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# 2degrees

## Business

## Mobile

## Service

## Schedule

**Effective Date: 14  
February 2024**

## Definitions

Defined terms in the Standard Terms and Conditions or Master Service Agreement have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**2degrees, we, our or us** means Two Degrees Mobile Limited (Company number: 1117222).

**2degrees Mobile Network** means the New Zealand mobile cellular network through which the Mobile Services are provided, comprising the mobile cellular network owned and operated by us and our Third Party Suppliers as modified, upgraded or expanded from time to time. To the extent that it is applicable it also includes the equipment that we use to provide the WiFi Calling service, but excludes in its entirety the WiFi broadband part of that service.

**Account** means your account with us which includes our records of your usage (including any usage by End Users, where applicable), payments and outstanding Charges in respect of any Mobile Services and/or Connection(s) provided to you in accordance with this Agreement.

**Account Holder** means the individual appointed by you, who is authorised to manage your Account.

**Administrator** means an individual(s) nominated by either you or the Account Holder, who has authority to perform certain actions in relation to your Account on your behalf.

**Agreement** means the terms and conditions in this Service Schedule and the Standard Terms and Conditions or Master Service Agreement, and any other specific terms and conditions we notify you of.

**Bill** means an invoice from us containing your Charges for the Bill Cycle.

**Billing Date** means the last day of your Bill Cycle. Your Bill will be generated after this date and sent to you by email and/or made available to you via our Self-Service Portals.

**Bill Cycle** means the period of time between bills. If for example, your Billing Date is the 31st May, your Bill Cycle is 1st May to 31st May inclusive.

**Business Assure** means the 2degrees Business Assure business mobile plan available on request from time to time.

**Business Choice** means the 2degrees Business Choice mobile plan available at <https://www.2degrees.nz/business/mobile-plans/business-choice?price=exc>.

**Carryover Data** has the meaning set out in clause 33.8(a) of this Service Schedule.

**Claim Period** has the meaning set out in clause 16.2 of this Service Schedule.

**Connection** means a connection to the 2degrees Mobile Network using a SIM card issued by 2degrees.

**Content** means information, data, communications, images and sounds, software or any other material contained created by you or a third party on or available through the Mobile Services whether in physical or machine readable form.

**Customer Services** means the 2degrees Customer Services team.

**Data Connection** means a data only connection to the 2degrees Mobile Network using a SIM card issued by 2degrees as further set out in your Service Order.

**Device** means a handset or other terminal or device approved by 2degrees for use on the 2degrees Network.

**Due Date** means the date on which your Bill is payable by you being the 20th of the month in which you receive your Bill.

**End User** means an individual that Customer authorised to connect his or her Mobile Device to the 2degrees Mobile Network use the Mobile Services on behalf of the Customer.

**End User Terms** means the terms set out in Appendix 2.

**Excessive Usage** has the meaning set out in clause 10.2 of this Service Schedule.

**Fair Use Policy** means the policy described in clause 12.4 of this Service Schedule, published by us on [www.2degreesmobile.co.nz/fairusepolicy](http://www.2degreesmobile.co.nz/fairusepolicy) including any amendments we may make from time to time.

**Flex** means <https://flex.2degrees.nz>

**GWP** has the meaning set out in clause 16.7(e) of this Service Schedule.

**Hardware Fund** has the meaning set out in clause 29.1 of this Service Schedule.

**Initial Connection Volume** has the meaning set out in clause 33.2 of this Service Schedule.

**Initial Pack** has the meaning set out in clause 14.5 of this Service Schedule.

**LOYM** has the meaning set out in clause 15.1 of this Service Schedule.

**MAC** has the meaning set out in clause 6.4 of this Service Schedule.

**Master Service Agreement** means the Master Service Agreement between 2degrees and Customer governing all Services provided by 2degrees to Customer.

**Minimum Connection Volume** has the meaning set out in clause 33.2 of this Service Schedule.

**Mobile Device** means a Mobile Device or other cellular telecommunications device.

**Mobile Phone Number (or MPN)** means the unique mobile phone number allocated to each of your End Users by us or selected by you or a End User from our

available mobile phone numbers (where this is available) or which you Port from another Mobile Provider.

**Mobile Provider** means a provider of mobile telecommunications services to business or consumers in NZ.

**MRO (or Interest Free)** has the meaning set out in clause 30.1 of this Service Schedule.

**Mobile Roaming** has the meaning set out in clause 11.2 of this Service Schedule.

**Pack Price** has the meaning set out in clause 14.1 of this Service Schedule.

**Plan** means a business plan for each End User made available by us to you as set out in your Service Order, including Business Assure and Business Choice (as the case may be).

**Port** means to transfer a mobile phone number from one Mobile Provider to another (and words such as "Porting", "Ported" and "Porting process" are construed accordingly).

**Prohibited Usage** has the meaning set out in clause 9.2 of this Service Schedule.

**Roaming Terms** means has the meaning set out in clause 11.2 of this Service Schedule.

**Self-Service Portals** means our online self-service portals which include 'Your2degrees' located at [www.2degreesmobile.co.nz](http://www.2degreesmobile.co.nz) and 'Flex' located at <https://flex.2degrees.nz>

**Service Schedule** means this Service Schedule.

**SIM card** means the 2degrees subscriber identity module used with a Mobile Device to enable access to the 2degrees Mobile Network and use of the Mobile Services. This may be a physical SIM card or an eSIM.

**Spend Limit** has the meaning set out in clause 19.1 of this Service Schedule.

**Standard Connection** has the meaning set out in clause 33.2 of this Service Schedule.

**Standard Terms** means the standard terms and conditions between 2degrees and the Customer governing all Services provided by 2degrees to Customer, available at <https://business.2degrees.nz/legal-contracts>

**Term** means the minimum period for the Mobile Services specified in the Service Order (if any).

**Terms for Local and Mobile Number Portability** means the requirements for local and mobile number portability determined under the Telecommunications Act 2001. **Transition Fees** means the Charges (set out in the Transition Plan or other documentation that we have provided to you) for any Mobile Services provided in accordance with the Transition Plan.

**Transition Plan** has the meaning given in clause 5.1 of this Service Schedule.

**USSD** has the meaning set out in clause 17.4 of this Service Schedule.

Validity Period has the meaning set out in clause 14.4 of this Service Schedule.

**WiFi Calling** means using WiFi broadband connection (instead of a cellular network) to make or receive calls and texts on a Mobile Device using the 2degrees WiFi Calling service.

## **1 STRUCTURE**

- 1.1 This Service Schedule consists of the following terms:
  - a) Clauses 1 - 32 (**general terms which apply to all Mobile Services**); and
  - b) Clause 33 (**Business Assure terms**).
- 1.2 To the extent that there is any inconsistency between a general term and the Business Assure terms, the Business Assure terms will apply to Customer (where applicable).

## **2 MOBILE SERVICES**

- 2.1 This Service Schedule will apply to the first and any subsequent Service Orders for the Mobile Services executed by Customer and 2degrees (to the extent that this specific Service Schedule applies).
- 2.2 2degrees will provide the number and type of End User Connections to Customer specified in the Service Order or otherwise agreed between 2degrees and Customer.
- 2.3 2degrees will provide the Mobile Services to Customer on the terms of the Agreement which is binding on Customer. Customer must use the Mobile Services (and, where applicable, will ensure that its End Users use the Mobile Services) in accordance with the End User Terms and all applicable laws.
- 2.4 2degrees may vary the Mobile Services, if reasonably required for technical, operational or commercial reasons. 2degrees may vary the Mobile Services without prior notice to Customer provided such variation does not have a material adverse effect on Customer. If a change to the Mobile Services is likely to have a material adverse effect on Customer, 2degrees will provide at least 30 days' notice to Customer. If Customer does not agree to the proposed change, it may terminate this Service Schedule by notice in writing to 2degrees prior to the change taking effect. In such circumstances any MRO or Hardware fund ETCs that apply will remain payable.

- 2.5 2degrees will try its best to provide quality Mobile Services but it is not possible to provide continuous or fault-free Mobile Services at all times. Coverage and the Mobile Services may be adversely affected by radio interference, geographic or atmospheric conditions, outages, maintenance works, over-loading, faults or limitations in a Mobile Device or the device of the person with whom you are communicating, faults or other operational difficulties in the 2degrees Mobile Network or any other Network Operators' network to which the 2degrees Mobile Network is connected, or to other circumstances or factors not wholly in our control. This means that you may not receive the Mobile Services in all areas at all times.
- 2.6 The Services may be unavailable at times due to maintenance, repairs, upgrades or modifications to the 2degrees Mobile Network used to provide the Services. Where it is within our control, we will try to keep such unavailability to a minimum. If new features or changes to the Mobile Services require new or upgraded Mobile Devices or other equipment, Customer will be responsible for obtaining this at its cost
- 2.7 We may change, suspend, remove or add to the Mobile Services from time to time in accordance with the Agreement. You will be responsible for upgrading, or obtaining a new Mobile Device for each End User if this is required to access any of our Mobile Services through the operation of this clause.

### **3 CONTRACT TERM**

- 3.1 The Term will commence on Activation of the first Connection and continue for the Term as specified in the Service Order unless terminated in accordance with the Agreement.
- 3.2 Notwithstanding clause 3.1, each End User Connection ordered under this Service Schedule will also have a minimum term (if any) specified in the applicable Plan and/or Service Schedule and will commence on Activation of that Connection.

### **4 YOUR PLAN**

- 4.1 If you are a Business Assure Customer, clause 33 will apply to you in addition to the remainder of this clause 4.
- 4.2 Your Plan cannot:
- (a) be redeemed for cash, early disconnection charges or other Charges and cannot be transferred or assigned; or
  - (b) be used if the Mobile Services or your Account have been suspended by us or by you under the Agreement or if you have exceeded any credit limit applicable to your Account.
- 4.3 On termination or expiry of the Mobile Services any unused entitlements under your Plan will not be refunded or redeemed and will be forfeited on disconnection by you.

### **5 TRANSITION PLAN**

- 5.1 We may work with you to agree a transition plan for Mobile Services (Transition Plan). You must pay any applicable transition fees in accordance with the payment terms included in the Service Order.

### **6 YOUR MOBILE ACCOUNT, ACCOUNT HOLDER AND ADMINISTRATOR(S)**

- 6.1 Your Account Holder, Administrator(s) and End Users will be required to set up a security PIN which may be required to authorise certain activity in relation to your Account and/or Connections.
- 6.2 We will primarily correspond with you about your Account through your Administrator(s).
- 6.3 Your Account Holder must have a Connection.
- 6.4 Your Administrator(s) may on your behalf:
- a) Order Services;
  - b) Order Hardware;
  - c) Request a Move, Add and Change (MAC) such as Mobile Services activation, disconnection, suspension, and/or restrictions on Plans and / or Connections;
  - d) Change your Customer details; and
  - e) Change or update the list of Administrator(s).
- 6.5 MAC requests can be communicated to us by email to your Business Account Manager.

### **7 USING THE MOBILE SERVICES**

- 7.1 The Services allows End Users to make and receive local, national and international calls and text messages and consume mobile data (when within the 2degrees Mobile Network coverage area) using a Mobile Device. Each End User must use a SIM card to connect and use the Mobile Services.
- 7.2 3G connectivity will be ceased to be provided during 2025. From this time, Mobile Devices will need to be compatible with 4G or 5G connectivity in order to use the 2degrees Mobile Network.
- 7.3 In order to receive the Mobile Services you must set the "network selection" setting of your Mobile Device to "automatic". This is typically the default setting. We do not guarantee the availability of Mobile Services to you, and may cease to provide the Mobile Services to you if you fail to set the "network selection" setting of your Mobile Device to "automatic". If you require any assistance regarding the correct settings for your Mobile Device please contact Customer Care for Mobile Services.
- 7.4 Where the Mobile Services are only available in a specific geographic location this will be set out in the specific terms and conditions applicable to that Mobile Service.

## **8 CUSTOMER RESPONSIBILITIES**

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### **8.1 Customer must:**

- (a) comply with the obligations in this Service Schedule;
- (b) comply with the law and all the relevant codes and regulations and ensure that no Mobile Device or Mobile Services are used by any End User in a way that is abusive or offensive or for an illegal, immoral or fraudulent purpose;
- (c) use a Mobile Device of a make and model that is compatible with the 2degrees Mobile Network and which is approved by 2degrees for use on the 2degrees Mobile Network. Unless we agree otherwise, you are responsible for obtaining a compatible Mobile Device or equipment required by you to use the Mobile Services. Not all Mobile Devices can receive all of the Mobile Services and some Mobile Devices may not be compatible with the 2degrees Mobile Network;
- (d) not use any Mobile Device which masks or in any way alters the true point of origin or termination of any call or other transmission over the 2degrees Mobile Network; and
- (e) use the Mobile Services in the way described in any applicable user guide, policy or specific terms and conditions.

## **9 DATA**

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- 9.1 You can use the data under your applicable Plan benefits in NZ or otherwise in accordance with 2degrees Business Roaming.
- 9.2 Data usage per session may be rounded up to the nearest 46.08KB increment. Minimum data usage per session of up to 921.6KB applies. Your data may be used for hotspotting and standard business and personal use only. You must not use your data for machine-to-machine communications; or in a manner that interferes with our ability to provide quality service to other users; or commercial type activities; or any other similar activity that we consider to be non-standard usage (Prohibited Usage).
- 9.3 We reserve the right to monitor data usage and customer volumes, to ensure customers are complying with our terms of use. If, acting reasonably, we think you are engaging in Prohibited Usage, we may ask you to cease such Prohibited Usage. If you ignore us or misuse or interfere with the 2degrees Mobile Network, your Mobile Services may be slowed, reprioritised, suspended, terminated, or restricted and your Plan could be suspended or terminated immediately with notice.
- 9.4 If you have Endless NZ Data under your applicable Plan benefits, you will be charged a 0 cent per MB rate for all data consumed in NZ on each Billing Date for the Term of your Plan provided you pay the applicable Charges.
- 9.5 If you exceed your Max Speed data allowance of Endless NZ Data use during an applicable

Bill Cycle, your Max Speed will be reduced to 1.2mbps until your next applicable Bill Cycle and hotspotting speeds may be reduced further during periods of 2degrees Mobile Network congestion.

- 9.6 If you have multiple End Users with Endless NZ Data under an applicable Plan under your Account, maximum speeds are reduced on an End User basis. For example, if one End User exceeds their Max Speed data allowance, only that End User's maximum speeds are reduced and not the maximum speeds of other End Users.

### **Carryover Data**

- 9.7 If you have Carryover Data under your applicable Plan benefits, then your allocations will be prorated up to the Bill Date following activation of that Plan and will then be allocated on each Bill Date.
- 9.8 If the full allocation of Carryover Data on the Plan is not used during a Bill Cycle, then unused 'Carryover Data' for that Bill Cycle can be carried over to the following Bill Cycle. Carryover Data (if not used) may be accrued for up to 12 months.
- 9.9 For Business Choice and Business Assure Plans, if all Carryover Data available under a Plan is used up during the Bill Cycle, a Data Add-on can be purchased for data services until the new allocation of Carryover Data occurs on the next Billing Date. You will be charged for any Data Add-on purchased by an End User under their applicable Plan.
- 9.10 If you change from a business individual Plan to a Plan which includes a data pool (such as Business Assure) which can be used by one or more users in a group (or to a Plan with Endless NZ Data) any remaining data balances including Carryover Data on your old plan will immediately expire when the Plan is changed.

## **10 FAIR USE**

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- 10.1 The Mobile Services are subject to the Fair Use Policy.
- 10.2 Your use of the Mobile Services must be fair, reasonable and not excessive, as reasonably determined by us by reference to average and/or estimated typical customer usage of the Mobile Services. We will consider your usage to be excessive and unreasonable where it materially exceeds the average and/or estimated use patterns over any day, week or month (or other period of time as determined by us) (Excessive Usage).
- 10.3 Where we offer any included Mobile Services under a Plan or other Service (such as included voice or video calls, text or picture messages, data transfer and internet use via the 2degrees Mobile Network), such use is offered for your individual private and personal use and benefit only. In no case does any Mobile Service allow for activities aimed at making profit or reselling the Mobile Service or using the Mobile Service in an unfair or excessive way and any such use of the Mobile Services by you is a breach of this

Agreement. Furthermore, the use of the Mobile Services is permitted only through a Mobile Device. Use of Services through PBX or any other line connected to a computer for the purpose (or any other purpose) of making a large number of voice and video calls and/or sending a high volume of data and/or simultaneously sending text or picture messages is not permitted.

- 10.4 For the avoidance of doubt, fair use of our Mobile Services excludes activities such as auto-dialling, premium services, continuously call forwarding, tele-marketing, call centres or other activities that uses our services for commercial gain and use of Cellular Trunking Units (including SIM boxes and GSM gateways).
- 10.5 If in our reasonable opinion we consider your usage to be unfair, unreasonable and/or Excessive Usage, we may immediately suspend, modify or restrict your use of the Mobile Services or withdraw in full or in part your access to the Mobile Services without notice to you.
- 10.6 We may charge you at our discretion for Excessive Usage, which if we do so will be at our standard rates.

## **11 INTERNATIONAL CALLING AND MOBILE ROAMING**

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- 11.1 All international calls and texts made during a Bill Cycle will be charged to your Account at the rates current at the time of usage and detailed at Pay Monthly and Business Standard Rates | 2degrees and will be shown on your next Bill.
- 11.2 End Users may use a Mobile Device in other countries (Mobile Roaming). For a list of the countries in which Mobile Roaming is available and the associated pricing, please contact Customer Services or visit the 2degrees' website at <https://www.2degrees.nz/business/roaming> (Roaming Terms). To the extent there is any inconsistency between this clause and the Roaming Terms, the terms and conditions in the Roaming Terms apply. Mobile Roaming is enabled on each Connection as a default setting. An End User may check this before heading overseas by calling our Business Service Centre on 0800 022 022. Mobile Roaming charges vary and are subject to change without notice.
- 11.3 Mobile Roaming relies on the use of overseas Network Operators that 2degrees does not control and therefore cannot offer any guarantees about the quality of Mobile Roaming services. Some Mobile Services may not be available while using Mobile Roaming. The use by Customer or any End User of overseas telecommunication networks will be subject to the terms and conditions of the relevant Network Operator. Those terms and conditions will apply in addition to the terms and conditions contained in this Service Schedule.
- 11.4 All Mobile Roaming charges are listed in NZ currency.
- 11.5 Charges listed for incoming and outgoing calls while roaming are charged per minute (Customer must pay the full minute rate for each

minute or part minute). Unlimited Calls are only valid for voice calls to any standard landline or mobile in NZ and Aussie. Unlimited Calls cannot be used to make calls to premium rate numbers (e.g. 018, 0900) or satellite phones.

## **12 UNLIMITED CALLS AND TEXTS**

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- 12.1 Unlimited Text is only valid for text messages to any standard mobile in NZ and Aussie. Unlimited Text cannot be used for MMS or texts to premium rate numbers.
- 12.2 You will be charged a 0 cent per minute/text rate for all calls and texts made to any standard mobile or landline in New Zealand and Aussie on each Billing Date.
- 12.3 All calls are rounded up to the next whole minute.
- 12.4 Our Fair Use Policy applies to Unlimited Calls and Unlimited Text. For the avoidance of doubt, Unlimited Calls and Unlimited Text is only available for person to person use consistent with our estimate of reasonable use of these services (referencing standard and/or estimated customer profiles). We may take action if we consider your use to be in breach of the Fair Use Policy. Please ensure that you have read and understood our Fair Use Policy, which forms part of this Agreement and is published by us at [2degreesmobile.co.nz/fairusepolicy](https://2degreesmobile.co.nz/fairusepolicy).

## **13 DISABLING CERTAIN SERVICES**

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- 13.1 You may request any of the following services be disabled on a per Connection basis by contacting your Business Account Manager or via our Self-Service Portals:
- a) International Voice Calls
  - b) International SMS
  - c) NZ Data
  - d) International Roaming
  - e) Premium text messaging
  - f) Premium Voice
  - g) MMS (picture text message)
- 13.2 Other products and services offered by 2degrees that are not set out above (including but not limited to: certain Value Packs or Add ons (such as NZ Data, Voice and SMS), Worry Free Data and Shared Data) are not available on Business Plans under your Account. To avoid doubt, International Chat Pack and roaming data Add-on value packs can be purchased under the Business Choice and Business Assure Plans.

## **14 INTERNATIONAL CHAT PACK**

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- 14.1 Customer may purchase the International Chat 300 Pack for \$10 a month (Pack Price) and get 300 minutes that can be used to call:
- a) international standard landlines in 23 eligible destinations; and

- b) international standard mobiles in 6 eligible destinations.
- 14.2 The eligible destinations are:
- a) **international standard landlines:** Belgium, Canada, China (including Hong Kong but excluding Macau), Denmark, France, Germany, India, Ireland, Italy, Malaysia, South Korea, Netherlands, Norway, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, Taiwan, Thailand, United Kingdom (excluding Overseas Territories and Crown dependencies), United States of America (excluding territories/commonwealths including America Samoa, Guam, Puerto Rico).
- b) **international standard mobiles:** Canada, China (including Hong Kong but excluding Macau), India, Singapore, United States of America (excluding territories/commonwealths including America Samoa, Guam, Puerto Rico), United Kingdom (excluding Overseas Territories and Crown dependencies).
- 14.3 The following calls are excluded:
- c) calls to premium rate numbers (for example 0900,018 call forwarding services) in the eligible destinations;
- d) calls to satellite phones; and
- e) calls made while roaming overseas.
- 14.4 The International Chat 300 Pack is valid for one month from the date of purchase (Validity Period).
- 14.5 2degrees will apply an International Chat 300 Pack on your purchase date (Initial Pack), and the Initial Pack will automatically renew on your Billing Date, and thereafter will recur monthly on each Billing Date applicable to your Account. For example, if you purchase your Initial Pack on 29 July and the next Billing Date for your Account is 1 August, your Initial Pack will automatically renew on 1 August, and thereafter monthly on each Billing Date.
- 14.6 Each International Chat 300 Pack (including the Initial Pack) applied to your Account in accordance with clause 14.5 above will expire at the end of its Validity Period.
- 14.7 The automatic renewal of your International Chat 300 Pack on each Billing Date is subject to you not exceeding the credit limit or Spend Control limit applicable to your Account as at that Billing Date. If you have exceeded your credit limit or Spend Control limit at the time of renewal, your International Chat 300 Pack will be cancelled, and you will need to re-subscribe to a new International Chat 300 Pack if you wish to purchase it again. Your new International Chat 300 Pack will be applied in accordance with clause 14.3.

- 14.8 You may purchase as many International Chat 300 Packs as you require in any month, however, only your original International Chat 300 Pack will recur on each Billing Date. The additional International Chat 300 Pack purchased during your Billing month will not renew and expire at the end of their Validity Period.
- 14.9 All calls are rounded up to the next whole minute. Your effective per minute rate will depend on how long you talk on each of your calls.
- 14.10 You will lose any unused minutes remaining under your International Chat 300 Pack at the end of the Validity Period.

## **15 LANDLINE ON YOUR MOBILE**

- 15.1 You may have one land on your mobile (LOYM) per Connection (excluding Data Connections).
- 15.2 You will be considered eligible for LOYM for no charge if you are on one of the below Plans:
- a) Business Choice Plans
- b) Business Connect Talk & Text Flex
- c) Retired Business Freedom Plus
- d) Business Freedom Ultimate
- e) \$60.83 (excl. GST) Business Select and above Plans
- f) Retired \$149 (excl. GST) Plans
- 15.3 Porting a fixed line number to 2degrees may take up to 5 business days and may result in a loss of service on that number for a period of up to 2 hours. 2degrees is not responsible for any delays that result from the transfer of your current inbound call services provided to you by third parties.
- 15.4 You expressly accept that when you Port an existing fixed line number to your 2degrees mobile any additional landline services associated with that number, including but not limited to broadband or fax, will not be available once that fixed line number is Ported to 2degrees.
- 15.5 Some fixed line services may not be available on LOYM.
- 15.6 LOYM is only available when your mobile has 2degrees Mobile Network coverage.
- 15.7 You will be responsible and will be liable to us for all charges incurred in respect of your LOYM, including but not limited to the cost of receiving calls to your LOYM when you are roaming in another country.
- 15.8 Callers to your LOYM will be charged the rate applicable for a call to a local or national fixed line number from another fixed line number or mobile, as determined by their telecommunications provider.
- 15.9 If you transfer from an eligible Plan to another eligible Plan, we will charge you for the LOYM service at the then current rate specified for that eligible Plan. You acknowledge and agree that

by transferring to another eligible Plan, this may result in a loss of service on your LOYM number for a period of up to 1 hour.

15.10 If your eligible Plan is terminated;

- a) you transfer from an eligible Plan to another Plan (which is not an eligible Plan) or Service (including prepay) offered by 2degrees from time to time; or
- b) the ownership of your Account is transferred;

this will result in the termination of your LOYM service. In this case, we may release your landline number to the Network Operator to whom it belongs after 30 days. You will be responsible for taking any and all actions necessary, prior to the termination/transfer, to retain your landline number. We accept no liability for any loss or damage etc. incurred by you as a result of you losing your landline number following termination of your LOYM service.

## 16 NETWORK GUARENTEE

- 16.1 If you were not a 2degrees Consumer customer at 12:00 am on 31 May 2021 or a 2degrees Business customer at 12.00am on 30 July 2021 and you sign up to a Plan, you will be eligible for the Network Guarantee.
- 16.2 If you are on an eligible Plan and not satisfied with 2degrees Mobile Network coverage, you have 30 days from the date of joining your Plan to claim the Network Guarantee (Claim Period). Any claims outside of the Claim Period will not be covered by the Network Guarantee.
- 16.3 If you are eligible for the Network Guarantee, you will be refunded for any charges relating to your eligible Plan monthly fee within the Claim Period. If you purchased an MRO Mobile Device from 2degrees at the time of signing up to your eligible Plan, then subject clause 16.5 below, you are also entitled to receive a full refund for your eligible MRO Mobile Device (including the \$29 upfront payment, any interest free instalments paid and the final MRO Mobile Device payment).
- 16.4 To claim the Network Guarantee on your eligible Plan, you will need to call Customer Care or go into your local 2degrees store. To claim the Network Guarantee on your eligible MRO Mobile Device, you will need to go into your local 2degrees store.
- 16.5 The MRO Mobile Device must be returned in a like-new condition (including the handset, charger, headphones, battery, instructions and any other components) in its original box, with no damage such as cracks, chips or visible signs of wear and tear.
- 16.6 If you wish to keep the MRO Mobile Device, the remaining balance of the MRO will be added to your final Bill for payment. Any discounts applied to your Account in relation to the MRO Mobile Device will be added to your remaining balance on your final Bill (sorry, if you claim the Network

Guarantee and want to keep the MRO Mobile Device, you can't keep any discounts).

16.7 The Network Guarantee does not apply to:

- a) any MRO Mobile Devices which do not comply with the requirements set out in clause 16.5. The remaining MRO balance will be added to the final Bill for payment;
- b) any Mobile Services not included in your eligible Plan (eg excludes Add Ons, International calls, overage, Premium calls/texts etc). The remaining service(s) balance will be added to the final Bill for payment;
- c) any Devices purchased using any payment method other than Interest Free option including, but not limited to, cash or credit that has been applied to your Account (i.e. the Network Guarantee applies to handsets or Mobile Devices purchased on Interest Free only);
- d) any accessories purchased. If accessories were purchased using Interest Free the remaining accessory balance will be added to final Bill for payment;
- e) any services or Device gift(s) with purchase (GWP) cannot be returned. If you received a GWP at the time of joining your eligible Plan/purchasing your MRO Mobile Device, the RRP for that GWP (or remaining balance if applicable) will be added to final Bill for payment; and
- f) any handset purchased using Trade In as part of handset payment. The remaining handset balance will be added to final Bill for payment.

16.8 Any eligible Plan and/or eligible MRO Mobile Devices refunds will be refunded to your nominated bank account no later than 3 weeks after your final Bill is generated.

16.9 One Network Guarantee per Customer only.

16.10 The Network Guarantee is not transferable or exchangeable.

16.11 We reserve the right to not offer the Network Guarantee if we suspect that acceptance of the Network Guarantee is not genuine or risks being abused. If we do not offer the Network Guarantee we will tell you before your sign up is complete.

## 17 WIFI CALLING

17.1 To use WiFi Calling:

- a) you must be a 2degrees mobile customer;
- b) your Mobile Device must be a WiFi Calling capable Device that has been configured to make WiFi Calls;



- c) you must have activated the WiFi Calling feature on your Mobile Device; and
- d) you must be connected, and continue to be connected, to a WiFi broadband connection that allows the correct type of internet access capable of supporting WiFi Calling.

### Limitations of WiFi Calling

- 17.2 If you are on an active mobile call as you move into a WiFi coverage area, your phone will search for WiFi and VoLTE coverage. If it identifies both forms of coverage, your call will switch to WiFi calling. Similarly, if you start a call in WiFi coverage and then move out of WiFi range, your phone will switch to VoLTE calling if it can identify VoLTE coverage.
- 17.3 If WiFi Calling is activated, you will no longer be able to send or receive 3G video calls on either WiFi or cellular networks.. If you prefer to continue to send and receive 3G video calls, then you will need to disable WiFi Calling and call 2degrees Customer Care to be de-provisioned from WiFi Calling.
- 17.4 WiFi Calling does not support unstructured supplementary service data (USSD) type commands. USSD type commands are typically in a format like \*100# and are used for checking your account balance.
- 17.5 You cannot change your call forwarding or voicemail numbers if you are using WiFi Calling.
- 17.6 When you are overseas you will need to dial numbers for the destination you are visiting using the international dialling format with the correct destination code. For example, (61) in Aussie, (44) in the UK and (1) in North America.
- 17.7 If you are overseas you will not be able to dial short code numbers, free Mobile Phone Numbers or other special numbers unless they allow access with international dialling.

### Broadband WiFi connection

- 17.8 The broadband connection you are using for WiFi Calling must have the minimum internet speed of 100kbps of available bandwidth.
- 17.9 If you use a third-party internet service provider to access WiFi Calling it is your responsibility to resolve any issues with that internet service provider. 2degrees is not responsible for any issues relating to internet services provided by third parties.
- 17.10 Some corporate and public WiFi broadband connections have specific firewalls and settings that might prevent WiFi Calling from working. Because we have no control over the quality and settings of independently operated WiFi connections, poor or no service availability could be experienced on some WiFi connections.
- 17.11 While using WiFi Calling, you will use internet data on the WiFi broadband connection. This data may be subject to charges depending on the structure of the Broadband plan you are using for WiFi calling.

- 17.12 You could incur additional toll charges and/or international messaging charges if your VPN, DNS or internet provider is set to a country outside NZ.

### Using 2degrees Broadband for WiFi Calling

- 17.13 If you make a WiFi Call using 2degrees Broadband you will not be charged for the broadband data you use to make that WiFi Call.
- 17.14 If you make a WiFi Call using 2degrees Broadband we will use all reasonable efforts to ensure that WiFi Calling is reliable and available at all times. However, because we rely on networks and equipment which we do not control, we cannot promise that WiFi Calling will always be available or fully-functioning. We will not be liable or responsible for anything which occurs as a result of other providers' infrastructure systems. If WiFi Calling using 2degrees Broadband is unavailable for any reason we will endeavour to restore service as soon as possible. If there is a problem with such WiFi Calling, please contact us by dialling 200 from your mobile or 0800 022 022 from any NZ landline.
- 17.15 We will not be responsible for fixing any fault with WiFi Calling that is caused by any equipment, hardware or device not supplied or approved by 2degrees for use in connection with WiFi Calling, or because you have used WiFi Calling incorrectly or in an unauthorised way.

### Charging for WiFi Calling in NZ

- 17.16 WiFi Calling will appear on your bill as your usual monthly NZ minute or text allowance.
- 17.17 If you are in NZ the calls and texts you make using WiFi Calling will be included in your Charges with the same inclusions and rates as cellular calls and texts are charged under your Plan. For example, if your Carryover Plan has an allocation of 400 Carryover minutes and you make a 10 minute WiFi Call within NZ, 10 minutes will be deducted from your 400 minute balance in the same manner as a mobile cellular call within NZ.

### Charging for WiFi Calling Overseas

- 17.18 Except to the extent that your Plan includes specific entitlements to make calls outside of NZ, if you are making a WiFi Call from an overseas destination:
  - a) to NZ or Aussie you will charged in accordance with clause 17.7 (ie as if you are making the call from NZ);
  - b) to another number in that same overseas destination or to another overseas destination you will be charged the applicable standard international call rates to call that overseas destination from NZ. Note that the rates that apply to WiFi calls made in Aussie to depending on the destination called other overseas destinations could be lower or higher than the roaming rates that apply to mobile calls

17.19 If you have a valid Roaming Pack and you are making or receiving a WiFi Call in an applicable overseas destination:

- a) to or from NZ, or a local call within that applicable destination, your call will be deducted from your Roaming Pack in the same manner as if you made or received the call over a cellular network;
- b) to another overseas destination you will be charged the applicable standard international call rate to call that overseas destination from NZ.

17.20 If you have a valid Roaming Pack and you are making a local WiFi Call within an applicable overseas destination you will be charged the applicable standard international call rate to call that overseas destination from NZ.

17.21 It is free to receive WiFi Calls in NZ and when you are in any overseas destination excluding any WiFi broadband charges.

#### **WiFi Calls and Texts**

17.22 To the extent that is applicable, the terms in your Plan terms and conditions that apply to minutes and texts made over a cellular network apply to WiFi Calling.

#### **Emergency calling**

17.23 If you make a 111 call using WiFi Calling, your Mobile Device will attempt to make that call using the applicable cellular network. If no cellular network is available, the call should be routed over WiFi.

17.24 Wi-Fi Calling cannot support emergency calls made outside of NZ. Ensure you are connected to a cellular network when attempting to make an emergency call outside of NZ to be routed to the nearest emergency services.

#### **General WiFi Calling Terms**

17.25 WiFi Calling is provided on a best commercial efforts basis, with no guarantee of continued access or quality of service related to voice connectivity, because its reliance on public or private WiFi networks and internet broadband connections.

17.26 You can deactivate the WiFi Calling feature on your Mobile Device at any time.

17.27 We may suspend, end or change WiFi Calling for any reason, including where repair or maintenance work is needed.

17.28 We reserve the right to block communications over WiFi Broadband networks, for example, in order to prevent fraud or where required by court order.

17.29 WiFi Calling is supported on compatible Mobile Devices sold by 2degrees or our partners. Mobile Devices of the same make and model sourced from elsewhere will not have the relevant software installed. If such Mobile Devices are purchased from other suppliers in NZ, then they should be capable of WiFi Calling after a software upgrade. Mobile Phones

purchased from overseas are unlikely to be capable of WiFi Calling.

### **18 VOICEMAIL**

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18.1 Voicemail is one of the Mobile Services we provide.

18.2 You will be required to set up a 4 digit voicemail PIN to activate your voicemail account. Your voicemail PIN will be used by you to control access to your voicemail account. You are responsible for keeping your PIN and all other information relating to your voicemail account confidential at all times.

18.3 Un-played messages will be stored in your voicemail account for 30 days only and will then be deleted. Your voicemail account will be deactivated after 60 days of inactivity (i.e. where no messages are deposited or retrieved). We may also limit the length and number of messages which may be stored in your voicemail account.

18.4 Calls to voicemail accounts are charged in accordance with the pricing set out in the Service Order. You are responsible for all access to voicemail accounts under your Account and for any Charges incurred as a result of use of any voicemail account under your Account.

18.5 The Voicemail service needs to be activated when roaming overseas. You must set up your Voicemail PIN before leaving NZ. For further information on activating Voicemail when roaming overseas, visit our website at <https://www.2degreesmobile.co.nz/help-and-support/mobile/products-and-services/voicemail/> or contact your Client Manager.

18.6 Retrieving voicemail when using Mobile Roaming the applicable charge for making a Mobile Roaming call to NZ.

### **19 SPEND CONTROL**

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19.1 Spend Control is a tool allowing Team Members (if authorised by the Account Holder) to set a spend limit on their Connection (Spend Limit). Accordingly, Spend Limits can only be applied at the Plan level and not the Account level.

19.2 The Spend Limit will apply to any International calling and texting, International Roaming charges, premium content and any other chargeable events. Customer will continue to be liable to 2degrees for Customer's monthly Plan charge and all other charges incurred up to your Spend Limit.

19.3 For the avoidance of doubt, the Spend Limit will not apply to any minutes used to call standard NZ and Australian Landlines and Mobile Devices while in NZ or Aussie, texts to any NZ and Aussie Mobile Devices while in NZ and any NZ data usage.

19.4 Once you reach your Spend Limit, Customer will not be able to use further chargeable Mobile Services available to Customer on

Customer's Plan until the following Billing Date unless Customer changes or turn off your Spend Limit.

- 19.5 If you change your Spend Limit at any time, it will replace any existing Spend Limit and become your new Spend Limit.
- 19.6 If you turn off your Spend Limit, you will need to re-apply it if you want to use the Spend Control services.
- 19.7 If you turn off your Spend Limit you will continue to incur charges for the use of the Services up to the credit limit applied to your Account. You will be liable for all charges incurred in excess of your Spend Limit.
- 19.8 2degrees may restrict your ability to use Spend Control at its discretion.
- 19.9 2degrees shall not be liable to you in respect of your use of the Spend Control services.

## **20 LOST OR STOLEN MOBILE PHONE OR SIM CARD**

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- 20.1 You and End Users must
- a) keep your Mobile Devices and SIM card(s) associated with your Account secure at all times; and
  - b) contact Customer Care for the Services immediately if your, or your End User's, Mobile Device or a SIM card is lost, stolen, damaged or destroyed or is used or likely to be used without your authority.
- 20.2 If your Mobile Device or any SIM card(s) associated with your Account is lost or stolen or used without your authority you will be responsible for all Charges incurred up to the time you advise Customer Care of its loss or theft and request that your Account be suspended. For the avoidance of doubt, you are responsible for paying any Charges incurred prior to suspension or any recurring Charges relating to your Account, whether or not incurred by you or a End User. On your request we will transfer your Account to a replacement SIM card issued to you by us. We reserve the right to charge a reasonable fee for any replacement SIM card issued to you and for completing any transfer.
- 20.3 We are not liable for any loss you may suffer as a result of the loss, theft, damage, destruction or unauthorised use of your Mobile Device or any SIM card. You agree to indemnify us for any loss we may suffer as a result of the loss, theft, damage or destruction of your Mobile Device or SIM card or any unauthorised use or misuse by you or anyone else, whether authorised by you or not, of your Mobile Device, SIM card or the Mobile Services.
- 20.4 You may request that Customer Care completely or partially suspend your Account to prevent Mobile Services from being accessed using any SIM card(s) associated with your Account. Once your Account is suspended your Mobile Device

and any SIM card will not be able to be used to access the Mobile Services until such time as you contact Customer Care and request that the suspension is removed. You will remain liable for Charges and the Agreement will continue to apply to you (including your obligation to pay Charges and the expiry dates of any Mobile Service).

## **21 CONTENT**

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- 21.1 Content which you may access or is provided to you, using the Mobile Services, is for your personal use only. You may not forward, copy, reproduce, re-sell or distribute Content or interfere with it in any way. You acknowledge that this obligation is also expressly for the benefit of our Agents and approved Third Party Suppliers.
- 21.2 We may monitor Content when you use the Mobile Services and remove any Content that we consider to be inappropriate, illegal or in breach of the rights of any third party. We are not responsible for any Content, or for any loss whatsoever that you may suffer in connection with your accessing any Content that does not originate directly from us.
- 21.3 You agree that you are responsible for ensuring that you have the right to send all Content that you send when using the Mobile Services. We may alter Content that you send using the Mobile Services in order to enable the delivery of that Content to the recipient.

## **22 MOBILE PHONE NUMBERS AND NUMBER PORTABILITY**

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- 22.1 If you request any MPN to be Ported from another Mobile Provider to set up your Mobile Account (or to add a End User) you confirm and agree that:
- a) we are not obliged to accept the Porting request;
  - b) you have the authority to request the Porting of the MPN and, if you do not have the rights to use the MPN, you confirm that the individual who does have the rights to use that MPN has consented to your request for the Porting of that MPN. You will be liable for any loss or damage resulting from breach of this clause;
  - c) you have informed each End User who wishes to Port a MPN to the Account that they relinquish all rights to that MPN and that your authorisation is required if a End User wishes to Port a MPN out of your Account;
  - d) you confirm that your End Users authorise us to supply relevant information about them to the existing Mobile Provider in order to carry out the Porting process;
  - e) the existing Mobile Services relating

to the MPN will be disconnected and a final account may be due from the existing Mobile Provider. You or your End Users may have obligations (including payment of any due amounts including porting fees and early termination costs) to the existing Mobile Provider and it is your responsibility to ascertain and discharge such obligations. You may lose any benefits (including credit balances) from your existing Mobile Provider;

- f) the Mobile Services you receive post Porting may not be accessed or supported in the same way as any services that you previously received;
- g) we will not be liable for any loss or damage (direct or indirect) resulting from failure or delay in the Porting process;
- h) if you amend your request to Port any MPN at any time it may affect the date that Porting is completed and if you wish to amend your request after the Porting process has begun, a new Port request is required;
- i) once the number Porting process has started it must be completed; and
- j) the information provided by you in relation to the Porting request may be used in relation to the Mobile Services, fault management and complaints you make. The information may also be provided to Mobile Provider and Ported by you for use on the 2degrees Mobile Network. Subject to the terms of this Schedule you have full rights to use the MPN allocated to you. Porting from another Mobile Provider to your emergency services and as lawfully required by law enforcement agencies.

22.2 If you wish to Port your MPN to another Mobile Provider you must contact the Mobile Provider to whom you wish to Port to and you will be responsible for completing that Mobile Provider's Porting requirements.

22.3 We will comply with our obligations under the Terms for Local and Mobile Number Portability in relation to the Porting of the MPN to the other Mobile Provider. You will be responsible for all costs associated with Porting the MPN.

22.4 If you or we disconnect your Connection(s) to the Mobile Services, and you have not Ported the MPN allocated to you by us or selected by us prior to disconnection, we may re-allocate the MPN to another customer.

## **23 CHARGES, BILLING AND PAYMENT**

23.1 Your Connection Charges will be pro-rated from Activation until your first Billing Date.

23.2 Unless stated otherwise, you will be billed on a monthly basis either in advance or arrears as applicable to each Mobile Service and as set out in your Service Order. Any Charges you incur while using Mobile Roaming may be billed several months in arrears.

23.3 On our request, you must immediately pay any Charges in excess of any credit limit on your Account or any use of the Mobile Services that is in breach of the Agreement, including the Fair Use Policy.

23.4 From time to time we may amend your Billing Date and send you interim Bills.

23.5 Your Bill will include the amount payable by you for Charges incurred by you during the previous month, and the Due Date for payment.

23.6 You must pay the amount set out in your Bill by the Due Date.

23.7 We will send to you and/or make available to you your Bill after your Billing Date by email. You can view your Bills at any time by visiting our Self-Service Portals. Your most recent Bill will be available on our Self-Service Portals within 3 business days after we have sent you that Bill. We will not be responsible if your Bill has not been received by you for any reason.

23.8 You are liable for all Charges incurred under your Account, no matter who incurs them or how they are incurred. For example, subject to clause 20.2 of these Mobile Service Terms, you are responsible for the Charges relating to anyone else's use of your Mobile Device or SIM card, even when your Mobile Device or SIM card is lost or stolen.

23.9 You are liable for the reasonable costs we incur for collecting any overdue Charges from you.

23.10 We only accept payment of your Bill by credit card, debit card, direct debit or online banking (we do not accept payment by cash, cheque or any other method).

23.11 If you do not pay any Bill by the Due Date we can, without prejudice to any other rights we have, suspend, bar, re-direct or restrict your use of all or any of the Mobile Services (including any unused minutes we may allow you to carry over from a previous billing period) without giving you prior notice. If we suspend, bar, re-direct or restrict the Mobile Services all Charges will continue to apply.

23.12 If payment of the Charges (other than of any Charges incurred in respect of any Mobile Repayment Option) has not been made by the Due Date, we may charge interest on all sums outstanding until the date we receive payment of all outstanding Charges and other amounts owing in full.

23.13 We may charge you a reasonable fee for:

- a) responding to a request from you for information about your Services; calls or your use of the Mobile Device; and
- b) Connection(s) to the Mobile Services that are dormant, or providing statements or for dealing with unused

credit balances.

- 23.14 If you use your Mobile Device while you are overseas you will incur additional Charges and these will be included in your Bill. Minute or other entitlements which may be included in any Plan may not apply when you use your Mobile Device overseas unless otherwise agreed in your Service Order.
- 23.15 We will not be liable for any Charges you incur as a result of your assumption that a particular number is on a particular network (e.g. that a 022 number is held by a 2degrees customer).
- 23.16 If payment of the Charges (other than of any Charges incurred in respect of any MRO) has not been made by the Due Date, we may charge interest on all sums outstanding until the date we receive payment of all outstanding Charges and other amounts owing in full.
- 23.17 If there is a mistake or dispute amount on your Bill, you must notify us as soon as possible. You must pay the full amount of your Bill by the Due Date. If upon our investigation we find that there has been a mistake with your Bill, we will apply any correction to your next Bill.
- 23.18 We can use any credit balance relating to your Account or use any moneys we owe you to recover any outstanding Charges.
- 23.19 We may, at our discretion impose credit limits for your use of the Mobile Services. We will try to notify you as soon as possible if we impose any such limits. We may restrict your use of the Mobile Services without prior notice if you exceed any credit limit. You will remain liable for all Charges incurred in excess of your credit limit.

## **24 END USERS**

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- 24.1 You must provide us with a complete list of the details we request of all End Users under your Account, and upon request, an updated list if End Users are removed from or added to your Account. You will let us know when your End User(s) change.
- 24.2 Each End User under your Account must be connected to you, whether as an owner, director, partner, employee or other officer of your business.
- 24.3 You will be liable for any loss, cost, liabilities and expenses that we may incur as a result of any action or omission of a End User in respect of that End User's use of the Mobile Services (including a breach of this Service Schedule and the Agreement by any End User) and any claim, suit or proceeding made or brought against us as a result of a End User's use of the Mobile Services. You are responsible if anyone else, whether that person is a End User or authorised by you or not, uses or misuses the Mobile Services.

## **25 ADDING NEW END USERS**

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- 25.1 A person may become an End User by either transferring from another 2degrees plan or

service outside of your Account to the Plan under your Account or by otherwise signing up to the Plan under your Account. By transferring from another 2degrees plan, the End User's existing plan will be terminated and his or her number will be transferred to your Account. Adding a End User Connection to a Plan under your Account is at the discretion of 2degrees.

- 25.2 The accrued entitlements and benefits of the End User's previous 2degrees plan or service, including any remaining credit balance, will not be transferred to the Plan under your Account and will be lost.
- 25.3 From the date a End User transfers or signs up to a Plan under your Account you will assume all of that End User's obligations and responsibilities in respect of that End User's use of the Mobile Services. You are responsible for paying the Charges generated by each End User under your Account.
- 25.4 You may at any time request that a new End User be added under your Account. If you do so, we may require you to undergo a further credit check, or we may require a further security deposit or personal guarantee from you and/or impose other conditions in respect of your Account.
- 25.5 We may refuse the connection of a new End User to your Account if you have any outstanding Charges or any other overdue payment in respect of your Account.

## **26 REMOVING OR TRANSFERRING END USERS**

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- 26.1 You may request a End User's Connection be removed from your Account at any time.
- 26.2 Unless otherwise agreed under your relevant Plan, if you request the removal of a End User's Connection, that termination will be effective on the Billing Date following the date of your request. If your request is made on your Billing Date, the End User Connection will be removed on the following Billing Date. You will be liable to pay us all Charges (including any Early Termination Charges, if applicable) in respect of that End User's Connection up to the Billing Date on which the Connection is terminated from your Account.
- 26.3 If your Plan is subject to a Fixed Term, you will be required to pay us an Early Termination Charge if you:
- a) terminate every End Users' Connection under that Plan and the termination of the End Users' Connections takes place prior to the expiry of the relevant Fixed Term; or
  - b) request every End Users' Connections be transferred to another plan or service other than the Plan noted in your Service Order prior to the expiry of Fixed Term (and that will be deemed a termination of that Plan under your Account).

- 26.4 You must first appoint a new Account Holder before requesting the removal or termination of an existing Account Holder Connection from your Account.

## **27 SIM CARD**

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- 27.1 Any SIM card we issue to you or which otherwise comes into your possession remains our property. You must return it to us in good condition and within 30 days' of termination of the Service Order or the Agreement, or otherwise if requested by us (whichever is the earlier) and we reserve the right to charge you a reasonable fee if you fail to do so.
- 27.2 We may exercise our rights to terminate the Mobile Services or the Agreement in accordance with clause 41 of the Standard Terms and Conditions or Master Service Agreement if you or any End User tamper with or modify any SIM card issued by us.

## **28 PHONE NUMBERS**

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- 28.1 We will allocate to you, or you may select from us (where available), a Mobile Phone Number or it may be allocated to you by another Mobile Provider.

## **29 HARDWARE FUND**

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- 29.1 If agreed in your Service Order, in lieu of upfront Hardware, you will be entitled to a credit being the accumulated Hardware subsidy (Hardware Fund) to the total value which may be used by you to purchase Hardware from us. You may also contribute to the Hardware Fund.
- 29.2 Only Mobile Devices purchased at the recommended retail price at the date of purchase may be charged against the Hardware Fund.
- 29.3 Your Hardware Fund will be managed by your Business Account Manager and can be drawn down by contacting your Client Manager by email or through Flex. We will provide you with monthly reporting on your Hardware Fund upon request and in a form to be mutually agreed in writing.
- 29.4 Any credit balance remaining in the Hardware Fund that we contributed will expire immediately upon the termination or expiry of this Agreement and any amount owing by you to us on termination will remain due and owing and may not be set-off against any funds you contributed to the Hardware Fund. Any funds you have contributed to the Hardware Fund will be used first before funds that we have contributed are drawn down.
- 29.5 In no circumstances will the funds that we contributed to the Hardware Fund be converted or exchanged for cash or otherwise be applied as a credit against your Account for any amount owing by you to us.
- 29.6 You may not charge Mobile Devices to the Hardware Fund if you are more than 60 days in arrears in paying your Charges.

## **30 MOBILE REPAYMENT OPTION**

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- 30.1 If you take up a Mobile Repayment Option (MRO), you will be required to repay the MRO amount in equal monthly instalments on your Account over an available fixed term from Activation, with no interest charged. Your monthly MRO instalments will depend on the total agreed value of the Mobile Device fund as shown in your Service Order or the number of devices taken at the time within the maximum value.
- 30.2 Your monthly MRO instalments will be added to your Bill and included in your Charges or any other charges incurred each month.
- 30.3 A MRO will only be available for certain Mobile Devices. Only one Mobile Device per Connection is allowed and Mobile Device accessories are excluded. We reserve the right to change the Mobile Devices eligible for MRO at any time.
- 30.4 If you terminate this Agreement prior to fully repaying the MRO amount, you must immediately pay us the balance outstanding on your MRO (if any). This will be in addition to any Early Termination Charges that may be applicable to your Account. For the avoidance of doubt, the balance outstanding on your MRO will be the price of the eligible mobile device (at the beginning of the Fixed Term or the date of taking up devices) minus any MRO monthly repayments received by us.
- 30.5 A MRO cannot be transferred between customers. If a Standard Connection with MRO attached is terminated or is replaced by another Standard Connection, this will be deemed a termination and any outstanding MRO balance on the terminated Connection will be billed immediately.
- 30.6 If you activate Spend Control under your Account, the Spend Control will not be applied against your monthly MRO instalments

## **31 TERMINATION AND SUSPENSION**

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- 31.1 Unless otherwise agreed under your relevant Plan, if you Port all of the MPNs associated with your Account to another Mobile Provider the Mobile Services will be terminated effective from your next Billing Date.
- 31.2 Notwithstanding anything else in this Service Schedule, we may terminate your Connection(s) and stop providing the Mobile Services without reason by giving not less than 60 days' prior notice and in this case you will only be required to pay any outstanding Charges incurred up to and including the date of termination (which, for the avoidance of doubt, includes all remaining Mobile Repayment Option instalments not yet paid which remain payable on the original dates agreed). We may withhold, suspend or restrict your use of a Mobile Service or your Account in any circumstances if we think it is reasonable or necessary to do so, including (without limitation) if we believe any of your Mobile Devices or other equipment may cause interference or if you have

failed to meet any of your responsibilities under this Service Schedule.

- 31.3 Either party may terminate the Mobile Services in accordance with the termination clauses under 40 or 41 of the Standard Terms and Conditions or Master Service Agreement.

**If any Connection(s) to the Mobile Service is either suspended or terminated:**

- a) we may charge you a reconnection charge before you are able to recommence using the Mobile Services and you may need to buy a new SIM card;
  - b) you may lose your allocated or selected MPN (unless you have Ported the MPN to another Mobile Provider);
  - c) any unused benefits arising from the Mobile Services will be lost on termination of your Account;
  - d) you may lose any data stored on your SIM card or contained in your voicemail account; and
  - e) you must return your SIM card to us if we so request.
- 31.4 If your Account and/or any Connection(s) to a Mobile Service is restricted (as opposed to terminated), you will be able to continue using the un-restricted Mobile Services and Charges will continue to apply.
- 31.5 If you terminate the Mobile Services or this Agreement due to our breach of the Agreement in accordance with clause 40 (b) of the Standard Terms and Conditions or Master Service Agreement, we will not charge you Early Termination Charges however all Charges incurred, Hardware Fund Early Termination Charges (as applicable) and other moneys due will apply as at the date of termination will be payable.

## 32 EARLY TERMINATION CHARGES

### Hardware Early Termination Charge

- 32.1 If you have a Hardware Fund and terminate all of your Connections under your Service Order prior to the end of the Fixed Term, you will be charged a Hardware Fund Early Termination Charge in respect to our contributions being the excess, if any, of the value of all hardware you have drawn down on during the term, over the value of the hardware fund credit, evenly allocated across the term of the agreement. The Hardware Fund Early Termination Charge is the maximum of the calculation below or zero.

**Worked example:** You have drawn down \$25,000 (including GST) of your \$60,000 (including GST) of Hardware Funds contributed by us and terminate after 9 months of the 24 month Term. The payable Hardware Fund Early Termination Charge would be \$2,500.

$$ETC = A - (B \times (C / D))$$

$$ETC = \$25,000 - (60,000 \times (9 / 24)) = \$2,500$$

$$A: \text{Total drawdown} = \$25,000$$

$$B: \text{Total hardware fund} = \$60,000 \text{ (including GST)}$$

$$C: \text{Months of contract elapsed at termination} = 9 \text{ months}$$

$$D: \text{Total contract term} = 24 \text{ months}$$

## 33 BUSINESS ASSURE

### Monthly charges

- 33.1 This section applies where Customer has signed up to Business Assure, in addition to the other terms and conditions in this Service Schedule.
- 33.2 Subject to the minimum number of Connections as agreed in Customer's Service Order (Minimum Connection Volume), you will be charged for each Connection as set out in your Service Order (Initial Connection Volume) for either standard Connections which is voice, text and data (Standard Connection) and / or Data Connections (where applicable). If your actual number of Connections is less than the Minimum Connection Volume in any given month, you will still be charged for the Minimum Connection Volume.
- 33.3 Customer will be charged an additional amount per month set out above for each Standard Connection and / or Data Connection Customer maintains over the Initial Connection Volume agreed in the Service Order. The number of Connections you have will be determined at the time of billing.
- 33.4 Other Charges may apply as set out in this Service Schedule or Service Order (as applicable).
- 33.5 All other Charges for the period commencing on the date of Activation and ending on the last day of the first Bill Cycle after Activation will show on your first invoice after the first full Bill Cycle after Activation.

### New Zealand Data Pool

- 33.6 Your Account will be allocated the amount of NZ data set out in your Service Order each month on your Billing Date during the Term. This data is shared by all Connections under your Account (unless data services have been disabled for a particular Connection) at your discretion.
- 33.7 For billing purposes, you will be charged for data under your NZ Data Pool made available to all Connections under your Account as set out in your Service Order. You can request to either increase or decrease your NZ Data Pool in accordance with the NZ Data Pool Table within your Service Order on written notification to 2degrees.
- 33.8 At the end of each Bill Cycle, we will calculate total data usage under your Account 9.8 and clause 9.9. Any additional data purchased, as set out in clause 9.9 above, and not used, will be carried over to the following month.
- 33.9 During any Bill Cycle, your Carryover Data (if any) will always be used after the NZ Data allocation for that Bill Cycle.

33.10 Data usage can be viewed in our Self-Service Portals.

***Early Termination Charges***

33.11 If you terminate this Service Schedule under clause 31.3 or if we terminate this Agreement due to your breach, then Customer must pay an Early Termination Charge calculated as follows:

$$\text{ETC} = A \times B \times C$$

Where:

A = Number of months remaining in Term

B = Initial Connection Volume x charge per Connection

C= 0.3