Contact Mobile

Roaming Terms and Conditions

This document sets out Contact Energy Limited's ('Contact, we, our') terms and conditions which cover the daily roaming, call/TXT rates and data for all our mobile plans currently on sale.

1 Our agreement with you

- 1.1 These roaming terms and conditions form part of your agreement with us. Our Contact mobile general terms and conditions and special terms and conditions relating to your mobile plan will also apply. If there are any inconsistencies between the mobile general terms and conditions, these roaming terms and conditions will prevail.
- 1.2 You will be taken to have accepted these *roaming terms and conditions* as soon as you start using roaming.
- 1.3 You acknowledge that service outside of New Zealand is provided by external carriers and is subject to those carriers' terms and conditions. We do our best to ensure a great roaming experience by providing access to overseas networks, but we are unable to guarantee the quality or coverage that any other destination provides.
- 1.4 We may make changes to these *roaming terms and conditions* at any time in accordance with the process outlined in the Contact *mobile general terms and conditions*.

2 Daily Roaming

- 2.1 Daily roaming is available across all Contact mobile plans, in selected daily roaming countries ('daily roaming countries'). The list of daily roaming countries is available on our roaming webpage.
- 2.2 With daily roaming you can use your plan's minutes, TXTs & data allowances when travelling in daily roaming countries, for a daily fee (in addition to your monthly plan charge) ('daily roaming charge').
- 2.3 Your plan allowances can be used to call or TXT local numbers in the daily roaming countries you are visiting and local numbers in New Zealand and Australia. Calls and TXTs to any other country will be treated as international calls or TXTs, and all other activity will be charged at your standard plan rates as if you had made the call or TXT from within New Zealand.
- 2.4 The daily roaming charge applies to each 24 hour period you use your mobile device in a daily roaming country. The 24 hour period begins when you do any of the actions listed in clause 2.4, you will be sent a TXT that confirms this has begun. If you travel to another daily roaming country in the same day you'll only be charged the daily roaming charge once per 24 hour period that you use your mobile device.
- 2.5 If you **have not** selected 'auto roaming' on the Contact Mobile NZ App ('app'), you will be sent a TXT requiring you to approve use of our *daily roaming* services when you do any of the following after arriving in a daily roaming country:

- make a call (including a call to voicemail),
- receive a call,
- send a TXT, or
- use mobile data. This includes any data used by your *mobile device*, including email and any data used by apps on your *mobile device*.

Most mobile devices have data roaming switched off by default. If you would like to disable data roaming while abroad this can be selected through the settings menu on your mobile device. The methodology you use to do this will vary slightly by mobile device brand. It is also dependant on the software version your mobile device is running, this means even mobile devices of the same make could be slightly different to change. We advise you refer to the manufacturer's website or your mobile device manual for the exact process for your mobile device.

- 2.6 If you **have** 'auto roaming' on the *app*, you agree to be charged the *daily roaming* charge when you use our *mobile services* in a *daily roaming country* and you will not need to approve use of our *daily roaming* services after arriving in a *daily roaming country*. You will still receive a TXT confirming the *daily roaming charge* has been added to your account when you do one of the following:
 - make a call (including a call to voicemail),
 - receive a call.
 - send a TXT, or
 - use mobile data. This includes any data used by your mobile device, including email and any data used by apps on your mobile device.
- 2.7 Daily roaming can also be purchased in advance of arrival in a daily roaming country as an add-on via the app.
- 2.8 One daily roaming charge is applied per mobile device on a Contact mobile plan. For example, if you are in a daily roaming country and use both your phone and tablet (which are connected to a Contact mobile plan) you will be charged a daily roaming charge for both mobile devices.
- 2.9 Daily roaming is only available to customers who are normally residents in New Zealand, and can only be used in daily roaming countries for a maximum of 90 consecutive days at a time.
- 2.10 If you exceed your *plan* allowances you will be charged at your standard *plan* casual rates for making calls and sending TXTs as if you were in New Zealand. You can find more about these charges in your *app*. If you use up your monthly data allowance while you're overseas you will be given the standard option to purchase another data bundle at your *plan* rates.
- 2.11 The daily roaming charge will be as set out on our website, and pricing will be subject to change without notice. Please check our website before you travel for the latest pricing.
- 2.12 Daily roaming charges are in addition to your monthly plan charge and will be applied to your next bill. GST charge applies.
- 2.13 Maritime or In Flight Roaming are not included in *daily roaming*, and Contact does not offer Maritime and In Flight Roaming service.
- 2.14 There may be delays in Contact receiving notice from overseas carriers of charges to be billed to you. This does not affect Contact's right to charge you or receive

- payment from you. Please note, there may also be a delay in this activity being available in your app.
- 2.15 *Daily roaming* is only available to customers who are normally residents in New Zealand, and can only be used in *daily roaming countries* for a maximum of 90 consecutive days at a time.
- 2.16 Data roaming is not available in countries other than those set out in the list of *daily* roaming countries.
- 2.17 Contact reserves the right to (hard) steer traffic to certain network operators based on commercial agreements in place.
- 2.18 Data roaming availability is also subject to change without notice.

3 Liability

3.1 As roaming involves services provided by networks other than our network provider, you agree that we will not be responsible for the way in which any external carrier provides or fails to provide any service (including disconnection, lack of coverage or the performance of that carrier's network).

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