

Mobile Terms and Conditions

Prior to 30 November 2014

CallPlus Services Limited Level 3, 110 Symonds Street
PO Box 108 – 109 Symonds Street, Auckland 1150, New Zealand
www.callplus.co.nz



CallPlus
get clever

1. Our agreement

1. Our agreement for mobile Services comprises:
 - The online Mobile Terms and Conditions below
 - Your application form for our Services.

If there is a conflict, the above take priority in the order listed.

2. Our agreement begins when you are connected to our Services.
3. Telecommunications changes rapidly, so we reserve the right to add to, remove or change these terms from time to time. We will notify you of any changes directly or via our website, so please check the website regularly.

2. We promise our best

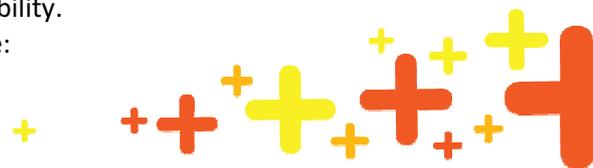
1. We promise to do our best to provide quality and reliable mobile Services.
2. Despite this promise, fault-free Services cannot be guaranteed because:
 - a. quality, reliability and coverage of the service depends partly on your Mobile, partly on our network and partly on other providers and telecommunications networks to which our network is connected;
 - b. radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks and provider sites can also affect service;
 - c. other operational or technical difficulties may mean you don't receive service in areas or times;
 - d. service can change with network expansion or reconfiguration;
 - e. service may be affected by the configuration of our network, the use of the internet, or the configuration or limitations of your, or your intended recipient's Mobile or other telecommunication.

3. Our services

1. You may make local, national and international calls, text messages and access voicemail and other Services.
2. Our Services are subject to consistent change, often as a result of improvements in technology, quality and coverage, so we reserve the right to change, modify, advance, suspend or remove the Services we provide to you from time to time. We will notify you of any changes either directly or via our website, so please check the website regularly.
3. If changes to the Services require new or upgraded Mobile or other equipment, you will be responsible for obtaining this at your cost.
4. In the interests of others, we limit the number and duration of messages that you may leave on voicemail service.
5. We will try to maintain security of information, but cannot promise that information you receive or send using the Services will be secure because some of our Services are available via the internet or systems operated by third parties.
6. We will try to prevent viruses or other manipulating programs from harming your Mobile, but will not be responsible if harm occurs.
7. We may alter information you send when using the Services in order to enable delivery to the recipient.
8. If you require our technical support or administration services, we may charge you for its supply. To find out our Charges please call Customer Services on 0800 89 5000.

4. Your responsibilities

1. Please follow our instructions regarding use of the Services, if you do not or anyone else uses or misuses your Mobile or our Services, then you bear responsibility.
2. We may Stop you using your Mobile or SIMcard if we believe:
 - it may cause interference;
 - you used it to send spam;



- you sent an excessive number of calls, texts or messages;
 - your use is not approved for our network or Services;
 - you tried to mask or alter the origination or termination of a call or transmission from your Mobile.
3. The Services we supply are for your use only, you may not gift, resell or assign them.
 4. You are responsible for all charges for using the Services and your Mobile - even if it was not you using them. So, please reset your Personal Identification Number (PIN) access “password” from the initial preset number for voicemail and change the access password for email Services, and keep these secret passwords secret.
 5. If the PIN request function is ON in your Mobile and you enter it incorrectly 3 times in a row, then as a safety guard the SIMcard will block. To unblock the SIMcard you must use your Unblock code. Keep your Unblock code secret. If you block your Mobile to many times, it may damage the SIMcard and you may lose names or numbers on the SIMcard and have to pay for a new SIMcard and Unblock code.
 6. The SIMcard we issue you remains our property, so please return it in good condition and within 15 working days after your connection or this agreement ends. If you do not do this we may charge you for the cost of a new SIMcard.
 7. If your Mobile or SIM card is lost, stolen or otherwise out of your control, contact Customer Services on 0800 89 5000 immediately, so that we can Bar calls and use of our Services. Be quick because you must pay for all calls or use of Services up until you contact us.

5. What you cannot do

1. You must not use your Mobile or the Services:
 - to send spam;
 - to breach our Fair Use Policy – see below;
 - for unlawful or fraudulent activity;
 - to make abusive, offensive, malicious or nuisance communications.
 - you must not tamper with or modify your SIMcard.
 - If you do or we suspect you have done any of these things, then we may Stop your use of the Mobile or SIMcard.

6. Our Fair Use Policy

1. We have a Fair Use Policy because we need to manage our customers experience at all times. We developed the policy by reference to average and estimated customer use of our Services.
2. If we consider your use of our Services exceeds estimated use patterns over any month, then we may request you to stop such usage. This includes roaming daily rate for data, if you substantially use more than your typical daily New Zealand usage.
3. If you do not comply with our request you will breach the Fair Use Policy and we may charge you for the excessive part of such use. Occasionally manage customers’ broadband routers. This will ensure a high level of security within the network and may include such tasks as updating router firmware, updating DNS settings and updating /changing general router settings.

7. Your mobile overseas

1. Visit our website at www.callplus.co.nz to see the countries where you can use roaming Services. We must enable Roaming Services before you can use them. You can apply for roaming through your My Account Self Service portal or by calling Customer Services on 0800 89 5000.
2. Because overseas Network Operators charge us when you use roaming Services, we may require you to meet credit criteria before we enable roaming.
3. When using roaming Services for outgoing calls you will be charged at the external carriers’ or Network Operators’ rates. The charges vary and change without notice, so we please check



overseas pricing before using roaming Services. You may also check with Customer Services on 0800 89 5000 or visit our Website for further information. We will pass roaming Services charges to your monthly statement.

4. In addition to our charges, you should expect roaming Services to incur charges from external carriers or Network Operators for:
 - connection to their networks;
 - calls and other messages sent or received or downloading content by your Mobile or SIM card;
 - unexpected charges which external carriers or Network Operators may impose from time to time.
5. When you use roaming Services we become liable for the terms of the external carriers or Network Operators. So please check their terms before you use roaming Services in those countries because they will apply to you in addition to our terms.
6. While you use roaming Services, promotional offers, minute or other entitlements which may come with your Pricing Plan may not apply. Please call our Customer Services on 0800 89 5000 before you leave New Zealand to check.
7. Roaming Services involves use of third parties' services. We do not take responsible for their services.

8. Payment

1. We will bill you monthly for mobile call and rental Charges.
2. You are responsible to pay the Charges no matter who incurs them or how they are incurred.
3. Payment is required by the date specified in the Bill. Payment must be made without deduction, counter claim or set-off of any kind.
4. If Payment or any other sum payable under this agreement is not paid when due, then we may:
 - charge you Default Interest; and
 - charge you for any expense (including legal costs on a solicitor and client basis) we incur in trying to collect what you owe us; and
 - apply any credit balance or security deposit in your accounts or set off any sum we owe you to pay what you owe us.
5. If you dispute a Bill, then and provided you tell us within 15 working days of receiving it, we promise to consider what you say and, if we agree with you, will advise you of any change to the Bill or repayment or credit we decide to give you.
6. We may charge you administration fees if we regard your account to be dormant or we supply statements or otherwise have to deal with your unused credit balances.
7. Any security deposit you pay us will be held in a non-interest bearing account.

9. Charging

1. We may at any time set credit limits for your use of Services, but when we do we will try to notify you. Once set, we may restrict your use of the Services to that limit.
2. Calls are charged at the rate applicable when they are commenced. There may be additional charges for data and other Services.

10. If you terminate the agreement

1. If you terminate this agreement prior to the expiry of the Term then:
 - you will repay to us any credit we have given against your account, pro-rated to the length of the Term remaining; and
 - you will pay any agreed early termination charge specified in your contract and/or mobile application form; or where none is specified, then it shall be:
 - your total monthly mobile rentals multiplied by the number of months remaining in the contract period



11. Add-ons

1. Add-ons are monthly tariff bundles, that is, services such as text packs or data packs.
2. These can be put in place for your mobile phone at the time you sign up to this agreement through the My Account section on our website or by calling our Customers Services team on 0800 89 5000.
3. There are no part-month charges for Add-Ons. Add-On charges will recur and be charged every month unless you ask us to remove them.
4. If you ask us to remove an Add-On, this will be done with the next Bill.

12. Credit

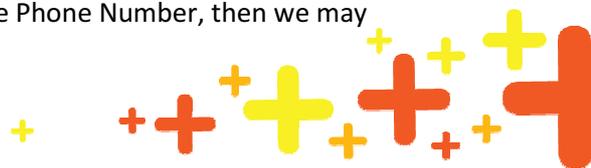
1. If we consider giving you credit, personal or other information you provide to us may be given to a credit reference agency.
2. If we are dissatisfied with your information, we may decline credit and or end this agreement without disclosing our credit criteria or giving reasons.

13. Limitation of liability

1. If you are a “consumer” under the Consumer Guarantees Act, then these terms do not limit or exclude your rights under that Act. Any other Liability we may have to you is excluded.
2. If you are not a “consumer” under the Consumer Guarantees Act, then that Act’s guarantees do not apply to this agreement and we exclude all Liability we may have to you.
3. If for any reason the above exclusions do not apply, then our Liability to you, or anyone claiming through you, will be limited to the lesser of \$10,000 or the sum of your Payments in the 6 months before your claim arose.
4. In paragraphs a, b and c above, “we” and “our” include our officers, employees, agents, contractors and Network Operators.
5. If you obtain a Mobile other than from us and it does not support all of the Services we offer, we are not obliged to take any action to enable access to any of the Services

14. Your phone number

1. We or another Telecommunications Service Provider may allocate Phone Numbers to you, but they do not belong to you.
2. CallPlus will either allocate a new CallPlus mobile phone number (an 028 number) to your service, or alternatively you can port your current 021/027/029 number from your current service provider. Once your phone number is active with CallPlus you cannot swap it for another number unless you have a police report stating that your mobile telephone number is the subject of abusive or malicious calls and all other remedies have been sought.
3. You port (transfer) the Phone Number from one Telecommunications Service Provider to another. If you wish to port, then:
 - You must contact the Telecommunications Service Provider to whom you wish to port to complete their porting requirements; then
 - We will port the Phone Number to that new Telecommunications Service Provider.
 - We will charge you a fee for porting the Phone Number. Please call Customer Services on 0800 89 5000 to find out the fee.
4. Your connection to our network will be deemed disconnected and this agreement ended by you 24 hours after porting is completed.
5. We may be required by law, by contracts with other Network Operators or for other reasons to change your Phone Number. We will give you notice of the change, but exclude any Liability we may have to you from making the change.
6. If your connection to the Services ends before you ported the Phone Number, then we may reallocate the Phone Number to another Customer.



15. Your privacy

1. You may supply us with personal information or we may obtain it from your use of our Services.
2. You agree we may use this information and disclose it to third parties if required to provide you with Services, for credit checking, for collection and or to communicate with you about current and future Services.
3. You agree that personal information that we have obtained from you can be shared with other networks, for the purpose of monitoring and investigating fraud and other offences. We may also share your information with public sector agencies in order for them to investigate an offence.
4. Any collected personal information is kept at our offices at Level 4, 110 Symonds Street, Auckland. You are entitled to see the information (although we may charge you a fee for making it available) and to request that any incorrect information be corrected.
5. We may record or monitor calls between us to verify information and for staff training.
6. If another CallPlus customer calls you, your name will appear on that person's account as the called party. If you do not want this, then please call Customer Services on 0800 89 5000 to stop it.
7. We may include your personal information in a telephone or similar directory or directory enquiry service provided or operated by us or by a third party unless you tell us not to.

16. Termination and suspension

1. You can discontinue your Services connection and end this agreement on 20 working days' written notice to your account manager or by email to support@callplus.co.nz.
2. Your connection will end on the 20th working day after we receive your notice. At our option, some Services may be terminated sooner.
3. If you end this agreement or if we elect to discontinue your Services connection or end this Agreement or if you port your Phone Number you will, for each of your connections, pay us:
 - any agreed early termination charges; and
 - all Charges incurred by you to the date of disconnection; and
 - any outstanding Charges and other moneys payable by you under this agreement.
4. We may Stop and or Bar your use of any Services or discontinue your Services connection or end this agreement if:
 - you become or in our view will imminently become insolvent, go into receivership, liquidation or bankruptcy;
 - you do not remain connected to the Services;
 - you breach any term of this agreement;
 - any of the Services for any reason are permanently or temporarily unavailable to you;
 - you do not pay your Bills when due;
 - if any of our licences to operate our network are ended or suspended or any interconnection agreement with any other Network Operator expires or is ended;
 - for any other reason we believe that it is appropriate to do so, in which event you will only have to pay outstanding Charges incurred up to and including the time of disconnection.
5. Ending this agreement does not affect terms intended to continue or to come into existence after such ending including your obligation to:
 - pay outstanding charges or other sums you owe us under this agreement;
 - pay any agreed early termination charges; and
 - return any equipment that belongs to us.

17. Communication between us

1. To tell us anything you must write to us at PO Box 108-109, Symonds Street, Auckland or call Customer Services on 0800 89 5000 or email us at support@callplus.co.nz.



2. To tell you anything we will send it to you by post, phone, facsimile or email to the last known address or number we have for you or we will place it on our website.
3. Any notice we send you will be deemed to have been communicated to you if delivered in accordance with paragraph b above, so please tell us of any change to your address or number.

18. Other matters

1. This agreement is to be interpreted under New Zealand law by New Zealand courts.
2. You may not assign your rights under this agreement. We may assign our rights and obligations under this agreement to anyone.
3. If we delay or do not exercise a right on any occasion we are not prevented from exercising that right later or on another occasion.

Definitions

1. In these terms the words below have these special meanings:

Bar - means suspending access to Services and may be either an Out-bar, restricting use of the Mobile for making calls and accessing the Services, or an In-bar, restricting use of the Mobile for receiving calls and accessing the Services, or both.

Bill - means either a paper statement of your Charges or an Online Bill, that is, an electronic statement of your Charges accessed by you through any means.

we, us or our Charges - means all monthly access charges, Services costs and usage call charges payable in accordance with the Pricing Plan and any additional charges or sums payable by you under this agreement. Unless otherwise stated, all prices include GST.

Customer Services - means our Customer Services team.

Default Interest – Means the interest we may charge you for any sum you owe us from the due date for payment to the date we receive payment in full at the rate of 1.5% per month compounding monthly or any other rate notified to you on Our website.

Liability - means liability of any kind we may have to you or anyone claiming through you (whether in contract, tort, equity or otherwise) relating to any loss of profits, loss of data, lost business or missed opportunities, wasted expenditure or savings, or any form of indirect or consequential loss whatsoever, arising from this agreement or our breach of it and or the Services or hardware, such as Mobiles, supplied to you under it.

Network Operator - means any entity with whom we have entered into an interconnection agreement or arrangement (directly or indirectly) providing for the passing of customer generated or customer destined communications between us and that entity.

Mobile - means a mobile phone or other telecommunications device.

Payment - means crediting your CallPlus account or any other CallPlus account by any means available to us from time to time.

Phone Number - means a mobile phone number or a landline phone number which is either allocated to you by us or which you ported or seek to port.

Pricing Plan(s) - means your chosen voice, airtime, data and access rates which form part of this agreement. Pricing Plans are published on our Website.

Re-direct - means a re-direction of all calls being made from a Mobile which may end access to all Services until the re-direction is lifted.

Services - means any telecommunications services and related products and services that are made available to you by us or our agents from time to time.

SIM card - means the subscriber identity module needed to operate your Mobile and through which you are connected to our network, and includes any SIM card issued to you by us.

Telecommunications Service Provider – means a provider of telecommunications services to the public in New Zealand.



Stop - means stopping your use of the Mobile or SIMcard or ending this agreement or suspending, modifying, Barring, Re-directing or restricting your use of the Services or your Mobile or disconnecting your connection to the Services.

Term - means the period specified in your application form or in any extension to or replacement for this agreement. The Term may be shortened as provided for in this agreement.

You or Your - means the person who completes the application form for our mobile Services and who becomes our CallPlus Customer and account holder.

