

1 INTRODUCTION

- 1.2 BizBasic is a product that includes two phone lines and a broadband service, and is only available on the TelstraClear Unbundled Copper Local Loop (UCLL) network.
- 1.2 Each BizBasic service you purchase includes the following:
- Two voice lines;
 - Broadband internet access;
 - Mail Boxes and messaging; and
 - Clearnet ISP.
- 1.3 BizBasic can only be supplied in specific areas and your order is subject to a prior site survey to confirm availability.

2 GLOSSARY OF TERMS

Term	Description
IAD	An Integrated Access Device (physical box), that is installed at your premises from which we provide traditional telecommunication solutions. All of these solutions share the IAD and a common phone line into the premises. The types of solutions available on an IAD are: Internet Solution and Voice Solution.
ISP	Internet Service Provider.
Internet Solution	The broadband internet access we offer to you as part of your BizBasic service.
User	A person who is a member of your organisation who uses your BizBasic service.
Voice Solution	The voice lines we offer to you as part of your BizBasic service.

3 VOICE SOLUTION

- 3.1 BizBasic is compatible with standard analogue phones using tone signalling and:
- Each phone line is to be used for making and receiving calls, and must belong to the appropriate local calling area; and
 - The phone numbers for both voice lines may be ported from your previous supplier of phone services in accordance with the Local & Mobile Number Portability Code.
- 3.2 Each voice line has the following standard features:
- Caller Display – displays the phone numbers of all incoming calls, where the calling number is not withheld by the calling party;
 - Speed dial 8 – gives the User the ability to dial up to eight pre-programmed telephone numbers with a short code;
 - Voicemail – allows a caller to be greeted with a pre-recorded message and allows that caller to record a message that is then made available to the User. This feature can store up to 50 messages;
 - Last Number Redial – enables the User to redial the last number with a short code;
 - Call Forward - (Answer, Busy, No Answer) – a User can use this feature to always divert calls to another telephone

number, or, only if the User's telephone line is busy, or not answered directly within a specified number of seconds. Calls to a primary phone number will not divert until the destination phone number is set by a User. The diverted call is chargeable at the relevant call rate. Diverted calls follow a maximum of 5 divers before a busy tone is sent to the caller; and

- Withhold Number Permanent – enables the User to permanently withhold the display of a User's phone number. This feature is supplied inactive, unless activated by the User.
- 3.3 Fax overflow, call waiting, call transfer and three way calling are not supported. Any services that use hook flash signalling will not be supported.

4 INTERNET SOLUTION USAGE AND SPEEDS

- 4.1 Your broadband service is managed at the exchange and no username or password is required for security purposes. However, you will need to obtain your username and password for use with our Clearnet broadband services and for accessing the internet using our national dial-up and global roaming.
- 4.2 Your broadband service is delivered to a RJ45 Ethernet socket within 10 metres of our Equipment.
- 4.3 Your usage is based on the amount of internet data transferred by or for the Internet Solution including all traffic sent to and from our servers and any traffic rejected by your security software or hardware or otherwise not delivered.
- 4.4 A usage meter is provided at www.telstraclear.co.nz/go/usagemeters. This meter only gives a guide to your usage and may not represent all usage at that point in time.
- 4.5 You must pay for all internet usage. 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 of the same size and charged at the same rate. 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.
- 4.6 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.
- 4.7 You will be provided with a dynamic IP address. This IP address is not blacklisted by SPAM companies or other internet service providers. 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 the 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/or your users.
- 4.8 We offer you a maximum speed upload and download service, i.e. you will receive the highest speed your broadband connection

can deliver. The actual speed of your broadband connection will depend on environmental factors, the condition of the phone lines, pieces of your equipment and normal limitations in access technology (including but not limited to the distance from the exchange, time of day and the number of users on the Network). We do not, however, restrict your broadband connection to a specific speed.

5 CLEARNET ISP

- 5.1 You will have access to our Clearnet ISP services while you remain a BizBasic customer. With Clearnet you have access to up to 5 mailboxes (each with a username and password).
- 5.2 You can connect to the Clearnet ISP and send and receive emails. POP and SMTP access to your email on your Clearnet mailbox is allowed. You can auto-forward emails intended for this mailbox to another mailbox.
- 5.3 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 an additional cost; and
 - You can also add additional features to the mailbox by adding Mail+ or IMAP to the dial-up plan via self-service, at an additional cost. If you need to access your mailbox overseas you will need to add the Mail+ product.
- 5.4 If you prefer to use a branded domain name for your mail you must purchase a domain name at an additional cost. If you change the notification email addresses, you must let us know.
- 5.5 Using the username and password for the Clearnet mailboxes, you can use our national dial-up internet feature. Charges are applicable if you use dial-up, and up to two charges may apply:
 - (a) For a dial-up phone call, if the call is made from a business phone line and it may be charged by the service provider of the phone line; and
 - (b) The internet traffic itself, which is measured in minutes. 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 thereof) at the prevailing rate published for the Clearnet Usage Plan.
- 5.6 Using the username and password for the Clearnet mailboxes, you can use our global roaming feature, and up to two charges may apply:
 - (a) For a dial-up phone call, if the call is made from a charged phone line; and
 - (b) The internet traffic itself, which is measured in minutes. 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 thereof) at the prevailing rate published for the Clearnet Usage Plan.

6 SETTING UP BIZBASIC

- 6.1 We will select the type of installation required for your premises – refer to Appendix 1 for more details. The type of installation of BizBasic depends upon the quality of copper lines and your particular circumstances.

- 6.2 In addition to clause 5.1 of the Standard Terms, you will pay us for all installation charges (including but not limited to any additional costs resulting from non-routine installations) invoiced to you as and when we are invoiced by a third party supplier.
- 6.3 Any broadband usage for the purposes of installation and testing will be counted towards your broadband usage pack.
- 6.4 We will arrange a time with you to install the BizBasic service at your premises. If we are unable to gain entry to your premises at the arranged time, we may charge you for that attendance.
- 6.5 Once we have finished the installation, we may ask you to confirm that installation has been completed.

7 EARLY TERMINATION CHARGES

- 7.1 If you give up this Service or this Agreement under clause 12.2 of the Standard Terms or we terminate this Agreement or this Service under clause 12.3 of the Standard Terms prior to the expiry of the Initial Term, then we may require you to pay the following early termination charges for the BizBasic Service:
 - (a) The early termination charges for the monthly access component of the BizBasic Service is \$60 (plus GST) per month for the balance of the Initial Term remaining; and
 - (b) If you rent any telephone equipment from us, you will pay an additional early termination charge that is equivalent to the amount of rental you pay per month for the balance of the Initial Term remaining.

For the sake of clarity, these charges replace the early termination charges set out in clause 13.2 of the Standard Terms for the BizBasic service.

8 SPECIFIC TERMS

Voice Solution

- 8.1 The Voice Solution must not be interconnected with a PBX or used as a trunk service with a PBX.
- 8.2 The Voice Solution cannot be used for alarm line monitoring or as an emergency telephone service for locations such as elevators.
- 8.3 Subject to clause 8.4 of this service description, you are responsible for supplying your own telephony equipment for use with BizBasic.
- 8.4 We may, at your request, supply analogue telephone equipment for a monthly rental fee per telephone. This Equipment remains the property of TelstraClear. You will not do anything that affects or is likely to affect our ownership rights in the Equipment. In addition to your obligations under clause 8 of the Standard Terms, you will:
 - (a) follow our reasonable instructions about use of the Equipment;
 - (b) contact us if the Equipment is lost, stolen or damaged; and
 - (c) return any Equipment you rent from us when you terminate this Service or we stop providing the rental service, unless we agree otherwise. If you don't return the Equipment, we may continue to charge you rental for it or bill you for the standard replacement charge for the unreturned Equipment.

Internet Solution

- 8.5 In addition to your obligations set out in clause 4 of the Standard Terms, you will:
- (a) be responsible for any required operating system configuration on your computer and connecting any LAN or computer network to the Internet Solution. It is your responsibility to organize any additional assistance you may require;
 - (b) be responsible for computer and LAN equipment and any related cabling;
 - (c) ensure that your existing computer and other customer premise equipment is working properly and can support the Internet Solution. We will charge you a call-out fee and the corresponding per hour charge for the call-out if we are called on to respond to that fault and we have demonstrated that we are not responsible for the fault;
 - (d) use the Internet Solution in a reasonable and responsible manner and in accordance with our Acceptable Use Policy (which is available at www.telstraclear.co.nz/go/acceptableuse);
 - (e) use the Internet Solution in accordance with Part 3 of the Business Internet Terms and Conditions (which is available at www.telstraclear.co.nz/go/terms). If there is any inconsistency between the terms of this service description and Part 3 of the Business Internet Terms and Conditions, this service description will take precedence over Part 3 of the Business Internet Terms and Conditions; and
 - (f) assume sole responsibility for monitoring your metered internet usage and addressing any faults or unauthorised usage, that may arise.
- 8.6 You must provide us with an email address for sending emails relating to service and your account. If you provide us with a third party email address, we will not automatically update it to your Clearnet email address, unless you request us to do so.
- 8.7 The IP address we provide for your use with BizBasic must be returned to us when your BizBasic service is terminated. If the IP address is blacklisted during the time we provide it to you, you agree to pay us all additional charges for removing whatever constraints that have arisen.

General

- 8.8 BizBasic is only available to customers who have all their calling with TelstraClear.
- 8.9 We will install the IAD inside your premises for the sole purpose of delivering BizBasic. This equipment remains our property.
- 8.10 The IAD may not be interfered with or accessed by you, and is exclusively managed by us. Any interference by you will be considered a material breach of this Agreement.
- 8.11 The IAD is the demarcation point for TelstraClear, and is powered from your premises. Disruption of power will affect all services supplied via the IAD. We are not liable for this.
- 8.12 At the end of the term of this Service, you must return all of our Equipment we place at your premises or in your building for your BizBasic Service in good condition.
- 8.13 We will use all reasonable endeavours to connect our Equipment to your existing telephone equipment, using the existing premises wiring. We do not guarantee interoperability as this is subject to the condition of your wiring and equipment. You are responsible for ensuring any issues with premises wiring are resolved to enable function of this Service.
- 8.14 We will continue to invoice you for all Charges for BizBasic if it is suspended pursuant to clause 11 of the Standard Terms or this service description.
- 8.15 Where we allocate you a password or a security code to use in accordance with clause 4.1 of this service description, you will be solely responsible for maintaining security around that password or security code. You must change the password at regular intervals and at any time we request you to. You will notify us as soon as possible if you become aware of any misuse or breach of security in relation to your password.

APPENDIX 1

Types of Installation

Term	Description	What we include	What we exclude	Installation Costs
Existing Connection (Intact Wiring and Live)	<ul style="list-style-type: none"> When there is a spare copper pair in good repair at your premises 	<ul style="list-style-type: none"> Installing a master socket on the nearest outside wall, and connecting this to an incoming line; Installing BizBasic equipment Installation/conversion of master sockets by which the premises wiring can be managed. 	<ul style="list-style-type: none"> Installing any master socket more than 10m from the BizBasic equipment. Adding or moving a master-socket, beyond what is necessary. Work requiring the removal of gib-board; Repairs to decorations 	No charge
Standard Installation (Intact Wiring but not Live)	<ul style="list-style-type: none"> When the building is not wired for a third party's copper pairs, but all lines are allocated, requiring a new copper line to be brought to the premises from spare stock in the street 	<ul style="list-style-type: none"> Bringing in a new service line to the building and or premises, re-using existing conduit, etc. A Connection and cut-over. 	<ul style="list-style-type: none"> Using new conduit, or a new point of penetration. Installing the master socket in an unfavourable location. Installation to a new subdivision building or similar complex installation. 	\$200 per site
New Installation (No Intact Wiring)	<ul style="list-style-type: none"> When the building is not wired for third party networks When the copper lines in the building are all allocated and the third party network has no spare capacity 	<ul style="list-style-type: none"> If required, increasing the stock of copper lines in the network An Installation and cut-over 	<ul style="list-style-type: none"> Moving an Existing service point to an unfavourable site at your request. Altering premises wiring. 	Priced on application

NOTE:

- Any work not included as part of the installation but requested by you to our third party supplier will be charged on a time and material basis, whether such work is completed during the same site visit or requires additional visit/s. This may include moving a service point in a minor way or re-routing the service line for your convenience.