

1 INTRODUCTION

BizMobile is TelstraClear's mobile service.

2 GLOSSARY OF TERMS

In these terms and conditions, unless the context requires otherwise capitalised terms will have the meaning given to those terms in the Standard Terms. In addition, the following terms have the following meanings:

Mobile Hardware

Means any mobile hardware other than SIMcards (including but not limited to handsets and accessories) that you order from us from time to time;

Mobile Services

Means the mobile services to be provided by us as described in the form of agreement or application form that you sign with TelstraClear, and each component part and feature of those mobile services.

3 CHANGE TO MOBILE SERVICES

- 3.1 Notwithstanding anything in clause 12.1 of the Standard Terms, we may stop providing a Mobile Service or change a Mobile Service at any time including if we are withdrawing a Mobile Service from general availability or replacing a Mobile Service (or part of a Mobile Service) with a new or different mobile service. If we stop providing a Mobile Service or change a Mobile Service as described above, we will give you at least 60 days' written notice thereof.

4 RADIO INTERFERENCE

- 4.1 Without limiting clause 3.3 of the Standard Terms, you acknowledge that the Mobile Services use radio signals and that the Mobile Services may be interrupted due to interference to those radio signals. Mobile Service quality will vary with geography and other factors.

5 YOUR COMMITMENT TO US

- 5.1 You agree that you will:
- not use any handset or other equipment that is not specifically approved by TelstraClear for use on the Network;
 - not use any handset or other equipment that interferes with TelstraClear's or its service provider's ability to trace or intercept telecommunications;
 - return all SIMcards to us on termination of this Agreement (if you do not return any SIMcard within 30 days after disconnection, we reserve the right to charge you for it);
 - keep us protected against any legal action taken against us in connection with your use of the Mobile Services;
 - not use the Mobile Services in any way that is offensive or unlawful or which could interfere with anyone else's use of mobile services;
 - not do anything or introduce anything (including any virus) that may harm our or any third party equipment;
 - not use the Mobile Services to spam, mail bomb, publish any offensive or unlawful material, harvest information about others, create a false identity, transmit or upload material which breaches any third party right or any similar activity;
 - never interfere with any part of the Network; and

- make sure nothing is connected to the Network unless it has a Telepermit or is otherwise approved by us. This helps to ensure that your Mobile Hardware does not damage the Network but does not mean that the Network will always remain compatible with your Mobile Hardware

6 HARDWARE

- Risk in the Mobile Hardware will pass to you upon delivery of the Mobile Hardware to you.
- Title in the Mobile Hardware will pass to you upon payment of the Charges for that Mobile Hardware or, in the case of Mobile Hardware that we have agreed to provide you free of charge, upon delivery of the Mobile Hardware to you.
- Until title passes to you, this Agreement creates a security interest in all Mobile Hardware pursuant to the terms of the Personal Property Securities Act 1999. You agree to sign any documents and provide any information required by us to ensure that our security interest is perfected.
- If any of the Mobile Hardware is under manufacturers' warranties, we will endeavour to give you the benefit of those warranties. Where this is not possible, we will hold those warranties on your behalf. We will have no obligation to negotiate any warranties or indemnities on your behalf with respect to any Mobile Hardware (or any associated software).
- If you make a claim on any warranty that is held by us on your behalf, you must promptly return the item(s) of defective Mobile Hardware to us with their accessories and all original packaging, together with a copy of the invoice and a written claim specifically identifying the defect(s) to:
TelstraClear Mobile Centre
C/- Customer Support Department
TelstraClear Limited
Cnr Taharoto and Northcote Roads
Takapuna
AUCKLAND
- If any item of Mobile Hardware requires repair or replacement because it is lost or damaged and that repair or replacement is not covered by any warranty referred to in clause 5.4 above, or you place an order for additional Mobile Hardware, then the charges for the repair or replacement and/or additional Mobile Hardware will be in accordance with our then current standard charges and you agree to pay all such applicable charges.
- You acknowledge that we are not responsible for any loss of data or other information that may occur in the course of or in connection with the repair of any Mobile Hardware. We recommend that you back-up all data on all item(s) of Mobile Hardware before those items are sent to us for repair or replacement.
- You acknowledge that we are not under any obligation to ensure the continued availability of the make and model of any Mobile Hardware we provide to you.
- You agree not to resell, lease or rent any Mobile Hardware to any other person.
- You acknowledge that access to the Mobile Services is dependant upon your equipment and hardware. If the products you use do not support all of the Mobile Services, we are under no obligation to ensure your access to those Mobile Services.
- You must not remove any trademarks or logos from any of the Mobile Hardware.

7 SIMCARDS

- 7.1 All SIMcards belong to TelstraClear or its service providers and you may not sell, assign, transfer, encumber or otherwise deal in any SIMcard.
- 7.2 These Mobile Service and BizMobile Terms and Conditions create a security interest in all SIMcards in accordance with the terms of the Personal Property Securities Act 1999. You agree to sign any documents and provide any information required by us to ensure that our security interest is perfected.

8 RESTRICTION

- 8.1 In addition to our rights under clause 11 of the Standard Terms, we may, without providing you with prior notification, bar or restrict any user's use of any or all of the Mobile Services if that user is using the Mobile Services or any handset or equipment in a way that causes interference to the Network, or that is offensive or otherwise disruptive. All applicable Charges will continue to accrue with respect to any restricted Mobile Service. We may require you to pay a reconnection charge as a condition of lifting any such restriction.
- 8.2 We may change or restrict the right to roam to and from overseas networks at any time during the Initial Term.

9 NO CLAIMS

- 9.1 Without limiting clause 17.5 of the Standard Terms, you may not bring a claim against any other network operator and/or third party supplier (including their officers, employees, contractors and agents) in connection with or arising from the Mobile Services.

10 TERMINATION

- 10.1 Without limiting clause 12 of the Standard Terms or clause 3.1 above, we may stop providing any Mobile Service or terminate this Agreement if any of our licences or rights to operate on the Network and/or sell the Mobile Services are suspended or terminated (including the termination of any agreement with a telecommunications provider in relation to the Mobile Services).
- 10.2 If you give up any or all of the Mobile Services under clause 12.2 of the Standard Terms or we terminate all or part of the Agreement under clause 12.3 of the standard Terms, then we may require you to pay:
- all Charges for the Mobile Services incurred up to and including the date of disconnection; and
 - any outstanding Charges and other moneys payable by you for the Mobile Services.
 - the early termination charges specified in the form of agreement or application form that you have signed with TelstraClear;
 - if we have provided you with a handset rebate in relation to any item of Mobile Hardware, the amount of that handset rebate (as specified in the form of agreement or application form that you have signed with TelstraClear), multiplied by the number of months and part months remaining in the Initial Term as at the date of termination, divided by the total number of months in the Initial Term; and
 - if we have agreed to waive or discount any installation charge or set-up charge, the amount of the waived charge or the amount by which the installation or set-up charge has been discounted, multiplied by the number of months and

part months remaining in the Initial Term as at the date of termination, divided by the total number of months in the Initial Term.

- 10.3 The above early termination charges replace the early termination charges referred to in clause 13.2 of the Standard Terms, in relation to the Mobile Services only.

11 INFORMATION

- 11.1 You agree that we may collect information about you and your use of the Mobile Services. This information may be obtained from you or generated within the Network when you or anyone else uses the Mobile Services. You agree that:
- we may share information about you and your use of the Mobile Services with our third party suppliers to allow those suppliers to provide the Mobile Services and to comply with interception capability, security, fraud investigation co-operation or emergency response services requirements; and
 - our third party suppliers may use the information about you and your use of the Mobile Services for the purposes described above.

12 CHANGES AND OTHER TERMS

- 12.1 We may change any aspect of the pricing plans and these Mobile Service Terms and Conditions, by giving you 60 days' notice in writing.
- 12.2 Other terms may apply to some of the Mobile Services. Where that is the case we will tell you about those terms. Once agreed in writing those terms will be part of this Agreement.

13 SERVICES PROVIDED BY THIRD PARTIES OVER THE NETWORK

- 13.1 We take no responsibility for the accuracy, completeness or currency of any content or material or services that you may access or have provided to you by a third party through the Mobile Services or for any charges that you may incur by your use of such content, materials or services.
- 13.2 We are not responsible for:
- ensuring that the information you access or make available through using the Mobile Services will be private or secure or free from viruses or other harmful things;
 - any transactions you enter into through use of the Mobile Services or any dealings between you and any advertisers or other third parties using the Mobile Services or your participation in any promotions;
 - any delay in receipt of information you select for transmission to your mobile phone; and
 - fixing any faults in any part of the Internet beyond our Network.

14 BIZMOBILE (VOICE AND DATA) PRICING PLANS

- 14.1 The BizMobile pricing plans are available to business customers who also have their fixed access lines and calling with TelstraClear. We reserve the right to refuse to sell a BizMobile pricing plan to any person or business for any reason including if we believe (in our discretion) that person or business is not a business.
- 14.2 If you downgrade the BizMobile pricing plan on any of your Mobile Services, then you may be liable to pay early termination charges as described in clause 10.2 above in respect of those Mobile Services.

14.3 BizMobile Voice plans

- a) If your BizMobile Voice plan includes any bundled minutes and you do not use all of your bundle of minutes in any month the unused portion at the end of the month cannot be carried forward or redeemed. Bundled minutes do not include calls to international numbers, 0900 calls, operator assisted and directory related services and calls to special numbers.
- b) All mobile to land (national and international) and mobile to mobile calls made within New Zealand are calculated to the nearest second at 1/60th the appropriate per minute rate, then rounded up to the nearest cent. There is a one minute minimum charge for all calls.
- c) All international roaming calls, operator assisted calls and calls to 0900 numbers are charged on a minute plus minute basis.
- d) For calls to 0900 and other premium numbers you will be charged both the 0900 rate (or other premium number rate) and the applicable mobile calling rate.

14.4 BizMobile Data and BizMobile Group Data

- a) Data used in each data session will be charged against your data plan allowance in whole 10KB packets, with part packets rounded up. Megabyte usage is based on the amount of data transferred (both uploading and downloading).
- b) If your BizMobile Data or Group Data plan includes any bundled megabytes, and you do not use all of your bundle of megabytes in any month the unused megabytes at the end of the month cannot be carried forward or redeemed.
- c) All mobile to land (national and international) and mobile to mobile calls made within New Zealand are calculated to the nearest second at 1/60th the appropriate per minute rate, then rounded up to the nearest cent. There is a one minute minimum charge for all calls.
- d) All international roaming data is charged on a per MB basis.

14.5 BlackBerry

- a) Data used in each data session will be charged against your data plan allowance in whole 5KB packets, with part packets rounded up. Megabyte usage is based on the amount of data transferred (both uploading and downloading).
- b) If your BlackBerry plan includes any bundled megabytes, and you do not use all of your bundle of megabytes in any month the unused megabytes at the end of the month cannot be carried forward or redeemed.
- c) All mobile to land (national and international) and mobile to mobile calls made within New Zealand are calculated to the nearest second at 1/60th the appropriate per minute rate, then rounded up to the nearest cent. There is a one minute minimum charge for all calls.