

TERMS AND CONDITIONS FOR PREPAY CUSTOMERS

If you have a Prepay connection then you will need to review the terms and conditions set out below which will govern the contractual relationship between us. Where a Service for which you have applied is subject to specific terms and conditions published on our Website, the specific terms and conditions (as amended from time to time) shall form part of this Agreement. If there is any inconsistency between these Terms and Conditions for Prepay Customers and any other terms and conditions, then these Terms and Conditions will take precedence. We may refer to you below as a "Prepay Customer".

Please read the following terms and conditions carefully. If you do not comply with them, we may stop you from receiving our Services.

1. Interpretation

"Add-Ons" means monthly tariff bundles, which are available for purchase to Classic Pricing Plan and Supa Prepay customers only.

"Activation" and "Activate" means the use of our Services and consequential reduction of the preloaded credit in your Prepay Account or by making a Payment to your Prepay Account.

"Agents" means any contractors, providers, dealers or agents appointed by Vodafone to perform any of Vodafone's obligations under this Agreement.

"Agreement" means these terms and conditions between us and you.

"AutoRoaming Country" has the meaning set out in paragraph 6(b).

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

"Classic Pricing Plan(s)" means our Motormouth, Prepay Nights and Weekends and Prepay Anytime Pricing Plans;

"Connection Pack" is a Mobile Phone Number and SIMcard which will connect you to the network.

"Customer Services" means the Vodafone customer services team.

"Fair Use Policy" has the meaning set out in paragraph 5 and is published on our Website and updated from time to time.

"Inactive" has the meaning set out in paragraph 17 (b).

"Mobile Device" means a mobile phone or other telecommunications device.

"Mobile Phone Number" means a mobile phone number which is either allocated to you by Vodafone or which you Port or seek to Port.

"Mobile Service Provider" means the provider of mobile telecommunications services to the public in New Zealand.

"Network Operator" is 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.

"Payment" means loading additional monetary credit to your Prepay Account by any means made available by us from time to time.

"Port" means to transfer the Mobile Phone Number from one Mobile Service Provider to another according to the approved industry process (and words such as Porting, Ported and Porting Process shall be construed accordingly);

"Prepay Account" is the account where your monetary credit is stored, and from where the cost of calls and any other Services are deducted.

"Simply Prepay" means our Simply Prepay Pricing Plan.

"Pricing Plan(s)" are your chosen airtime and access rates and form part of this Agreement, and include our Classic Pricing Plans and Supa Prepay.

"Services" means the mobile telecommunications network services and related products and services that are made available to you by us or our Agents from time to time.

"SIMcard" is the subscriber identity module needed to operate your Mobile Device and through which you are connected to our network, and includes any SIMcard issued to you by us.

"Supa Prepay" means our Supa Prepay Pricing Plan.

"Website" means our website at www.vodafone.co.nz.

"we" or "us" means Vodafone New Zealand Limited and "our" has a corresponding meaning.

"you" means the customer under this Agreement and "your" has a corresponding meaning.

2. Commencement of Agreement

This Agreement begins upon your purchase or receipt of a Connection Pack or when your Prepay Account is activated when switching your Mobile Phone Number from On Account to Prepay.

3. Coverage and Services

(a) While we will do our best to provide quality Services, because of the nature of mobile telecommunications it is impossible to provide a fault-free service and the quality and coverage of the Services depends partly on your Mobile Devices, partly on our network and partly on other providers and telecommunications networks to which our network is connected or connects.

(b) Coverage and Services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance,

outages on other networks and provider sites or other operational or technical difficulties which means that you may not receive some or all of the Services in certain areas or at certain times. Coverage and Services can also change with network expansion or reconfiguration.

(c) The integrity or quality of the data or information you send or receive via the Services (including PXT or other files) may be affected or compromised due to the configuration of our network, the use of the internet, or the configuration or limitations of your, or your intended recipient's, Mobile Device or other device.

(d) You may not make 0900 calls, collect calls, special number calls, or any calls where charges are not immediately available.

4. Using our Services

(a) You may make local, national and international calls, text messages and access voiceMail and other Services.

(b) Voice messaging is part of the Services we provide. You are responsible for changing the PIN from the preset number and setting your own PIN access for the voiceMail service and keeping that information confidential. You are responsible for all access into and out of the voiceMail service and for any charges incurred as a result, whether or not you reset the PIN access. In the interests of others, we must limit the number and duration of messages that can be left on your voiceMail service. You are also responsible for setting your own password(s) for access to any email services made available to you through the Services and for keeping that information confidential.

(c) The Services may be changed, modified, advanced, suspended or removed by us. We will try to notify you before doing this or introducing substitute or new Services. If any of our new Services require new or upgraded Mobile Devices or equipment, you will be responsible for obtaining that new or upgraded Mobile Device or equipment.

(d) You agree to follow our instructions about the use of the Services and ensure that everyone you are responsible for also meets your responsibilities when using your Mobile Device. You agree to keep us protected against any legal action taken against us and to meet any losses we may incur as a result of such use of the Services. You are responsible if anyone else, whether authorised by you or not, uses or misuses your Mobile Device or our Services.

(e) You agree not to use your Mobile Device or the Services for any abusive, illegal or fraudulent purpose.

(f) You acknowledge that we do not support Voice over Internet Protocol ("VoIP") and that we can provide no assurance that currently available access levels may be maintained.

(g) We can require you to stop using any SIMcard or Mobile Device immediately if we believe that it could cause any interference, you have used it to spam other users or are sending an excessive number of calls, texts or other messages, or if it is not approved by us for use on our network or in connection with any of our Services. You must not use any Mobile Device which masks or in any way alters the true origination or termination of any call or other transmission.

(h) Using or agreeing to use the Services does not give you any rights in any part of the Services. You must not resell, in any way whatsoever, the whole or any part of the Services.

(i) You agree that if you do not use the Services in accordance with these conditions we may restrict or suspend your use of the Services.

5. Fair Use Policy

All our Services are subject to this Fair Use Policy. We may apply this Fair Use Policy where in our reasonable opinion your usage of our Services is excessive and/or unreasonable as detailed in this paragraph. We have developed this Fair Use Policy by reference to average customer profiles and estimated customer usage of our Services. If your usage of our Services materially exceeds estimated use patterns over any month, then your usage will be excessive and/or unreasonable. If your usage is excessive and/or unreasonable, Vodafone may contact you to advise you that your usage is in breach of this Fair Use Policy. We may then request that you stop or alter your usage to come within our Fair Use Policy. If your excessive or unreasonable usage continues after receipt of a request to stop or alter the nature of such usage, we may, without further notice, apply charges to your account for the excessive and/or unreasonable element of your usage: suspend, modify or restrict your use of our Services or withdraw your access to the Services.

6. Roaming

(a) You can use your Mobile Device in other countries. We call this "roaming". For a list of the countries in which you can use roaming Services, please visit our Website.

(b) Some of the countries in which you can use roaming Services are what we call AutoRoaming Countries. This is because you can use roaming Services in those countries without prior application or doing anything else, unlike those countries which are not AutoRoaming Countries. For a list of the AutoRoaming Countries, please visit our Website.

(c) If you use roaming Services in any of the AutoRoaming Countries, your Prepay Account will be debited with all roaming charges incurred. You must ensure that the balance of your Prepay Account is sufficient to meet these charges.

- (d) If you would like the ability to use your Mobile Device in any other country (i.e. not an AutoRoaming Country) then you visit a Vodafone outlet, or our Website, to apply. Your request for this will be subject to you meeting our credit criteria. A set up fee may apply. We may also ask you to pay a non-interest bearing deposit and roaming on Prepay may be limited to a specific period of time. All charges incurred in relation to your Mobile Device or SIMcard in any of these non AutoRoaming Countries (as well as any AutoRoaming Countries also visited) will be deducted from your nominated credit card (if your application is accepted by us) or from your Prepay Account, at our option.
- (e) The terms and conditions on which you may use overseas networks will depend on the country you are visiting. The terms and conditions of those other Network Operators will apply in addition to ours. Please see our Prepay Roaming Terms and Conditions displayed on our Website for more details.

7. Security

- (a) You must keep your Mobile Device and SIMcard secure at all times. We recommend that you use PIN and other access code features provided with your Mobile Device, the SIMcard, or the Services, to ensure that only you are able to access and use the Services, and no one else. You must keep all such PIN codes confidential at all times.
- (b) If your Mobile Device or SIMcard becomes lost or stolen, or is otherwise not in your possession you must contact Customer Services immediately so that we can prevent further calls being made from it. This is important as all charges for calls made, messages or other content sent, or Services accessed using that SIMcard or your voicemail will be debited from your Prepay Account up to the time you advise us of its loss or theft. We are not liable for any loss to you as a result of the loss of, theft of, damage to, or unauthorised use of, your Mobile Device or SIMcard.
- (c) Some Services are available via the internet or other systems operated by third parties and, although we will endeavour to maintain the security of information, we cannot guarantee that information you receive or supply when using the Services will be secure at all times. You acknowledge that we are unable to exercise control over, and make no representations or warranties concerning, the security or content of data or information passing over our network, any systems operated by third parties, and the internet.
- (d) If the PIN request function is activated on your Mobile Device and the PIN is entered incorrectly three times in a row, the SIMcard will automatically block. To unblock the SIMcard you will need the PUK code. If you continue to block your Mobile Device by incorrectly entering the PIN you may destroy the SIMcard and lose names and numbers stored on the SIMcard. You will then be required to purchase a new SIMcard which comes with a new PUK code.
- (e) We will not be responsible for any harm you suffer from a virus or other manipulating program which infiltrates your Mobile Device, whether it was transmitted via the Services or otherwise. In accordance with clause 7(a) you remain responsible for all charges for the use of any services activated by such a virus or program.

8. Charges and Billing

- (a) Call charges are set out in the Pricing Plans. We can vary these charges from time to time and will notify you in accordance with clause 20. There may be additional charges for data and other Services. We reserve the right to charge you a reasonable fee if you request information about your calls or other Services.
- (b) Payments on your Prepay Account remain available for 365 days after the date of Activation, or Payment. You must make a Payment of at least \$20 at least once every 365 days. Any unused balance on your Prepay Account is forfeited unless a Payment is made within the applicable period.
- (c) You may choose to change from a Classic Pricing Plan to Supa Prepay or Simply Prepay, or between Supa Prepay and Simply Prepay Pricing Plans. If you move between eligible Pricing Plans, any credit in your Prepay Account will be transferred and will remain available for 365 days after your last Payment. You cannot change from Supa Prepay or Simply Prepay to a Classic Pricing Plan, or between Classic Pricing Plans.
- (d) It is your responsibility to check what, if any, special terms and conditions there may be for your chosen Pricing Plan or if there is any fee for changing your Pricing Plan.
- (e) A fee may apply to change between our Prepay Pricing Plans.
- (f) No bill will be issued for your use of the Prepay Service.
- (g) Each call you make is charged at the rate which is applied when the call commenced. We will not be liable for any loss you suffer as a result of your assumption that a particular number is on a particular network (eg that an 021 number is held by a Vodafone customer).
- (h) Calls are charged at intervals as follows:
- a minimum of one minute per call;
 - On Classic Pricing Plans a call is charged by the second after the first minute;
 - On Supa Prepay and Simply Prepay, calls will be rounded up and charged by the minute.
- (i) You can make payments of selected amounts to your Prepay Account. Your ability to make calls (except 111, 0800) will cease when the credit on your Prepay Account is zero, or has expired even if you are on a call. However, you will still be able to use any Add-On until it expires on its renewal date, even though your Prepay Account balance is zero.
- (j) We reserve the right to change or remove the method by which you make Payments.
- (k) We are not responsible for any calls being cut off where your airtime credit has been used up.
- (l) Calls to 123 and any other service number for other Network Operators will be charged. Calls to 555, 701, 702 and genuine calls to 111 are free. If you call 777, 0800 800 021 or +6493552007 and select to speak to Customer Services you will be charged.

- (m) Calls to access your voiceMail service will be charged (other than those to set up your voiceMail box if you use 701 or 702 to do this).
- (n) If you lose or damage your SIMcard you will need to purchase a new SIMcard or a new Connection Pack. In this event your new SIMcard comes with no monetary credit and you will lose any unused monetary credits in your Prepay Account. A new Connection Pack will have a new number.
- (o) All monetary credit on your Prepay Account is specific to your SIMcard and is non-transferable to any other Prepay Account or SIMcard.
- (p) If you wish to use your Prepay Mobile Device as an On-Account Customer or with another GSM network, a charge may apply to modify the Mobile Device and/or SIMcard for On-Account use or for use with another GSM network.
- (q) If you need technical support or administration services we may charge you for this. We will give you an estimate of the costs so you can decide whether or not to proceed. You must tell us that you accept any charges before we will supply the technical support or administration services.
- (r) If you use the roaming Services then you will incur all or any of the following charges from the Network Operator(s) in the relevant roaming country, in addition to our charges:
- charges for connection to their network;
 - charges for calls and other messages sent or received by your Mobile Device or SIMcard, at rates determined by the Network Operator; and
 - any other charges which the Network Operator(s) may impose from time to time for using their services.

Please note that:

- minute or other entitlements which may come with your Pricing Plan will not apply when roaming; and
- the above roaming charges will vary from Network Operator to Network Operator and will change from time to time. Please visit our Website for further information.

9. Add-Ons

- (a) Add-Ons are charged at the time of subscription and will renew every calendar month either while you have sufficient credit balance in your Prepay Account or until cancelled.
- (b) Add-Ons renew each calendar month. If you purchase an Add-On on the 29th, 30th, or 31st and the following month does not have that date in it, your renewal date will be moved, and will continue to renew on the date that it has been moved. For example if you purchase an Add-On on 31st August, it will renew on 30th of each month thereafter.
- (c) If you have insufficient credit balance in your Prepay Account at the time any Add-On is due to renew, the Add-On will be placed on hold for up to 14 days from the date it was to renew. You cannot use your Add-On, or change the set up of the Add-On, while it is on hold. The Add-On will be automatically reactivated and deducted from your Prepay Account when you make a Payment, provided your Payment is sufficient to cover any outstanding IOUs and other Add-Ons you subscribe to or have on hold. If you do not make a sufficient Payment while your Add-On is on hold, your Add-On will be removed from your Prepay Account.
- (d) Any entitlement under an Add-On which is unused at the end of the month will be forfeited.
- (e) If you cancel an Add-On partway through a renewal month your Add-on will continue to be active and you can still use it until it expires on its renewal date. You will not receive a credit of any kind.
- (f) Add-Ons cannot be used when you are roaming overseas.
- (h) Add-Ons are non-refundable.

10. Consumer Guarantees Act and Limitation of Liability

- (a) You may have the benefit of statutory guarantees under the Consumer Guarantees Act 1993. Unless you use, or hold yourself out as using, the Services for the purposes of a business, nothing in these terms and conditions will limit or exclude your rights under that Act.
- (b) Where you do use, or hold yourself out as using, our Services for the purposes of a business, then the Consumer Guarantees Act statutory guarantees do not apply to your connection or to our Services and we exclude any liability of any kind (whether in contract, tort, equity or otherwise) to you or anyone claiming through you, relating to any loss of profits or revenue, loss of data, lost business or missed opportunities, wasted expenditure or savings you might have had, or any form of indirect or consequential loss whatsoever, arising from:
- your connection to our network or the content or supply of any Services;
 - the failure, interruption or delay in the supply of any Services (including number transfer and roaming, if applicable) or any part of them or any negligence in this regard;
 - the fitness of all or any of the Services for any particular purpose;
 - errors in or omissions from any directory assistance listing or published directory assistance;
 - the inaccurate transmission of any call;
 - your use of the Mobile Device (whether authorised or not);
 - any other matter which relates to this Agreement.
- (c) If you are a consumer customer, except where we cause direct damage to your property due to our negligence (and subject to paragraph 10(a) and the liability cap in paragraph 10 (d)), to the extent allowed by law we have no other liability to you or any other person in respect of this Agreement.
- (d) If for any reason the exclusions in paragraph 10(b) and (c) do not apply then our liability to you, or anyone claiming through you, will be limited at all times to \$10,000 or the total amount of all Payments made by you in the 6 month period

immediately prior to the date of your claim, whichever is the lesser sum. This limitation applies to each claim or series of related claims made by you. For the purposes of paragraphs 10 (b), (c) and (d), "we" and "our" include our officers, employees and Agents, as well as all Network Operators.

11. SIMcard

Any SIMcard we issue to you remains our property. You must return it to us in good condition when your connection ends. We may charge you a fee if you fail to return the SIMcard within 30 days after disconnection.

12. Provision of Hardware and Additional Services

- (a) If you have acquired a Mobile Device or other accessories, such as a battery pack or mains charger, from us, or from one of our dealers or Agents, all claims in relation to those products are covered by the warranty, if any, offered by the relevant manufacturer.
- (b) If you have acquired a Mobile Device from some other source, for example from overseas or secondhand, and it does not support all of the Services offered by us, we are not under any obligation to take any action so that you can access any such Services. Features, and access to content and Services, may vary between different Mobile Devices.
- (c) We do not make any warranty as to the accuracy, completeness or currency of any content or material which you may access or have provided to you, using our Services. Where services are provided by a third party we accept no responsibility or liability for their quality or the nature of their content.
- (d) Content or material which you may access or have provided to you, using our Services, is for your personal or non-commercial use only. You may not forward copy, reproduce, re-sell or distribute such content or material to any third party or interfere with it in any way. You acknowledge that this obligation is expressly for the benefit of our Agents.
- (e) You agree that you are responsible for ensuring that you have the right to send all data and information that you send when using the Services. You acknowledge that we may alter any data or information that you send when using the Services in order to enable delivery of that data or information to the recipient.

13. HotLink™

- (a) HotLink™ is part of the Services we provide. For information on registering for HotLink with a participating Bank please visit our website. For security reasons you may only register one debit card on your Mobile Device's SIMcard for HotLink™ and that debit card cannot be registered for HotLink™ on another SIMcard.
- (b) We will not charge you for using HotLink™ although your bank may charge you for a HotLink™ transaction. You will be responsible for these charges. Where you choose to make a Payment to your Mobile Device using HotLink™, the Payment will be made to your Prepay Account.
- (c) Where you choose to make a Payment to another Mobile Device using HotLink™, the Payment will be made to the Vodafone account of the phone number you enter and that person will be advised by text message that a Payment has been made to their Mobile Device. Any error in entering this number may result in Payment being made to an unintended person or the Payment not being made at all.
- (d) Your ability to successfully make a Payment using the HotLink™ Service will be affected by the matters specified in paragraphs 3 and 4 of these terms and conditions. The HotLink™ Service will at all times be subject to Vodafone's network coverage. HotLink™ is only available to Mobile Devices that are able to send text messages, have the correct SIMcard version, and are compatible with the HotLink™ Service. Outside New Zealand, HotLink™ is available to you in AutoRoaming Countries only, subject to network coverage. For more information about international roaming, including AutoRoaming Countries, please visit our Website. On successfully making a Payment using HotLink™ your Mobile Device will receive a text message confirming this. The Payment will not be complete until you receive this message.
- (e) It is your responsibility to ensure that you enter the correct Mobile Device number when making a Payment to another Mobile Device using HotLink™. We will not be responsible for any inaccuracy in your instructions and will not be required to refund to you any Payment you make by mistake. We do, however, reserve the right to deduct from your Prepay Account any Payment that is mistakenly paid to you.
- (f) When you make a Payment using HotLink™ you must enter your debit card PIN number or password as set up in the HotLink registration process, not your Vodafone PIN number. You must keep your PIN number or password confidential at all times in accordance with your bank's terms and conditions. If the incorrect PIN number or password is entered more than once your bank may block your debit card. If this occurs you will need to contact your bank. Certain responsibilities relating to HotLink™ also lie with your bank. In these cases we may direct you to contact your bank about HotLink™.
- (g) We can, at our discretion, impose limits on the amount of any Payment you can make using HotLink™. You must observe any limits we set from time to time although we will not be liable to you should we allow you to exceed these limits.
- (h) To the extent permitted by law and without limiting any other provision of this Agreement, we will not be responsible for any direct or indirect loss or damage you suffer that results from your use of HotLink™, your inability to access HotLink™, any delay or failure in processing any Payment using HotLink™, or any act or omission of any third party.

14. Mobile Phone Numbers and Number Portability

- (a) Mobile Phone Numbers are allocated to you by us or another Telecommunications Service Provider and do not belong to you. Your Vodafone mobile phone number will remain active for 365 days from your last Payment.
- (b) You may Port the Mobile Phone Number to another Mobile Service Provider. If you wish to do so, you must contact the Mobile Service Provider to whom you wish to Port to and you will be responsible for completing the Porting requirements of that Mobile Service Provider. We will comply with our obligations under the Terms for Local and Mobile Number Portability in relation to the Porting of the Mobile Phone Number to the other Mobile Service Provider. You will be responsible for all costs associated with Porting the Mobile Phone Number.

- (c) We may be required by law, under contracts with other Network Operators or for other reasons to change your Mobile Phone Number(s). We will do our best to give you notice of any change required. We will give notice by leaving a voice message and/or by text. We will not be liable for any costs which you, or anyone else, may incur as a result of such change.
- (d) If you or we disconnect your connection(s) to the Services, and you have not Ported the Phone Number(s) prior to disconnection, we may re-allocate the Phone Number(s) to another customer.

15. Privacy

- (a) Vodafone's use of your personal information (if any is collected) is governed by this Agreement and the Vodafone Privacy Policy, which can be accessed at <http://www.vodafone.co.nz/personal/about/legal-stuff/vodafone-privacy-policy.jsp>
- (b) You agree that we and our Agents can collect information about you and the way in which you are using the Services. This information may be obtained from you or we will obtain it from our records. You may ask to see personal information we have about you and ask us to correct any information that is not correct.
- (c) You agree that we and our Agents can use and hold this information and share it with one another, or with any Vodafone group company and with those employees who need to use your information in the context of our business, for a range of lawful purposes connected with our business operations including:
 - providing you with the Services;
 - sending you bills;
 - maintaining and improving the quality of the Services;
 - directory purposes (see paragraph 16 below);
 - checking your creditworthiness;
 - keeping you informed about our special offers, products and Services, and those of selected Agents, which may be of interest to you (unless you have told us that you do not want to receive this information).
- (d) You agree that we and our Agents may send you marketing messages, electronic or otherwise, about our special offers, products and Services, and those of our selected Agents and third parties which may be of interest to you. You agree too that the electronic marketing message we, our Agents and third parties send need not include an unsubscribe facility.
- (e) Some of our services, such as free2TXT, Call Me and selected user initiated service queries, are available to you free of charge ("Free Services"). If you use a Free Service to request or send a message, you agree that you or the recipient of that message may receive third party advertising with the requested message, even if you or the recipient have opted out of receiving marketing messages from us.
- (f) To maintain and improve the Services, we can monitor and record calls you make to us or we make to you.
- (g) Some personal information can be shared with other Network Operators so you can make and receive calls, so we can transfer numbers from one network to another and to monitor or investigate fraud or other offences. We may also provide your personal information to public sector agencies in order for them to investigate an offence.
- (h) If you choose callerID Restriction (CLIR), we will prevent your number being shown on any receiver. Your number may still be displayed to emergency or other services, when you send a text message and to us. Where you do not choose CLIR, your number may be displayed to the person you have called.
- (i) Subject to any rights you may have under the Privacy Act 1993, we will not be liable to you, or to anyone else, for:
 - the content or lack of confidentiality of any Services you use;
 - any disclosure we make by law to a public sector agency.

16. Directory Assistance and Listing

- (a) We may include your personal information in any telephone or similar directory or directory enquiry service provided or operated by us or by a third party subject to any objection or preference you may have indicated to us. We will give you an opportunity to express any objection or preference. If you indicate that you wish to be listed in the white/yellow pages and/or for directory assistance, your name(s), telephone number(s) and address details will be given to the directory assistance service provider for listing at your cost.

- (b) Any arrangement you make to be listed will be a matter between you and that directory listing service only.

17. Ending this Agreement and Suspending Services

- (a) You may end this Agreement simply by ceasing to use your Prepay Mobile Device.
- (b) Your Prepay Account will become Inactive if:
 - you make no Payment or outbound call for 24 months after purchasing your connection pack; or
 - you make no Payment within 12 months after the last Payment
- (c) This Agreement will automatically end if your Prepay Account becomes Inactive or if you Port the Mobile Phone Number from us to another Mobile Service Provider. Should this occur:
 - you will lose your allocated Mobile Phone Number (unless you have Ported the Mobile Phone Number to another Mobile Service Provider);
 - Vodafone will own any credit balance in your Prepay Account;
 - you will lose any names or numbers stored on your SIMcard;
 - you will lose voiceMail in relation to your allocated Mobile Phone Number.

- (d) This Agreement (and all associated Pricing Plans) will automatically end if you switch your Mobile Phone Number from Prepay to On Account. Should this occur, any credit balance will be transferred to your new account but you may lose some of your Add-Ons.
- (e) Where your Prepay Account has become Inactive but you wish to resume prepay service with us, you will need to purchase a new Connection Pack, which will include a new phone number. You will be deemed to have entered into a new agreement with us (on the terms and conditions set out in this Agreement) on Activation of your new Connection Pack (or any package that contains a new SIMcard).
- (f) We can suspend, Bar or restrict your use of any or all of the Services or disconnect your connection without telling you if:
- you do not keep to the terms and conditions in this Agreement;
 - you make abusive, offensive, malicious or nuisance calls or communications, or use any of our Services in an offensive way;
 - you are abusive or offensive to us, our dealers or Agents, or any other person;
 - we suspect you of using the Services for any illegal or fraudulent activity or in any way that infringes anyone's legal rights (such as copyright);
 - all of the Services are permanently or temporarily (for any reason) unavailable to you;
 - you continue to use the Services in breach of our Fair Use Policy after we have contacted you to discuss your excessive usage;
 - you do not keep to any other terms and conditions imposed by us in accordance with this Agreement;
 - your Prepay Account becomes Inactive; or
 - you tamper with or modify any SIMcard or any recharge card issued by us for increasing the credit on your Prepay Account other than in accordance with instructions given to you by us.
- (g) The text messaging Service may be suspended from your Prepay Account if you use it with an insufficient airtime credit balance or if you do not comply with this Agreement.
- (h) Without limiting the above, we can disconnect your connection:
- if any of our licences to operate our network is ended or suspended or any interconnection agreement with any other Network Operator expires or is ended; or
 - for any other reason we believe that it is appropriate to do so.
- (i) We can delete or prevent access to material on our server which we believe, in our reasonable opinion, breaches these terms, or which is the subject of an infringement notice under s 92 of the Copyright Act 1994 .

18. Rights and Responsibilities that Continue

Ending this Agreement does not affect any of the rights or responsibilities which are intended to continue or to come into existence after this Agreement ends, including (without limitation) any obligation you may have to return any Vodafone equipment you may have on loan from us or any of our dealers or Agents.

19. Network Operators and Other Suppliers

We have certain obligations towards other Network Operators and our dealers, Agents and suppliers. Those persons (and their officers, employees, contractors and agents) will not be liable to you or anyone else for any claims, costs, damages, losses or other liabilities of any kind arising in any way from the services we provide or from your use of those Services and our network, including (without limitation) your access to and use of any provider's site or Network Operator's networks. This paragraph creates an obligation that other Network Operators and/or our dealers, Agents and suppliers can enforce, whether as a defence or otherwise.

20. Notices and Variations of Charges, Terms and Pricing Plans

- (a) We may change this Agreement at any time. Changes will be posted on our Website. Please check this regularly for updates.
- (b) We may vary the charges set out in a Pricing Plan at any time. We will give you at least 10 working days prior notice and where possible 1 month's notice of these changes. We will notify you of these changes by posting them on our Website. Please check our Website regularly for updates. For the avoidance of doubt, we will not notify you of price decreases or promotional offers which have stated end dates.
- (c) If we materially increase a Pricing Plan or materially reduce the elements of a Service you are using or change the terms and conditions of this Agreement so that it has a material detrimental effect on you we will give you at least 10 working days' prior notice and where possible, 1 months notice of these changes. We will notify you of any such changes by leaving a message on your voicemail and/ or by text.

21. Transferring Responsibilities

We may transfer to someone else the whole of this Agreement and/or any interest in our network.

22. New Zealand Law

This Agreement is governed by the laws of New Zealand and you submit to the jurisdiction of the New Zealand courts.

23. Waiver

If we fail or delay to exercise any right or power under this Agreement, this will not be a waiver of that right or power. Any failure or delay will not prevent us from exercising that right or power in the future.

24. Disputes

If you have any dispute with us or our Services, please refer that dispute, initially, to Customer Services. If Customer Services are unable to resolve your concerns the matter will be escalated to the Customer Operations Support Manager.

25. Force Majeure

We will not be liable for any delay or failure of the Services or for any loss or damage from such delay or failure to the extent that it was caused, in whole or part, by an act of God, war, terrorism, civil disobedience, riots, strike, industrial stoppage or unrest, fire, volcanic eruption, earthquake, shortage of suitable labour, materials, equipment or energy or any other event beyond our control.

26. Agents of Vodafone

- (a) We shall be entitled to subcontract or delegate the performance of any of our rights or obligations under this Agreement but any such subcontracting or delegation will not relieve us from liability for performance of any such obligation. Without limiting this, we may appoint an Agent to provide customer services.
- (b) Any Mobile Device supplied to you by our Agent has been supplied by our Agent acting in its own right and not as Agent of Vodafone. Vodafone accepts no responsibility for any matters relating to the Mobile Device supplied by our Agent.
- (c) Our Agents can enforce those obligations expressed to be for their benefit in accordance with the Contracts (Privity) Act 1982.