

Terms for your **Pay Monthly Mobile Plan**

Effective 29 April 2020



Contents

1. Introduction	4
2. Trustpower Mobile Plans	4
3. Data	6
4. Calls	7
5. Text	8
6. Roaming	8
7. Additional services	9
8. Definitions and interpretation	12

Welcome to Trustpower

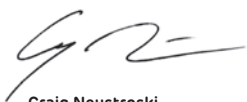
These Mobile Plan Terms and Conditions contain the agreement between you and Trustpower.

It commits us to provide a professional and efficient mobile service to you in a fair and caring way.

It also sets out the responsibilities you have in return. Please read it through, and then keep it in a safe place. Of course, if there's anything here that seems unclear, or if there's any question you want to ask, please call us **Toll Free on 0800 87 87 87**.

We also have information and useful advice on our website. Please visit **www.ask.trustpower.co.nz**

We're here to help.



Craig Neustroski
General Manager, Markets



1. Introduction

- 1.1 These Mobile Plan Terms and Conditions form part of our agreement with you in relation to our supply of Mobile Services to you ("**Plan Terms**"). If you are on a Mobile Plan, these Plan Terms will apply to you.
- 1.2 You also need to read our mobile service terms and conditions, available at www.trustpower.co.nz/terms ("**Mobile Service Terms and Conditions**"), which apply to everyone using our Mobile Services for personal use, the specific terms of your selected Mobile Plan (provided to you when you signed up to your Mobile Plan), and any other additional terms (which may be set out on our website or agreed with you when you signed up to one of our Mobile Plans).
- 1.3 Making changes to this agreement
 - 1.3.1 We may from time to time change the terms of this agreement. Where minor changes are made to the terms of this agreement or changes to reflect mandated requirements, no notice of the changes will be given to you, but the revised terms shall be made available on our website. This is only so long as the changes made are beneficial and/or of immaterial consequence to you. Otherwise we will give you no less than 30 days' notice of the changes by at least one of the following methods:
 - (a) putting a notice on our website;
 - (b) sending you a letter or email;
 - (c) notifying you by other electronic means (e.g. SMS);
 - (d) including a statement on your invoice; or
 - (e) a combination of the above.

If the changes that are made are of a material nature we will send the notice of the change to the last postal or email address you have given us.
 - 1.3.2 Unless you are notified otherwise, those changes will come into effect at the end of the notice period.

2. Trustpower Mobile Plans

- 2.1 Trustpower Mobile Plans are all "Pay Monthly," which means that you are invoiced each Billing Period and must pay for your Mobile Services on a monthly basis.
- 2.2 To be eligible to be an account holder on a Mobile Plan you must be at least 18 years old and have a valid email address.
- 2.3 Your Mobile Plan contains an allowance of data, minutes and text ("**Plan Allowance**"), which varies depending on the Mobile Plan you select. Your Plan Allowance:

- (a) may not be carried over from one month to the next unless the specific terms to your Mobile Plan provide otherwise (for example in respect of Rollover Data);
 - (b) may only be used in accordance with the terms and conditions of your Mobile Plan and may not be credited towards additional services, such as Roaming, international calls, 0900 calls and special SMS code numbers;
 - (c) may not be transferred between Mobile Plans or otherwise transferred or assigned;
 - (d) may not be redeemed for cash, phone equipment, disconnection fees, transfer fees or any other Charges;
 - (e) expires on termination of your agreement with us and any unused part of your Plan Allowance will be forfeited and you will not receive a refund; and
 - (f) is subject to our Mobile Service Terms and Conditions.
- 2.4 The Plan Allowance for all Mobile Plans (and their included data, minutes and texts) renews on the 26th of each month.
- 2.5 If you use up your monthly Plan Allowance, Add On, Data Auto Allowance or Roaming Auto Allowance, additional Charges may apply. For advice and an up to date list of Mobile Plans and charges please call us on **0800 87 87 87** or visit our website at **www.trustpower.co.nz/mobile**
- 2.6 We will aim to send you text notifications that relate to both your domestic and international usage of the Mobile Services. However, we cannot guarantee the accuracy of our usage notifications or when they will be received by you and it is your responsibility to monitor how much data, and how many minutes or texts, you have used. You are entirely responsible for all use of the Mobile Services that occurs under your account, for more information please see our Mobile Service Terms and Conditions.
- 2.7 You may also check your usage of the Mobile Services by checking your account with us on the Trustpower app or by calling our customer service team on **0800 87 87 87**. You acknowledge that your usage information is not provided in real time, which means that it may not show all of your usage to date, and that ultimately it is your responsibility to monitor and manage your usage of the Mobile Services.
- 2.8 You will be invoiced in advance for your Mobile Plan. Any Data Auto Allowance or Roaming Auto Allowance and any usage in excess of your Plan Allowance may be charged in arrears to your account. Add Ons will be charged in the month they are purchased, not when they are used (if different). Similarly, any Charges you incur while Roaming overseas (other than on a Roaming Add On or Roaming Auto Allowance) may be billed several months

in arrears because of delays receiving information from overseas networks, as further set out in our Mobile Service Terms and Conditions.

3. Data

- 3.1 Data usage is based on the amount of data transferred through your mobile connection (both uploading and downloading) and can be expressed in megabytes and gigabytes.

Included Data

- 3.2 Unless you sign up to a Mobile Plan that specifies that it has "unlimited data," your Mobile Plan will include a set amount of New Zealand data per month ("**Included Data**").
- 3.3 Any data used in addition to your Included Data or any applicable Add On, Data Auto Allowance or Roaming Auto Allowance in a billable month will be subject to additional Charges.

Unlimited Data

- 3.4 If you sign up to a Mobile Plan that has unlimited data, you agree to the following terms:
- (a) unlimited data is provided to you for your personal use on your Mobile Device in New Zealand only, and you must not use your Mobile Device as a hotspot for other devices to connect to; and
 - (b) the maximum speeds for your unlimited data are reduced after 40GB of data usage per month. Where your maximum speeds have been reduced, you will still be able to use your unlimited data but you will experience some degradations (such as lower video resolution) when watching video, streaming or loading images.
- 3.5 Data used for Improper Use is not included in your Mobile Plan and may result in the immediate restriction, suspension or disconnection of the Mobile Services. Refer to our Mobile Service Terms and Conditions, for more information.

Rollover Data

- 3.6 If you sign up to a Mobile Plan that has Included Data you can accumulate unused data for up to 365 days from the date that your Mobile Plan renews (i.e. on the 26th of each month) ("**Rollover Data**"). Rollover Data is non-refundable, not redeemable for cash and is not otherwise transferrable to another person.
- 3.7 If you change Mobile Plans to a Mobile Plan that has Included Data, you will be able to retain your rollover data from your previous Mobile Plan. However, if you change

from a Mobile Plan that has Included Data to unlimited data you will lose any Rollover Data that was on the previous Mobile Plan.

Order of data usage

- 3.8 Subject to clause 3.9, your data balance will primarily be used in the following order:
- (a) data included in your Mobile Plan;
 - (b) purchased data Add Ons;
 - (c) accumulated Rollover Data;
 - (d) activated Data Auto Allowances; and
 - (e) casual Data (standard rates apply).
- 3.9 However, the following exceptions to the order of data usage set out in clause 3.8 above apply:
- (a) if there is still an active Data Add On or Data Auto Allowance when your Mobile Plan renews, this data (being the oldest) will be used before the data included in your Mobile Plan;
 - (b) if a Data Auto Allowance has been activated, and you decide to purchase a Data Add On, the Data Auto Allowance will be used before the Data Add On; and
 - (c) if you have started using your Rollover Data and purchase a Data Add On, the Data Add On will be used before your Rollover Data.

4. Calls

Included Minutes

- 4.1 Unless you sign up to a Mobile Plan that specifies that it has "unlimited minutes," your Mobile Plan will include a set amount of minutes per month for calls to any New Zealand and Australian numbers when you are in New Zealand ("**Included Minutes**"), but excluding Excluded Minutes. There is no rollover of unused Included Minutes.
- 4.2 Any Excluded Minutes, or minutes in addition to your Included Minutes, will be subject to additional Charges, charged per minute with each call having a minimum call charge of one minute (except for operator assisted, 0900 calls and other premium numbers). If there is no answer you won't be charged for the call, however calls answered by a message service or answering machine will be chargeable.
- 4.3 If your Included Minutes expire during a call and you do not have an applicable Add On, the remainder of the call will be charged at the applicable rates for additional minutes that applies to your Mobile Plan. Additional rates for Trustpower Mobile Plans are available at www.trustpower.co.nz/mobile

Unlimited Minutes

- 4.4 If you sign up to a Mobile Plan that has unlimited minutes, you acknowledge and agree that the unlimited minutes are provided to you for your personal use for person to person calls to New Zealand and Australian numbers only and does not include any Excluded Minutes, minutes used for Improper Use and Roaming.

Voicemail

- 4.5 You may check your voicemail messages for free when you are in New Zealand, however Charges will apply if you do so when Roaming. You can find out more about our voicemail service by visiting our website at **www.trustpower.co.nz/mobile**

5. Text

- 5.1 Our Mobile Plans include an unlimited amount of texts to standard New Zealand and Australian numbers (person to person text messages) per month (excluding texts sent to premium and special numbers, including text voting, entries to competitions via text, short codes, international numbers (other than Australian numbers) and satellite phones, which will be charged separately). It is free to receive MMS (Multimedia Messaging Service) and photo messages on your Trustpower mobile in New Zealand. However, sending a MMS (including an image, audio or video file) is not included in our Mobile Plans and is charged separately at the applicable standard rates.

6. Roaming

- 6.1 Unless otherwise specified in your Mobile Plan, the calls, texts and data included in your Plan Allowance is for use when you are located in New Zealand only and the Plan Allowance for calls and text is for New Zealand and Australian numbers only. If you wish to call, text and use mobile data when you are located outside of New Zealand (including in Australia) the terms relating to Roaming will apply, as set out in our Mobile Service Terms and Conditions and the Roaming page of our website available at **www.trustpower.co.nz/roaming**, which sets out our Roaming charges and zones. Roaming charges and zones are subject to change and will be updated on our website. You should check our current Roaming terms and conditions before you travel.
- 6.2 If you are travelling through the service range of a network that is not supported by our Roaming partner alliance you will only have access to emergency services (for example, you will not be able to make or receive calls or texts, make a data connection to the local mobile network (though you may be able to connect to local wifi

networks that you are given access to when you are located outside of New Zealand) or have access to your voicemail). If you attempt to access Roaming services on a network that is not supported by our Roaming partner alliance you will get an operator notification.

Roaming charges

- 6.3 Incoming and outgoing calls while Roaming are charged per minute (you pay the full minute rate for each minute or part minute). Additional Charges may be incurred for calls constituting Excluded Minutes while Roaming.
- 6.4 Some value-added services (VAS) (such as live-streaming, location based services, online gaming, ring tones and missed call alerts) and Wireless Application Protocol services (WAP) that are free in New Zealand will be charged to you while Roaming. This may mean you will incur Charges for accessing those services while Roaming, as well as the cost of your Roaming Add On or the standard Roaming data charges (as applicable).
- 6.5 Texts sent when Roaming are charged in accordance with the Roaming charges set out on the Roaming page of our website. Texts sent while Roaming should be limited to 160 characters or else they will be split and sent as two texts. If this occurs you will be charged for each text.
- 6.6 Data used while Roaming will appear on monthly bills as a per megabyte charge. The data rate in our Roaming zones 1, 2 and 6 applies to any data usage and the full amount is charged to your account from the first KB you use.

7. Additional services

- 7.1 We offer a number of additional services which you may add to your Mobile Plan, including:
 - (a) add on data packs for Included Data Mobile Plans, which:
 - (i) include a set amount of New Zealand data for a one-off charge; and
 - (ii) are available for use for 30 days from purchase;
 - (b) add on talk packs, which:
 - (i) include a set amount of minutes for use with New Zealand and Australian numbers for a one-off charge; and
 - (ii) are available for use for 30 days from purchase;
 - (c) add on hotspot packs, which:
 - (i) allow you to use your data for other devices when on an unlimited Mobile Plan; and
 - (ii) are available for use for 30 days from purchase; and

- (d) add on roaming packs, which:
- (i) include a set amount of data, or data, minutes and text, for a one-off charge;
 - (ii) expire 365 days after the date of purchase, but are only valid for 7 days after activation (with daily usage applying from 12:00am – 11:59pm NZST). Activation is defined as the time that you arrive in an eligible country for Roaming and connect to the local mobile network (or the next time you are Roaming and connect to the local mobile network after any pre-purchased Roaming Add Ons have expired); and
 - (iii) are available in certain zones only, otherwise standard Roaming rates and charges will apply. Different zones may require different roaming packs. See the Roaming page of our website for further information on which countries/zones you can apply a roaming pack to,

each such additional service being an **"Add On"**.

- 7.2 Add Ons include a specified allowance of text, data or minutes (as applicable) which is effective for a set period of time. At the end of the specified period, any remaining allowance of the relevant text, data or minutes will expire.
- 7.3 Add Ons may be purchased on a one off basis or as a recurring subscription, whereby the Add On will automatically renew 30 days after the date on which the Add On was purchased (and be charged to your account). You can cancel a recurring Add On subscription at any time via the Trustpower app or by contacting us on **0800 87 87 87** and such cancellation will be effective at the end of the then-current month. Please visit our website at www.trustpower.co.nz/mobile for more information.
- 7.4 There is no limit on the number of Add Ons that you can purchase.
- 7.5 The allowance included in your Add On will be used up before the relevant call or data allowance set out in your Mobile Plan.
- 7.6 If you use up all of your Plan Allowance and the allowance included in your Add Ons (if any), you will be charged the standard rates applicable to your Mobile Plan for any further usage (as further set out above).
- 7.7 Unused prepaid Add Ons will not be reimbursed if your Mobile Plan is suspended or terminated.

Data Auto Allowance

- 7.8 To minimise the risk of you going onto our standard data rates when using data within New Zealand, if you use all

of your data in your Plan Allowance and do not already have an Add On for data applied to your account, we will automatically opt you in to, and apply, a 100MB data auto allowance ("**Data Auto Allowance**"), which will be charged once activated (being, the time that you exceed all of your data in your Plan Allowance and, if applicable, Add On) to you at the then-current Data Auto Allowance rate.

- 7.9 The Data Auto Allowance is only applicable once per month and is valid for 30 days from the date that it is activated.

Roaming Auto Allowance

- 7.10 To minimise the risk of you going onto our standard roaming data, minutes and text rates when Roaming, if you have not already applied a Roaming Add On when you are using the Mobile Services in an eligible country for Roaming we will automatically opt you in to, and apply, a Roaming auto allowance containing 200 outbound minutes, 200 inbound minutes, 200 texts, and 1GB data ("**Roaming Auto Allowance**"), which will be charged to your account on the date that it is activated (being, the time that you arrive in an eligible country for Roaming and connect to the local mobile network or the next time you connect to the local mobile network after any pre-purchased Roaming Add Ons have expired) at the then-current applicable Roaming Auto Allowance rate. The Roaming Auto Allowance is only available in certain zones, otherwise standard Roaming rates and charges will apply. See the Roaming page of our website for further information on which countries/zones you can apply a Roaming Auto Allowance and Roaming Add On to.
- 7.11 The Roaming Auto Allowance is valid for 7 days from the date that it is activated (with daily usage applying from 12:00am – 11:59pm NZST). Activation is defined as the time that you arrive in an eligible country for Roaming and connect to the local mobile network (or the next time you are Roaming and connect to the local mobile network after any pre-purchased Roaming Add Ons have expired) and will be automatically applied up to 3 times when you are Roaming, after which you will move to the then-current Roaming rates for any additional data you use, and texts and calls that you make or receive, while using the Mobile Services outside New Zealand.

Opting out

- 7.12 You can choose to opt out of a Data Auto Allowance and Roaming Auto Allowance at any time on the Trustpower app or by contacting us on **0800 87 87 87**.

8. Definitions and interpretation

8.1 Clause and other headings must be ignored in construing these Plan Terms and references to the plural include the singular and vice versa. In these Plan Terms, Trustpower, we, our, or us are used when referring to Trustpower Limited (or any assignee), and we say you when referring to you, our customer. If we use the word "including" or "for example", this applies as if the words "but without limitation" were also set out. Where the following terms are used in these Plan Terms, they have the following meanings:

"Add On" has the meaning set out in clause 7.1.

"Billing Period" means the period of time you are billed for calls, texts, data and other associated costs accumulated on your account and is fixed each month from the 1st of the month to the end of the relevant month.

"Charges" means the charges for your access to and use of the Mobile Services provided to you by Trustpower, our Network Service Providers and Roaming partners, together with any third party charges paid for services and content accessed by you using the Mobile Services (such as premium or special numbers).

"Data Auto Allowance" has the meaning set out in clause 7.8.

"Excluded Minutes" include any calls to special numbers (such as 018 numbers), numbers provided through calling cards, international numbers (other than Australian numbers), 0900 numbers, premium numbers, satellite phones and any operator assisted calls, directory related services, chargeable special short code numbers and any minutes constituting Improper Use of the Services.

"Improper Use" means any use of the Mobile Services which is, in our reasonable opinion, illegal, infringes anyone's rights (including intellectual property rights), is malicious, obscene, offensive or otherwise causes detriment to us, our customers, our Network Service Providers and/or third parties. Specific activities that will be considered "Improper Use" include (without limitation): 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), illegal downloading, including but not limited to in breach of the Copyright Act 1994, sending unsolicited electronic messages (spam) including but not limited to in breach of the Contract and Commercial Law Act 2017, offensive or objectionable messages or publications, threats, unsolicited bulk email chain letters, pyramid schemes or hoaxes; knowingly

receiving, transmitting or distributing signals, spam, worms or viruses, or otherwise using Mobile Services in a way which is intended to or may damage or compromise the security of the Network or anyone else's network; or making any kind of deliberate attempt to overload the Network or anyone else's network, including mail bombing, excessive pings or otherwise causing excessive Internet traffic or connecting devices to or that affect our equipment that are not compliant with New Zealand standards. Improper Use also means any use of the Mobile Services which we, or our Network Service Providers, considers is a use for which the Mobile Services were not intended.

"Included Data" has the meaning set out in clause 3.2.

"Included Minutes" has the meaning set out in clause 4.1.

"Mobile Device" means a mobile phone or other telecommunications device (which incorporates a SIM) which operates on the Network and is used by you to access the Mobile Services.

"Mobile Plans" means your chosen base plan of Mobile Services, and any extra Mobile Services you have subscribed to and any other plans you subscribe to from time to time and "Mobile Plan" means any one of those plans.

"Mobile Services" means the mobile telecommunication services provided by us or our Network Service Providers to you pursuant to these Plan Terms and includes Roaming and any other services provided to you by Trustpower in connection with the mobile telecommunication services.

"Network" means the telecommunications network which we and our Network Service Providers use to provide the Mobile Services to you and other customers.

"Network Service Provider" means any third party which provides equipment or services to us to allow or facilitate our supply of the Mobile Services to you.

"person" includes a corporation.

"person to person text messages" means text messages sent by a person using their mobile phone to another person's mobile phone. This does not include text messages sent via automated, computer scripted or other electronic means using a WCDMA modem or tethered (i.e. cable connected) WCDMA handset. Entering competitions or voting for polls are also not included.

"Plan Allowance" has the meaning set out in clause 2.3.

"Roaming" means a service that allows you to use your Mobile Device and SIM in countries other than New Zealand.

"Roaming Auto Allowance" has the meaning set out in clause 7.10.

"Rollover Data" has the meaning set out in clause 3.6.

"SIM" means any subscriber identity module that we may have provided to you which enables you, when used with a Mobile Device, to access the Mobile Services on the Network.

"SMS" means a short message service, which is a form of text messaging on mobile phones.

"text message" means a SMS of a maximum length of 160 characters that you have typed into your Mobile Device or that you have been sent. Even if your Mobile Device is capable of sending longer messages (e.g. 320 characters), for charging purposes, every 160 characters you send is counted as one text message. This does not include picture messages or video messages.

Our contact details

You can email questions to enquiries@trustpower.co.nz or call us on **0800 87 87 87**.

You can write to us at:

Trustpower Limited
Private Bag 12023
Tauranga Mail Centre
Tauranga 3143

Our website is:

www.trustpower.co.nz

You can contact us on web chat at:

www.ask.trustpower.co.nz





trustpower.co.nz