

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. If there are any inconsistencies between versions of these special terms, the version found at contact.co.nz/legal/terms-and-conditions shall take priority.
- 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 Extra Small Carryover Mobile Plan

- 2.1 The Extra Small Carryover Mobile Plan offers 2GB per month of *carryover data* and 200 *carryover minutes* to NZ and Australia. If you do not use your full allocation of *carryover data* or *carryover minutes* during your *billing period*, your unused allocation will be carried over to the following *billing period*. Your allocated monthly *plan* data and minutes will be used first each *billing period* before any *carryover data* or *carryover minutes* you have accrued.
- 2.2 *Carryover data* will expire 1 year from the last date that there was *carryover data* accrued. There is no cap on the amount of *carryover data* that can be accrued.
- 2.3 Once *you* have used both your *plan carryover data* for the *billing period* and any *carryover data* you have accrued, *you* will not be able to use mobile data until the start of *your next billing period* unless *you* purchase a data add-on.
- 2.4 Data is available for use within the New Zealand *network* only. If *you* *roam* overseas, then additional charges will apply.
- 2.5 *Carryover minutes* will expire 1 year from the last date that there was *carryover minutes* accrued. There is a 500 minute cap on *carryover minutes* accrual.
- 2.6 Once *you* have used both your *plan carryover minutes* for the *billing period* and any *carryover minutes* you have accrued, *you* will be charged casual rates (see clause 2.8) for additional calls until the start of your next *billing period* unless *you* purchase a voice add-on.
- 2.7 Accrued *carryover data* and *carryover minutes* can only be used on an eligible carryover *plan*. If *you* cancel your eligible carryover *plan* you will retain your carryover accruals if *you* reinstate your eligible carryover *plan* within 7 days, otherwise *your carryover data* and *carryover minutes* will be forfeit. If *you* change to another Contact mobile *plan* then you will retain your carryover accruals, but will be unable to use them until you change back to an eligible carryover *plan*.
- 2.8 Some of our *mobile services* are not covered by *your plan pricing* and may incur additional charges. *Your* 200 minutes of calls and unlimited texts to New Zealand and Australian numbers are for standard voice calls and TXTs (excludes Australian external territories). Rates for additional calls to New Zealand and Australia, 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.
- 2.9 It is *your* responsibility to monitor *your* call usage after exceeding the minutes included within *your pricing plan*.
- 2.10 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.

- 2.11 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 Small, Medium and Large Mobile Plans

- 3.1 The Small Mobile Plan offers 5GB per month of *max speed data*. The Medium Mobile Plan offers 20GB per month of *max speed data*. The Large Mobile Plan offers 75GB 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.
- 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 a Contact 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 a Medium or Large plan and an active Contact mobile account. You don't need to live at the same address.
- 4.3 All *Group Members* need to sign up to the same *plan* type as the *Group Owner* (e.g. if the *Group Owner* is on a Medium plan, all *Group Members* will be on Medium *Group plans*).
- 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 a Medium or Large plan 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. 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*.

'carryover data' is monthly *plan* data that carries over to the next *billing period* when not used up in the current *billing period*.

'carryover minutes' are monthly *plan* minutes that carryover to the next *billing period* when not used up in the current *billing period*.

'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.