

Terms and Conditions - Mobile

Mobile General Terms and Conditions

Thank you for choosing Rocket Mobile.

These Mobile General Terms & Conditions set out the basis on which we will provide mobile products and services to you. Other Mobile Service Specific Terms & Conditions, Mobile Plans Specific Terms & Conditions and Mobile Device Specific Terms & Conditions may also apply to you (where applicable), depending on the specific products, services, mobile plans and mobile devices you choose to receive from us. Please read these General Terms & Conditions carefully, as you agree to be bound by them when you apply for any mobile equipment, products and services from us.

1. Our Agreement

- 1.1. Our agreement comprises your Application (as defined below), these General Terms & Conditions, Mobile Service Specific Terms & Conditions, Mobile Plans Specific Terms & Conditions, and promotional terms that apply to the Services or offers you acquire from us, the Privacy Policy, and the Acceptable Use Policy (collectively referred to as “Agreement”).
- 1.2. For mobile services, in the case of any conflict or inconsistency, the Unlimited Mobile Plans Specific Terms & Conditions shall prevail, followed by these Mobile General Terms & Conditions. Any service-specific or promotion-specific Terms & Conditions (e.g. Mobile promotional Terms & Conditions) shall also prevail over these Mobile General Terms & Conditions in the event of any conflict or inconsistency.

2. Definitions and Interpretation

2.1. Definitions

In these Mobile General Terms and Conditions, the words and phrases below shall have the following meanings:

Account: your account with us in respect to the provision of any Service.

Agreement: has the meaning given to it in Clause 1.1.

Application: has the meaning given to it in Clause 3.2.

Billing Cycle: Charges on a monthly basis based on your Service Commencement date.

Charges: the charges that apply to the Services, including but not limited to subscription, connection, usage, cancellation, termination, reconnection and other charges payable by you in relation to the Services.

Change: has the meaning given to it in Clause 12.1.

Content: all information, text, sounds, images, graphics, software, music, videos, messages and other materials and information which may be viewed, accessed, or downloaded through the Services.

Fair Usage: has the meaning given to it in Clause 7.

Force Majeure Event: any circumstances not within our reasonable control including without limitation, acts of God, storm, flood, drought, earthquake, lightning, meteor, epidemic, pandemic, civil commotion, embargo, governmental restraint, expropriation, any requirement or action taken by a regulatory authority, government agency or law enforcement agency, changes in Law, national emergency, collapse of buildings, fire or explosion, acts of war or terrorism, riots, strikes, labour disputes.

Rocket Mobile Intellectual Property: all intellectual and industrial property, including patent rights, registered designs, design rights, copyrights, trademarks, logos, service marks, domain names, user interfaces and other similar proprietary rights of whatever nature in, related to or licensed to us, relating to any Service, our Network, system and Software and all intangible rights and privileges of a nature similar to any of the foregoing.

Rocket Mobile: MyRepublic Limited (NZBN 9429041029671), and “we”, “us” and “our” have corresponding meanings.

Rocket Mobile App: Rocket Mobile mobile application or web applications owned or controlled by us are made available to you for your management of your Account.

Network: the telecommunications and data system owned, maintained, operated by, leased or licensed to or by us which we use to provide Services to you and other customers.

Plan: the plan by which Services and other related products and services are made available to you.

Services or Service: Rocket Mobile's mobile telecommunication services, equipment or related products made available to you.

Software: any software, Rocket Mobile App or both, provided to you as part of the Services or which allow you to access the Services, including any software updates, patches, releases and upgrades.

Service Commitment: your minimum service term for your subscribed Service(s), where applicable.

Service Commencement: commencement of your subscribed Services and Billing Cycle.

SIM: Subscriber Identity Module.

Taxes: any and all taxes (including goods and services tax), levies, duties and other similar charges and any related interest and penalties that may be levied or based upon the provision of Services or on any Charges due or payable from you to us.

Third Party: any person apart from us and you.

Website: rocketmobile.co.nz

You: a person who applies for and subscribes to products and Services from us.

Your Information: all personally identifiable data we may obtain as a result from your use of the Services or in connection with our Agreement, as described in our Privacy Policy.

2.2. Interpretation: For the purposes of interpretation and construction of our Agreement:

1. words importing the singular or plural include the plural and singular respectively;
2. headings are inserted for convenience only and do not affect the interpretation of this Agreement; and
3. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

3. Eligibility for the Services

3.1. In order to be eligible for the Services, you must:

1. have a valid New Zealand resident, dependent, diplomatic, student or employment pass or a foreign passport that is in your own name and has a validity period of at least six (6) months from the date of Application;
2. be at least eighteen (18) years of age (for post-paid Services);
3. use your driver's license, Passport (whichever is applicable), and proof of billing address during your Application for the Services;
4. not be disqualified under our credit policy and not have any outstanding debt due to us; and
5. provide a valid email address and contact number so that we can contact you.

3.2. You must apply for the Services via the Rocket Mobile Website by submitting an application ("Application"). In each case, we will require you to provide information about yourself so that we can assess your Application for the Services. You must make sure that all information you share with us or any of our agents is accurate and complete. We may, at our own cost, further verify your credit status with any credit reference agency and disclose credit information within our possession about you to any credit reference

agency for that purpose.

- 3.3. Services will be provided to you subject to our acceptance of your Application at our sole discretion. We may impose additional conditions for accepting your Application. We will not be liable in any manner for declining your Application.

4. Service Commencement & Service Commitment

- 4.1. Your Service Commitment period shall begin on the date you activate your SIM card. Your Plan will specify your Service Commitment.

5. Your Use of the Services

- 5.1. Your use of the Services is subject to our Acceptable Use Policy and Fair Usage (Clause 7). The Acceptable Use Policy is published on our Website and forms part of our Agreement.
- 5.2. The Services are provided to you to use in your personal and non-commercial capacity. You must not resell the Services to any Third Party. Your failure to observe this Clause 5 is a material breach of this Agreement, for which we are entitled to terminate the Agreement according to the terms of this Agreement.
- 5.3. You agree to:
 1. update and maintain the most current information about yourself on your Account;
 2. comply with our Agreement in all respects;
 3. comply with all laws relating to the use of the Services;
 4. ensure that any person you authorise to use the Services on your behalf complies with our Agreement as if they were a party to our Agreement;
 5. follow instructions issued by us, the relevant regulator(s), any other relevant government or regulatory authority, or law enforcement agency for use of the

Services, and only use the Services for the purposes for which they are provided;

6. be responsible for all Content which you transmit or make available through the Services; and
7. be solely responsible for any Third Party's use of your subscribed Services.

5.4. You must not use or allow any part of the Services to be used:

1. to make, advertise, transmit, post or solicit abusive, offensive or nuisance calls or any Content (including spam, bulk messages, solicitations) which may be unauthorised, misleading, defamatory, pornographic, offensive, indecent, fraudulent, or illegal;
2. to transmit or facilitate telemarketing, call centre operations or promotional materials;
3. for monitoring services, transmission of broadcasts, transmission of recorded material, auto-dialling, fax or voice blasts, or calling without live dialogue;
4. to advertise, transmit, post or solicit any product, services, or Content that contains viruses, trojan horses, cancelbots, harmful codes, floor pings, adware, spyware, forged routing time bombs, cancelbots, or any other harmful, damaging or destructive technology;
5. in a manner that conflicts with any law or regulatory requirements;
6. with a mobile device not approved by the relevant New Zealand regulatory authority;
7. to hinder, interfere, obstruct or adversely affect or attempt to hinder, obstruct or adversely affect us, the Network, our customers, and or any other persons;
8. to excessively affect Network or Services operations or quality, interfere with other customers' access to our Network, or degrade Network performance by

maintaining a sustained and continuous wireless data service connection;

9. for file sharing software, peer-to-peer and/or torrent applications, transferring (including uploading and downloading) of excessive amounts of large format files such as music, videos and movies, or any other activities that generate large traffic over the Network;
 10. to send automated or unsolicited text messages, mass SMS broadcasts, perform call forwarding for commercial purposes, or use the Services for any other commercial purposes;
 11. to collect or disseminate information about others or their email addresses without their consent;
 12. to advertise, transmit, facilitate or otherwise make available any Content, product or service that is designed to breach this Agreement; or
 13. in attempts to or facilitate anyone else in the above activities.
- 5.5. You agree to keep your Rocket Mobile username and password confidential and secure, and not share those credentials with any other person. We recommend that you change your password at regular intervals.
- 5.6. You are responsible for all access to, security and use of the Services we provide to you, regardless of who accesses and uses them. You must advise us immediately if you suspect or become aware of any unauthorised access or use of the Services on your Account.
- 5.7. If we provide any Services to you on a free trial basis, you agree that upon expiry of the free trial period as specified in our Agreement with you, the full Charges for that Service shall apply.
- 5.8. You may be provided with the opportunity to obtain Third Party services or Content when accessing and/or use of the Services. You acknowledge and agree that such Third Parties are independent of, and not within our control. Use of Third Party services or

Content is at your own risk. We are not liable to you in any way for any matter in relation to the provision or non-provision of such Third Party services or Content.

6. Service Numbers

- 6.1. You do not acquire any rights nor ownership in any mobile numbers regardless of any payment you may have made for the mobile number or duration of your use. Any mobile number assigned is the property of the relevant regulatory authorities. We reserve the right to terminate, reassign, change, or replace any mobile number without providing any reason.

7. Fair Usage

- 7.1. All Services are subject to your fair, reasonable and non-excessive usage of the Services, as reasonably determined by us with reference to average or estimated normal customer usage patterns of the Services, in accordance with our Acceptable Use Policy ("Fair Usage"). We will consider your usage excessive or unreasonable where we determine that your use of the Services materially exceeds the average or estimated normal use over any period(s), is detrimental to other customers' ability to use our Services, or adversely affects our operations.
- 7.2. Services that are described as free, boundless or unlimited are subject to their applicable Specific Terms & Conditions and this Fair Usage provision. All free or unlimited Services are strictly for your personal and non-commercial use. You further agree that a free or unlimited Service does not mean you can use the Service excessively or for any prohibited activities stated in Clause 5.4 above.
- 7.3. We may use traffic prioritisation policies and technology for these Services to protect our Network and improve the overall performance amongst our customers without any notice to you.

8. Delivery of Services

- 8.1. Unless otherwise stated, and where applicable, our SIM card(s) will be delivered to you by local courier service on the delivery date selected during your Application, or on an

alternative mutually agreed delivery date. Delivery charges will be displayed to you. We will not be liable for any unsuccessful delivery of our SIM card(s) resulting or arising from your unreasonable refusal to accept delivery or any error, omission or discrepancy in your mailing details provided by you. You will not be compensated if we are unable to deliver your SIM card(s) to you.

- 8.2. In the event that you cancel your approved Application before receipt of your SIM card(s), you will be charged a cancellation Charge.
- 8.3. You acknowledge and accept that your actual Service area, Network availability, Service speed, coverage and quality may vary, be cut, or be suspended from time to time based on a number of factors such as Network capacity, availability of Network, maintenance and repairs to the Network, electromagnetic interference, excessive use of Network by other customers, equipment failure, equipment compatibility, your geographical locations or weather conditions.
- 8.4. You may not be able to receive your subscribed Services, or your service levels may not be of the optimal standard if the mobile device you use with the Services is not approved by the relevant New Zealand regulatory authorities.
- 8.5. We do not own or control all parts of the Network which we use to supply the Services to you. You acknowledge that the Services are delivered over a Network, and that subscribing to and using the Services does not give you any rights in any part of the Network.
- 8.6. We do not proactively monitor the Content you access on our Network. However, we reserve the right to monitor the Network, including the volumes of data, types of traffic, or both, transmitted over our Network. We may also be required to act on or assist any relevant regulatory authority, governmental agency, or law enforcement body for requests for information, suspension or termination, as directed by such agency or body.
- 8.7. We are not liable if you sustain any losses and expenses based on:
 1. delay of delivery of Services at your request;

2. your inability to accept the SIM Card for any reason; or
3. the negligence or wrongful acts of Third Party service providers in the course of delivery of the Services, including those of the courier service(s).

9. Charges, Billing & Payment

- 9.1. You agree to pay the Charges when they are due, without any counterclaim, set off, deduction, or withholding whatsoever. Your invoice will state the date on which payment is due.
- 9.2. We will usually invoice you based on your Billing Cycle. However, for some one-off Charges we may invoice you immediately after those Charges are incurred. Where your usage of the Service exceeds or may exceed a pre-set limit, we may invoice you more frequently and you agree to pay immediately upon our request.
- 9.3. All invoices for services provided pursuant to our Agreement may be issued by MyRepublic Limited (NZBN 9429041029671) on behalf of Rocket Mobile. All such invoice(s) issued by MyRepublic Limited pursuant to our Agreement shall be deemed as equally valid and binding on you, as though such invoice(s) were issued by Rocket Mobile. All payments made by you to MyRepublic Limited for such mobile services-related invoices issued by MyRepublic Limited shall accordingly also be deemed as valid and effective payment to Rocket Mobile, for the services provided by Rocket Mobile .
- 9.4. We will invoice you in advance for any recurring Plan Charges, and in arrears for any usage Charges incurred by you during the previous Billing Cycle.
- 9.5. You consent to receive your invoice from us electronically. We will send invoices to the email address indicated in your Application. You must make sure that the email address you provided to us in your Application is accurate and current. You will remain liable for payment of all invoices that we send to the email address you provided to us, regardless of whether or not you access that email account and read the relevant email or are disconnected from, or have terminated, your email account for any reason.

- 9.6. All Charges are payable in New Zealand dollars. Subject to Clause 9.10 below, the invoice shall serve as conclusive evidence against you of the accuracy, completeness and truth of all matters stated in it.
- 9.7. You can pay for the Charges by debit card or credit card, or any other payment methods we may advise from time to time. Any changes to your payment arrangement will only take effect from the next Billing Cycle. We may terminate your elected recurring payment arrangement at our discretion, with notice to you.
- 9.8. If we are unable to make deductions with your bank or card company, you must make payment immediately for outstanding Charges in cash, electronic payment or cheque (including any administrative fee) for the failed transaction.
- 9.9. It is our usual practice to send one or more reminders when payment for the Charges is overdue, but the lack of a reminder from us is not a valid reason for failure to make timely and complete payment on your part. If you do not pay your invoices in full by the due date, we may:
1. charge you a late payment charge of \$14 for each overdue invoice, if we have not received your payment by the respective payment due date;
 2. refer, sell, assign or dispose any debt that is outstanding from you by thirty (30) days or more to a debt collection agency or debt purchaser;
 3. charge you the reasonable costs (including debt recovery and debt management costs) incurred by us in recovering the outstanding amount from you; and
 4. we may suspend the Services until such time as we receive the outstanding amount, or terminate our Agreement, in accordance with Clause 18.
- 9.10. If you wish to resume the suspended Services, service reactivation Charges may apply to you.
- 9.11. You are responsible for all Taxes. If you are required by any law to deduct or withhold any sum as Taxes imposed on Charges due to us, you are responsible for such

deduction or withholding as required and the amount payable to us shall be increased by such amount necessary to ensure that we receive payment equal to the amount which we would have received in the absence of such deduction or withholding.

- 9.12. If you wish to dispute any current Charges, you should notify us before the due date for payment of those Charges. If you wish to dispute any Charges which you have already paid, you should notify us as soon as possible after payment. We will investigate any genuine disputes to determine, in good faith, the accuracy of the Charges and respond to you within thirty (30) days after receiving notice of your dispute. If we agree with all or part of your dispute, we make the required adjustments in your subsequent invoice. If we are required to retrieve and review a substantial volume of historical records to investigate the dispute and determine, in good faith, that the dispute was unfounded, then we may charge you a reasonable administrative fee. Our records, as well as the records of our wholesalers, suppliers, and international call roaming partners shall be accurate and binding, except in instances of fraud, computer failure, or manifest error.

10. Advance Payment, Deposit & Credit Limit

- 10.1. We may, at our discretion:
1. require an advance payment or deposit for the Services;
 2. require you to increase this advance payment or deposit from time to time; or
 3. apply the advance payment, deposit, or any part thereof to any amounts you may owe us on any Account.
- 10.2. Any deposit collected by us does not relieve your obligations to pay any outstanding amounts nor does it constitute a waiver of our rights to suspend, disconnect, or terminate the Services as a result of non-payment of any amounts due or payable.
- 10.3. Upon termination of the Services, we will remit your remaining deposit (after any deductions in accordance with Clause 10.1(c) above) to the bank account details that we have of you in our records. It is your responsibility to ensure that your contact and bank account details are kept current.

10.4. Based on your creditworthiness as we determine, we may establish a credit limit and amend that amount from time to time. If you exceed your credit limit, we may limit the Services, or any features associated therein.

11. Lost or Stolen SIM

11.1. If you lose your SIM card, it is very important that you contact our customer service team immediately via live chat, so that we can suspend your Service to prevent any unauthorized or fraudulent usage. You shall be responsible for the Charges incurred prior to the suspension, so please report the loss or theft as soon as possible. We will cancel your lost or stolen SIM card and reissue a new SIM Card to you. You may be subject to the respective SIM card replacement Charges.

12. Changes to the Services or our Agreement

12.1. We continually seek to improve our Services. From time to time, we may improve, change, modify, delete, or withdraw any part of our Agreement, Charges, Services and/or Plans (“Change”). Sometimes, a Change may be made for reasons outside our reasonable control (for example, where required by Court order, any relevant regulatory authority or law enforcement agency). We typically endeavour to give you at least seven (7) days’ prior notice of any material Change. The Change may also be published on our Website, in which case such publication shall constitute valid notice of the Change. The Change shall take effect from the date specified in such notice. If you use or continue using the Services after the change takes effect, you shall be taken to have accepted and agreed to the Change.

13. Personal Data

13.1. By using the Services, you confirm your acceptance to the collection, use, processing and/or disclosure of your Information and personal data in accordance with our Privacy Policy published on our Website. This Clause 13.1 shall serve as your consent for the purposes of the Privacy Act and any other applicable law unless you notify us otherwise in writing in the procedure determined by us from time to time, including as stated in the Privacy Policy.

14. Intellectual Property

14.1. We own or are licensed to use Rocket Mobile Intellectual Property in the Services we use or make available to you. All such title, interest and rights shall remain with their respective owner(s). You acknowledge such title and shall not take any action to jeopardise or affect our rights or interests in Rocket Mobile Intellectual Property. You agree that any improvements or changes we make to any Service belong exclusively to us and/or our licensors.

15. Disclaimer of Warranties

15.1. The Services are provided on an “as-is” and “as available” basis without any guarantee of representation or warranties. You assume all risks of the use of the Services.

15.2. We cannot and do not guarantee that the Services are error-free or that the Services will not be interrupted and will not interfere with the functions of other equipment. We disclaim any and all warranties, conditions, or representations whether expressed or implied, oral or written, with respect to the Services, including without limitation to all warranties, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information, whether oral or written, obtained by you from us or through the Services shall create any warranty not expressly set out in this Agreement.

15.4. We have no control over, and hence disclaim any liability for, the Content made available over the Services. We also do not make any representations that any defects in the Software will be corrected.

16. Indemnities

16.1. To the fullest extent permitted by law, you indemnify us and our employees, directors and agents in full against any and all actions, claims, liabilities, costs (including legal costs incurred by us in defending such actions or claims), expenses, losses and/or damages resulting from your use of the Services and/or Device(s), from any breach of our Agreement, and/or from the infringement of any rights of one or more Third Parties

by you, any person on your Account, or any person whom you allow to use the Services in violation of any laws and/or regulations.

17. Limitations of Liability

- 17.1. Unless prohibited by law, we shall not be liable for any indirect, special, consequential or punitive damages, losses, costs or expenses you may incur or sustain howsoever caused or arising, including without limitation any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of anticipated savings.
- 17.2. Notwithstanding any provision in our Agreement, we expressly exclude all other liability to you whether in contract or tort (including negligence or breach of statutory duty) for any loss, damage, or liability you may incur or sustain resulting from or caused by:
1. use or inability to use the Services provided by Rocket Mobile;
 2. use in any manner or purpose by Third Party on your Account or that you allow to use the Services; or
 3. any error, omission, or inaccuracy in any information provided by us to you, whether in any publication or as part of or in connection with the Services.
- 17.3. If we are unable to rely on the exclusion of liability set out in Clauses 17.1 and 17.2 above, our liability to you or anyone else, whether in contract or tort (including negligence or breach of statutory duty) for any loss, damage, or liability caused or arising from our breach or failure to perform our obligations in our Agreement with respect to the Services shall not in aggregate exceed the total Charges applicable to the Services paid to us by you for the period of three (3) months immediately preceding our breach or failure of obligations.
- 17.4. The limitations and exclusions set forth in this Clause 17 above shall not apply to the amount recoverable from us for any liability we may have for any death or personal injury caused by our negligence or our breach of duty (statutory, contractual or otherwise) in providing the Services.

18. Suspension or Terminating the Services

18.1. Services shall continue after the expiry of the Service Commitment unless terminated. If you wish to suspend or terminate any or all of the Services or our Agreement, you can contact our Customer Service. Services with or without a minimum contract period can be cancelled by you by giving us at least three (3) days' notice unless otherwise provided. Your Service will be deactivated upon our acceptance of your termination request. Upon termination, certain Charges as set out in Clause 18.7 will apply to you.

18.2. We can suspend your Services or our Agreement with immediate effect if:

1. you breach our Agreement;
2. you provide inaccurate, false, misleading, or incomplete information to us;
3. you have any outstanding Charges by the due date;
4. you exceed any credit limit in place;
5. you have caused or are likely to cause any harm (including failure, interruption, disruption, or congestion of or in our Network or any other telecommunications network system or services;
6. we have reasonable grounds to believe that your use of the Services may violate applicable laws or regulatory requirements;
7. we are acting in compliance with the requirements or order(s) of any relevant regulatory authority, government agency or law enforcement body; or
8. we (or our agents, wholesalers, contractors or suppliers) need to carry out any planned or emergency maintenance, configuration, repairs or improvements to any part of the Services or our Network.

18.3. You will remain liable for Charges during this period of suspension.

18.4. We can terminate your Services or our Agreement with immediate effect and without notice to you if:

1. you breach our Agreement and continue to do so despite receiving notice from us to stop doing so;
2. Charges are outstanding for thirty (30) days or more;
3. you exceed any credit limit in place and fail to make sufficient payments to restore your credit limit within thirty (30) days of us notifying you that you have exceeded your credit limit;
4. you are abusive to us or our agents or you make abusive, offensive, malicious or nuisance calls or communications, or use any of the Services in an offensive way;
5. you have caused or are likely to cause any harm (including failure, interruption, disruption or congestion of or in our Network or any other telecommunications network system or services);
6. we can reasonably demonstrate that you, or any person on your Account have used the Services, or that you allowed another person, to use the Services for an unlawful or fraudulent purpose;
7. we have reasonable grounds to believe that your use of the Services may violate applicable laws, rules or regulations;
8. we are acting in compliance with the requirement of any relevant regulatory authority, government agency or law enforcement body;
9. your credit standing has deteriorated, we believe that there is a risk of non-payment of outstanding Charges or both;
10. you refused to pay the required advance payment, deposit or both;

11. you become (or we can reasonably demonstrate that you are likely to become) insolvent; or
 12. directed to do so by any Court, relevant regulatory authority, government agency or law enforcement body.
- 18.5. Suspension or termination of the Services shall not affect any other rights we may have under our Agreement.
- 18.6. If and when you remedy the breach or default, we may restore your suspended or terminated Services after you pay us for reconnection Charges, and any other Charges related thereto including reimbursement for our reasonable costs in suspending or terminating the Services.
- 18.7. Unless otherwise stated, you will be liable for all Charges incurred (without pro-ration) and such Charges shall be immediately due and payable upon Service termination. You will not obtain a refund on any Charges paid regardless of effective date of termination.

19. Matters Beyond our Reasonable Control

- 19.1. We will not be liable for any delay or failure in performance resulting from any Force Majeure Event.

20. General

- 20.1. This Agreement is personal to you. You may not transfer your account or any of your rights and responsibilities under this Agreement without our written consent. For business reasons, we may transfer, assign or novate any of our rights and responsibilities under this agreement without your permission.
- 20.2. No failure or delay by us to exercise or enforce any of our rights under our Agreement will operate as a waiver of such rights nor will such failure or delay in any way prejudice or affect our rights at any time thereafter to act in strictly in accordance with our rights under our Agreement.

- 20.3. If any provision of our Agreement is held to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of our Agreement shall not be affected.
- 20.4. You agree that we can act on any verbal instructions you give us in relation to the Services.
- 20.5. By providing us feedback about the Services, you also assign to us all rights, titles, and intellectual property rights of the feedback. You may also need to provide us with assistance that we need to document, perfect, and maintain our rights from the feedback.
- 20.6. Except for our related corporations, a person who is not a party to this Agreement has no right to enforce any provision of this Agreement.
- 20.7. Our Agreement is governed by the laws of New Zealand. You and we submit to the exclusive jurisdiction of the courts of New Zealand.

Rocket Mobile Plans Specific Terms and Conditions

Unlimited Mobile Plans Specific Terms and Conditions

These Unlimited Mobile Plans Specific Terms and Conditions apply in addition to the Mobile Services General Terms and Conditions. They set out the basis on which we will provide mobile plans and services to you. Please read these Unlimited Mobile Plans Specific Terms and Conditions carefully, as you agree to be bound by them. The order of precedence in this Agreement shall be in accordance with Clause 1.2 of the Mobile General Terms and Conditions.

Charges for the respective Mobile plans below are listed on our Website.

All Mobile plans are subject to Clause 7 (Fair Usage) of the Mobile General Terms and Conditions.

1. Definitions

Definitions: Unless stated otherwise, capitalised terms used in these Unlimited Mobile Plans Specific Terms and Conditions have the same meaning as given to them in the Mobile General Terms and Conditions. In addition, in these Mobile Services Terms and Conditions:

Add ons: additional features and services that we may offer to you as part of the Services.

2. Terms of Use

- 2.1 There is no data use limit or cap on Rocket Mobile's Unlimited Mobile plans.
- 2.2 Your data access speed will be capped at the listed mobile plan speed that you have signed up for (Rocket Starter 2Mbps, Rocket Lite 5Mbps, Rocket 10Mbps, Rocket Plus 40Mbps or Rocket Max). As with any mobile plan offered by any mobile service provider, however, the actual data access speed that you experience may vary based on several factors, such as location, network capacity, availability of network, maintenance and repairs to the network, electromagnetic interference, excessive use of the network by other customers, equipment failure, equipment compatibility, your geographical locations, weather conditions, etc. Data usage policies apply in accordance with Clause 7 of the Mobile General Terms and Conditions (Fair Usage) if you are deemed to be abusing your mobile plan on the Rocket Mobile network. We reserve the right to amend the Acceptable Usage Policy from time to time without prior notice to you.

- 2.3 Our published charges for pay-per-use calls and SMSes to overseas destinations (i.e. outside of New Zealand and Australia) will apply.
- 2.4 The SIM Card plan and any associated add-ons (where applicable) must solely be used for personal and non-commercial purposes only. You must not resell these plans or add-ons to any Third Party. Your failure to observe this Clause is a material breach of this Agreement, for which we are entitled to terminate the Agreement according to the terms of this Agreement.
- 2.5 SIM Card Plan will include value-added services such as VoiceMail, IDD Service and Missed Call Notifications.
- 2.6 You may change your current SIM Card Plan to a different SIM Card Plan via MyAccount, or via the Rocket Mobile App or Website. Change of SIM Card Plan will take effect in your next Billing Cycle. If you have submitted multiple requests for SIM Card Plan change, we will only take into account the last request submitted before the end of your current Billing Cycle. The change will take effect before the end of your current Billing Cycle. Any associated Charges not reflected in your current invoice (due to your Billing Cycle) will be reflected in your subsequent invoice.

3. Roaming

- 3.1 Rocket Mobile's Daily Roaming plan will be automatically activated at \$8/day when you travel to any destination outside of New Zealand or Australia. Rocket Mobile's Daily Roaming plan allows you to stay connected in 106 different countries around the world (excluding New Zealand and Australia).
- 3.2 With Rocket Mobile's Daily Roaming plan, you will be able to use your Eligible Plan minutes, TXTs and data allowances when traveling in Daily Roaming Destinations for a daily fee.
- 3.3 Your Eligible Plan minutes and TXTs can be used to call or TXT local numbers in the Daily Roaming Destination, local numbers in New Zealand, and local numbers in Australia (if your Eligible Plan includes Australia calling and TXTing).

- Calls and TXTs to any other destination will be treated as international calls or TXTs and all other activity will be charged as per your standard Eligible Plan rates as if you had made the call or TXT from within New Zealand, (excludes any special international rates).

- The Daily Roaming charge applies each day you use your device in a Daily Roaming Destination. The Daily Roaming charge will be triggered when you do any of the following:

- Make a call (including a call to voicemail)
- Receive a call
- Send a TXT
- Use mobile data. This includes any data used by your mobile or data device, including email and any data used by apps on your mobile or data device. (Most devices have data roaming switched off by default. If you would like to disable data roaming while abroad this can be selected through the settings menu on your handset.

The methodology you use to do this will vary slightly by handset brand. It is also dependant on the software version your handset is running, this mean even handsets of the same make could be slightly different to change. We advise you refer to the manufacturer's website or your handset manual for the exact process for your handset.)

- The Daily Roaming charge is only applied on those days that you use your device while in the Daily Roaming Destinations. We'll count a day as 00:00 to 23:59 NZ time. If you travel to another Daily Roaming Destination in the same day you'll only be charged the daily charge once for that one day that you use your device.

- One Daily Roaming charge is applied per mobile data device on an eligible plan. For example, if you are in a Daily Roaming destination and use both your phone and tablet you will be charged a Daily Roaming fee for both devices.

- If you exceed your Eligible Plan allowances you will be charged at your standard Eligible Plan casual rates for making calls and sending TXTs as if you were in NZ. You can find more about these charges in the Rocket Mobile app. If you use up your monthly data allowance while you're overseas you will be given the standard Flexi Data option to purchase another data bundle at your Eligible Plan rates.

- The Daily Roaming Charge will be as set out on our website, and pricing will be subject to change without notice. Please check our website, MyAccount or the Rocket Mobile app before you travel for the latest pricing.
- Daily Roaming charges are in addition to your monthly plan charge and will be applied to your next bill. GST charges apply.
- Maritime or In-Flight Roaming are not included in Daily Roaming, and are subject to separate rates and terms and conditions.
- Charges may be delayed if the external carrier is delayed in advising Rocket Mobile of roaming activity. Please note, there will also be a delay in this activity being available in Rocket Mobile app.
- Daily Roaming is only available to customers who are normally residents in New Zealand, and can only be used in Daily Roaming Destinations for a maximum of 90 consecutive days at a time.
- If you are not in a Daily Roaming Destination, i.e. a destination other than those set out in the list of Daily Roaming Destinations ('Non-Daily Roaming Destination'), other roaming rates will apply, see the Rocket Mobile website for more detail. · Rocket Mobile reserves the right to (hard) steer traffic to certain network operators (i.e. "network lock") based on commercial agreements in place.
- Data roaming availability is also subject to change without notice.

4. Hotspot

- 4.1 Hotspot data is included on all mobile plans with speeds matching your mobile plan. After your Hotspot data allocation is fully utilised, speeds will be reduced to a maximum of 1.2Mbps. Your Hotspot experience will be subject to the proximity of your Hotspot device, your device's Hotspot capability and the network congestion in your area.

Rocket Mobile Acceptable Use Policy

This Acceptable Use Policy applies to your use of our services, and forms part of our agreement with you.

1. Background & overview

- 1.1 As a telecommunication services provider, we are subject to various regulatory requirements and codes of practice. At Rocket Mobile, we recognise and appreciate the importance of these requirements, and strive to maintain a high standard of ethical and professional conduct.
- 1.2 Our Acceptable Use Policy is intended to provide information to our customers on their legal obligations and liabilities in making use of our services, provide a description of practices which are considered abusive or inappropriate and are therefore prohibited, and explain the remedial measures that may be taken by us against any defaulting customers.

2. Your responsible & acceptable use of our services

- 2.1 Please respect the laws and rights of others. You must, at all times, make sure that the way you use our services does not break the law or interfere with the rights of any other person. When using our services or accessing our website, you must not:
 - a. use our services to inconvenience, harass, cause annoyance, nuisance, or interfere with the rights of, any other person;
 - b. use our services for any unlawful or illegal purposes (including to commit a criminal offence);
 - c. use your internet connection to abuse other people or to purposefully receive or distribute unsuitable or illegal material (for example, spam or viruses), or to excessively use our network in busy times in a way which has a detrimental impact on other users of our services;
 - d. use our services in a way that (i) risks degradation of service levels to other customer (including running any application or program that places excessive bandwidth demands on the service for continued periods), (ii) puts our system at risk and/or (iii) is not in keeping with that reasonably expected of a customer in the circumstances;
 - e. deliberately receive, use, own, post, transmit or publish communications that are offensive, abusive, defamatory, obscene, menacing or illegal;
 - f. do anything which is contrary to the acceptable use policies or standards of any of our suppliers;
 - g. insert or knowingly or recklessly transmit or distribute a virus;

- h. seek unauthorised entry into the Rocket Mobile back-office or operations platform, hack into any aspect of the Rocket Mobile service or network, or circumvent, or attempt to seek to circumvent, any of the security safeguards of Rocket Mobile or any of its suppliers;
- i. corrupt data;
- j. break, or try to break, the security of anyone else's equipment, hardware or software;
- k. use your internet connection to harm the service of another internet user or impersonate another user, whether on our network or an external network;
- l. send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities;
- m. on-sell our services to any other person; or
- n. encourage, permit or coerce any third party to do any of the above.

3. Consequences for unacceptable use

- 3.1 If we believe, acting reasonably, that you have abused our services or have failed to comply with this Acceptable Use Policy, we may:
- a. Warning: send you a formal warning specifying the unacceptable conduct and notifying you that repeated breaches may result in your services being temporarily suspended or permanently terminated;
 - b. Suspension: suspend any of our services immediately without notice, for no more than a period of time that is reasonable in the circumstances; or
 - c. Termination: terminate our agreement with you immediately without notice if the abuse or failure to comply with this Acceptable Use Policy is serious, or continues after we have asked you to stop doing so.

4. Abuse procedures

- 4.1 If you encounter an incidence of "abuse" on the Rocket Mobile network, please send an email to us at feedback@rocketmobile or contact our customer service team live chat. We will investigate it and take appropriate action as soon as possible.

5. Changes to this Acceptable Use Policy

- 5.1 We may make changes to this Acceptable Use Policy from time to time, in accordance with our General Terms & Conditions. Any change we make applies from the date the updated Acceptable Use Policy is posted on our website.

Credit/Refund Policy

Your Rocket Mobile account may be in credit due to various reasons such as:

- Overpayment
- A billing error
- Final bill
- Point of sale error or Service issues

However, if we investigate a request and deem that a charge is valid, we won't provide a credit/refund.

Credits/Refunds can only be requested by the Account holder.

If your account is in credit, you can choose from the below options:

1. The credit on your account will be deducted from your future invoices
2. Request a refund by completing the credit form [here](#). It may take up to 5 - 7 business days for the refunds to appear on your nominated payment method.

If you want to check on a refund, or for all other queries [chat](#) with us.

Credit Reporting Policy

At Rocket Mobile, we are committed to maintaining the security of your credit-related information held by us. This Credit Reporting Policy describes how we look after the credit reporting information we obtain or you provide to us when you use our Website and when you sign-up for our products and services.

1. Your privacy: We take a reasonable degree of care to ensure that your Credit-Related Information is accurate, complete, up-to-date and stored in a secure environment, protected from unauthorised access, modification or disclosure.

2. **Credit-Related Information and how we collect it:**
 - a) “Credit-Related Information” refers to credit information, credit eligibility information, and information derived by us from information disclosed by credit reporting bodies.

 - b) Such Credit-Related Information includes your use of our services, name, date of birth and ID such as license, passport, proof of age card, seniors card, mailing addresses, phone number, email addresses, service details, payment details, credit history and other credit-related information.

 - c) We collect your Credit-Related Information from you, from third parties such as credit reporting agencies and suppliers, from public sources and our systems.

3. How we use your Credit-Related Information

We may use the information you provide us to pass onto credit reporting agencies in order to complete a credit check, report instances of fraud, obtain your repayment history and any defaults in payment to Rocket Mobile.

We'll keep this information, in case we need to be in touch with you or if you do not meet your obligations to us. You can request for a copy of this at any time, and you can always request a correction of any details you think are inaccurate.

4. How do I request a copy of my information?

You can request access to and correction of the personal information we hold about you. Unless we have a lawful reason for withholding this information we will provide you with access. To request access to your personal information please write to Rocket Mobile credit team email collections@rocketmobile.co.nz or request a free report from Equifax via online application www.mycreditfile.co.nz or by calling 0800 692 733.

Rocket Mobile: Terms for Roaming with Month-to-Month Plans

1. Agreement.

These terms and conditions form part of your Agreement with Rocket Mobile. The General Mobile Terms and Conditions and the Unlimited Mobile Plans Specific Terms and Conditions will also apply.

For Rocket Mobile Mobile customers who use the Daily Roaming service, these terms and conditions as published on our website and updated from time to time, apply to the use of each mobile and data device on a Rocket Mobile pricing plan that uses Daily Roaming while roaming overseas.

2. Acceptance.

You will be taken to have accepted these terms and conditions as soon as you start using roaming. We may vary these terms and conditions from time to time in accordance with the Mobile General Terms and Conditions.

2.1 Service outside New Zealand.

For your convenience, and to prevent bill shocks arising from high overseas data charges, Daily Roaming will be automatically activated on your Rocket Mobile plan upon entering any overseas destination (outside of New Zealand) that is covered under Daily Roaming. Should you wish to turn off Daily Roaming, you will need to contact Rocket Mobile either via the app or through MyAccount.

For Rocket Mobile customers who have not deactivated Daily Roaming via MyAccount, we will enable roaming on an instantaneous basis upon you entering any Daily Roaming destination. You acknowledge that service outside of New Zealand is provided by external carriers and is subject to those carriers' terms and conditions. You also acknowledge and agree that the enablement of roaming may be subject to delays, based on several factors such as network availability, network load, and the exact location of roaming.

We will do our best to ensure a great roaming experience by providing access to overseas

networks, but we are unable to guarantee the quality or coverage that any other destination provides.

3. Pay Monthly Plans with Daily Roaming.

These Terms and Conditions cover the Daily Roaming, call / TXT rates and data roaming for all Rocket Mobile month to month plans.

Daily Roaming is available across all Rocket Mobile plans, in selected destinations ('Daily Roaming Destinations').

How to get Daily Roaming.

Daily Roaming applies to customers on month-to-month plans: Rocket Starter, Rocket Lite, Rocket, Rocket Plus and Rocket Max. Daily Roaming is also available to month-to-month customers who wish to request Daily Roaming.

4. Charges

Daily Roaming.

- Daily Roaming is available across the following mobile plans: Rocket Starter, Rocket Lite, Rocket Plus and Rocket Max month to month mobile plans. ('Eligible Plans') in selected destinations ('Daily Roaming Destinations'). See a list of Daily Roaming Destinations [here](#).
- Daily Roaming is enabled by default for all Rocket Mobile customers. If you would like to disable Daily Roaming while abroad, you must contact us in advance via MyAccount or the Rocket Mobile App before going overseas.
- With Daily Roaming, you'll be able to use your Eligible Plan minutes, TXTs and data allowances when travelling in Daily Roaming Destinations for a daily fee. For all Eligible Plans, this includes any monthly recurring data Add-Ons but no other Add-Ons or special rates.
- Your Eligible Plan minutes and TXTs can be used to call or TXT local numbers in the Daily Roaming Destination, local numbers in New Zealand and local numbers in Australia (if your

Eligible Plan includes Australia calling and TXTing; see MyAccount for your plan allowances).

- For Eligible Plans, calls and TXTs to any other destination will be treated as international calls or TXTs and all other activity will be charged as per your standard Eligible Plan rates as if you had made the call or TXT from within New Zealand, (excludes any special international rates).
- The Daily Roaming charge applies each day you use your device in a Daily Roaming Destination. The Daily Roaming charge will be triggered when you do any of the following:
 - Make a call (including a call to voicemail)
 - Receive a call
 - Send a TXT
- Use mobile data. This includes any data used by your mobile or data device, including email and any data used by apps on your mobile or data device. **If you would like to disable data roaming while abroad, you must contact us in advance before going overseas.**
- The Daily Roaming charge is only applied on those days that you use your device while in the Daily Roaming Destinations. We'll count a day as 00:00 to 23:59 NZ time. If you travel to another Daily Roaming Destination in the same day you'll only be charged the daily charge once for that one day that you use your device.
- One Daily Roaming charge is applied per mobile data device on an eligible plan. For example, if you are in a Daily Roaming destination and use both your phone and tablet (which are connected to separate Rocket Mobile plans) you will be charged a Daily Roaming fee for both devices.
- For Eligible Plans, if you exceed your Eligible Plan allowances you will be charged at your standard Eligible Plan casual rates for making calls and sending TXTs as if you were in NZ. You can find more about these charges in MyAccount.
- The Daily Roaming Charge will be as set out on our website, and pricing will be subject to change without notice. Please check our website before you travel for the latest pricing.

- Daily Roaming charges are in addition to your monthly plan charge and will be applied to your next bill. GST charge applies.
- Maritime or In-Flight Roaming are not included in Daily Roaming, and are subject to separate rates and terms and conditions.
- Charges may be delayed if the external carrier is delayed in advising Rocket Mobile of roaming activity. In such cases, please note that there will also be a delay in this activity being available in MyAccount.
- Daily Roaming is only available to customers who are normally residents in New Zealand, and can only be used in Daily Roaming Destinations for a maximum of 90 consecutive days at a time.
- If you are not in a Daily Roaming Destination, i.e., a destination other than those set out in the list of Daily Roaming Destination ('Non-Daily Roaming Destination'), other roaming rates will apply. These terms and conditions are set out below.
- Rocket Mobile reserves the right to (hard) steer traffic to certain network operators (i.e. "network lock") based on commercial agreements in place.
- Data roaming availability is also subject to change without notice.
- GST will be charged for all calls, TXTs and data you use while roaming.
- Data roaming does not apply in the following circumstances:
 - For machine-to-machine and telemetry devices, or any other device not operated by a person, data roaming rates specific to these devices and plans apply.
 - For in-flight and maritime data use, casual in-flight roaming and maritime roaming rates apply.
 - Where data roaming bundles do not apply, if you use data while roaming you will be charged for data at the rates set out in your plan and/or at casual data roaming rates (including without limitation in-flight and maritime), as applicable. You agree to be charged for using casual data roaming at the rates set out and advertised by us either via our website or other channels of

communication from time to time.

Data roaming (Rocket Mobile Daily Roaming).

- Data roaming will be automatically enabled on your mobile line, unless you have opted out or unless specified otherwise by us. Data is required for functions such as sending and receiving emails or PXTs, using apps and browsing the internet. **If you would like to disable data roaming while abroad, you must contact us in advance before going overseas.**
- To find out the rates that will apply, see our Daily Roaming product page. Daily Roaming bundles can only be used in the specified destination and cannot be transferred.
- You may only have one Daily Roaming bundle per zone at any one time.
- When reviewing your current Daily Roaming Bundle online or in MyAccount, data usage will be displayed rounded up to the nearest 1MB.
- Daily Roaming does not apply in the following circumstances:
 - For machine-to-machine and telemetry devices, or any other device not operated by a person. Data roaming rates specific to these devices and plans apply.
 - For in-flight and maritime data use, casual in-flight roaming and maritime roaming rates apply.
- Where Daily Roaming does not apply, if you use data while roaming you will be charged for data at the rates set out in your plan and/or at casual data roaming rates (including without limitation in-flight and maritime), as applicable. You agree to be charged for using casual data roaming at the rates set out and advertised by us either via our website or other channels of communication from time to time.

Calling and TXT Charges.

Unless otherwise advised by Rocket Mobile from time to time, all outgoing calls are charged at airtime rates based on the charges from the external carrier. This airtime rate will vary from carrier to carrier. International rates will also apply where you make international calls (including calls to

voiceMail). Charges may change without prior notice and all prices are indicative only. If your pricing plan includes monthly minutes, these minutes do not apply to roaming charges. 0800 (1800) and other special numbers may be charged for by external carriers.

TXT messages sent while roaming have a surcharge applied by the external carrier. The surcharge rate will vary from carrier to carrier. A 160 character limit applies per TXT. If exceeded, you will be charged for an additional TXT and so on, per 160 characters used.

Incoming calls are charged at the international rate applicable at the time the call is made to you. Some external carriers may add an incoming call rate from the time you answer the call. You agree that all charges incurred while roaming will be charged to your monthly statement. You agree to pay all charges in full when they are due. (There may be delays in Rocket Mobile Receiving notice from external carriers of charges to be billed to you. This does not affect Rocket Mobile's right to charge you or receive payment from you.)

In-flight and Maritime Roaming.

In-flight roaming is not included in the Rocket Mobile Daily Roaming rates, but is available on selected domestic and international flights.

Maritime Calls are available on some cruise liners.

Promotions.

Promotional offers to Rocket Mobile New Zealand customers may not apply to you while you are roaming. If you are in doubt please log into your Rocket Mobile account

Liability.

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

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