

on account

Terms & Conditions



vodafone

TERMS AND CONDITIONS FOR ON ACCOUNT CUSTOMERS

If you have applied for our services by completing an On Account, talkZone, talkZoneZero, Integrated talkZone or Vodafone Business Fixed line application form and will be charged in arrears for the Services, you will be an On Account Customer and 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 On Account Customers and any other terms and conditions, then these Terms and Conditions will take precedence. Please note in particular the specific wireless phone & broadband service provisions stated in clause 32 below.

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1. Interpretation

"Account Holder" means the Vodafone Customer who is liable for all Charges payable under this Agreement.

"Add-Ons" means monthly tariff bundles available only under Vodafone's You Choose™ Pricing Plan.

"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.

"Application Form" means an application form signed by you setting out your details, to connect to our Services.

"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.

"Bill" means either a paper statement of your Charges or an Online Bill.

"Charges" means all monthly access charges, services costs and usage call charges payable in accordance with the Pricing Plan and any additional charges payable by you. All prices unless otherwise stated, include GST (if any).

"Customer Services" means the Vodafone Customer Services team, which is contactable on 0800 800 021 or call 777 free from your Mobile Device.

"Default Rate" is the rate of 1.5% per month or any other rate notified to you on your account. It applies from the date payment by you is due to the date we receive your payment in full.

"Equipment" means the Vodafone at home device (if clause 31 applies) and / or the wireless access router device and any other connected devices (if clause 32 applies).

"Fair Use Policy" has the meaning set out in paragraph 3(o) of these Terms and Conditions and is published on our Website and updated from time to time.

"GST" means Goods and Services Tax as defined in the Goods And Services Tax Act 1985.

"Mobile Device" means a mobile phone or other telecommunications device but not Equipment.

"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.

"Notification" means either (a) a paper statement sent to you of your Charges; or (b) a text message to you that your bill is payable by you; or (c) an email to you that your bill is payable by you.

"Online Bill" means an electronic statement of your Charges accessed by you through My Vodafone on our Website.

"Payment" means crediting your Vodafone account (or to the Vodafone account of another Vodafone On Account Customer or loading additional monetary credit to the Vodafone Prepay account of another Vodafone Prepay Customer) by any means made available by 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.

"Port" means to transfer the Phone Number from one Telecommunications Service Provider to another according to the approved industry process

(and words such as Porting, Ported and Porting Process shall be construed accordingly).

"Pricing Plan(s)" are your chosen voice, airtime, data and access rates which form part of this Agreement. Pricing Plans are published on our Website and available at our Retail locations.

"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.

"Services" means the telecommunications 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.

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

"Term" means, subject to any early termination under this Agreement, the period specified in your application form or in any extension to or replacement for this Agreement.

"Users" means identifiable individuals who use the Services.

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

"we" or "us" means Vodafone New Zealand Limited, 20 Viaduct Harbour Ave, Auckland and "our" has a corresponding meaning.

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

2. Commencement and Term

This Agreement begins when we set up your connection to our Services to be available for your use or from the date your connection is activated when switching your Phone Number from Prepay to On Account

(a) If your connection to our network or a Service is for a fixed Term:

- (i) This Agreement will continue for the duration of that fixed Term, including the period of any suspension unless the suspension was requested by you in accordance with this Agreement, in which case the period of any such suspension will be added onto the fixed Term.
- (ii) If you terminate this Agreement before the end of that fixed Term you may have to pay early termination charges. You may obtain details of any early termination charges by referring to our Website or by contacting Customer Services.
- (iii) If you resign to a new term before the end of that fixed Term, you may have to pay early resign charges. You may obtain details of any early resign charges by contacting Customer Services.
- (iv) On expiry of that fixed Term your connection can be terminated by you or us on one month's notice or any lesser notice period agreed between us.

(b) If your connection to our network or Services does not have a fixed Term, this Agreement continues on a month by month basis until it is terminated in accordance with these terms and conditions. Unless we have agreed otherwise, no early termination charges are payable by you if you wish to discontinue a connection to our network or a service which is not a fixed Term connection.

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 Device, 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, the configuration or limitations of your, or your intended recipient's, Mobile Device 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.
- (c) Coverage and Services can also change with network expansion or reconfiguration.
- (d) 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.
- (e) 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
- (f) 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.
- (g) You agree to follow our instructions about the use of the Services and ensure that everyone who uses your Mobile Device 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.
- (h) You agree not to use your Mobile Device or the Services for any abusive, illegal or fraudulent purpose.
- (i) 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.
- (j) 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.
- (k) You agree that if you do not use your Mobile Device in accordance with these conditions we may restrict or suspend your use of the Services.

- (l) If your Mobile Device is stolen or you lose it, you must contact us immediately so that we can prevent further calls being made from it. You will be responsible for all calls made or Services accessed from your Mobile Device up to the time you advise us of its loss or theft.
- (m) The integrity or quality of the data or information you send or receive via the Services (including PXT or data files) may be affected or compromised due to the configuration of our network, the use of the internet, or other device.
- (n) When you are connected to the Services, your connection may have been programmed so that you are restricted from using overseas networks and from making international calls or 0900 calls. If you would like to have the restriction removed, you should contact Customer Services. We may agree to remove the restriction after making credit status checks and we may ask you to pay a non-interest bearing deposit, or may impose a mandatory credit limit as security against any moneys you may owe us in the future. The Terms and Conditions on which you may use overseas networks are set out in Vodafone's On Account Roaming Terms and Conditions, on our Website.
- (o) All Services are subject to our Fair Use Policy. We may apply our 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 our 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 we may contact you to advise you that your usage is in breach of our 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 the Services or withdraw your access to the Services.

4. 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 contact Customer Services or visit our Website.
- (b) If you would like the ability to use your Mobile Device in any roaming country then you should contact Customer Services or visit a Vodafone outlet 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 or impose a credit limit and roaming may be limited to a specific period of time. All charges incurred in relation to your Mobile Device or SIMcard in any of these countries will be deducted from your nominated credit card (if your application is accepted by us) or will be charged to your account, at our option.
- (c) 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 On Account Roaming Terms and Conditions displayed on our Website for more details.

5. 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 you will be liable for all charges for calls made, messages or other content sent, or Services accessed using that SIMcard or your voicemail 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. You can obtain this code by calling Customer Services. You will be required to answer security questions before the PUK code can be released to you. 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 paragraph 6(a) you remain responsible for all Charges applied to your account for the use of any Services activated by such a virus or program.

6. Charges and Billing

- (a) You will receive Notification of your Charges on a monthly basis, starting from on or about when your connection to our Services is available for your use. You must pay the Charges by the date specified on the Bill. You will pay the Charges no matter who incurs them or how they are incurred. We may charge for some Services in arrears depending on when charges come through from other Network Operators and providers. You may be charged interest on amounts not paid by the due date at the Default Rate and you will also have to pay any reasonable expenses (including solicitor and own client costs) we incur in collecting any moneys that you owe to us or in exercising any of our other legal rights. You must advise us when you change your address.
- (b) We will not be responsible if Notification is not received by you for any reason.
- (c) If you receive an Online Bill, our online billing terms apply in addition to the terms contained in this Agreement.
- (d) If there is a mistake on your Bill, please let us know as soon as possible. You may only withhold payment of the disputed part of a Bill. If we agree there has been a mistake, we will correct it. Otherwise, you must pay your Charges by the due date without set-off or deduction.
- (e) We can use any credit balance or security deposit in any of your accounts or use any moneys we owe you to cover your outstanding

Charges. We may charge a reasonable account administration fee in relation to accounts we regard as being dormant or for providing statements or for dealing with unused credit balances. Subject to those rights, we will refund any unused credit or security deposits at the end of this Agreement. We will hold any security deposit in a non-interest bearing account.

- (f) At our discretion, if you terminate your Agreement prior to the expiry of the Term for any reason other than our default:
 - (i) you will repay to us any credit we have given against your account, pro-rated to the length of the Term remaining; and (ii) any credit remaining on the account will not be used to set off any Charges or early termination charges.
- (g) We can, at our discretion, impose credit limits for your use of the Services and we will try to notify you as soon as we impose such limits. You must observe any credit limits we set from time to time. We may restrict your use of the Services without further notice to you if you exceed the credit limits we have set. However, you will continue to be liable for all charges incurred in excess of any credit limit in place.
- (h) Every person named as a customer on the Application Form must meet all the customer's responsibilities under this Agreement.
- (i) Each call is charged at the rate which is applicable when the call is commenced. There may be additional charges for data and other services. 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 (e.g. that an 021 number is held by a Vodafone customer).
- (j) You are responsible for all Charges and for calls made using the SIMcard(s) issued to you until we deactivate the SIMcard(s). Removing your SIMcard from your Mobile Device will not deactivate the SIMcard. Please contact Customer Services immediately if you lose or damage your SIMcard or if it is stolen so that it can be restricted or deactivated. We may charge you a replacement fee unless we are at fault.
- (k) If you require us to provide you with technical support, or administration services (including, as applicable, service suspension, call barring, call redirection), we may charge you for the costs we incur in carrying out these services. If you require prior notification of our current Charges please call Customer Services.
- (l) 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:
 - (i) charges for connection to their network;
 - (ii) charges for calls and other messages sent or received or downloading content by your Mobile Device or SIMcard, at rates determined by the Network Operator; and
 - (iii) any other charges which the Network Operator(s) may impose from time to time for using their services.

Please note that:

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

7. Pricing Plans

- (a) You may choose to change from one Pricing Plan to another. If you change your Pricing Plan it is up to you to check what, if any, special Terms and Conditions there may be for the different Pricing Plans or if there is any fee for changing your Pricing Plan. You may contact Customer Services or visit our Website to obtain information about Pricing Plans.
- (b) The included minute entitlement and any other entitlement in any Pricing Plan (including entitlements available under Add-Ons) as applicable:
 - (i) may not be carried over from month to month;
 - (ii) applies only to your applicable domestic airtime call rate and excludes (except where an Add-On specifies otherwise) tariffs applicable to such items as international calls, video calling, the non-cellular portion of 0900 calls, special numbers, 0800 or 0508 calls, and operator/directory assisted service;
 - (iii) cannot be redeemed for cash, phone equipment, early disconnection charges or other Charges and cannot be transferred or assigned;
 - (iv) expires on termination and any unused included minutes will be forfeited on disconnection;
 - (v) cannot be used if your Mobile Device is subject to Bar or re-direction or if you have exceeded your credit limit; and (vi) is subject to any other conditions contained in a particular Pricing Plan.
- (c) The included dollars entitlement in any Pricing Plan:
 - (i) may not be carried over from month to month; but
 - (ii) can be applied against any Charges apart from any monthly access fee.
- (d) There is a minimum one minute charge for each voice mobile call. After that your call gets charged by the second. If you call an 0900 or special number you will be charged the rate as published by the service provider of that number, plus your normal airtime rate.
- (e) The charges for data and other additional services shall be as set by Vodafone from time to time. You can contact Customer Services or visit our Website for current details of such charges.
- (f) You may purchase only one Add-On from within each Add-On category per month.
- (g) If you are a new customer, or are re-signing to a You Choose Pricing Plan, the Add-Ons you purchase will be pro-rated from the date of the purchase until the bill cycle date and thereafter align with your bill cycle.
- (h) Once purchased, an Add-On will recur and be charged every month unless you notify us that you want it removed.
- (i) If you notify us that you want an Add-On removed, the removal will be effected on the next bill cycle date.
- (j) If you transfer from one You Choose Pricing Plan to another, your active Add-Ons will remain in place.

8. Access to Account and Your Information

- (a) You may choose to allow restricted access to your information. Please contact Customer Services to establish the level of access you wish to have and to set up the relevant PIN numbers. You are responsible for keeping all PIN numbers secure.
- (b) We will be entitled to allow anyone using your PIN to request information or act on your behalf. If you give us any instructions, we may need time to verify them before we act on them.

9. Credit References and Provision of Related Services

- (a) You authorise us to check your credit status with any credit reference agency as we see fit from time to time and to pass on credit information about you to any credit reference agency at any time. If you are not satisfied with the information about you which we receive from any credit reference agency, you must deal directly with the credit reference agency.
- (b) If you do not give us the names of any credit referees when we ask for them, or we are dissatisfied with the information regarding your credit status, we can decline your application or terminate your connection to our network.
- (c) We may ask for a security deposit and/or impose other conditions upon approving your application. These may include, but are not limited to, a mandatory payment method or credit limit.
- (d) When you ask for any additional services (eg. roaming), we can ask for further credit referee(s) and/or a security deposit for that service and may also impose a credit limit.
- (e) We may decline your application (and/or any request for additional services, such as roaming) or provide a restricted service at our discretion and we do not have to disclose our credit criteria or the reasons for our decision.

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:
 - (i) your connection to our network or the content or supply of any Services;
 - (ii) 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;
 - (iii) the fitness of all or any of the Services for any particular purpose;
 - (iv) errors in or omissions from any directory assistance listing or published directory assistance;
 - (v) the inaccurate transmission of any call;
 - (vi) your use of the Mobile Device (whether authorised or not);

- (vii) 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. Access to Premises

You will allow us or our Agents to access to your property to perform our obligations under this Agreement. We will always try to give you reasonable prior notice if we require access to your premises and we will ensure that our Agents carry sufficient proof of identity. If you do not allow us to access your premises your ability to use the Services may be adversely affected.

13. Provision of Hardware and Additional Services

- (a) If you have acquired a Mobile Device, Equipment or other accessories, such as a battery pack or mains charger, from us or from one of our 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 and 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.

14. 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 Vodafone 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 Mobile Device 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 paragraph 3(o) 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 subject to network coverage and terms and conditions found on our Website. For more information about roaming coverage, 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. You can, however, check with Customer Services to find out whether your Payment has been successful.
- (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 Vodafone 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 from your debit card 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 Customer Services 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.

15. Phone Numbers and Number Portability

- (a) Phone Numbers are allocated to you by us or another Telecommunications Service Provider and do not belong to you.
- (b) You may Port the Phone Number to another Telecommunications

Service Provider. If you wish to do so, you must contact the Telecommunications Service Provider to whom you wish to Port and you will be responsible for completing 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. You will be responsible for all costs associated with Porting the Phone Number (including any applicable early termination charges owed to us).

- (c) We may be required by law, under contracts with other Network Operators or for other reasons to change the Phone Number(s). We will do our best to give you notice of any change required. 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 or transferred the Phone Number(s) prior to disconnection, we may re-allocate the Phone Number(s) to another Customer.
- (e) When switching from On Account to Prepay, we will disconnect you from the On Account Service and end this Agreement and any applicable Pricing Plans. You acknowledge that Add-Ons you have with an On Account Pricing Plan may not transfer to your Prepay Pricing Plan. You must pay us in respect of your On Account connection for:
 - (i) any early termination charges (if they apply);
 - (ii) all Charges incurred until the date of disconnection; and
 - (iii) any outstanding Charges and other moneys payable by you for the Services.

16. 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:
 - (i) providing you and others with the Services;
 - (ii) sending you bills;
 - (iii) maintaining and improving the quality of the Services;
 - (iv) directory purposes (see paragraph 17 below);
 - (v) checking your creditworthiness;
 - (vi) 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:
 - (i) the content or lack of confidentiality of any Services you use;
 - (ii) any disclosure we make by law to a public sector agency.
- (j) You agree to procure from each of your Users their authorisation for the collection, disclosure and use of personal information about him or her by us on like terms as set out above in this paragraph 16, and to advise them of any rights they may have under the Privacy Act 1993.

17. 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.

18. Suspension and Disconnection of Services

- (a) You may temporarily suspend your connection for a period of up to three months by calling Customer Services. You may only suspend your connection once every twelve months. The suspension must commence at least twelve months after the end of any prior voluntary suspension. During the period of suspension of your connection you will not have access to our network. If your account has a fixed Term that fixed Term will automatically be extended by the length of time your account was voluntarily suspended. A reduced monthly charge will be payable during the suspension period, for each part or whole month during which your connection is suspended.
- (b) You may discontinue your connection to our network or give up any

service at any time by calling Customer Services and giving us at least one calendar month's notice. Your connection to our network or the particular service will be disconnected one calendar month after receiving your notice and this shall be the date of disconnection. Some services are able to be terminated sooner than this.

- (c) In addition, you or your duly authorised agent may the Phone Number(s) to another Telecommunications Service Provider at any time. Your connection to our network will be deemed to be disconnected within 24 hours of the completion of the Port.
- (d) If you request us to, or we elect to, disconnect your connection to the Services, or if you Port the Phone Number you must pay us in respect of each connection you have:
 - (i) any early termination charges (if they apply) ; and
 - (ii) all Charges incurred until the date of disconnection; and
 - (iii) any outstanding Charges and other moneys payable by you for the Services.
- (e) When switching from On Account to Prepay, we will disconnect you from the On Account Service and end this Agreement and any applicable Pricing Plans. You acknowledge that Add-Ons you have with an On Account Pricing Plan may not transfer to your Prepay Pricing Plan. You must pay us in respect of your On Account connection for:
 - (i) any early termination charges (if they apply);
 - (ii) all Charges incurred until the date of disconnection; and
 - (iii) any outstanding Charges and other moneys payable by you for the Services.
- (f) We can suspend, Bar, re-direct or restrict your use of any or all of the Services or disconnect your connection and end this Agreement without telling you if:
 - (i) your usage of the Services is unusual or excessive;
 - (ii) you become (or are likely to become) insolvent, bankrupt or where you are or might be a poor credit risk;
 - (iii) a receiver, manager and receiver, or statutory manager is appointed over any or all of your assets;
 - (iv) a resolution for liquidation is proposed or passed or proceedings to liquidate you are filed or presented;
 - (v) you die or, in the case of a partnership, it is or is intended to be dissolved; or
 - (vi) you do not remain connected to the Services;
 - (vii) you do not keep to the Terms and Conditions in this Agreement;
 - (viii) you continue to use the Services in breach of our Fair Use Policy after we have contacted you to discuss your excessive usage;
 - (ix) you make abusive, offensive, malicious or nuisance calls or communications, or use any of our services in an offensive way;
 - (x) you are abusive or offensive to us, our dealers or Agents, or any other person;
 - (xi) you tamper with or modify any SIMcard other than in accordance with instructions given to you by us;
 - (xii) 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); or

- (xiii) all of the Services are permanently or temporarily (for any reason) unavailable to you.
- (g) If we suspend, Bar, re-direct or restrict your use of any or all of the Services or disconnect your connection and end this Agreement under clause 18(f), above all charges for any Services will be payable by you in accordance with this Agreement.
- (h) If you do not pay your bills by your due date we can suspend, Bar, re-direct or restrict your use of all or any of the Services without telling you. We may also disconnect your connection and end this Agreement if you do not pay your bills by your due date, but we will give you 5 business days notice before we do so. We will not disconnect your connection if your outstanding account is in dispute.
- (i) If we suspend your use of our Services, we will try to contact you before doing so. We do not need to suspend Services before disconnecting your connection.
- (j) Where we suspend, Bar, re-direct or restrict the Services all Charges will continue to apply.
- (k). We can delete or prevent access to material on our server 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.

19. Transferring Responsibilities

- (a) We may transfer to someone else the whole of this Agreement and/or any interest in our network.
- (b) Your interests in this Agreement are personal to you and you may not transfer or on-sell the Agreement or any benefit or obligation under it to another person without our consent. If you are a company and your effective management or control is changed in any way, we may treat this as a transfer of this Agreement entitling us to end it.
- (c) You must pay any costs in respect of recording any transfer to which we consent (including our costs in checking the creditworthiness of the transferee). Vodafone's normal credit criteria will apply to any proposed transferee.
- (d) Vodafone retains the right to alter its Services and/or Terms and Conditions for the proposed transferee.

20. Vodafone's right to end this Agreement

Notwithstanding any other clause in this Agreement, we can disconnect your connection or terminate particular Services:

- (i) 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
- (ii) for any other reason we believe that it is appropriate to do so, and in either case you will only have to pay any outstanding Charges incurred up to and including the time of disconnection.

21. 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:

- (i) pay any outstanding charges;
- (ii) pay any early termination charges; and
- (iii) return any Vodafone equipment you may have on loan from us or any of our Agents.

22. Network Operators and Other Suppliers

We have certain obligations towards other Network Operators, 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, Agents and suppliers can enforce, whether as a defence or otherwise.

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

- (a) We may change this Agreement and any free Services 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 business 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 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 business days prior notice, and where possible one month's notice of these changes. We will notify you of any changes by bill message and/or leaving a message on your voicemail and/or by text. They will also be posted on our Website.

24. Insurance

It is your responsibility to insure your Mobile Device and Equipment for its replacement value (including cover against calls made if it is lost or stolen). You will be required to pay for all Charges up to the time you notify us of the loss or theft and your SIMcard is deactivated. If you are uninsured and/or choose not to replace your Mobile Device or Equipment, you will be liable for the Charges.

25. New Zealand Law

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

26. 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.

27. 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.

28. 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.

29. 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 billing services (including credit checking and control) and Customer Services.
- (b) Invoices issued by our Agent will be binding on you and payment of those invoices in full to our Agent will be a valid discharge of your liability to pay those invoices under this Agreement.
- (c) 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;
- (d) Our Agents can enforce those obligations expressed to be for their benefit in accordance with the Contracts (Privity) Act 1982.

30. talkZone, Integrated talkZone and talkZoneZero Specific Terms and Conditions

If you are on a talkZone, Integrated talkZone or talkZoneZero Pricing Plan, these Terms and Conditions will also apply to you.

- (a) the following definitions apply, in addition to the definitions above: "Calling Group" means your Team and your FCNs "FCN" means a national landline number and any mobile number on the Vodafone network which is nominated by you as a frequently called number (and which is agreed to by Vodafone), for which you and your Team receive discounted calling rates; "groupCall" means the service offered by Vodafone which enables you to talk to up to 4 other people at once in a mobile conference call; "Team" means the mobile connections and/or Vodafone Business Fixed Lines to which an Integrated TalkZone access fee is applied, and all such mobile connections and Vodafone Business Fixed Lines must be used by members of the same commercial entity (either employees of a registered company, partnership, trust, incorporated society, government agency or unless otherwise agreed by Vodafone).
- (b) You must have a minimum of two Team members to be eligible for a talkZone, Integrated talkZone or talkZoneZero plan.
- (c) You are responsible for all calls and Charges generated by your Team members.
- (d) Your connections will be set up almost immediately. Your Calling Group will be set up within 14 business days. Your talkZone, Integrated talkZone or talkZoneZero Pricing Plan does not apply until your Calling Group is set up. Standard call rates apply before then.
- (e) If a new mobile connection or Business Fixed Line is added to your Calling Group, your talkZone, Integrated talkZone or talkZoneZero Pricing Plan will not apply to that new number until the business day following its connection and transfer into the Calling Group. Standard call rates apply before then. New mobile connections will be set up almost immediately. In most cases, new Business Fixed Lines will be connected within 15 days.
- (f) You agree to maintain the relevant monthly minutes of use for your applicable talkZone, Integrated talkZone or talkZoneZero Pricing Plan and acknowledge that if you do not maintain the required minutes over

a three month period, we may change the Pricing Plan you are on to one which reflects your usage.

- (g) The following apply to your use of FCNs:
 - (i) You can change your FCNs once a month, free of charge, simply by free calling 777 from your mobile. Further changes may incur fees.
 - (ii) Numbers connected to another Telecommunications Service Provider may not be a FCN.
 - (iii) Vodafone can suspend your use of FCNs if related usage of FCNs is unusual or excessive.
 - (iv) If a mobile FCN ports out of the Vodafone network the number will be removed from your FCN list. You will receive notification of this change.
- (h) talkZone Pricing Plan means that calls to and from your Team and from your Team to your FCNs are charged at a lower rate than calls made from your Team to non-Calling Group numbers. In addition, talkZoneZero means calls between your Team are zero rated.
- (i) You acknowledge that the following call types are not eligible for talkZone, Integrated talkZone or talkZoneZero pricing discounts, and will incur standard Vodafone charges:
 - (i) Roaming (you can still roam; however, talkZone, Integrated talkZone or talkZoneZero discounts and short dial codes will not operate)
 - (ii) GPRS data sessions
 - (iii) Circuit switched data/fax calls
 - (iv) voiceMail
 - (v) 0800 and 0508 freecall numbers
 - (vi) 0900 and 018
 - (vii) TXT messages
 - (viii) callReturn (calls made to members of your Calling Group using callReturn will be charged at the applicable rate for calls made outside your Calling Group).
- (j) Calls to non-Calling Group numbers and international numbers will be charged at the applicable rate specified in the talkZone, Integrated talkZone or talkZoneZero Pricing Plan you have selected.
- (k) groupCall is auto provisioned for talkZoneZero and is available on request for other talkZone plans. When using groupCall you pay the applicable price per minute for each person you call to add to your conference call.
- (l) callTransfer is able to be provisioned on talkZoneZero plans. callTransfer enables the transfer of an incoming call by you to another telephone number, meaning the incoming caller can speak to another person without you being part of the call. So, on the talkZoneZero Pricing Plan you can transfer an incoming call using callTransfer to Team number at zero cost. However, it can also be used to transfer an incoming call to a number outside the Team, and you are accountable for the cost of that transferred call until it ends, even though no User of a Team number is part of the call.
- (m) Accordingly, you acknowledge that you are responsible for the cost of all incoming calls transferred from a Team number to another number using callTransfer until the conclusion of the transferred call. The charges for all calls transferred outside the Team will be at the rates specified in your applicable talkZone or talkZoneZero Pricing Plan for the type of number the call is transferred to.

31. Vodafone home phone wireless

If you have applied for the Vodafone home phone wireless service, the provisions of this paragraph 31 will also apply to your connection and take precedence over the existing provisions of this Agreement.

- (a) The Equipment can only be used at the address you provided us and you may not resell it.
- (b) You may discontinue your connection to our network by calling Customer Services and giving us a minimum of one calendar month's notice. Your connection to our network or this Service will be disconnected one calendar month after receiving your notice and this shall be the date of disconnection. You must however pay the applicable subsidy recovery charge for the Equipment as specified in your Vodafone home phone wireless Pricing Plan if you cancel the Service within the first 12 months.
- (c) If you move house within 12 months of signing up to Vodafone home phone wireless and it is not possible to transfer the Service to your new address, you may disconnect your Service, and subsidy recovery charges will apply.
- (d) If you move house after 12 months of using the Vodafone home phone wireless Service and wish to transfer your Service to your new home, please notify us on the day you move by calling 0800 189 189.
 - (i) If it is possible to transfer the Service to your new address and you give us all the relevant details, we will do so.
 - (ii) If it is not possible to transfer the Service to your new address, you may disconnect your Service without paying any subsidy recovery charge.
- (e) The Equipment does not support data connections and will not therefore support functions such as Sky betting, gaming, home alarm monitoring systems or fax machines.
- (f) Unless you tell us otherwise, we will disclose your name, number and address to emergency services to assist them in responding to emergency calls from your number.

32. Vodafone Wireless phone & broadband service

If you have applied for the Vodafone wireless phone & broadband service, the provisions of this paragraph 32 will also apply to your connection and take precedence over the existing provisions of this Agreement.

- (a) You must choose one of our wireless phone & broadband service specific Pricing Plans as presented by us or our Agent.
- (b) Although we may use an Agent for Pricing Plan or sign up purposes, or for the supply of the Equipment and related accessories, and even though the same person as our Agent may supply you with the Equipment, that person is not acting as our Agent when supplying you with the Equipment. That person is supplying you with the Equipment itself directly on terms agreed between you and that person, and your rights and remedies in relation to that Equipment are against that person solely and not Vodafone.
- (c) You acknowledge that the Vodafone wireless phone & broadband service:
 - (i) only operates as intended on our 3G network as updated from time to time. You confirm that before agreeing to purchase the Vodafone wireless phone & broadband service you checked and were happy that a 3G network connection exists at the location from which you wish to use the Vodafone wireless phone & broadband service.

- (ii) only available using Equipment approved by Vodafone
 - (iii) does not support any alarm solution connected to the Equipment or SIM
- (d) You may discontinue your connection to our network by calling Customer Services and giving us a minimum of one calendar month's notice. Your connection to our network or this Service will be disconnected one calendar month after receiving your notice and this shall be the date of disconnection.
- (e) If you move business premises within 12 months of signing up to Vodafone wireless phone and broadband and it is not possible to transfer the Service to your new address, you may disconnect your Service, and subsidy recovery charges may apply.
- (f) If you move business premises after 12 months of using the Vodafone wireless phone & broadband service and wish to transfer your Service to your new premises, please notify us on the day you move by calling 0800 189 189.
- (g) If it is possible to transfer the Service to your new address and you give us all the relevant details, we will do so subject to the remainder of this clause 32.
- (h) Unless you tell us otherwise, we will disclose your name, number and address to emergency services to assist them in responding to emergency calls from your number.
- (i) You must not connect the Equipment to other routing or communications exchange equipment or allow more than 6 (six) individual telephone connections to operate through the Equipment.



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