

Contact Mobile

General Terms and Conditions

1 These terms

- 1.1 These terms and conditions apply to *mobile services* we supply to you. Any other products or services we supply to you have their own terms and conditions.
- 1.2 Our agreement with you includes these *general terms and conditions, your plan pricing, and the special terms and conditions* relating to your mobile *plan*. Together, these documents form a legally binding agreement between us.
- 1.3 Words in italics are explained at the end of this document.
- 1.4 If you have any questions about these terms, you can contact us via our [website](#) or the Contact Mobile NZ App in [Google Play](#) or [Apple Store](#).
- 1.5 If there is any conflict or inconsistency between:
 - (a) these terms and conditions; and
 - (b) the *special terms and conditions* relating to your *plan* or the specific terms and conditions relating to the services you use,

then the *special terms and conditions* relating to your *plan* or the specific terms and conditions relating to the services you use will prevail over these terms and conditions.

2 Becoming our customer

- 2.1 You can apply to become our customer by:
 - completing our customer application online, or
 - communicating with us or an authorised agent working on our behalf.

- 2.2 We may choose not to accept your application if:

- you fail to meet our payment, credit or other criteria (for example, not providing us with the information we need to set up your account), or
- you, someone occupying your premises, or someone in your Group, has a debt owing to us or our agents from a previous account.

- 2.3 If you have a debt owing to us or our agents from a previous account, we may require payment of that debt before accepting you as a customer.

3 Coverage and services

- 3.1 Our *mobile services* are not available in all areas or to all customers. We will endeavour to advise you of any restrictions or limitations we are aware of at the time you purchase the *mobile services*.
- 3.2 We are not obliged to provide services unless we accept your application.
- 3.3 We will be responsible for determining the manner in which the services are to be provided. For example, we may sub-contract other suppliers to provide part of any service.
- 3.4 We will use all reasonable endeavours to make our services available to you at all times. However, our services rely on us using networks and services owned by other people, including *network providers*.
- 3.5 The quality, speed and coverage of the *mobile services* will vary and can be affected by external factors (such as weather), and other issues beyond our control (such as network outages).
- 3.6 If our services are unavailable for any reason, we will endeavour to work with the relevant *network providers* to restore them as soon as possible.

- 3.7 While we take reasonable security precautions, due to the nature of telecommunications services we cannot guarantee the confidentiality of any calls or transmissions you make using our services.
- 3.8 Voice messaging: You are responsible for all access into and out of the Voicemail service (including setting your own PIN). We may limit the number and duration of messages that can be left on your Voicemail service.
- 3.9 We do not support third party Voice over Internet Protocol (“VoIP”) as part of our *mobile services*, and we can provide no assurance that current access levels may be maintained.
- 3.10 We provide the *mobile services* to you month-by-month until you cancel them.
- 3.11 Up to date information about our current services can be found at www.contact.co.nz/mobile.

4 Charges

Our charges

- 4.1 We will charge you for the *mobile services* we provide to you at the rates set out in our *plan pricing* or other applicable terms and conditions.
- 4.2 You are responsible for all charges associated with your account (including while *roaming*), including any charges incurred by any other person (whether authorised or unauthorised) who uses your *mobile device* or *SIM*.
- 4.3 Our charges may change from time to time. You can read more about our charges on our website.

Your bill

- 4.4 We will send you a monthly bill, via email, for your mobile charges for each *billing period*.
- 4.5 Your bill will clearly show the due date for payment and will list the transactions for the previous month’s *billing period* as well as the current month’s charges (including any charges levied by our *network providers*, for example in respect of *roaming*) for services that we have provided to you (if any).

- 4.6 Sometimes charges will not show on your bill until after the month in which they were incurred (for example, charges for tolls to some overseas destinations or some 018 or 0900 services). You will still be liable for these charges.

Paying your bill

- 4.7 You must pay all our charges as shown on your bill in full and by the due date shown on your bill. You may not deduct or set off any amount from that shown on the bill.
- 4.8 If you do not pay your bill on time by the due date, we may:
- (a) charge you a late payment fee, which reflects what it costs us to recover the money you haven’t paid;
 - (b) register your payment default with a credit reporting agency;
 - (c) suspend or cancel the *mobile services* or any other service we provide to you (which may include disconnecting your electricity, gas or broadband); and/or
 - (d) pass that debt to a debt collection agency who will then have the right to collect that debt from you.
- 4.9 If you have outstanding payments and we receive an amount from you which is less than the total amount you owe to us, we may apply that amount towards payment of any outstanding bills in an order that we choose.
- 4.10 You remain obliged to pay all our charges, even after you have ceased to be our customer. If you have outstanding debt with us after you have ceased to be our customer, we may pass that debt to a debt collection agency who will then have the right to collect that debt from you.

Roaming charges

- 4.11 *Roaming* charges are in addition to the other charges applicable to your mobile *plan*. The *roaming* charges are set by us and our *network providers* (including the relevant overseas operator). GST is charged at 0% for all *roaming* usage. If we are unable to assess whether you are in or out of New Zealand, which may be the case

with some in-flight *roaming*, GST will be charged, as required by law.

Debt collection costs

4.12 You must pay us or our debt collection agency any costs incurred in recovering all charges you are required to pay under our agreement with you. This includes collection costs, legal fees, administration fees and/or other costs related to late or non-payment.

GST, levies and taxes

4.13 We will add GST, levies and taxes (at the applicable rates) to our charges. Our charges may be expressed as GST inclusive or GST exclusive.

Credit checks

4.14 You give us permission to run credit checks and ongoing credit assessments on you when we think, acting reasonably, that it's appropriate. If you do not meet our standard credit check requirements as a result of those checks, we might restrict your use of our *mobile services* or stop providing them to you.

5 Your obligations when using the mobile services

5.1 You must:

- (a) not use our *mobile services* in a way which could be considered to:
 - (i) break any laws,
 - (ii) breach your agreement with us,
 - (iii) infringe anyone's rights,
 - (iv) be inappropriate, unauthorised, malicious, obscene or offensive,
 - (v) risk the health and safety of any person, or
 - (vi) be likely to damage or negatively impact the *network*,
- (b) not resell any of our services to another party,
- (c) use our services in a reasonable and responsible manner,
- (d) comply with any reasonable restrictions we, or our *network*

provider, impose(s) regarding the use of our services,

- (e) not mask, or in any way alter, the true origin of any call or other transmission,
- (f) comply with any reasonable directions we, or our *network provider*, give(s) regarding the use of our services,
- (g) ensure that all information you give us is correct and complete and, where any information you have supplied to us changes (such as contact details), provide us with updated information as soon as possible,
- (h) agree that we can act on any verbal instructions you give us in relation to the services, and
- (i) comply with our *fair use policy*, and understand that we and/or our *network providers* may enforce the *fair use policy* where either of us reasonably believe, acting in good faith, that your usage of the services is excessive, unreasonable or not permitted as detailed in our *fair use policy*.

5.2 You are responsible for making sure that anybody else who you allow to use the services also acts in accordance with these terms and conditions.

Passwords

5.3 You are responsible for keeping safe any passwords you have for accessing your account. You are responsible for anything someone else does (whether authorised or unauthorised) while using your account, so you should only share your password with people authorised to access and use your account.

Copyright and law enforcement

5.4 We do not proactively monitor the content of your calls, text messages, or what you download or access using the internet, however we must act on lawful requests for information and/or interception under the Telecommunications (Interception Capability and Security) Act 2013, as well as

infringement notices which we receive under the Copyright (Infringing File Sharing) Amendment Act 2011. This action may include sending you an infringement notice.

6 Mobile specific terms

Phone numbers

- 6.1 You can *port* your mobile phone number to us from a previous provider or we will allocate a mobile phone number for you to use.
- 6.2 If you are *porting* a mobile phone number for use with Contact from another provider, you agree and acknowledge that:
- you are the account holder for (or authorised representative of) the relevant phone number,
 - porting* the number means you will no longer receive service from your current provider. It is your responsibility to discharge any outstanding obligations to that provider (including any early termination charges),
 - services provided by your current provider may not be available at Contact,
 - Contact may in its discretion refuse to *port* the listed number for any reason including, for example, if it believes your purpose is fraudulent,
 - Contact will not be liable to you for any direct or indirect loss or damage resulting from failure or delay in the *porting* process,

and you expressly authorise the listed phone number to be *ported* to Contact.

Call and text rates

- 6.3 Some calls such as calls to 0900, 123, calling card access numbers, audio conference or other special numbers will be charged at higher rates (as published by the relevant service provider) than those included in your *plan*. It is your responsibility to check the applicable rate calls are charged at when the call is started. There is a one minute minimum charge for calls. All calls are rounded up and charged by the minute

unless we tell you otherwise (e.g. if your call was for 1 minute and 40 seconds, you will be charged for 2 minutes).

- 6.4 For text messages, a single text message has a limit of 160 standard characters. If you go over this, most devices will break the message into segments with a maximum length of 153 standard characters. You're then charged your text message rate for each segment sent. Some character sets, such as non-English language keyboards as well as emojis and emoticons, have a 70 character limit per text message and 67 characters per segment. If your message contains special characters, such as emojis, your device may send it as a picture message, or as multiple text messages. If this happens, you'll be charged for each of those text messages or picture messages. Some devices will also convert long text messages which only contain standard characters to picture messages, and you will be charged accordingly.
- 6.5 For calling and text rates which are outside your *plan* entitlements, see our website.

SIM card

- 6.6 You are responsible for all charges and calls made using the *SIM* card issued to you until we deactivate the *SIM* card. Removing the *SIM* card from your *mobile device* will not deactivate the *SIM* card.
- 6.7 The *SIM* card can only be used for *mobile services* and must not be used in machine to machine equipment.
- 6.8 You can have a maximum of 6 *SIM* cards registered to your Contact Mobile account.
- 6.9 You must keep your *mobile device* and *SIM* secure at all times. To prevent others from using your *mobile device* if it is lost or stolen we recommend you set up a PIN number on your *SIM* card.
- 6.10 If your PIN number is entered incorrectly three times in a row, you will need to obtain the PUK code. Incorrect entry of the PUK code more than seven times will permanently disable the *SIM* card and you will need a new *SIM* card.
- 6.11 If your *mobile device* or *SIM* card is lost or stolen, you must contact us immediately so that we can prevent the *mobile services* from being used. We may charge you a replacement fee for a new *SIM* card.

6.12 We will not be responsible for any loss you suffer as a result of the loss, theft, damage to, or unauthorised use of your *mobile device* or *SIM* card.

Security

6.13 Some of our services are only available via the internet or systems operated by third parties. Although we will try to maintain the security of your information, you acknowledge that we make no representations or warranties concerning, the security or content of information passing over the *network*, or any systems operated by third parties and the internet.

7 Termination and suspension

7.1 You may cancel your *mobile services* at any time by telling us you are cancelling or by porting your mobile number to another network provider. You will have to pay us for your *plan* up to the end of the current *billing period* even if you do not use the *mobile services* during this time.

7.2 We can stop, restrict or terminate the provision of any service to you at any time if:

- (a) you have not complied with these terms and conditions,
- (b) we reasonably believe that you have supplied incorrect or misleading information to us,
- (c) you fail to pay any of our charges in full and by the due date,
- (d) you or anyone who makes use of our *mobile services* (with or without your authorisation) damages or puts at risk our *network provider's network*,
- (e) our *network provider* stops or suspends services required for us to provide you *mobile services*,
- (f) you harass, abuse or threaten our team members,
- (g) if we or our *network provider* reasonably considers it necessary to protect or maintain the *network* or the network of another network provider,

(h) if the *network provider* is required or instructed to do so by a governmental authority or reasonably believes this is required following a *regulatory event*,

(i) during an emergency which could endanger the safety or health of any person or cause damage to any property, or

(j) as otherwise set out in this agreement.

7.3 If your services are terminated for any reason, you must still pay us for your use of the *mobile services* to the end of the current *billing period*.

8 Information and privacy

Information we need from you

8.1 We need some information from you so we can supply you with the *mobile services*. You need to make sure that any information you give us is correct and that you let us know if anything changes.

8.2 If you provide us with personal information of any other person in connection with your account, you confirm that you have obtained that person's consent to you sharing such information with us.

Information we need from third parties

8.3 We may obtain information about you from third parties. This may include credit checking or reporting agencies and government agencies.

How we use and store your personal information

8.4 Our [Privacy Policy](#) is on our website. It sets out:

- (a) where you can get information about how we collect, store, use, disclose and match personal information; and
- (b) how we comply with our obligations under the Privacy Act 2020.

8.5 By providing us with personal information, you consent, or where paragraph 8.2 applies you confirm that any other relevant individuals have consented to us using that

information in accordance with our Privacy Policy.

- 8.6 At any time, you may ask to inspect, update or correct your personal information that we and the *network provider* may hold about you. We will provide you with access to your information where it is stored in such a way that it can be readily retrieved.

Sharing information with our network providers

- 8.7 Our *mobile services* are delivered using One New Zealand as the *network provider*.
- 8.8 To fulfil our obligations under this agreement, we may need to provide your information to our *network providers* (which may include personal information).
- 8.9 You consent to us sharing information about you to our *network providers* to the extent necessary to enable us to supply you with the *mobile services*, including to enable such *network providers* to communicate with you in relation to the *mobile services*.
- 8.10 We, and our *network providers* (where applicable), may monitor your use of the *mobile services* and any content made available by or to you through the *mobile services* to maintain the integrity of the *network* and *mobile services*.

Communications we have with you

- 8.11 We may record any communications we have with you, or any person authorised to access and use your account in order to:
- (a) maintain accurate records of our dealings with you;
 - (b) confirm our contractual commitments to each other;
 - (c) help resolve any disputes between us; and
 - (d) train our employees and authorised agents and/or monitor the level of service they are providing.

9 Consumer protection laws and liability

- 9.1 The Consumer Guarantees Act 1993 (CGA) and the Fair Trading Act 1986 (FTA) apply

alongside these terms. You can visit www.consumerprotection.govt.nz to find out more about your rights under this legislation.

- 9.2 To the maximum extent permitted by the CGA, and notwithstanding any other term of the agreement, it is agreed that the provisions of the CGA will not apply, and we each agree to contract out of the provisions of the CGA, where the following conditions apply:

- (a) the goods and/or services (as applicable) covered by this agreement are, both supplied and acquired in trade, and
- (b) each of us is in trade.

Forces outside our control

- 9.3 We strive to always provide quality services and to exercise reasonable skill and care in performing our obligations to you. However, in rare circumstances, we may be prevented from doing so because of an act of God, act of state, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstance beyond our reasonable control. Other issues beyond our control (such as outages, or other *network* issues) may also prevent us from being able to supply services to you. If that happens, we will try to let you know about it as soon as we reasonably can. Where those circumstances prevent us from providing *mobile services* to you, our obligations to you will be suspended in relation to the affected services and we are not liable to you in those circumstances.
- 9.4 You acknowledge that no *network provider* or third party whose *network* or telecommunications services we use to supply services to you (nor any officer, employee, contractor or agent of any such third party) grants or confers any benefit, right or privilege to you, or is in any way liable to you in connection with our supply to you of *mobile services* including any fault or defect in that *network* or those telecommunications services that affects our services. This clause is intended to confer a benefit which those third parties can enforce. This clause does not affect any rights or remedies available to you under the CGA or the FTA.

Our liability to you

- 9.5 If we or anyone described in clause 9.4 are ever liable to you for losses arising from a breach of these terms and conditions or for our negligence, our maximum combined obligation to pay damages or losses is limited to \$5,000 for any one event and a total of \$10,000 in respect of all events in any 12 month period.
- 9.6 To the maximum extent permitted by law, we will not be liable for loss to the extent that it is caused or contributed to by you.

Your liability to us

- 9.7 You will be liable to us for your breach of these terms and conditions or for your negligence, except to the extent that any loss is caused or contributed to by us.
- 9.8 Your liability to us under this clause is limited to \$5,000 for any one event and a total of \$10,000 in respect of all events in any 12 month period. This limitation does not apply to your obligation to pay any outstanding charges or for any loss or damage caused by fraud, wilful breach or wilful damage.

Minimise your loss

- 9.9 If you suffer any loss as a result of your agreement with us, you must take reasonable steps to avoid or minimise your loss. We are not liable for any loss that results from your failure to take those reasonable steps. Also, we will never be liable to you for any indirect or consequential loss, or for any loss of profits, revenue, goodwill or business.

10 Complaints

- 10.1 If you have a complaint about our *mobile services*, please contact us via [our website](#) or the Contact Mobile NZ App in [Google Play](#) or [Apple Store](#).
- 10.2 We will acknowledge your complaint within 2 business days of receiving it.
- 10.3 If we can't resolve your complaint straight away, we will give you a response within 7 business days. If your complaint is complex or involves other parties (including *network providers*), we will investigate on your behalf. In some cases, we may refer you or

your complaint to our *network provider* or other third party. We will let you know if we do this.

- 10.4 If we have not been able to resolve a complaint you may at your discretion refer the dispute to Utilities Disputes (UDL) who provide a free and independent dispute resolution service and whose contact details are:

Phone: 0800 22 33 40
Mail: Freepost 192682, PO Box 5875,
Wellington 6140
Email: info@udl.co.nz
Website: www.udl.co.nz

- 10.5 Please note that before contacting UDL, any complaints must be registered with us first.
- 10.6 You must pay any undisputed amounts to us while we are considering your complaint.

11 Contacting you

- 11.1 We may send any notice or bill to you by:
- (a) mailing to the latest postal address you have given us;
 - (b) emailing to the latest email address you supplied to us; or
 - (c) delivering via any other electronic means.
- 11.2 We will assume that our notice or bill has been received by you:
- (a) on the day of delivery, if delivered to your address by hand;
 - (b) 3 days after being posted to you; or
 - (c) at the time an email was transmitted by us to your email address.
- 11.3 You need to let us know if any of your contact details change.

12 Changes to our agreement

Beneficial/neutral changes

- 12.1 We can make changes to these terms and conditions, the *special terms and conditions*, any specific terms and conditions relating to our services, our

charges, our *plans* and any other part of our agreement at any time without giving you notice if those changes will benefit you or will not be detrimental to you.

All changes

- 12.2 We can make changes (including changes that would be detrimental to you, such as increasing the price) to these terms and conditions, the *special terms and conditions*, any specific terms and conditions relating to our services, our charges, our *plans* and any other part of our agreement by giving you at least 30 days' notice by at least one of the following methods:
- (a) putting a notice on our website;
 - (b) sending you a letter or email;
 - (c) notifying you by other electronic means;
 - (d) including a statement on your bill; or
 - (e) a combination of the above.
- 12.3 We can make changes to international calling rates payable by you by publishing updated calling rates on our website and giving you 5 days' notice of the changes.

13 General

Assignment

- 13.1 You must not assign your rights under this agreement. We can transfer our rights and obligations under this agreement to anyone else. We will notify you if we do so.

Delay

- 13.2 A delay in exercising any right is not a waiver of that right. A failure to exercise a right on any occasion does not prevent any subsequent exercise of that right.

Invalidity

- 13.3 If any clause of these terms and conditions is ruled invalid in court, it will not affect the rest of our agreement with you, and all other terms and conditions will remain in full force and effect.

Applicable law

- 13.4 These terms and conditions are governed by New Zealand law.

14 Defined terms

Definitions

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*.

'*business day*' means any day not including a Saturday or Sunday or any public holiday.

'*fair use policy*' means our fair use policy, available at the end of this document.

'*mobile device*' means a mobile phone or other telecommunications device (which incorporates a *SIM*) which operates on the *network* and is used by you to access the *mobile services*.

'*mobile services*' means the mobile telecommunication services provided by us or our *network providers* to you pursuant to this agreement and includes *roaming* 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.

'*port*' or '*porting*' means the process of transferring your mobile phone number from one mobile service provider to another mobile service provider.

'*regulatory event*' means any legislative or regulatory change (including, any determination, direction or decision by a regulatory authority, or the introduction of or change to any legislation or regulations).

'*roaming*' means a mobile service that lets you use 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*'.

'*special terms and conditions*' means the Contact Mobile Plan Special Terms and Conditions.

'we', 'us' and 'our' refer to Contact Energy Limited and any subsidiary company, and includes their officers, employees, contractors, agents, successors and assignees.

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

15 Fair Use Policy

15.1 Our *fair use policy* has been developed by reference to average customer profiles and estimated customer usage of our services. From time to time, we and/or our *network providers* may monitor usage patterns.

15.2 If your usage of our services:

- (a) materially exceeds estimated use patterns over any week or month,
- (b) is inconsistent with either normal usage patterns and/or the types of uses and purposes for which we communicate that the services are to be used for, and/or
- (c) includes activities such as multiple simultaneous calling, auto-dialling, continuously call (or text)-forwarding, bulk texting by machines, application-to-person communication, automated texting, tele-marketing, call centres, machine-to-machine communication (including using your SIM card in any other device), and use of cellular trunking units (CTUs),

then your usage will be excessive and/or unreasonable in accordance with this *fair use policy* and we or a *network provider* may contact you to advise you that your usage is in breach of our *fair use policy*. We or a *network provider* may then request that you stop or alter your usage to come within our *fair use policy*.

15.3 If your excessive or unreasonable usage continues after receipt of a request to stop

or alter the nature of such usage, we or a *network provider* 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 and/or withdraw your access to the services.

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