreement has not been reached.
7. Prices are based on analogue phone lines only.
8. Broadband speeds are up to 2Mbps download and 1Mbps upload. Airnet provides no guarantees about performance.
9. Airnet's toll prices are published at www.airnet.co.nz and are subject to change at any time.
10. You agree to have all fixed line broadband, calling and toll services provided by Airnet.
11. 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
12. This Smart Home 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.
13. All payments shall be made by direct debit only.
14. All prices shown on this Smart Home connection agreement include GST unless specified.
15. This smart home connection agreement is subject to a minimum 12 month term, early termination will cost \$399.00 + GST