

Terms and Conditions

LTE NZ Limited

Application

These terms apply if:

- you signed up to or re-signed for services from 1st December 2017; and
- you are a business customer and you use any LTE NZ Limited services, except to the extent we agree otherwise.

Archived Terms and Conditions

If you signed up to or re-signed for services before 1st December 2017 please contact us on accounts@lte.nz for a copy of your Terms and Conditions.

Additional Terms and Conditions

Where a Service that you have applied for is subject to specific terms and conditions published on our Website, the specific terms and conditions (as amended from time to time) shall form part of this Agreement. If there is any inconsistency between these terms and any other terms and conditions, then these terms will take precedence, except as expressly stated otherwise.

These terms may change from time to time. For the most up to date copy, please see www.lte.nz/terms

It's important that you read all the terms in full, but some points we want to bring to your attention are as follows:

- Changes – these terms, your Services and the Charges you pay for those Services can be changed. *When* we are able to make these changes, *what* will happen to your Services or Charges (including the circumstances in which we can change the minimum monthly charge) and *how* we tell you about the changes is all set out in clause 17.
- Privacy - we may collect information on how, when and where your Users or other representatives use our Services, and use this information to continually provide you innovative products and services tailored for your needs, wherever you are. If you want to know more about how we collect, use, store and protect information about your Users and other representatives and who we might share the information with, please read our Privacy Policy.

If you have any questions about these terms at any time, please email us using accounts@lte.nz.

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1) Commencement and Term

This Agreement begins when we set up your connection to our Services to be available for your use.

- a) If your connection to our network or a Service is for a fixed Term
 - (i) This Agreement will continue for the duration of that fixed Term, including the period of any suspension.
 - (ii) If you terminate this Agreement before the end of that fixed Term you will have to pay a \$90.00 Early Termination Charge per device.
 - (iii) If you re-sign to a new term before the end of the current fixed Term, you will not have to pay Early Termination Charges.
 - (iv) On expiry of that fixed Term your connection can be terminated by you or us on one month's notice or any lesser notice period agreed between us.
- b) If your connection to our network or Services does not have a fixed Term, this Agreement continues on a month by month basis until it is terminated in accordance with these terms and conditions. Unless we have agreed otherwise, no Early Termination Charges are payable by you if you wish to discontinue a connection to our network or a Service which is not a fixed Term connection.

2) Coverage and Services

- a) We will always aim to provide reliable and high quality Services. However, we cannot guarantee that the Services will always be available, fault-free, and secure or that they will operate free from viruses or other harmful programmes or disabling features. The quality of our Services depends partly on your equipment, hardware or device, partly on our network and partly on the other providers and telecommunications networks to which our network is connected.
- b) Coverage and certain Services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks and provider sites, the configuration or limitations of your, or your intended recipient's, device or other operational or technical difficulties which means that you may not receive some or all of the Services in certain areas or at certain times.
- c) Coverage and certain Services can also change with network expansion or reconfiguration.
- d) The Services and/or your connection may be changed, withdrawn, terminated or suspended by us in accordance with this Agreement, in particular clauses 12(f), 14 and 17.
- e) You agree to follow our instructions about the use of the Services and ensure that everyone who accesses the Services through you also meets your responsibilities when using the Services. You agree to keep us protected against any legal action taken against us and to meet any losses we may incur as a result of such use of the Services. You are responsible if anyone else, whether authorised by you or not, uses or misuses your Mobile Device or our Services.
- f) You agree not to use your Mobile Device or the Services for any abusive, illegal or fraudulent purpose.
- g) We can require you to stop using any SIMcard, Mobile Device or the Services immediately if we believe that it could cause any interference, you have used it to spam other users or are sending an excessive number of calls, texts or other messages, or if it is not approved by us for use on our network or in connection with any of our services. You must not use any Mobile Device or other equipment which masks or in any way alters the true origination or termination of any call or other transmission.
- h) Using or agreeing to use the Services does not give you any rights, in any part of the Services. You must not resell, in any way whatsoever, the whole or any part of the Services.
- i) You agree that if you do not use your Mobile Device or the Services in accordance with these terms and conditions we may restrict or suspend your use of the Services.
- j) If your Mobile Device is stolen or you lose it, you must contact us immediately so that we can prevent further calls being made from it. You will be responsible for all calls made or Services accessed from your Mobile Device up to the time you advise us of its loss or theft.
- k) The integrity or quality of the data or information you send or receive via the Services (including PXT or data files) may be affected or compromised due to the configuration of our network, the use of the internet, or other device.
- l) Our Fair Use Policy applies to some of our Services where specifically stated. We may apply our Fair Use Policy to ensure that all our customers are able to access our Services where in our reasonable opinion your usage of our Services is excessive and/or unreasonable as detailed in this clause. We have developed our Fair Use Policy by reference to average customer profiles and estimated customer usage of our Services. If your usage of a particular Service materially exceeds estimated use patterns over any month or is inconsistent with normal usage patterns, then your usage will be excessive and/or unreasonable. If your usage is excessive and/or unreasonable we may contact you to advise you that your usage is in breach of our Fair Use Policy. We may then request that you stop or alter your usage to come within our Fair Use

Policy. If your excessive or unreasonable usage continues after we ask you to stop or alter the nature of such usage, we may without further notice, suspend, modify or restrict your use of the Services or cancel your access to the Services.

- m) You agree not to use the Services in a manner which we consider to be an out of the ordinary or inappropriate use of the Services. If your inappropriate use continues after we ask you to stop or alter the nature of such usage, we may without further notice, suspend, modify or restrict your use of the Services or cancel your access to the Services.

3) Security

- a) You must keep your Mobile Device and SIMcard secure at all times.
- b) If your Mobile Device or SIMcard becomes lost or stolen, or is otherwise not in your possession you must contact us immediately so that we can prevent further calls being made from it. This is important as you will be liable for all Charges for calls made, messages or other content sent, or Services accessed using that SIMcard up to the time you advise us of its loss or theft. We are not liable for any loss to you, as a result of the loss of, theft of, damage to, or unauthorised use of, your Mobile Device or SIMcard.
- c) Some Services are available via the internet or other systems operated by third parties and, although we will endeavour to maintain the security of information, we cannot guarantee that information you receive or supply when using the Services will be secure at all times. You acknowledge that we are unable to exercise control over, and make no representations or warranties concerning, the security or content of data or information passing over our network, any systems operated by third parties, and the internet.
- d) We will not be responsible for any harm you suffer from a virus or other manipulating program which infiltrates your Mobile Device, whether it was transmitted via the Services or otherwise. In accordance with clause 4(a) you remain responsible for all Charges applied to your account for the use of any Services activated by such a virus or program.

4) Charges and Billing

- a) You will receive Notification of your Charges on a monthly basis, starting from on or about when your connection to our Services is available for your use. You must pay the Charges by the date specified on the Bill. You will pay the Charges no matter who incurs them or how they are incurred (excluding any Charges that are incorrectly incurred due to our error). We may charge for some Services in arrears depending on when charges come through from other Network Operators and providers. If you do not pay on the due date you will be charged a Late Payment Fees. You will also have to pay any reasonable expenses (including solicitor and own client costs) we incur in collecting any moneys that you owe to us or in exercising any of our other legal rights. You must advise us when you change your address.
- b) We will not be responsible if Notification is not received by you for any reason (excluding due to our error).
- c) If there is a mistake on your Bill, please let us know as soon as possible. You may only withhold payment of the disputed part of a Bill. If we agree there has been a mistake, we will correct it. Otherwise, you must pay your Charges by the due date without set-off or deduction.
- d) We can use any credit balance or security deposit in any of your accounts or use any moneys we owe you to cover your outstanding Charges for any of your Services. We may charge a reasonable account administration fee in relation to accounts we regard as being dormant or for providing statements or for dealing with unused credit balances. Subject to those rights, we will refund any unused credit or security deposits at the end of this Agreement. We will not pay you any interest on any security deposit or credit balance.
- e) We can, at our discretion, impose credit limits for your use of the Services and we will try to notify you as soon as we impose such limits. You must observe any credit limits we set from time to time. We may restrict your use of the Services without further notice to you if you exceed the credit limits we have set. However, you will continue to be liable for all Charges incurred in excess of any credit limit in place.
- f) Every person named as a customer on the Application Form must meet all the customer's responsibilities under this Agreement.
- g) Each call is charged at the rate which is applicable when the call is commenced. There may be additional Charges for data and other Services. We will not be liable for any loss you suffer as a result of your assumption that a particular number is on a particular network (e.g. that an 023 number is held by a LTE NZ customer).
- h) You are responsible for all Charges and for calls made using the SIMcard(s) issued to you until we deactivate the SIMcard(s). Removing your SIMcard from your Mobile Device will not deactivate the SIMcard. Please

contact us immediately if you lose or damage your SIMcard or if it is stolen so that it can be restricted or deactivated. We may charge you a replacement fee unless we are at fault.

- i) If you require us to provide you with technical support, or administration services (including, as applicable, provision of paper Bills, service suspension, call barring or re-direction), we may charge you for the costs we incur in carrying out these services. If you require prior notification of our current Charges please call us.

5) Limitation of Liability, Consumer Guarantees Act and Fair Trading Act

- a) Subject to the remainder of this clause 5, we will be liable to you for direct losses arising from our breach of this Agreement. Our liability to you, or anyone claiming through you (whether in contract, tort (including negligence), equity or otherwise), will be limited at all times to \$10,000 or the total amount of all Payments made by you in the 6 month period immediately prior to the date of your claim, whichever is the lesser sum. This limitation applies to each claim or series of related claims made by you.
- b) We are not liable in contract, tort (including negligence), equity or otherwise for:
 - i) any loss that is caused by you, or any loss that results from your failure to take reasonable steps to avoid or minimise your loss;
 - ii) any loss of data, loss of profits or loss of revenue; or
 - iii) any consequential, indirect or special loss or damage suffered by you or any other person.
- c) For the purposes of section 5D of the Fair Trading Act 1986 ("FTA") and section 43 of the Consumer Guarantees Act 1993 ("CGA"), the parties acknowledge and agree that, to the extent permitted by law:
 - i) the Services provided to you under this Agreement are being provided and acquired in trade;
 - ii) in respect of all matters covered by this Agreement, the parties are contracting out of the CGA and sections 9, 12A and 13 of the FTA; and
 - iii) it is fair and reasonable for the parties to be bound by this clause.
- d) All warranties, terms, guarantees, representations and conditions that are not expressly set out in the Agreement are excluded to the extent permitted by law.

6) SIMcard

Any SIMcard we issue to you remains our property. You must return it to us in good condition when your connection ends.

7) Access to Premises

You will allow us or our Agents to access your property to perform our obligations under this Agreement. We will always try to give you reasonable prior notice if we require access to your premises and we will ensure that our Agents carry sufficient proof of identity. If you do not allow us to access your premises your ability to use the Services may be adversely affected.

8) Provision of Hardware and Additional Services

- a) If you have acquired a Mobile Device, Equipment or other accessories, such as a battery pack or mains charger, from us or from one of our Agents, all claims in relation to those products are covered by the warranty, if any, offered by the relevant manufacturer.
- b) If you have acquired a Mobile Device from some other source, for example from overseas or secondhand, and it does not support all of the Services offered by us, we are not under any obligation to take any action so that you can access any such Services. Features, and access to content and Services, may vary between different Mobile Devices.
- c) We do not make any warranty as to the accuracy, completeness or currency of any content or material which you may access or have provided to you, using our Services. Where Services are provided by a third party we accept no responsibility or liability for their quality or the nature of their content.
- d) Content or material, which you may access or have provided to you, using our Services, is for your personal and non-commercial use only. You may not forward copy, reproduce, re-sell or distribute such content or material to any third party or interfere with it in any way. You acknowledge that this obligation is expressly for the benefit of our Agents.

- e) You agree that you are responsible for ensuring that you have the right to send all data and information that you send when using the Services. You acknowledge that we may alter any data or information that you send when using the Services in order to enable delivery of that data or information to the recipient.

9) Phone Numbers and Number Portability

- a) Phone Numbers are allocated to you by us or another Telecommunications Service Provider and do not belong to you.
- b) You may Port the Phone Number to another Telecommunications Service Provider. If you wish to do so, you must contact the Telecommunications Service Provider to whom you wish to Port and you will be responsible for completing the Porting requirements of that Telecommunications Service Provider. We will comply with our obligations under the terms and conditions for Local and Mobile Number Portability in relation to the Porting of the Phone Number to the other Telecommunications Service Provider. You will be responsible for all costs associated with Porting the Phone Number (including any applicable Early Termination Charges owed to us).
- c) We may be required by law, under contracts with other Network Operators or for other reasons to change the Phone Number(s). We will do our best to give you notice of any change required. We will not be liable for any costs which you, or anyone else, may incur as a result of such change.
- d) If you or we disconnect your connection(s) to the Services, and you have not Ported or transferred the Phone Number(s) prior to disconnection, we may re-allocate the Phone Number(s) to another Customer.

10) Privacy

- a) We collect, use and disclose Personal Information about your Users and other representatives in accordance with:
 - i) the Privacy Act 1993;
 - ii) the Telecommunications Information Privacy Code 2003;
 - iii) our Privacy Policy; and
 - iv) this Agreement.

For the purposes of this Agreement, references to 'you' (or similar words) in our Privacy Policy will be construed as references to your Users and other representatives.

- b) You confirm that your Users and other representatives consent to and authorise our collection and use of their Personal Information in accordance with clause 10(a) and that you have advised such persons of their rights to access and request correction of their Personal Information in accordance with our Privacy Policy.

11) Directory Assistance and Listing

- a) If you have a phone service with us, we will give you the opportunity to tell us whether you want information about you and/or your Users to be included in any telephone directory, any similar directory and/or any directory assistance service operated by us or a third party.
- b) Unless you tell us that you do not wish to be listed in any telephone directory, any similar directory and/or any directory assistance service, your name(s), telephone number(s) and address details will be given to the directory assistance service provider for listing at your cost.
- c) Any arrangement you make to be listed will be a matter between you and that directory listing service only.
- d) Even if you elect not to be listed, your number may still be displayed to emergency service providers and to us.

12) Suspension and Disconnection of Services

- a) You may discontinue your connection to our network or give up any Service at any time by calling Customer Services and giving us at least one calendar month's notice. Your connection to our network or the particular Service will be disconnected one calendar month after receiving your notice and this shall be the date of disconnection.

- b) In addition, you or your duly authorised agent may Port the Phone Number(s) to another Telecommunications Service Provider at any time. Your connection to our network will be deemed to be disconnected within 24 hours of the completion of the Port.
- c) If you request us to, or we elect to, disconnect your connection to the Services, or if you Port the Phone Number you must pay us in respect of each connection you have:
 - i) any Early Termination Charges (if they apply); and
 - ii) all Charges incurred until the date of disconnection; and
 - iii) any outstanding Charges and other moneys payable by you for the Services.
- d) We can suspend, Bar, re-direct or restrict your use of any or all of the Services or disconnect your connection and end this Agreement without telling you if:
 - i) your usage of the Services is unusual or excessive;
 - ii) you become (or are likely to become) insolvent, bankrupt or where you are or might be a poor credit risk;
 - iii) a receiver, manager and receiver, or statutory manager is appointed over any or all of your assets;
 - iv) a resolution for liquidation is proposed or passed or proceedings to liquidate you are filed or presented;
 - v) you die or, in the case of a partnership, it is or is intended to be dissolved; or
 - vi) you do not remain connected to the Services;
 - vii) you do not keep to the terms and conditions in this Agreement;
 - viii) you continue to use the Services in breach of our Fair Use Policy after we have contacted you to discuss your excessive usage;
 - ix) you make abusive, offensive, malicious or nuisance calls or communications, or use any of our Services in an offensive way;
 - x) you are abusive or offensive to us, our dealers or Agents, or any other person;
 - xi) you tamper with or modify any SIMcard other than in accordance with instructions given to you by us;
 - xii) we suspect you of using the Services for any illegal or fraudulent activity or in any way that infringes anyone's legal rights (such as copyright); or
 - xiii) all of the Services are permanently or temporarily (for any reason) unavailable to you.
- e) If we suspend, Bar, re-direct or restrict your use of any or all of the Services or disconnect your connection and end this Agreement under clause 12(f), all charges for any Services will be payable by you in accordance with this Agreement.
- f) If you do not pay your Bills by your due date we can suspend, Bar, re-direct or restrict your use of all or any of the Services without telling you. We may also disconnect your connection and end this Agreement if you do not pay your Bills by your due date, but we will give you 5 Business Days' notice before we do so. We will not disconnect your connection if your outstanding account is in dispute.
- g) If we suspend your use of our Services, we will try to contact you before doing so. We do not need to suspend Services before disconnecting your connection.
- h) Where we suspend, Bar, re-direct or restrict the Services all Charges will continue to apply.
- i) We can delete or prevent access to material on our server we believe, in our reasonable opinion, breaches these terms or which is the subject of an infringement notice under s 92 of the Copyright Act 1994

13) Transferring Responsibilities

- a) We may transfer to someone else the whole of this Agreement and/or any interest in our network.
- b) Your interests in this Agreement are personal to you and you may not transfer or on-sell the Agreement or any benefit or obligation under it to another person without our consent. If you are a company and your effective management or control is changed in any way, we may treat this as a transfer of this Agreement entitling us to end it.
- c) You must pay any costs in respect of recording any transfer to which we consent (including our costs in checking the creditworthiness of the transferee). LTE NZ's normal credit criteria will apply to any proposed transferee.
- d) LTE NZ retains the right to alter its Services and/or terms and conditions for the proposed transferee.

14) LTE NZ's right to end this Agreement or Services

Notwithstanding any other clause in this Agreement, we can disconnect your connection or terminate particular Services:

- a) if any of our licences to operate our network end or are suspended or any agreement with a third party which is required to provide the Service expires or ends; or

- b) if, for any other reason, the relevant Service is no longer viable, we or a service provider are unable to provide it, we or a service provider are withdrawing it from general availability, or we or a service provider are replacing it with a new service,

provided that, in either case, we will try to give you advance notice and you will only have to pay any outstanding Charges incurred up to and including the time of disconnection.

15) Rights and Responsibilities that Continue

Ending this Agreement does not affect any of the rights or responsibilities which are intended to continue or to come into existence after this Agreement ends including (without limitation) any obligation you may have to:

- a) pay any outstanding Charges;
- b) pay any Early Termination Charges; and
- c) return any equipment you may have on loan from us or any of our Agents

16) Network Operators and Other Suppliers

None of our officers, employees, contractors or Agents, nor any other Network Operator and/or third party supplier (including their officers, employees, contractors and agents) will 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 or from your use of those Services and our network, including (without limitation) your access to and use of any provider's site or Network Operator's networks. This clause creates an obligation that other Network Operators, Agents and suppliers can enforce, whether as a defence or otherwise.

17) Variations of Charges, terms and conditions and Services

- a) If your connection to our network or a Service is for a fixed Term, then, during that fixed Term:
 - i) We may change the minimum monthly Charge or other minimum Charge for your Base Plan or Early Termination Charge if the change is a result of a Regulatory Event or a change in the price from a third party supplier (such as a Network Operator) of a direct input required for your Service. We will give you notice of any such change as set out in clause 17(f) and may need to get your consent or allow you to take certain actions in accordance with clause 17(b).
 - ii) We may also change the minimum monthly Charge or other minimum Charge for your Base Plan or Early Termination Charge for any reason other than the reasons set out in clause 17(a)(i). We will give you notice of such change as set out in clause 17(f) and may need to get your consent or allow you to take certain actions in accordance with clause 17(b).
 - iii) We may change or introduce other Charges (excluding the minimum monthly Charge) at any time. We will give you notice of such change as set out in clause 17(f). Clause 17(b) will not apply to changes made under this clause 17(a)(iii).
- b) If we reasonably consider, or you can show us and we agree, that a change under clause 17(a)(i) or 17(a)(ii) (but not a change under clause 17(a)(iii) or 17(c)) has a material detrimental effect on you, we shall either:
 - i) get your consent to the change; or
 - ii) allow you to terminate the relevant Service within one month of the date of our notice of the change without any Early Termination Charge.
- c) If your connection to our network or a Service:
 - i) was for a fixed Term, but that fixed Term has ended; or
 - ii) is otherwise on an open Term,

we may change and/or introduce Charges. We will give you notice of such change as set out in clause 17(f). Clause 17(b) will not apply to changes made under this clause 17(c).

- d) We may change or withdraw a Pricing Plan or Service from time to time. We may also move you to another Pricing Plan at any time if you will be better off. We will give you notice of any such change in accordance with clause 17(f). All changes to Charges are subject to clauses 17(a) – (c).
- e) We may change the terms of this Agreement from time to time. We will provide you notice of any such change in accordance with clause 17(f). All changes to Charges are subject to clauses 17(a) – (c).
- f) We will give you notice of any change (and the change shall take effect) as follows:

- i) If we reasonably consider that a change will have a neutral or positive effect on you, we can make the change immediately and do not need to give you any notice.
- ii) If we reasonably consider that a change will have a minor detrimental effect on you, we will give you a minimum of 10 Business Days' notice (or one month's notice where possible) of the change by:
 - (1) Individual Notice where the change is made under clause 17(a)(i) or 17(a)(ii); or
 - (2) posting a notice on our Website or Individual Notice where the change is not made under clause 17(a)(i) or 17(a)(ii).
- iii) If, we reasonably consider that the change has a material detrimental effect on you, we will give you:
 - (1) at least one month's notice where the change is made under clause 17(a)(i) or 17(a)(ii); and
 - (2) at least 10 Business Days' notice (or one month's notice where possible) where the change is not made clause 17(a)(i) or 17(a)(ii),
 - (3) by Individual Notice.
- iv) Notwithstanding anything else in this Agreement, we reserve the right to urgently change the terms of this Agreement if required by law or where necessary for security reasons, to prevent fraud or for technical reasons and may reduce any notice period in those circumstances.
- g) We will consider you to be affected by a change for the purposes of this clause 17 if you have used or have been billed for that particular element of the Service affected by the change during the three months (or up to six months where we consider it appropriate) before the date of our notice of the change.
- h) In addition to (and without limiting) any of our rights under this clause 17, we may change, from time to time, the technology or other means by which we provide the Services to you. We are not required to give you notice of any such change.

18) Insurance

It is your responsibility to insure your Mobile Device and Equipment for its replacement value (including cover against calls made if it is lost or stolen). You will be required to pay for all Charges up to the time you notify us of the loss or theft and your SIMcard is deactivated. If you are uninsured and/or choose not to replace your Mobile Device or Equipment, you will be liable for the Charges.

19) New Zealand Law

This Agreement is governed by the laws of New Zealand and you submit to the jurisdiction of the New Zealand courts.

20) Waiver

If we fail or delay to exercise any right or power under this Agreement, this will not be a waiver of that right or power. Any failure or delay will not prevent us from exercising that right or power in the future.

21) Disputes

If you have any dispute with us or our Services, please refer that dispute, initially, to Customer Services. If Customer Services are unable to resolve your concerns the matter will be escalated to the Customer Operations Support Manager.

22) Force Majeure

We will not be liable for any delay or failure of the Services or for any loss or damage from such delay or failure to the extent that it was caused, in whole or part, by an act of God, war, terrorism, civil disobedience, riots, strike, industrial stoppage or unrest, fire, volcanic eruption, earthquake, shortage of suitable labour, materials, equipment or energy or any other event beyond our control.

23) Agents of LTE NZ

- a) We shall be entitled to subcontract or delegate the performance of any of our rights or obligations under this Agreement but any such subcontracting or delegation will not relieve us from liability for performance of any such obligation. Without limiting this, we may appoint an Agent to provide billing services (including credit checking and control) and Customer Services.
- b) Invoices issued by our Agent will be binding on you and payment of those invoices in full to our Agent will be a valid discharge of your liability to pay those invoices under this Agreement.
- c) Any Mobile Device supplied to you by our Agent has been supplied by our Agent acting in its own right and not as Agent of LTE NZ. LTE NZ accepts no responsibility for any matters relating to the Mobile Device supplied by our Agent;
- d) Our Agents can enforce those obligations expressed to be for their benefit in accordance with the Contracts (Privity) Act 1982.

24) Interpretation

- a) In the Agreement, unless the context otherwise requires:
 - "Account Holder" means the LTE NZ customer who is liable for all Charges payable under this Agreement.
 - "Agents" means any contractors, providers, dealers or agents appointed by LTE NZ to perform any of LTE NZ's obligations under this Agreement.
 - "Agreement" means these terms and conditions between us and you and any additional terms and conditions which apply to the Services.
 - "Application Form" means an application form signed by you setting out your details, to connect to our Services.
 - "Bar" means suspending access to Services and may be either an Out bar, restricting use of the Mobile Device for making calls and accessing the Services, or an In-bar, restricting use of the Mobile Device for receiving calls and accessing the Services, or both.
 - "Base Plan" means the bundle of entitlements for the Services which we provide to you on a monthly or other regular basis for a minimum monthly Charge or other minimum Charge.
 - "Bill" means a statement of your Charges (sent in paper format or by email)
 - "Business Day" means any day other than a Saturday, Sunday or public holiday in New Zealand (excluding any regional holiday).
 - "Charges" means any charges for the Services as set out or referred to in the Pricing Plan or referred to in this Agreement (excluding any charges that are incorrectly incurred due to our error). These may include a minimum monthly charge or other minimum charge for your Base Plan, additional charges for Extras, any other charges for the Services provided to you, one-off charges (such as installation or connection fees), and any charges for ancillary services. All Charges, unless otherwise stated, exclude GST.
 - "Customer Services" means the LTE NZ Customer Services team, which is contactable on the number displayed on our Website.
 - "Early Termination Charges" means our early termination charges as they apply to you, available on our Website or by contacting Customer Services.
 - "Equipment" means any equipment (including software), owned by us or our suppliers, that we provide to you in connection with the provision of Services.
 - "Extras" means the optional extra Services we make available to you in connection with your Base Plan and for which you will incur additional Charges. This includes both optional extra Services that may be automatically available for your use in addition to your Base Plan's entitlements and which you may use from time to time, and recurring optional extra Services which you may choose to add to your Pricing Plan.
 - "Fair Use Policy" means the fair use policy published on our Website and updated from time to time.
 - "GST" means Goods and Services Tax as defined in the Goods And Services Tax Act 1985.
 - "Individual Notice" means a notice given to you by email, post, bill insert, bill message or any other individual communication.
 - "Late Payment Fee" means the fee for late payment published on our website from time to time.
 - "Mobile Device" means a radio or other telecommunications device.
 - "Network Operator" means us and any third party with which we have entered into: (a) an interconnection arrangement (which provides for the passing of customer communications between us and that third party); or (b) an arrangement to resell wholesale services.
 - "Notification" means either (a) a paper invoice sent to you of your Charges; or (b) an email to you that your Bill is payable by you.
 - "Payment" means payment to your LTE NZ account by any means made available by us from time to time.

"Personal Information" means personal information (as that term is defined in the Privacy Act 1993) including telecommunications information (as that term is defined in the Telecommunications Information Privacy Code 2003).

"Phone Number" means a mobile phone number which is either allocated to you by us or which you Ported or seek to Port.

"Port" means to transfer the Phone Number from one Telecommunications Service Provider to another according to the approved industry process (and words such as Porting, Ported and Porting Process shall be construed accordingly).

"Pricing Plan(s)" means the Base Plan plus any Extras, and any elements of these. Details of your selected pricing plan will be made available to you at the time you take the Services.

"Privacy Policy" means our Privacy Policy published on our Website as amended from time to time.

"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: altering the terms of this Agreement; making the operation of this Agreement impracticable; materially altering the burden (financial or otherwise) of us providing Services under this Agreement; making us incapable of performing this Agreement; or causing us (voluntarily or otherwise) to materially alter our operations or structure.

"Services" means the telecommunications services and related products and services that are made available to you by us or our Agents from time to time.

"SIMcard" is the subscriber identity module needed to operate your Mobile Device and through which you are connected to our network, and includes any SIMcard issued to you by us.

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

"Term" means, subject to any early termination under this Agreement, the period specified in your Pricing Plan or in any extension to or replacement of this Agreement.

"Users" means identifiable individuals who use the Services.

"Website" means our website at www.lte.nz

"we" or "us" means LTE NZ Limited, 105 Great South Road, Epsom, Auckland and "our" has a corresponding meaning.

"you" means the Account Holder under this Agreement and "your" has a corresponding meaning.

b) In interpreting this Agreement:

- i) references to either party include its respective successors in title and permitted assigns;
- ii) the singular includes the plural and vice versa;
- iii) where a word is defined, its other grammatical forms have a corresponding meaning; and
- iv) a reference to any day, which is not a Business Day, will be deemed to be a reference to the next Business Day.