
Vocus New Zealand

Mobile Service Schedule

25 January 2021

1. Definitions

- 1.1. Defined terms in the Standard Terms have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

Charges - means all monthly access charges, data usage, call or message charges and all other fees payable in accordance with the Plan, this Service Schedule and each applicable Service Order. Unless otherwise stated, all prices exclude GST.

Customer means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

Customer Services - means the Vocus Customer Services team.

Default Interest – Means the interest Vocus may charge from the due date for payment to the date payment in full is received at the rate of 1.5% per month compounding monthly or any other rate specified on the Vocus website.

End User means an individual Customer authorises to connect his or her Mobile Device to use the Services on behalf of the Customer.

End User Terms means the terms set out in Appendix 1.

Input Cost means any direct costs or expenses incurred by Vocus as a result of any services that Vocus receives from third parties (including other Network Operators or Telecommunications Service Providers) in order to provide the Services.

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

Mobile Device - means a Mobile Device or other cellular telecommunications device.

Phone Number - means a Mobile Device number which is either allocated to an End User by Vocus or which the Customer or an End User ported or is seeking to port.

Plan(s) - means a plan for each End User containing a bundle of Services (e.g. calls, texts, data) for a fixed Charge, as specified in the Service Order.

Re-direct - means a re-direction of all calls being made from a Mobile Device which may

end access to all Services until the re-direction is lifted.

Regulatory Event means any legislative or regulatory change (including any determination, direction or decision by a regulatory authority or the introduction of, or change to, any regulations, reference offer or undertaking) that directly or indirectly has the effect of:

- a. materially altering the terms of this Service Schedule;
- b. making the operation or performance of this Agreement impractical;
- c. materially altering the burden (financial or otherwise) of Vocus or or a Network Operator providing services to Vocus to enable the provision of the Services under this Service Schedule; or
- d. causing Vocus or any Network Operators supplying services to Vocus to enable the Services (voluntarily or otherwise) to materially alter its operations or structure.

Services - means the mobile services provided by Vocus as set out in this Service Schedule.

SIM card - means the Subscriber Identity Module on a Mobile Device connected to the Vocus network and includes any SIM card issued by Vocus.

Standard Terms means the standard terms and conditions between Vocus and the Customer governing all Services provided by Vocus to Customer, available at <http://www.vocus.co.nz/legalcontracts>.

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

Term - means the minimum period for Services specified in the Service Order.

Vocus SLA means the Vocus service level agreement which can be found at <http://www.vocus.co.nz/legalcontracts>, as updated from time to time.

1. Services

- 1.1 This Service Schedule will apply to the first and any subsequent Service Orders for Services executed by the Customer and Vocus. It applies to every Mobile Device connection of Customer under all executed Service Orders.
- 1.2 Vocus will provide the number and type of End User connections to Customer specified in the Service Order or otherwise agreed between Vocus and Customer.
- 1.3 Vocus will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the Standard Terms, this Service Schedule, any applicable Service Orders and all applicable laws.
- 1.4 Vocus may vary the Services, if reasonably required for technical, operational or commercial reasons. Vocus may vary the Service without prior notice to Customer provided such variation does not have a material adverse effect on the Customer. If a change to the Service is likely to have a material adverse effect on Customer, Vocus will provide at least 30 days' notice to Customer. If Customer does not agree to the proposed change, it may terminate this Service Schedule by notice in writing to Vocus prior to the change taking effect.
- 1.5 Customer must comply with the End User Terms and must procure that each End User agrees to the End User Terms prior to being connected and complies with the End User Terms throughout the term.

2. Contract term

- 2.1 The contract term for the Services will commence on the date set out in the Service Order and continue for the Term.
- 2.2 Each End User connection ordered under this Service Schedule will also have a minimum term (if any) specified in the applicable Plan and will commence on the date that connection is activated.

3. Services

- 3.1. The Services allows End Users to make and receive local, national and international calls and text messages and consume mobile data (when within our mobile network coverage area) using a

Mobile Device. Each End User must use a Vocus SIM card to connect and use the Services.

- 3.2. Vocus will try its best to provide quality Services. But, because of the nature of mobile telecommunications networks, at times our ability to do so will be affected by factors outside of our control including, but not limited to, geographic conditions and physical obstructions, weather conditions, the number of people trying to use our Network at the same time or faults in our Network or other networks used by Vocus to provide the Services. Vocus cannot guarantee continuous or fault-free Services.
- 3.3. The quality, speed and coverage of the Services also depends partly on each End User's Mobile Device, partly on the Network and partly on other third party telecommunications networks.
- 3.4. The Services may be unavailable at times due to maintenance, repairs, upgrades or modifications to the Network or other networks used to provide the Services. Where it is within our control, we will try to keep such unavailability to a minimum.
- 3.5. If new features or changes to the Services (for example, 4G) require new or upgraded Mobile Devices or other equipment, Customer will be responsible for obtaining this at its cost.
- 3.6. Vocus will try to maintain security of information, but cannot promise that information received or sent using the Services will be secure.
- 3.7. Vocus will try to prevent viruses or other manipulating programs from harming an End User's Mobile Device, but will not be responsible if harm occurs.
- 3.8. Vocus may alter information sent by End Users when using the Services in order to enable delivery to the recipient.
- 3.9. Each End User of Customer must be on the Vocus APN to receive the Services. Customer must ensure that each End User: (i) accepts any request from Vocus to join that network; and (ii) follows any instructions or directions from Vocus for changing the settings on his or her Mobile Device in order to be on the Vocus APN.
- 3.10. Vocus reserves the right to suspend services in whole or in part (including stopping data usage) to any End User who does not move to the Vocus APN in accordance with clause 3.9.

4. Customer responsibilities

- 4.1. Customer must:
 - 4.1.1. comply with the obligations in this

Service Schedule;

- 4.1.2. comply with the law and all the relevant codes and regulations and ensure that no Mobile Device or Services are used by any End User in a way that is abusive or offensive or for an illegal, immoral or fraudulent purpose;
- 4.1.3. provide Vocus with all information reasonably requested in connection with the Service or this Service Schedule and ensure that all information provided is accurate and complete;
- 4.1.4. keep confidential, and not disclose to any other person, any PIN or other access code feature used by, or allocated to, Customer in connection with the Services;
- 4.1.5. not use and must ensure that no End User uses, a Mobile Device or the Services in a way that interferes with any other person's use of the Services;
- 4.1.6. not use and must ensure that no End User uses a Mobile Device or the Services to spam, mail bomb, publish any offensive or unlawful material, harvest information about others, create a false identity, access or upload any Content which breaches a third party right, or any other similar activity;
- 4.1.7. use only Mobile Devices and accessories approved for use with our Service and which comply with all relevant legislation and regulations;
- 4.1.8. follow the reasonable directions and guidelines (including any Fair Use Policies) of Vocus provides regarding the use of the Services;
- 4.1.9. not do anything or introduce anything (including any virus) that may damage or harm the Network, equipment or any third party's network or equipment
- 4.1.10. never interfere, or connect any non-approved equipment to any part of the Vocus Network unless authorised in writing by Vocus to do so;
- 4.1.11. authorise us or a person approved by us to remotely access a Mobile Device in order to perform any tasks that in our opinion are reasonably necessary to maintain, alter or protect the integrity or performance of the Vocus Network or the Services or where Vocus has been directed to do so by law;
- 4.1.12. pay for the repair or replacement of any Mobile Device or other equipment rented or loaned from Vocus which is lost, stolen or damaged;
- 4.1.13. agree to make sure every End User who uses the Service complies with the obligations and responsibilities set out in the Agreement.

- 4.2. The Services are for Customer's internal use only. Customer may not gift, resell or assign them.
- 4.3. Customer is responsible for all Charges and usage relating to each End User's Mobile Device - even if it was not the End User incurring those Charges.
- 4.4. Customer must ensure that each Mobile Device and the SIM is kept secure at all times. Vocus recommend that End Users use a PIN and other access code features provided with a Mobile Device and SIM to ensure that only End Users are able to access and use the Services. End Users must keep all such PINs and access codes confidential at all times. Vocus may assume that any request or instruction it receives is authorised by an End User if it is made from a Mobile Device of an End User.
- 4.5. If a PIN is entered incorrectly three times in a row, the SIM will automatically block and it will not be possible to use it unless it is unblocked. To unblock the SIM an End User will need a PUK1 Code, which they can obtain from the SIM packaging or by contacting Customer Services. If an End User continues to block a SIM by incorrectly entering the PUK1 Code the SIM will be rendered useless after 10 attempts and the End User will lose names, numbers and other information stored on it. A new SIM will be required if the End User wishes to continue using the Services.
- 4.6. SIM cards issued by Vocus remain Vocus' property. On request, Customer must return them in good condition and within 15 working days after termination or a particular connection or this agreement ends. Vocus may charge Customer for the cost of a new SIM card not returned.
- 4.7. Customer must inform Vocus immediately if any Mobile Device or SIM is lost, stolen or damaged. Customer will remain liable for all Charges incurred in relation to the use of a Mobile Device or the SIM up to the time the Customer informs us that the Mobile Device or SIM is lost or stolen, whether the Charges have been incurred by the End User or someone else. If a Mobile Device is lost, stolen, damaged or destroyed, a new Mobile Device and/or SIM will be required for the applicable End User to continue using the Services.

5. Non-stop data

- 5.1. Some plans, packs and extras have non-stop data. This means that the End User will have a certain amount of max speed data as specified in the plan details (for example, 5GB). This is the End User's max speed data allowance. Once the End User has used all their max speed data

allowance, they will have endless data for the rest of their pack or plan or extra duration, but speeds will be reduced to 1.2 Mbps, this will impact the End User's experience. The End User will still be able to use data like before, but may experience some degradation (such as lower video resolution) when watching video, streaming or loading images.

6. Fair use

- 6.1 The Customer and each End User must use the Services fairly. That means not using them in a way that is overly excessive or unreasonable. This policy has been developed based on average customer usage of mobile services. If Vocus considers (acting reasonably and in good faith) that the Customer or any End User is using the Services excessively or unreasonably then Vocus may restrict usage or stop providing Services to one or more End Users.
- 6.2 Unlimited talk and text is for standard person-to-person calls and texts to standard NZ numbers. Premium and special numbers are excluded. Unlimited talk and text cannot be used for multiple simultaneous calling, re-supply, call centre usage, telemarketing, bulk messaging, application-to person communication, continuously call forwarding, auto-dialling, machine to machine communication (including by using the SIM card in any other device), Cellular Trunking Units (CTUs), or any other activity that Vocus Communications considers to be non-standard personal usage.

7. Mobile Roaming

- 7.1 End Users may use a Mobile Device in other countries. This is called "Mobile Roaming" For a list of the countries in which roaming services are available and the associated pricing, please contact Customer Services or visit our website at www.vocus.co.nz/mobile-roaming
- 7.2 Roaming Services are enabled on each connection as a default setting. An End User may check this before heading overseas by calling our Business Service Centre on 0800 89 5000.
- 7.3 Roaming charges vary and are subject to change without notice.
- 7.4 While an End User uses roaming Services, promotional offers, minute or other entitlements which may come with the applicable Plan may not apply. End Users should call our Customer Services on 0800 89 5000 before they leave New Zealand to check.
- 7.5 Roaming relies on the use of overseas telecommunication networks which Vocus does not control and therefore cannot offer any guarantees about the quality of Roaming services. Some Services may not be available while Roaming. The use by Customer or any End User of overseas telecommunication networks will be subject to the terms and conditions of the

relevant network operator. Those terms and conditions will apply in addition to the terms and conditions contained in this Service Schedule.

- 7.6 New Zealand rates do not apply when roaming. The charges that apply to roaming services are in addition to any other charges which apply to the applicable Plan.
- 7.7 All Roaming charges are listed in New Zealand currency and do not attract GST.
- 7.8 Charges listed for incoming and outgoing calls while roaming are charged per minute (Customer must pay the full minute rate for each minute or part minute).
- 7.9 Data roaming is charged in 10kb increments.
- 7.10 When roaming, MMS messages are charged at the standard data roaming rate for the zone the End User is in.
- 7.11 To retrieve a voicemail while overseas, an End User will be charged the standard per minute rate for an outbound call in the zone they are in.

8. Payment

- 8.1 Vocus will bill Customer monthly for mobile usage and rental Charges for each End User.
- 8.2 Customer must pay the Charges no matter who incurs them or how they are incurred.

9. Charging

- 9.1 Vocus may at any time set credit limits for each End User connection or for Customer's account as a whole. Once set, Vocus may restrict the Services provided to any one or more End Users in accordance with that limit.
- 9.2 Calls are charged at the rate applicable when they are commenced. Data is charged at the rate applicable at the start of the applicable data session.
- 9.3 Unless stated otherwise, mobile calls are charged on a minute plus second basis (calculated to the next second). There is a one minute minimum charge for each call. The charge for each call is rounded to the nearest cent.
- 9.4 Mobile Data/Mobile Broadband charges are rounded to the nearest 10KB.

10 Variation to Services and Charges

- 10.1 Subject to clause 9.2 and 9.3, Vocus agrees that it will not vary the Services

and/or Charges, or withdraw any Services, to the extent that such Services were ordered for a Minimum Term and that specific time period has not expired. Where there is no specific time period (or following expiry of such time period), Vocus may at any time:

- a) vary the Charges on 30 days' notice to the Customer;
- b) vary any non-price terms (including the Service Schedule) on 30 days' notice to the Customer; or
- c) withdraw any Service on 60 days' notice to the Customer.

If any variation under clause b) above has a materially detrimental impact on the Services provided to the Customer, Vocus will discuss this with the Customer and take such steps to minimise the impact of such changes that are practicable in the circumstances.

- 10.2 If a Regulatory Event occurs, Vocus may vary any of the Services and/or Charges or any other terms of this Agreement to the extent that Vocus deems appropriate in relation to the Regulatory Event or terminate this Agreement by notice in writing. Vocus will give the Customer such notice of the Regulatory Event and any variation as is reasonably practicable in the circumstances, but where possible no less than 45 days' notice.
- 10.3 If Vocus' Input Costs materially increase, Vocus may except to the extent set out in a Service Schedule, vary this Agreement on 45 days' written notice, including any terms relating to the Services and/or Charges, to the extent required to pass through the increased costs to the Customer. Vocus will follow the same process in relation to the pass through of Input Costs to the Customer as Vocus does for other wholesale customers who purchase the relevant Service.

11. Responsibility for End Users

- 11.1 The Customer indemnifies Vocus and holds Vocus harmless against all loss that Vocus incurs or suffers as a result of any action, proceeding, claim or demand that is made, threatened or commenced by an End User against Vocus, which relates directly or indirectly to the provision of the Services, including Vocus holding or use of information in accordance with this Service Schedule.

12. Limitation of Liability

- 12.1 Customer agrees that it is using the Services for the purposes of a business and that the Consumer Guarantees Act does not apply. Sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply to any Services supplied to the Customer under this Service Schedule and the Customer acknowledges it is fair and reasonable to exclude such provisions.

- 12.2 The limitations of liability in the Standard Terms

apply to and include all Vocus officers, employees, agents, contractors and Network Operators involved in providing the Service. Without limiting the above, Spark New Zealand Trading Limited will have no liability to Customer or any End User in connection with the Services.

- 12.3 If Customer or its End Users obtain a Mobile Device other than from Vocus 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.
- 12.4 Neither party has any liability to the other under or in connection with this Service Schedule, unless the notice of the claim has been given within 12 months after the circumstances giving rise to the claim became reasonably discoverable.

13. Phone numbers

- 13.1 Phone Numbers are allocated to End Users by Vocus or another Telecommunications Service Provider and do not belong to an End User.
- 13.2 Customer may Port any one or more Phone Numbers to another Telecommunications Service Provider. Customer must contact the Telecommunications Service Provider Customer wishes to Port to and complete the Porting requirements of that Telecommunications Service Provider. We will comply with our obligations under the Terms for Local and Mobile Number Portability in relation to the Porting of the Phone Number to the other Telecommunications Service Provider. Customer will be responsible for all costs associated with Porting the Phone Number (including any applicable early termination charges owed).
- 13.3 We may be required by law, under contracts with other Network Operators or for other reasons to change the Phone Number(s). Vocus will do our best to give Customer notice of any change required. Vocus will not be liable for any costs which Customer, or anyone else, may incur as a result of such change.
- 13.4 If Vocus disconnects an End User's connection(s) to the Services and the End User has not Ported or transferred the Phone Number(s) prior to disconnection, Vocus may re-allocate the Phone Number(s) to another Customer.

14. Privacy

- 14.1 Customer will provide Vocus with personal information about End Users

and Vocus will obtain additional personal information from each End User's use of the Services. Customer agrees to obtain each End User's consent to every provision of this clause 13 in respect of Vocus' use of End User personal information.

- 14.2 Customer agrees Vocus may use personal information about End Users and disclose it to third parties if required to provide the Services, for credit checking, for collection and or to communicate with Customer and End Users about current and future Services (including other Network Operators providing Vocus with services to enable Vocus to provide the Services to Customer, including Spark New Zealand Trading Limited). Customer agrees that personal information can be shared with other Network Operators, for the purpose of monitoring and investigating fraud and other offences. Vocus may also share personal information to law enforcement agencies where required by law or in response to a bona fide request in connection with an investigation.
- 14.3 End Users may request access to their personal information (although we may charge a fee for making it available) and request that any incorrect information be corrected.
- 14.4 Vocus may record or monitor calls from Customer or any End User to verify information and for staff training.
- 14.5 Vocus may include personal information about End Users in a telephone or similar directory or directory enquiry service provided or operated by Vocus or a third party unless Customer tells us not to.
- 14.6 The Customer acknowledges that, in providing the Services to the Customer, Vocus and other suppliers or Network Operators providing services to Vocus to enable the Services may transfer information about Customer (including personal information of End Users) to countries outside of New Zealand, that may not have the same levels of legal protection for personal information.

15. Termination and suspension

- 15.1 Customer may discontinue the Services in respect of any one or more End User by providing 30 working days' written notice to Customer's account manager or by email to support@vocus.co.nz.
- 15.2 The End User connection will end on the 30th working day after we receive the notice or port notification from another provider. At Vocus' option, some Services may be terminated sooner.
- 15.3 For each connection terminated by Customer, Customer must pay:
- a) the early termination charges; and
 - b) all Charges incurred by End Users to the date of disconnection; and

- c) any outstanding Charges and other moneys payable under this Service Schedule.

15.4 If the Customer terminates all End User connections pursuant to a Service Order, any unused portion of any hardware fund provided will be forfeited.

15.5 Vocus may suspend the provision of Services for any one or more End Users due to any unplanned or emergency maintenance, any unplanned unavailability of or interruption to, the Vocus Network or the network of one or our suppliers or in order to provide or safeguard service to any emergency or other essential services. In such event, Vocus will use its reasonable efforts to:

- a) give the Customer as much notice as reasonable practicable of such suspension;
- b) keep the Customer informed in relation to the suspension or interruption of the Services; and
- c) manage the suspension or interruption of the Services with a view to minimising the impact to the Customer and End Users.

15.6 Vocus may (without limiting any of its other remedies) suspend the provision of the Services for any one or more End Users determined by Vocus during any period where the Customer is in breach of the Agreement (including by not limited to fraud, failure to comply with Vocus' reasonable directions, interference with the Network etc) for so long as such breach remains unremedied.

15.7 Following suspension of the Service by Vocus, where Vocus is satisfied, acting reasonably, that the breach has been remedied, Vocus will use its best endeavours to promptly reinstate the Services.

Appendix 1: End User Terms

Respecting others.

When using Spark services, you must not interfere with anyone else's equipment or services, and you must respect Spark's and others' intellectual property rights. You must also respect our staff, and not threaten, bully, or harass our staff, or anyone else (when using our services). Never interfere with the reasonable use of our services by our other customers.

Respect our networks and equipment.

You must not do anything or introduce anything, like a virus, that could interfere with, damage, or harm our networks or equipment. Do not connect anything, like a phone or modem, to our network unless it has a telepermit or Spark label on it (or we tell you otherwise). If you lose, steal, or damage any part of our network or equipment, you might have to pay the repair or replacement costs. This will also apply to you if someone you are responsible for or someone using your services causes loss or damage to our network. It is up to you to make sure your in-home wiring and non-Spark equipment does not interfere with the services we provide to you.

Follow the law.

Make sure that the things you do when using our services are legal and above board by complying with all applicable laws, regulations, standards and codes when using our services, including, but not limited to, the Privacy Act 1993, Fair Trading Act 1986, Copyright Act 1994, Defamation Act 1992 and the Crimes Act 1961, and not infringe a third party's rights.

Fair use by you.

You must use our services fairly.

This means you agree to use them in a way that is not overly excessive or unreasonable. This policy is based on how most people use the service and helps us make sure everyone using it gets to enjoy it. If we, acting reasonably and in good faith, believe your use is excessive and unreasonable, we might need to restrict the service or stop providing it to you.

Using the Services as they are designed

Follow all Spark's reasonable directions about the use of our services.

Obtain any authorisation, licence or consent Spark think is necessary for us to provide the service to you (such as resource management or building consents).

Do not use the services, or content or anything else provided by us or available on our websites, in any way that implies an endorsement, sponsorship or association by us with any product, service, person or entity.

Make sure anyone else who uses the services we provide to you, or does anything relating to them, also meets your responsibilities. You can take steps to prevent unauthorised use of your services (for example, depending on the services, by using passwords, PIN numbers, toll barring options and/or other security measures to control who gains access to and uses your service). You will not be responsible and liable for any unauthorised use of the services if such use is a result of our breach of contract or negligence.