

Contact Mobile

Special Terms and Conditions relating to your mobile plan

This document sets out all of Contact Energy Limited's (**Contact, we, our**) mobile plan special terms and conditions.

1 Our agreement with you

- 1.1 The applicable section(s) of these *special terms and conditions* relating to *your* mobile plan, apply to the *mobile services* we supply to *you* and should be read together with our Contact mobile *general terms and conditions*. If there is any conflict between our general terms and these special terms, the special terms will apply.
- 1.2 We have a number of Contact Mobile *plans*, each with specific charges, allowances and other services. Sign into the Contact Mobile NZ App or see our [website](#) to choose *your plan*.

2 Small and Medium Mobile Plans

- 2.1 The Small Mobile Plan offers 5GB per month of *max speed data*. The Medium Mobile Plan offers 16GB per month of *max speed data*. Max speed data is data that is delivered at the maximum available speed on the *network*. Once you reach *your plan's max speed data* allowance, you will get endless data at a reduced speed up to a maximum of 1.2Mbps. At reduced speeds, *your* experience will be impacted.
- 2.2 Data is available for use within the New Zealand *network* only. If you *roam* overseas, then additional charges will apply.
- 2.3 Some of our *mobile services* are not covered by *your plan pricing* and may incur additional charges. Unlimited calls and texts are for standard voice calls and TXTs to standard New Zealand and Australian numbers (excludes Australian external territories). Rates for international calls, satellite services and multi-media messages can be found on our [website](#). Calls to 0900, 123, audio conference, or other premium or special numbers (i.e. short codes), will be charged at the rates published by the relevant service provider.
- 2.4 We will send you a bill, via email, every month for *your* mobile charges. *Your* billing period will be monthly from the date of *SIM* activation.
- 2.5 The account holder (and any individual with billing account access) is able to view all usage data relating to plans and any additional benefits (add-ons) linked to that account.
- 2.6 Fair use applies (see clause 15 of the Contact mobile *general terms and conditions*).

3 Large Plan

- 3.1 The Large Mobile Plan offers endless max speed data every month. Max speed data is data that is delivered at the maximum available speed on the network.
- 3.2 Data is available for use within the New Zealand *network* only. If you *roam* overseas, then additional charges will apply.
- 3.3 Some of our *mobile services* are not covered by *your plan pricing* and may incur additional charges. Unlimited calls and texts are for standard voice calls and TXTs to standard New Zealand and Australian numbers (excludes Australian external territories). Rates for international calls, satellite services and multi-media messages can be found on our [website](#). Calls to 0900, 123,

audio conference, or other premium or special numbers (i.e. short codes), will be charged at the rates published by the relevant service provider.

- 3.4 We will send *you* a bill, via email, every month for *your* mobile charges. *Your* billing period will be monthly from the date of *SIM* activation.
- 3.5 The account holder (and any individual with billing account access) is able to view all usage data relating to plans and any additional benefits (add-ons) linked to that account.
- 3.6 Fair use applies (see clause 15 of the Contact mobile *general terms and conditions*).

4 Group Plans:

- 4.1 When *you* take out any Contact Small, Medium or Large *plan*, *you* can invite up to 4 other Contact mobile customers to join *you* in a *Group*. By setting up a *Group*, *you* will become the *Group Owner*.
- 4.2 Any Contact mobile customer can be in a *Group*, as long as they have an active Contact mobile account. *You* don't need to live at the same address.
- 4.3 All *Group Members* will be on the same *plan* type as the *Group Owner* (e.g. if the *Group Owner* is on a \$60 Medium *plan*, all *Group Members* will be on Medium *Group plans*). The *Group Owner* will be able to change the *plan* type (e.g. downgrading or upgrading between the Small, Medium and Large *plan*). If the *Group Owner* changes the *plan* type, the *plan* enjoyed by *Group Members* will also change from the start of the next *billing period*.
- 4.4 *Group Members* will each get their own data allowance. No need to share with the *Group Owner*.
- 4.5 The *Group Owner* will pay the full *plan pricing*. All other *Group Members* will pay a discounted rate of \$25 per month for their *plan*, provided they remain in a *Group*.
- 4.6 A *Group* cannot exist without a *Group Owner*. Therefore, if a *Group Owner* leaves the *Group*, all *Group Members* will be notified, and the *Group Member* who was the first to be invited into the *Group* becomes the new *Group Owner* (and will then pay the full *plan pricing* for their *plan*).
- 4.7 If *you* are an existing Contact mobile customer on one of our Small, Medium or Large *plans* when *you* join a *Group*:
 - (a) The discounted rate of \$25 per month will apply from the start of your next *billing period*.
 - (b) *You* are responsible for any outstanding charges on your account prior to joining a *Group*;
 - (c) If *you* have purchased any additional benefits (add-ons) on your existing *plan*/account, they won't be automatically applied to the new *Group*.
- 4.8 If *you* are a new Contact mobile customer, *you* will need to activate *your* Contact mobile *SIM* and receive one full price bill before *you* can join a *Group*. Once *you* join a *Group*, the discounted rate of \$25 per month will apply from the start of *your* next *billing period*.
- 4.9 A separate monthly bill will be sent, via email, to each Contact mobile customer in the *Group*. The bill will show *your* mobile charges for that *billing period*, and these will be charged monthly to the credit card used by each *Group Owner* / *Group Member* during sign up.
- 4.10 The *special terms and conditions* relating to the *Group Owner's* applicable mobile plan (i.e. Small, Medium or Large) will also apply to the *mobile services* we supply to *Group Members*.
- 4.11 Existing *Group Members* can invite someone to join a *Group* as long as the number of people in the *Group* doesn't exceed 5 (*Group Owner* + 4 *Group Members*).
- 4.12 If someone joins or leaves *your Group*, all *Group Members* and the *Group Owner* will get a notification.

4.13 *Group Members* can leave the *Group* at any time. A *Group Member* who leaves, or is removed by the *Group Owner* from, a *Group* will be billed the full *plan pricing* from the start of their next *billing period* (unless they join another group before then). *Group Members* will automatically leave a *Group* if their *plan* is cancelled, or they move to a different mobile provider.

4.14 To cancel a *Group*, the *Group Owner* needs to delete all the other *Group Members*. The *Group* will be dissolved once only 1 person is left in the *Group*.

5 Definitions

5.1 Here is an explanation of what some of the words used in this document mean:

'billing period' means the monthly rolling period which starts on the day *you* activate your *SIM*.

'general terms and conditions' means the Contact Mobile General Terms and Conditions.

'Group' is a group of up to 5 Contact mobile customers consisting of a *Group Owner* and up to 4 *Group Members*.

'Group Member' is one of up to 4 other Contact mobile customers who are part of a *Group* created by a *Group Owner*.

'Group Owner' is the Contact mobile customer who set up the *Group*.

'max speed data' is data that is delivered at the maximum available speed on the network.

'mobile services' means the mobile telecommunication services provided by us or our *network providers* to you pursuant to this agreement and includes when you *roam overseas* and any other services provided to you by us in connection with the mobile telecommunication services.

'network' means the telecommunications network which we and our *network providers* use to provide the *mobile services* to you and other customers.

'network provider' means any third party with whom we have an arrangement to resell services and includes any *network provider's* employees, contractors, agents, suppliers and network operators.

'plan' means a plan on which *mobile services* and other applicable entitlements are made available to you. These may change from time to time.

'plan pricing' means the relevant pricing for *plans*, as published or advised by us. These may change from time to time.

'roam' means using *your* mobile phone in countries other than New Zealand.

'SIM' means any subscriber identity module that we may have provided to *you* which enables *you*, when used with a *mobile device*, to access the *mobile services* on the *network*.

'you' and *'your'* refer to you, our customer.