

Terms and Conditions - Rocket Mobile

Rocket 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.

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

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 (for our monthly plans) or weekly basis (for our weekly plans) 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 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.

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 provide details of a valid debit or credit card and 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"). You must make sure that all information you share with us or any of our agents is accurate and complete. Thereafter, you will be required to complete the order, download our application and activate the SIM card after it is delivered.
- 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. Plans and Services

- 4.1. All our Rocket Mobile Plans are valid for one (1) month (for our monthly plans), or one (1) week (for our weekly plans), commencing on the day you activate your account.
- 4.2. There is no data use limit or cap on Rocket Mobile's Unlimited Mobile plans.
- 4.3. 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.

- 4.4. Data usage policies apply in accordance with Clause 7 (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.
- 4.5. You will be required to purchase Addons before you can make calls, send texts, MMSes and or use premium services.
- 4.6. The Rocket Mobile SIM Card, Plan and any associated Addons (where applicable) must solely be used for personal and non-commercial purposes only. You must not resell these Plans or Addons 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.
- 4.7. Plans will include value-added services such as VoiceMail, IDD Service and Missed Call Notifications.
- 4.8. You may change your current Plan via MyAccount, or via the Rocket Mobile App or Website. The new Plan will take effect in your next Billing Cycle. If you have submitted multiple requests for a change of Plan, 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.
- 4.9. Roaming
 1. To prevent bill shock, you will be required to purchase Rocket Mobile's Daily Roaming Addon if you wish to use your Rocket Mobile Plan at any destination

outside of New Zealand. Rocket Mobile's Daily Roaming plan allows you to stay connected in 106 different countries around the world. If you do not purchase a Daily Roaming Addon, you will not be able to make or receive calls, send TXT, or use mobile data.

2. With Rocket Mobile's Daily Roaming Addon, 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. 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).
4. We'll count a day as 00:00 to 23:59 NZ time. If you travel to another Daily Roaming Destination on the same day you'll only be charged the daily charge once for that one day that you use your device.
5. 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.
6. 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.
7. Maritime or In-Flight Roaming are not included in Daily Roaming; and are subject to separate rates and terms and conditions.
8. 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 the Rocket Mobile app.
9. Daily Roaming can only be used in Daily Roaming Destinations for a maximum of 90 consecutive days at a time.

10. 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 may 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.
 11. 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
 12. Data roaming availability is also subject to change without notice.
- 4.10. Hotspot data is included on all 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.

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. All Plans and Addons must be paid upfront before you can use the Service. This includes the cost of the Plan as well as any addons (e.g., international call bundles).

9.2. To ensure continuity of Service, upon activation, all plans are set to renew automatically. This means your Plan will automatically renew 24 hours before its expiry and you authorise us to take payment of the charges payable for the renewal of your Plan using the payment method details that you provided to us upon registration. You are able to cancel and/or disable automatic renewal by going to your Rocket Mobile app or myaccount.rocketmobile.co.nz.

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. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. If we are unable to make deductions with your debit or credit card, your Plan will not renew and your Services will be suspended until the payment is made.
- 9.8. 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.
10. **Lost or Stolen SIM**
- 10.1. 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. 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.

11. **Changes to the Services or our Agreement**

11.1. 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.

12. **Personal Data**

12.1. 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 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.

13. **Intellectual Property**

13.1. 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.

14. **Disclaimer of Warranties**

14.1. 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.

- 14.2. 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.
- 14.3. 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.

15. **Indemnities**

- 15.1. 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.

16. **Limitations of Liability**

- 16.1. 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.
- 16.2. 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.

16.3. If we are unable to rely on the exclusion of liability set out in Clauses 16.1 and 16.2 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. The limitations and exclusions set forth in this Clause 16 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.

17. **Suspension or Terminating the Services**

17.1. 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 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);
4. we have reasonable grounds to believe that your use of the Services may violate applicable laws or regulatory requirements;

5. we are acting in compliance with the requirements or order(s) of any relevant regulatory authority, government agency or law enforcement body; or
 6. 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.
- 17.2. The Plan will continue running during this period of suspension.
- 17.3. 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. 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;
 3. 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;
 4. 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;
 5. we have reasonable grounds to believe that your use of the Services may violate applicable laws, rules or regulations;
 6. we are acting in compliance with the requirement of any relevant regulatory authority, government agency or law enforcement body;
 7. you have not paid the subscription fee for your Plan or if the payment method on file cannot be debited;

8. you become (or we can reasonably demonstrate that you are likely to become) insolvent; or
 9. directed to do so by any Court, relevant regulatory authority, government agency or law enforcement body.
- 17.4. Suspension or termination of the Services shall not affect any other rights we may have under our Agreement.
- 17.5. 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.
- 17.6. 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.
18. **Matters Beyond our Reasonable Control**
- 18.1. We will not be liable for any delay or failure in performance resulting from any Force Majeure Event.
19. **General**
- 19.1. 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.
- 19.2. 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 strictly in accordance with our rights under our Agreement.

- 19.3. 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.
- 19.4. You agree that we can act on any verbal instructions you give us in relation to the Services.
- 19.5. 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.
- 19.6. 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.
- 19.7. 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 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; send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities;
- l. on-sell our services to any other person; or
- m. 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.co.nz 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.

Rocket Mobile 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, one of the following scenarios will apply:

1. The credit on your account will be used to pay the subscription for plan services
2. You can request a refund by speaking to us on live chat

If you want to check on a refund, or for all other queries chat with us.

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 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.