
2degrees

Mobile Service Schedule – Business Individual Plans

Effective: 1 May 2022

Important

Application: This 2degrees Mobile Service Schedule – Business Individual Plans applies to any new mobile Services that are acquired, existing mobile Services that are renewed, or if you signed up to a Vocus Mobile service prior to 1 May and have migrated onto the 2degrees Network.

If you signed up for mobile Services prior to 1 May 2023 and have **not** migrated to the 2degrees Network, then please refer to the 2degrees Vocus Mobile Service Schedule available [here](#).



1. Definitions

1. Defined terms in the Standard Terms have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

2degrees: means Vocus (New Zealand) Limited (NZCN 1371006).

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 Services and/or Connection(s) provided to you in accordance with this Agreement.

Activation – means the successful completion by you (or 2degrees, where applicable) of the set up process for an Account (and “Activate” shall be construed accordingly).

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

Charges - means all monthly access charges, data usage, call or message charges and all other fees payable in accordance with the Plan, this Service Schedule and each applicable Service Order. Unless otherwise stated, all prices exclude GST.

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

Content – means information, data, communications, images and sounds, software or any other material contained on or available through the Services.

Customer means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

Customer Services - means the 2degrees Customer Services team.

Default Interest – Means the interest 2degrees may charge from the due date for payment to the date payment in full is received at the rate of 1.5% per month compounding monthly or any other rate specified on the 2degrees website.

End User means an individual Customer authorises to connect his or her Mobile Device to use the Services on behalf of the Customer.

End User Terms means the terms set out in Appendix 1.

Input Cost means any direct costs or expenses incurred by 2degrees as a result of any services that 2degrees receives from third parties (including other Network Operators or Telecommunications Service Providers) in order to provide the Services.

Network Operator - means any entity with whom 2degrees has entered into an supply or interconnection agreement or arrangement (directly or indirectly) providing for the passing of customer generated or

customer destined communications between us and that entity.

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

Phone Number - means a Mobile Device number which is either allocated to an End User by 2degrees or which the Customer or an End User ported or is seeking to port.

Plan(s) - means a plan for each End User containing a bundle of Services (e.g. calls, texts, data) for a fixed Charge, as specified in the Service Order.

Port - means to transfer a mobile phone number from one Mobile Telecommunications Provider to another (and words such as “Porting”, “Ported” and the “Porting Process” as construed accordingly).

Re-direct - means a re-direction of all calls being made from a Mobile Device which may end access to all Services until the re-direction is lifted.

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 regulations, reference offer or undertaking) that directly or indirectly has the effect of:

- a. materially altering the terms of this Service Schedule;
- b. making the operation or performance of this Agreement impractical;
- c. materially altering the burden (financial or otherwise) of 2degrees or a Network Operator providing services to 2degrees to enable the provision of the Services under this Service Schedule; or
- d. causing 2degrees or any Network Operators supplying services to 2degrees to enable the Services (voluntarily or otherwise) to materially alter its operations or structure.

Services - means the 2degrees Mobile Services as set out in this Service Schedule which is provided on the 2degrees Network.

SIM card - means the Subscriber Identity Module on a Mobile Device connected to the Network and includes any 2degrees Mobile SIM card issued by us.

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>

Telecommunications Service Provider – means a provider of telecommunications services to the public in New Zealand.

Terms for Local and Mobile Number Portability - means the requirements for local

and mobile number portability determined under the Telecommunications Act 2001.

connected and complies with the End User Terms throughout the term.

Term - means the minimum period for Services specified in the Service Order.

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.

2degrees Network - means the Two Degrees Mobile Limited New Zealand mobile cellular network through which Services are provided, comprising the mobile cellular network owned and operated by us, 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.

2degrees SLA means the 2degrees service level agreement which can be found at <https://business.2degrees.nz/legal-contracts>, as updated from time to time.

1. Services

- 1.1 This Service Schedule will apply to the first and any subsequent Service Orders for Services executed by the Customer and 2degrees. It applies to every Mobile Device connection of Customer under all executed Service Orders.
- 1.2 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.
- 1.3 2degrees will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the Standard Terms, this Service Schedule, any applicable Service Orders and all applicable laws.
- 1.4 2degrees may vary the Services, if reasonably required for technical, operational or commercial reasons. 2degrees may vary the Service without prior notice to Customer provided such variation does not have a material adverse effect on the Customer. If a change to the Service 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.
- 1.5 Customer must comply with the End User Terms and must procure that each End User agrees to the End User Terms prior to being

2. Contract term

- 2.1 The contract term for the Services will commence on the date set out in the Service Order and continue for the Term.
- 2.2 Each End User connection ordered under this Service Schedule will also have a minimum term (if any) specified in the applicable Plan and will commence on the date that connection is activated.

3. Services

- 3.1. The Services allows End Users to make and receive local, national and international calls and text messages and consume mobile data (when within our mobile network coverage area) using a Mobile Device. Each End User must use a SIM card to connect and use the Services.
- 3.2. 2degrees will try its best to provide quality Services. But, because of the nature of mobile telecommunications networks, at times our ability to do so will be affected by factors outside of our control including, but not limited to, geographic conditions and physical obstructions, weather conditions, the number of people trying to use our Network at the same time or faults in our Network or other networks used by 2degrees to provide the Services. 2degrees cannot guarantee continuous or fault-free Services.
- 3.3. The quality, speed and coverage of the Services also depends partly on each End User's Mobile Device, partly on the Network and partly on other third party telecommunications networks.
- 3.4. The Services may be unavailable at times due to maintenance, repairs, upgrades or modifications to the Network or other networks used to provide the Services. Where it is within our control, we will try to keep such unavailability to a minimum.
- 3.5. If new features or changes to the Services (for example, 4G) require new or upgraded Mobile Devices or other equipment, Customer will be responsible for obtaining this at its cost.
- 3.6. 2degrees will try to maintain security of information, but cannot promise that information received or sent using the Services will be secure.
- 3.7. 2degrees will try to prevent viruses or other manipulating programs from harming an End User's Mobile Device, but will not be responsible if harm occurs.
- 3.8. 2degrees may alter information sent by End Users when using the Services in order to enable delivery to the recipient.

- 3.9. Each End User of Customer must be on the 2degrees Mobile APN to receive the Services. Customer must ensure that each End User: (i) accepts any request from us to join that network; and (ii) follows any instructions or directions from us for changing the settings on his or her Mobile Device in order to be on the 2degrees Mobile APN.
- 3.10. 2degrees reserves the right to suspend services in whole or in part (including stopping data usage) to any End User who does not move to the 2degrees Mobile APN in accordance with clause 3.9.

protect the integrity or performance of the Network or the Services or where 2degrees has been directed to do so by law;

4.1.12. pay for the repair or replacement of any Mobile Device or other equipment rented or loaned from 2degrees which is lost, stolen or damaged;

4.1.13. agree to make sure every End User who uses the Service complies with the obligations and responsibilities set out in the Agreement.

4. Customer responsibilities

4.1. Customer must:

- 4.1.1. comply with the obligations in this Service Schedule;
- 4.1.2. comply with the law and all the relevant codes and regulations and ensure that no Mobile Device or Services are used by any End User in a way that is abusive or offensive or for an illegal, immoral or fraudulent purpose;
- 4.1.3. provide 2degrees with all information reasonably requested in connection with the Service or this Service Schedule and ensure that all information provided is accurate and complete;
- 4.1.4. keep confidential, and not disclose to any other person, any PIN or other access code feature used by, or allocated to, Customer in connection with the Services;
- 4.1.5. not use and must ensure that no End User uses, a Mobile Device or the Services in a way that interferes with any other person's use of the Services;
- 4.1.6. not use and must ensure that no End User uses a Mobile Device or the Services to spam, mail bomb, publish any offensive or unlawful material, harvest information about others, create a false identity, access or upload any Content which breaches a third party right, or any other similar activity;
- 4.1.7. use only Mobile Devices and accessories approved for use with our Service and which comply with all relevant legislation and regulations;
- 4.1.8. follow the reasonable directions and guidelines (including any Fair Use Policies) of 2degrees provides regarding the use of the Services;
- 4.1.9. not do anything or introduce anything (including any virus) that may damage or harm the Network, equipment or any third party's network or equipment
- 4.1.10. never interfere, or connect any non-approved equipment to any part of the 2degrees Network unless authorised in writing by 2degrees to do so;
- 4.1.11. authorise us or a person approved by us to remotely access a Mobile Device in order to perform any tasks that in our opinion are reasonably necessary to maintain, alter or

4.2. The Services are for Customer's internal use only. Customer may not gift, resell or assign them.

4.3. Customer is responsible for all Charges and usage relating to each End User's Mobile Device - even if it was not the End User incurring those Charges.

4.4. Customer must ensure that each Mobile Device and the SIM is kept secure at all times. 2degrees recommend that End Users use a PIN and other access code features provided with a Mobile Device and SIM to ensure that only End Users are able to access and use the Services. End Users must keep all such PINs and access codes confidential at all times. 2degrees may assume that any request or instruction it receives is authorised by an End User if it is made from a Mobile Device of an End User.

4.5. If a PIN is entered incorrectly three times in a row, the SIM will automatically block and it will not be possible to use it unless it is unblocked. To unblock the SIM an End User will need a PUK1 Code, which they can obtain from the SIM packaging or by contacting Customer Services. If an End User continues to block a SIM by incorrectly entering the PUK1 Code the SIM will be rendered useless after 10 attempts and the End User will lose names, numbers and other information stored on it. A new SIM will be required if the End User wishes to continue using the Services.

4.6. SIM cards issued by 2degrees remain 2degrees' property. On request, Customer must return them in good condition and within 15 working days after termination or a particular connection or this agreement ends. 2degrees may charge Customer for the cost of a new SIM card not returned.

4.7. Customer must inform 2degrees immediately if any Mobile Device or SIM is lost, stolen or damaged. Customer will remain liable for all Charges incurred in relation to the use of a Mobile Device or the SIM up to the time the Customer informs us that the Mobile Device or SIM is lost or stolen, whether the Charges have been incurred by the End User or someone else. If a Mobile Device is lost, stolen, damaged or destroyed, a new Mobile

Device and/or SIM will be required for the applicable End User to continue using the Services.

5. Data

- 5.1. You can use the data under your applicable Plan benefits in New Zealand or otherwise in accordance with 2degrees Business Roaming.
- 5.2. Data usage per session may be rounded up to the nearest 46.08KB increment. Minimum data usage per session of up to 46.08KB 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").
- 5.3. 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 our Network, your Service may be slowed, reprioritised, suspended, terminated, or restricted and your Plan could be suspended or terminated immediately with notice.

Endless Data

- 5.4. 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 Plan Charge.
- 5.5. If you exceed your Max Speed data allowance of Unlimited NZ Data use during an applicable Billing month your maximum data speeds will be reduced to 1.2mbps until your next applicable billing month and hotspotting speeds may be reduced further during periods of network congestion.
- 5.6. If you have multiple team members with Endless NZ Data under an applicable Plan under your Account, maximum speeds are reduced on a person by person basis. For example, if one Team Member exceeds their Max Speed data allowance only their maximum speeds are reduced and not the maximum speeds of other Team Members.

Carryover Data

- 5.7. If you have Carryover Data under your applicable Plan benefits, then your allocations will be prorated up to the billing date following activation of that Plan and will then be allocated on each billing date.
- 5.8. If the full allocation of Carryover Data on the Plan is not used during a Billing month, then unused Carryover Data for that billing month can be carried over to the following billing month. Carryover Data (if not used) may be accrued for up to 12 months.
- 5.9. If all Carryover Data available under a Plan is used up during the billing month, 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 a team Member under their applicable Plan.

- 5.10. If you change from a business individual Plan to a Plan which includes a data pool 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.

6. Fair use

- 6.1 The Customer and each End User must use the Services fairly. That means not using them in a way that is overly excessive or unreasonable. This policy has been developed based on average customer usage of mobile services. If 2degrees considers (acting reasonably and in good faith) that the Customer or any End User is using the Services excessively or unreasonably then 2degrees may restrict usage or stop providing Services to one or more End Users.
- 6.2 Unlimited talk and text is for standard person-to-person calls and texts to standard NZ numbers. Premium and special numbers are excluded. Unlimited talk and text cannot be used for multiple simultaneous calling, re-supply, call centre usage, telemarketing, bulk messaging, application-to person communication, continuously call forwarding, auto-dialling, machine to machine communication (including by using the SIM card in any other device), Cellular Trunking Units (CTUs), or any other activity that 2degrees considers to be non-standard personal usage.

7. Mobile Roaming

- 7.1. End Users may use a Mobile Device in other countries. This is called "Mobile Roaming" For a list of the countries in which roaming services are 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 section 7 and the Roaming Terms, the terms and conditions in the Roaming Terms apply. Roaming Services are 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 89 5000.
- 7.2. Roaming charges vary and are subject to change without notice.
- 7.3. Roaming relies on the use of overseas telecommunication networks which 2degrees does not control and therefore cannot offer any guarantees about the quality of Roaming services. Some Services may not be available while

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.

- 7.4. All Roaming charges are listed in New Zealand currency
- 7.5. 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).

8. WiFi Calling

8.1 To use WiFi Calling:

- a) you must be a 2degrees mobile customer;
- b) your Mobile Device must be a WiFi Calling capable handset 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

- 8.2 Active WiFi Calls will not transfer from WiFi to a cellular network or vice versa. WiFi Calls will be disconnected if the WiFi signal is no longer available and you'll need to redial to continue with your call through our cellular network or the cellular network of one of our roaming partners (if you are in the coverage area of such cellular networks). Your Mobile Device will prioritise WiFi Calling over cellular calling where your Mobile Phone has coverage from both network types at the same time.
- 8.3 If WiFi Calling is activated, you will no longer be able to receive 3G video calls on either WiFi or cellular networks. You can still make 3G video calls on cellular network, but such calls are not supported on WiFi. If you prefer to continue receiving 3G video calls, then you will need to disable WiFi Calling and call 2degrees Customer Care to be de-provisioned from WiFi Calling.
- 8.4 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.
- 8.5 You cannot change your call forwarding or voicemail numbers if you are using WiFi Calling.
- 8.6 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.

- 8.7 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

- 8.8 The broadband connection you are using for WiFi Calling must have the minimum internet speed of 100kbps of available bandwidth.
 - 8.9 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.
 - 8.10 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.
 - 8.11 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.
 - 8.12 You could incur additional toll charges and/or international messaging charges if your VPN, DNS or internet provider is set to a country outside New Zealand.
- ### Using 2degrees Broadband for WiFi Calling
- 8.13 If you make a WiFi Call using Broadband you will not be charged for the broadband data you use to make that WiFi Call.
 - 8.14 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.
 - 8.15 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

- 8.16 WiFi Calling will appear on your bill as your usual monthly NZ minute or text allowance.
- 8.17 If you are in NZ the calls and texts you make using WiFi Calling will be charged to your mobile bill 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

- 8.18 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:
- to NZ or Aussie you will be charged in accordance with clause 8.17 (ie as if you are making the call from NZ);
 - 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 other overseas destinations could be lower or higher than the roaming rates that apply to mobile calls depending on the destination called.
- 8.19 Subject to clause 8.22, if you have a valid Roaming Pack and you are making or receiving a WiFi Call in an applicable overseas destination:
- 8.20 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;
- 8.21 to another overseas destination you will be charged the applicable standard international call rate to call that overseas destination from NZ.
- 8.22 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.
- 8.23 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

- 8.24 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

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

- 8.26 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

- 8.27 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.
- 8.28 You can deactivate the WiFi Calling feature on your applicable Mobile Phone at any time.
- 8.29 We may suspend, end or change WiFi Calling for any reason, including where repair or maintenance work is needed.
- 8.30 We reserve the right to block communications over WiFi Broadband networks, for example, in order to prevent fraud or where required by court order.
- 8.31 WiFi Calling is supported on compatible Mobile Devices sold by 2degrees or our partners. Mobile Phones 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.

9. Voicemail

- 9.1 Voicemail is one of the Services we provide.
- 9.2 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.
- 9.3 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.

10. Credit Checking

- 10.1 The activation of your Account is conditional upon you completing the Account set up process, which includes a credit check.
- 10.2 You authorise us to check your credit status with any credit reference agency or agencies as we see fit from time to time during the term of this agreement, and to pass on information about you to any credit reference agency for that purpose. We do not accept responsibility

for the accuracy of information we receive about you from any credit reference agency. You must contact that agency directly if you are dissatisfied with any information supplied to us.

10.3 We may decline to Activate your Account where you do not meet our credit criteria, including if you do not give us the names of any credit referees when we ask them. We may also terminate your Account or refuse to provide any Service to you if you fail to meet any further credit check that we carry out after Activation. The way we establish our credit criteria is at our discretion, and we are not required to disclose our credit criteria or the reasons for any decision we make in respect of your credit status.

10.4 We may require a security deposit and/or impose other payment conditions on your Account such as a mandatory payment method or a credit limit on Activation or during the term of this Agreement. If you ask for any additional Services to be added to your Account, we may ask you to provide us with further credit referee(s) and/or security deposit and/or we may impose a credit limit or other payment conditions on your Account. Where we impose any payment conditions on to your Account, this will not be considered a Change to the Services as stipulated by clause 1.4 of this Service Schedule.

11. Information Supplied by you

11.1 You covenant that all information you provide to us in relation to your Account, including during the set-up process to activate your Account, is true and correct and you undertake to provide us with such factual information that we reasonably consider necessary from time to time. We reserve the right to request original documentation. Subject to clause 21, you agree to procure from each End User their authorisation for the collection, disclosure and use of personal information about the End User by us.

11.2 You must advise us when any of your personal information changes (for example if you change your name, email address, contact details or address) or any personal information changes in respect of any End User(s) as we may require from time to time.

11.3 If we suspect that information supplied to us is false, or that information about a person has been supplied without their knowledge or consent, we may delay the Activation of your Account, or suspend any affected Account or the Services, while we investigate. If we are satisfied there has been no breach of this clause we will Activate the Account(s) or reinstate the Services. If we are not satisfied we may immediately terminate this Agreement. You acknowledge that you will have no claim against us in respect of any delay or refusal to Activate your or any other Account, the termination of your or any other Account, or the suspension of your or any other Account or the Services as a result of this clause.

12. Lost or Stolen Mobile Phone or SIM card

12.1 You must keep your Mobile Phone and SIM card secure at all times. If your, or your End User's, SIM card is lost, stolen, damaged or destroyed or is used or likely to be used without your authority, then contact Customer Care immediately and request a complete or partial suspension of your Account and/or Connection. Once the suspension is applied, no further Services can be accessed by anyone using the affected SIM

card and further Charges cannot be incurred under that SIM card on your Account.

12.2 If your, or your End User's, Mobile Phone is lost or stolen then as well as suspending your Account and/or Connection in accordance with clause 12.1 above, you can also blacklist the affected Mobile Phone by calling Customer Care. Once the Mobile Phone is blacklisted, no person will be able to use that Mobile Phone on the 2degrees Network or another New Zealand mobile network. Mobile Phone blacklisting alone will not prevent further unauthorised use of Services or the accrual of further Charges under your Account, you must suspend the SIM card to prevent unauthorised use of Services under your Account.

12.3 Once you or your affected End User has recovered the lost or stolen SIM card or Mobile Phone, you can request any suspension or blacklisting to be removed by contacting Customer Care.

12.4 You will be responsible for any Charges incurred on your Account up until the time that you request that we suspend your Account and/or Connection in accordance with clause 12.1. We are not liable for any loss you may suffer as a result of the loss, theft, damage, destruction or unauthorised use or misuse of your Mobile Phone or SIM card, unless they are in our care at the time.

12.5 During any suspension of your Account and/or Connection you will remain liable for any outstanding Charges and any applicable specific Services terms and conditions will continue to apply to you.

12.6 If a SIM card associated with your Account is lost or stolen and your Account and/or Connection is suspended in accordance with this Agreement we will, if requested by you, 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.

13. Content

13.1 Content which you may access or is provided to you (Third Party Content), using the Services, is for your personal use only. You may not forward, copy, reproduce, re-sell or distribute Third Party 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.

13.2 We may monitor Content originating from you or accessed by you using the 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.

13.3 You agree that you are responsible for ensuring that you have the right to send all

Content that you send when using the Services. We may alter Content that you send using the Services in order to enable the delivery of that Content to the recipient.

14. Mobile Phone Numbers and Number Portability

14.1 We will allocate to you, or you may select from us (where this Service is available), a Mobile Phone Number, or it may be allocated to you by another Mobile Telecommunications Provider and Ported by you for use on the 2degrees Network. Subject to the terms of this Agreement you have full rights to use the Mobile Phone Number allocated to you.

14.2 If you are Porting a Mobile Phone Number for use on the 2degrees Network from another Mobile Telecommunications Provider you confirm that you have the authority to request the Porting of that Mobile Phone Number, or have the relevant consent from the individual who has the rights to that Mobile Phone Number, to request the Porting of that Mobile Phone Number. You will be liable for any loss or damage resulting from breach of this obligation.

14.3 You may Port your Mobile Phone Number to another Mobile Telecommunications Provider. If you wish to do so, you must contact the Mobile Telecommunications Provider to whom you wish to Port to and you will be responsible for completing the Porting requirements of that Mobile Telecommunications Provider.

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

14.5 Any Mobile Phone Number we allocate to you or you select from us is not owned by you and we may change any Mobile Phone Number we have allocated to you or you have selected from us at any time. We will give you notice in accordance with this Agreement if we need to change your Mobile Phone Number.

14.6 If you change the Mobile Phone Number we allocate to you to another Mobile Phone Number selected by you from us (not being a Mobile Phone Number Ported by you), and we find the selected Mobile Phone Number for sale within six months of when the SIM card using that Number was activated, we may disconnect your connection(s) to the Services without prior notice.

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

15. Payment

15.1 2degrees will bill Customer monthly for mobile usage and rental Charges for each End User.

15.2 Customer must pay the Charges no matter who incurs them or how they are incurred.

16. Charging

16.1 2degrees may at any time set credit limits for each End User connection or for Customer's account as a whole. Once set, 2degrees may restrict the Services provided

to any one or more End Users in accordance with that limit.

16.2 Calls are charged at the rate applicable when they are commenced. Data is charged at the rate applicable at the start of the applicable data session.

16.3 Unless stated otherwise, mobile calls are charged on a minute plus minute basis (calculated to the next whole minute). There is a one minute minimum charge for each call. The charge for each call is rounded to the nearest cent.

16.4 Mobile Data/Mobile Broadband charges are rounded to the nearest 10KB.

17. Variation to Services and Charges

17.1 Subject to clause 17.2 and 17.3, 2degrees agrees that it will not vary the Services and/or Charges, or withdraw any Services, to the extent that such Services were ordered for a Minimum Term and that specific time period has not expired. Where there is no specific time period (or following expiry of such time period), 2degrees may at any time:

- a) vary the Charges on 30 days' notice to the Customer;
- b) vary any non-price terms (including the Service Schedule) on 30 days' notice to the Customer; or
- c) withdraw any Service on 60 days' notice to the Customer.

If any variation under clause b) above has a materially detrimental impact on the Services provided to the Customer, 2degrees will discuss this with the Customer and take such steps to minimise the impact of such changes that are practicable in the circumstances.

17.2 If a Regulatory Event occurs, 2degrees may vary any of the Services and/or Charges or any other terms of this Agreement to the extent that 2degrees deems appropriate in relation to the Regulatory Event or terminate this Agreement by notice in writing. 2degrees will give the Customer such notice of the Regulatory Event and any variation as is reasonably practicable in the circumstances, but where possible no less than 45 days' notice.

17.3 If 2degrees' Input Costs materially increase, 2degrees may except to the extent set out in a Service Schedule, vary this Agreement on 45 days' written notice, including any terms relating to the Services and/or Charges, to the extent required to pass through the increased costs to the Customer. 2degrees will follow the same process in relation to the pass through of Input Costs to the Customer as 2degrees does for other wholesale customers who purchase the relevant Service.

18. Responsibility for End Users

18.1 The Customer indemnifies 2degrees and holds 2degrees harmless against all loss that 2degrees incurs or suffers as a result of any

action, proceeding, claim or demand that is made, threatened or commenced by an End User against 2degrees, which relates directly or indirectly to the provision of the Services, including 2degrees holding or use of information in accordance with this Service Schedule.

19. Limitation of Liability

- 19.1 Customer agrees that it is using the Services for the purposes of a business and that the Consumer Guarantees Act does not apply. Sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply to any Services supplied to the Customer under this Service Schedule and the Customer acknowledges it is fair and reasonable to exclude such provisions.
- 19.2 The limitations of liability in the Standard Terms apply to and include all 2degrees officers, employees, agents, contractors and Network Operators involved in providing the Service.
- 19.3 If Customer or its End Users obtain a Mobile Device other than from 2degrees and it does not support all of the Services we offer, we are not obliged to take any action to enable access to any of the Services.
- 19.4 Neither party has any liability to the other under or in connection with this Service Schedule, unless the notice of the claim has been given within 12 months after the circumstances giving rise to the claim became reasonably discoverable.
- 19.5 We have certain obligations towards other Network Operators and our dealers, Agents and suppliers. Those persons (and their officers, employees, contractors and agents) will not be liable to you or anyone else for any claims, costs, damages, losses or other liabilities of any kind arising in any way from the Services we provide or from your use of those Services. This clause creates an obligation for the benefit of other Network Operators and/or our dealers, Agents and suppliers and may be enforced or otherwise relied upon by them.

20. Phone numbers

- 20.1 Phone Numbers are allocated to End Users by 2degrees or another Telecommunications Service Provider and do not belong to an End User.
- 20.2 Customer may Port any one or more Phone Numbers to another Telecommunications Service Provider. Customer must contact the Telecommunications Service Provider Customer wishes to Port to and complete the Porting requirements of that Telecommunications Service Provider. We will comply with our obligations under the Terms for Local and Mobile Number Portability in relation to the Porting of the Phone Number to the other Telecommunications Service Provider. Customer will be responsible for all costs associated with Porting the Phone Number (including any applicable early termination charges owed).
- 20.3 We may be required by law, under contracts with other Network Operators or for other reasons to change the Phone Number(s). 2degrees will do our best to give Customer notice of any change required. 2degrees will not be liable for any costs which Customer, or anyone else, may incur as a result of such change.
- 20.4 If 2degrees disconnects an End User's connection(s) to the Services and the End User has not Ported or

transferred the Phone Number(s) prior to disconnection, 2degrees may re-allocate the Phone Number(s) to another Customer.

21. Privacy

- 21.1 Customer will provide 2degrees with personal information about End Users and 2degrees will obtain additional personal information from each End User's use of the Services. Customer agrees to obtain each End User's consent to every provision of this clause 21 in respect of 2degrees' use of End User personal information.
- 21.2 Customer agrees 2degrees may use personal information about End Users and disclose it to third parties if required to provide the Services, for credit checking, for collection and or to communicate with Customer and End Users about current and future Services (including other Network Operators providing 2degrees with services to enable 2degrees to provide the Services to Customer agrees that personal information can be shared with other Network Operators, for the purpose of monitoring and investigating fraud and other offences. 2degrees may also share personal information to law enforcement agencies where required by law or in response to a bona fide request in connection with an investigation.
- 21.3 End Users may request access to their personal information (although we may charge a fee for making it available) and request that any incorrect information be corrected.
- 21.4 2degrees may record or monitor calls from Customer or any End User to verify information and for staff training.
- 21.5 2degrees may include personal information about End Users in a telephone or similar directory or directory enquiry service provided or operated by 2degrees or a third party unless Customer tells us not to.
- 21.6 The Customer acknowledges that, in providing the Services to the Customer, 2degrees and other suppliers or Network Operators providing services to 2degrees to enable the Services may transfer information about Customer (including personal information of End Users) to countries outside of New Zealand, that may not have the same levels of legal protection for personal information.

22. Termination and suspension

- 22.1 Customer may discontinue the Services in respect of any one or more End User by providing 30 working days' written notice to Customer's account manager or by email to support@business.2degrees.nz
- 22.2 The End User connection will end on the 30th working day after we receive the notice or port notification from another provider. At 2degrees' option, some Services may be terminated sooner.
- 22.3 For each connection terminated by Customer, Customer must pay:

- a) the early termination charges; and
- b) all Charges incurred by End Users to the date of disconnection; and
- c) any outstanding Charges and other moneys payable under this Service Schedule.

22.4 If the Customer terminates all End User connections pursuant to a Service Order, any unused portion of any hardware fund provided will be forfeited.

22.5 2degrees may suspend the provision of Services for any one or more End Users due to any unplanned or emergency maintenance, any unplanned unavailability of or interruption to, the Network or the network of one or our suppliers or in order to provide or safeguard service to any emergency or other essential services. In such event, 2degrees will use its reasonable efforts to:

- a) give the Customer as much notice as reasonable practicable of such suspension;
- b) keep the Customer informed in relation to the suspension or interruption of the Services; and
- c) manage the suspension or interruption of the Services with a view to minimising the impact to the Customer and End Users.

22.6 2degrees may (without limiting any of its other remedies) suspend the provision of the Services for any one or more End Users determined by 2degrees during any period where the Customer is in breach of the Agreement (including but not limited to fraud, failure to comply with 2degrees' reasonable directions, interference with the Network etc) for so long as such breach remains unremedied.

22.7 Following suspension of the Service by 2degrees, where 2degrees is satisfied, acting reasonably, that the breach has been remedied, 2degrees will use its best endeavours to promptly reinstate the Service.

