
Vocus New Zealand

Wireless Broadband 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:

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

Early Termination Terms means the document setting out the Early Termination Fees that will apply to the Services, available at: <https://www.vocus.co.nz/legal-contracts>

End User means an individual Customer authorises to use the Services on behalf of the Customer.

Mobile Terms means the Mobile Service Schedule available at: <https://www.vocus.co.nz/legal-contracts>

Premises means an address specified in a Service Order where Customer will receive the Services.

Services - means the wireless broadband service provided by Vocus as set out in this Service Schedule.

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>.

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

2. Services

- 2.1 The Service is a fast broadband service which connects the Customer's Premises to our broadband network using a mobile network instead of fixed line infrastructure. It connects the Customer's Premises to our network via a wireless connection which runs on a mobile network.
- 2.2 If specified in a Service Order, the Services will also include a Wireless Landline which connects to the public phone network so you can make local, national, international and mobile calls using the Services. Vocus standard calling charges will apply.
- 2.3 The Services may only be used at the Premises specified in the Service Order. The

Services are only available in certain locations. The Customer must check the location of each proposed Premises with Vocus and Vocus will confirm whether or not the Services are available.

- 2.4 As the Services are provided on a mobile network, the Mobile Terms apply to the Services, as amended by this Service Schedule. In the event of any conflict or inconsistency between this Service Schedule and the Mobile Terms, this Service Schedule will prevail.
- 2.5 Vocus will provide the Services to the Customer on the terms of the Standard Terms, the Mobile Terms, 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, the Mobile Terms, this Service Schedule, any applicable Service Orders and all applicable laws.
- 2.6 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 without liability for an early termination charge by notice in writing to Vocus prior to the change taking effect.

- 2.7 Vocus will supply the Customer with a modem to access the Services. On expiry or termination of this Service Schedule for any reason, the Customer must return the modem to Vocus.

3. Contract term

- 3.1 The contract term for the Services will commence on the date set out in the Service Order and continue for the Term. On expiry of the Term,

Vocus will continue providing the Services under this Service Schedule until terminated by the Customer.

- 3.2 Each month the Customer must pay the Fees specified in the Service Order.
- 3.3 The Customer may terminate the Services at any Premises by providing 30 days notice in writing. If the Customer terminates prior to expiry of the Term, it must pay an early termination charge as specified in the Early Termination Terms.

4. Data usage

- 4.1 The Customer's usage is limited to the monthly data caps specified in the Service Order for each Premises.
- 4.2 If the Customer exceeds their monthly data cap, the Service will cease until the expiry of that month or until the Customer purchases additional data from Vocus at a price specified by Vocus at the time.
- 4.3 As above, the Customer may buy extra data over and above the data cap specified in the Service Order. However, if the Customer needs more than 50GB of data over the allowance for any Premises, Vocus may end the Service or move the Premises to a different plan by notice in writing.
- 4.4 Vocus may have to pause, restrict, end or slow performance of the Service if it is necessary for us to protect our networks or manage traffic over our network