



# IoT Data Plans

## Service Description

Vodafone's IoT Data Plans are data Pricing Plans for use only with Internet of Things applications within New Zealand. There are two plans to choose from: the IoT Data Bundle Plan and the IoT Pay As You Go Data Plan.

### 1. IoT Data Plan

1.1 Your IoT Data Plan will be one of the Pricing Plans set out in the following table ("IoT Data Plan"):

Plan	Description
IoT Data Bundle Plan	<ul style="list-style-type: none"><li>• Monthly Connection Fee per Connection with included data allowance.</li><li>• All data allowances are aggregated into a pool ("<b>Data Pool</b>"), which can be used by any of your Connections on the IoT Data Bundle Plan.</li><li>• Once your Data Pool is fully utilised, out of bundle charges will apply.</li><li>• This is a data plan. Additional services such as voice and text are available.</li></ul>
IoT Pay As You Go Data Plan	<ul style="list-style-type: none"><li>• Monthly Connection Fee per Connection.</li><li>• Pay only for the data you use.</li><li>• This is a data plan. Additional services such as voice and text are available.</li></ul>

1.2 There are no data usage alerts (warning you when a particular volume of data has been consumed).

1.3 If you terminate your IoT Data Plan before the end of a Connection Term, Early Termination Charges will apply (see [www.vodafone.co.nz/legal/change-fees](http://www.vodafone.co.nz/legal/change-fees) for details).

### 2. Devices and Permission to Connect

2.1 SIMcards are supplied by us for use only with Internet of Things (IoT) applications and solutions. We may send updates or upgrades to the SIMcards by any means. We have no responsibility or liability regarding Devices (whether operationally or otherwise).

2.2 You must ensure that your Devices do not interfere with our Network, or operate in a way that causes interference to any of our services. If we ask, you must power off the relevant Devices, and keep them powered off until we advise you may power them on again. If you do not, this may lead to further damage or interference with our Network, or interfere with our services to you or other customers.

2.3 We may suspend your IoT Data Plan. We will use reasonable endeavours to give you notice of our intention to suspend, however it will not always be possible for us to do so.

2.4 If requested, you must send us six exact, complete and accurate Device samples, and all relevant technical specification documentation. This will be at your cost. After receiving your Device samples, we will either

- (a) grant Permission to Connect (**Permission to Connect**) to that proposed Device, or
- (b) reject the proposed Device on the basis of lack of compliance with the Technical Specifications and/or compatibility with our Network. If rejected, then you may not use the proposed Device (or any equipment of the same type) on our Network.



Upon receipt of Device samples, we will endeavour to give you notice within 20 Business Days if you have been granted Permission to Connect for the proposed Device. Our decision is final.

- 2.5 If we do not grant you Permission to Connect, and you use the proposed Device (or equipment of the same type) on our Network, you will be liable for all costs, damages, loss and expenses which we suffer or incur as a result.
- 2.6 Granting Permission to Connect is not confirmation by us that any particular Device will connect to the Vodafone Network; will operate as intended by you; or is otherwise compliant with our Agreement. Granting Permission to Connect does not limit our rights or remedies under our Agreement.

### 3. Resale

- 3.1 You may resell, distribute, provide or sub-licence the IoT Data Plans to the extent required to achieve the Purpose, providing the following conditions are met at all times:
  - (a) You may only resell, distribute, provide or sub-licence the IoT Data Plans as a component of a service or product you sell, distribute, provide or licence. You may not resell, distribute, provide or sub-licence the IoT Data Plans as a Service on its own.
  - (b) You shall not allow, suffer or permit the use of the IoT Data Plans other than in accordance with this Agreement.
  - (c) You shall ensure that all of your customers or end users who use the IoT Data Plans are bound by the obligations in this Agreement relating to the IoT Data Plans.
  - (d) You will remain responsible for all obligations in relation to the IoT Data Plans, including payment obligations. A breach of any of the terms of this Agreement by a customer or end user shall be deemed a breach by you, for the purposes of this Agreement.

### 4. Service Limitations

**Coverage:** Coverage can be affected by a number of factors, including radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks and provider sites, the configuration or limitations of your Device or other operational or technical difficulties which means that you may not receive some or all of the Service in certain areas or at certain times.

### 5. Your responsibilities

- 5.1 You are responsible for ensuring that all Devices are compatible with the Network (as it evolves) at all times, and that each Device operates correctly as intended.
- 5.2 You are responsible for ensuring that the Devices and the application on each Device that enables connectivity to the Network are certified (and remain certified) as complying with the Technical Specifications.
- 5.3 You are responsible for providing any application or modem firmware updates that may be required to ensure that the Devices and the application on each Device that enables connectivity to the Network continue to meet the requirements of clause 2 (Devices and Permission to Connect) and this clause 5.
6. **Definitions:** In this Service Description, in addition to the terms defined elsewhere in the Agreement, the following defined terms will apply to this Service Description:

**Connection** means a connection to the Network by an appropriately configured SIMcard;

**Device** means a modem or other such device with Permission to Connect to the Vodafone Network and which, in combination with a SIMcard, is capable of establishing a Connection;

**Purpose** has the meaning set out in the Short Form Agreement;

**Technical Specifications** means 3GPP (3rd Generation Partnership Project) specifications (and any standards or specifications that may replace those specifications or any other standards or specifications that we may notify you of from time to time).