

WIRELESS BROADBAND

4G AND 5G BUSINESS INTERNET

1 SERVICE OVERVIEW

1.1 Overview

Digital Island Wireless Broadband provides internet access to your business premises over a 4G and/or 5G mobile network. The service is delivered through a wireless modem installed at your premises, and is available in applicable 4G and 5G coverage areas.

1.2 Service Term

Services are provided on the Fixed Term set out in your agreement. If you are not provided the Services on a Fixed Term, Digital Island may agree to provide the Services on a month-by-month basis until they are terminated in accordance with the General Terms (Open Term).

2 PRICING

2.1 Service Charges

Wireless Broadband charges depend on the Plan and term you choose.

- All costs will be provided in the proposal agreement or Statement of Work (SOW).

Wireless Broadband Services	Monthly
Wireless Broadband Plan Charge	Monthly charge per agreement
Static IP	Monthly charge per agreement
One-off Charges	Total
Modem (Open Term plans – purchased upfront)	One-off charge per agreement
Modem delivery	One-off charge per agreement
Service Requests	As agreed with Customer beforehand

2.2 Billing

- Digital Island will commence billing for your Services on Activation.
- You will be allocated 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.
- Digital Island may charge for Service Requests as agreed beforehand with the Customer.

3 SUPPORT

3.1 Support Hours and Contact

Digital Island support is available during business hours, Monday to Friday, 8am to 6pm. Faults and requests can be logged by:

- **Phone:** 0800 999 010 (press 2 for Technical Support)
- **Email:** support@digitalisland.co.nz (this automatically creates a support case and emails you the reference number)
- **Online:** www.digitalisland.co.nz/contact-us/
- **Customer Portal:** <https://my.digitalisland.co.nz/>

3.2 Service Levels

Digital Island will provide the Services in accordance with the service levels set out in your agreement. We will use all reasonable efforts to ensure that the Services are reliable and available at all times. However, we cannot promise that the Services will always be available or fully functioning. If the Services are unavailable for any reason, we will endeavour to restore the service as soon as possible.

4 TECHNICAL CONSIDERATIONS

4.1 Coverage and Availability

- The Services can only be provided in applicable coverage areas. 4G and 5G coverage is not available everywhere.
- The Services are not available to all customers in all areas. Digital Island cannot guarantee the availability of the Services until Activation occurs, and may cease to provide the Services if they are no longer available in your geographic location.
- Digital Island is not obliged to provide the Services unless we accept your application, and may decide not to accept any application for the Services.

4.2 Service Address

The Services are authorised only for use at the address you specified at the time of sign-up. If you want to move your service address, contact our Support Team. The Services may not be available at another address.

4.3 Modem and SIM Card

- The Services require a Modem, which Digital Island will either provide or sell to you depending on whether you are on a Fixed Term or Open Term plan.
- On a Fixed Term plan, Digital Island retains ownership of the Modem for the duration of your Services, and you must return it, its power supply and the SIM card to Digital Island on request.
- On an Open Term plan, you will need to buy a Modem from Digital Island upfront.
- The SIM card installed in the Modem must not be removed or used in any other device or handset.

4.4 Speed and Performance

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-premises 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 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.

4.5 Power Failure and Emergency Calling

The 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 phone service connected through it. Make sure you have a fully charged mobile phone available for use in power outages, including for emergencies.

4.6 Data Transmission

The Services are not suitable for services that use a voice line, such as EFTPOS, fax machines and monitored alarms. If you have these products, you should look at IP-based equivalent solutions with your provider if you want to use them with the Services.

5 RESPONSIBILITIES

5.1 Customer Responsibilities

To ensure the successful use of Wireless Broadband, you are responsible for:

- Using the Services only at the address specified at sign-up, and contacting Digital Island before moving your service address.
- Keeping the SIM card in the Modem, and not removing it or using it in any other device or handset.
- Returning the Modem, its power supply and SIM card on request where you are on a Fixed Term plan.
- Having a fully charged mobile phone available for use in power outages, including for emergencies.
- Arranging IP-based alternatives for any devices that rely on a voice line, such as EFTPOS, fax machines and monitored alarms.
- Using the Services in line with the Fair Use and Acceptable Use terms in Section 6.

5.2 Digital Island Responsibilities

Digital Island will:

- Supply a compatible Modem depending on your Plan.
- Provide the Services in accordance with the service levels set out in your agreement.
- Use all reasonable efforts to ensure the Services are reliable and available at all times, and endeavour to restore the service as soon as possible if it is unavailable.
- Commence billing on Activation and pro-rate Plan Charges to your first Billing Date.

6 TERMS & CONDITIONS

Product Specific Terms:

Fair Use Policy

All 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 Digital Island 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:

- 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
- causes us to incur additional costs, or affects the performance of the network or another customer's use of or access to the Services.

Acceptable Use

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 any use which Digital Island considers is or may be detrimental to, or interferes with, our provision of the Services to you or any other customer, or interferes with the network or Equipment.

You must not use, or permit the Services to be used, in any way which:

- breaks any law;
- infringes anyone's rights;
- is malicious, obscene or offensive, or causes a nuisance;
- is or acts as a gateway server; or
- damages or compromises the network or that of any other operator.

Definitions

Term	Meaning
Activation	The activation of a connection for the Services.
General Terms	Digital Island's Standard Terms and Conditions or the Customer's Master Services Agreement (as applicable).
Modem	The wireless modem used to provide the Services, as described in Section 4.3.
Open Term	Has the meaning given to it in Section 1.2.
Plan	The Wireless Broadband plan by which the Services are made available to the Customer, as set out in your agreement.
Services	Has the meaning given to it in Section 1.1.

Digital Island General Terms:

- You can find our General Terms on our website: www.digitalisland.co.nz/about-us/terms-conditions-home