

BUSINESS MOBILE SERVICE SCHEDULE

1. Overview

1.1 This Service Schedule forms part of our agreement with you and applies to our supply of mobile telecommunication services (services) provided by us and/or our Network Provider to you. This Service Schedule applies in addition to our [Business Customer Terms and Conditions](#), our [Business Mobile Plan Schedule](#) and Business Data-Only Plan Schedule (Plan Schedules), our [Privacy Policy](#) and any other Offer Terms or additional or special terms provided to you. Together, these form our agreement with you and are referred to as the agreement.

1.2 In the event of a conflict or inconsistency between parts of the agreement, the following order of priority will apply:

- (a) any special terms;
- (b) any additional terms;
- (c) any Offer Terms;
- (d) the Privacy Policy;
- (e) the Plan Schedules;
- (f) the Business Mobile Service Schedule; and
- (g) the Business Customer Terms and Conditions.

2. Definitions and Interpretation

2.1 Clause and other headings must be ignored in construing these Specific Terms and references to the plural include the singular and vice versa. In this agreement:

Business Day means any day other than Saturday, Sunday, or public holiday in Auckland, Wellington, Christchurch, or Napier.

Network Provider means One New Zealand Group Limited, otherwise known as One New Zealand, and includes its employees, contractors, agents, suppliers and network operators.

Now, we, our, or us means NOW New Zealand Ltd (including its employees, agents, contractors, successors and assignees);

Personal Information has the meaning given to that term under the Privacy Act 2020 and the Telecommunications Information Privacy Code 2020 (each as updated from time to time);

Porting means to transfer a mobile phone number from one Telecommunications Service Provider to another according to the approved industry process;

You or your means you, our customer;

User means the individual end user of a service and/or product (for example, your employee).

2.2 If we use the word “includes” “including” or “for example”, this applies as if the words “but without limitation” were also set out.

3. Your Responsibilities

3.1 You must use the services in the way described in any user guide, policy, specific terms and conditions that are applicable or other instructions issued by us, or our Network Provider.

3.2 You must ensure that each user that uses the services, whether authorised by you or not, complies with the terms of this agreement.

- 3.3 You agree not to use the services to make abusive, offensive or nuisance calls or communications (including spam) of for any illegal or fraudulent purpose. We may immediately cease providing services to you if you do.
- 3.4 You agree to not resell any of our services to another party or otherwise deal in any way the whole or any part of the services.
- 3.5 You must not mask, or in any way alter, the true origin of any call or other transmission over the network.
- 3.6 You must not use the services for any activities constituting improper use including, but not limited to: provision of call centre services, telemarketing, bulk messaging, application-to-person communications, machine to machine communications (including by using your SIM card in any other device), provision of cellular trunking units (or CTUs) or any other activity we reasonably consider to be improper use of the service.
- 3.7 You must comply with any reasonable restrictions or directions we, or our Network Provider, impose regarding the use of the services.
- 3.8 You must comply with our Fair Use Policy. You acknowledge and accept that we and/or our Network Provider may enforce the Fair Use Policy where either of us reasonably believe, acting in good faith, that your usage of the services is excessive, unreasonable or not permitted (as detailed further in clause 14).
- 3.9 You are responsible for making sure that anybody else who you allow to use the services also acts in accordance with the agreement.

4. Mobile Phone Numbers and Number Porting

- 4.1 Mobile phone numbers may be ported to us from a previous provider or we will allocate a Now mobile phone number for use. If we allocate a Now mobile phone number, the phone number does not belong to you or the user and remains the property of our Network Provider.
- 4.2 If you port a mobile phone number from another telecommunications service provider to use with Now, you agree and acknowledge that:
 - (a) You have the authority to request the porting of the mobile phone number or have the relevant consent from the individual who has the right to that mobile phone number, to request porting of that mobile phone number. You will be liable for any loss or damage resulting from breach of this obligation.
 - (b) Porting the number means you will no longer receive service from your current telecommunications service provider. It is your responsibility to discharge any outstanding obligations to that provider (such as early termination charges).
 - (c) Services provided by your current telecommunications provider may not be available with Now.
 - (d) Now may, at its discretion, refuse to port the nominated number for any reason including, for example, if it believes your purpose is fraudulent.
 - (e) Neither Now nor the Network Provider will be liable to you for any direct or indirect loss or damage resulting from a failure or delay in the porting process.
- 4.3 You may port your mobile phone number from us to another telecommunications service provider. To do this you will need to tell the other telecommunications service provider, take all other necessary steps and pay any associated costs. If your number is not ported before your agreement with us ends, it won't be available for you to take with you and we may reallocate that number to another customer.
- 4.4 If your services are suspended, disconnected, or terminated by us for any reason in accordance with this agreement, you may lose your mobile phone number and any data stored on your SIM or voicemail account.

5. SIM Card and Mobile Device

- 5.1 Any SIM card we supply to you remains the property of our Network Provider and must be returned to us if requested. You must keep any SIM we supply to you in good condition. You cannot connect our SIM to another mobile network unless we have advised otherwise.
- 5.2 You must keep the SIM and your mobile device secure at all times. We recommend that, in order to prevent unauthorised use of the services, you use, where available, PINs, passwords, toll barring options and other access code features provided with your mobile device and SIM to ensure that only you are able to access and use the services. You must keep all such PINs, passwords, and access codes confidential at all times. While we will use security screening checks where available, we may assume that any request or instruction we receive is authorised by you if it is made from your mobile device.
- 5.3 If the SIM card we have supplied to you is lost, stolen or damaged, you must let us know immediately. To prevent further unauthorised use of the services or the accrual of further charges, you must suspend the SIM by calling us on 0800 669 249. We may charge you a replacement fee for a new SIM card.
- 5.4 You can blacklist your mobile device by calling us on 0800 669 249 if it is lost or stolen. By blacklisting your mobile device, no person will be able to use it on any New Zealand mobile network. You can cancel the blacklisting at any time by calling 0800 669 249.
- 5.5 To prevent others from using your mobile device if it is lost or stolen, we recommend you set up a PIN number on your SIM card.
- 5.6 You remain liable for all charges incurred in relation to the use of your mobile device or the SIM card issued to you until you inform us that your mobile device or SIM is lost or stolen, and we deactivate the SIM card. Removing the SIM card from your mobile device will not deactivate the SIM card.
- 5.7 The SIM card can only be used for mobile services and must not be used in machine-to-machine equipment.
- 5.8 We are not responsible for any mobile device related faults you experience. If equipment supplied to you by someone other than us does not work properly, you need to contact the relevant equipment supplier or manufacturer, rather than us, about the problem. We are in no way responsible if this equipment is damaged as a result of unauthorised use on our Network, or if it does not work on our Network. We are under no obligation to take any action so you can access the Services using this equipment.

6. Mobile Plans

- 6.1 Now mobile plans are all “Pay Monthly”, which means that you are invoiced in advance for each billing period and pay for your mobile services on a monthly basis.
- 6.2 Your mobile plan contains an allowance of data, minutes and text (“plan allowance”), which varies depending on the mobile plan you select. Your plan allowance:
 - (a) will not be carried over from one month to the next unless specific terms to your mobile plan provide otherwise;
 - (b) may only be used in accordance with the terms and conditions of your mobile plan and may not be credited towards additional services, such as roaming, international calls, 0900 calls and special SMS code numbers;
 - (c) may not be transferred between mobile plans or otherwise transferred or assigned;
 - (d) may not be redeemed for cash, phone equipment, disconnection fees, transfer fees or any other charges; and
 - (e) expires on termination of your agreement with us and any unused part of your plan allowance will be forfeited, and you will not receive a refund.
- 6.3 The plan allowance for all mobile plans (and their included data, minutes, and texts) renews on the 1st of each month.

- 6.4 If a plan is activated part way through a billing month, we will bill the cost of the plan to cover the rest of the month, and the next month in advance.
- 6.5 Any usage charges will be charged in arrears to your account. Any charges you incur while roaming overseas may be billed several months in arrears because of delays receiving information from overseas networks.
- 6.6 You may make one plan upgrade or plan downgrade per connection each billing period. The change will take effect on the date requested and charges will be pro-rated to the billing period.
- 6.7 Additional charges apply for calls and texts not included in the plan allowance. Mobile calling and messaging rates are published on our [website](#). All calls made from a user's mobile when on a Now mobile plan will be assigned to that user and will be deducted from that user's plan allowance or be charged at the standard rate for that destination if there is no allowance.
- 6.8 You are liable for any charges that result from unauthorised use of mobiles service. This includes, but is not limited to, hacking, employee fraud, or usage made on a lost or stolen phone.

7. Data

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

8. Calls

- 8.1 For charging and calculation purposes, all calls will be rounded up to the next full minute. These will then be deducted from your included minutes, or you will be charged accordingly. For example, if you make a call for one minute and 40 seconds this call will be rounded up to two minutes and two minutes will be deducted from your allocation or charged at the appropriate rate.
- 8.2 Some calls such as calls to 123, 0900, calling card access number, audio conference and other special numbers may be charged at higher rates than those included in your Plan. It is your responsibility to check the applicable rate with the relevant service provider.

9. Text

- 9.1 For text messages, a single text message has a limit of 160 standard characters. If you go over this, most devices will break the message into segments with a maximum length of 153 standard characters. Where this occurs, you will be charged your text message rate for each segment sent. Some character sets, such as non-English language keyboards as well as emojis and emoticons, have a 70-character limit per text message and 67 characters per segment. If your message contains special characters, such as emojis, your device may send it as a picture message, or as multiple text messages. If this happens, you'll be charged for each of those text messages or picture messages. Some devices will also convert long text messages which only contain standard characters to picture messages, and you will be charged accordingly.
- 9.2 For calling and text rates which are outside of your plan entitlements, [see our website](#).

10. Voice Messaging

- 10.1 You are responsible for changing the PIN from the present number and setting your own PIN for the Voicemail service. You are responsible for all access into and out of the Voicemail service. We may limit the number and duration of messages that can be left on your Voicemail service.

11. Mobile Coverage and Services

- 11.1 Mobile services may not be available in all areas or to all customers. Where information is readily available to us, we will endeavour to advise you of any such restrictions or limitations at the time you purchase the mobile service.

- 11.2 Coverage and mobile services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks and provider sites, your mobile device, or other operational and technical difficulties which mean that you may not receive some or all of the mobile services in certain areas or at certain times.
- 11.3 Now's plans provide access to faster data speeds from 5G at no extra charge, subject to 5G availability. Now reserves the right to introduce additional charges for 5G in the future. Any changes (including price increases) will be notified to you in accordance with our Business Customer Terms and Conditions.

12. International Roaming

- 12.1 Roaming relies on the use of overseas telecommunication networks which we have no control over. Some services, such as video calling, may not be available while roaming. While roaming you will be subject to the terms and conditions of the relevant network operator. Those terms and conditions will apply in addition to the terms and conditions contained in this agreement.
- 12.2 Roaming charges and zones are subject to change and will be updated on our website. We recommend that you check www.nownz.co.nz/roaming before you travel.
- 12.3 If you are travelling through the service range of a network that is not supported by our Network Provider's roaming partner alliance you will only have access to emergency services. For example, you will not be able to make or receive calls or texts, make a data connection to the local mobile network (though you may be able to connect to local WiFi networks that you are given access to when you are located outside of New Zealand) or have access to your voicemail.

13. Daily Roaming

- 13.1 With daily roaming users can use a plan's minutes, TXTs & data allowances when travelling in daily roaming countries, for a daily fee (in addition to the monthly plan charge). The list of daily roaming destinations is available at www.nownz.co.nz/roaming.
- 13.2 Plan allowances can be used to call or TXT local numbers in the daily roaming destinations visited and local numbers in New Zealand and Australia. Calls and TXTs to any other country will be treated as international calls or TXTs, and all other activity will be charged at the standard plan rates as if the call or TXT had been made from New Zealand.
- 13.3 The daily roaming charge applies to each 24-hour period the mobile device is used in a daily roaming destination. The 24-hour period begins when any of the actions listed in clause 13.4 are undertaken. A TXT will be sent to the user that confirms this has begun. If a user travels to another daily roaming destination in the same day, you'll only be charged the daily roaming charge once per 24-hour period that the mobile device is used.
- 13.4 If the plan includes daily roaming it will be enabled by default and you agree to be charged the daily roaming charge when mobile services are used in a daily roaming destination and you will not need to approve use of our daily roaming services after arriving in a daily roaming destination. Users will still receive a TXT confirming the daily roaming charge has been added to your account when a user does one of the following:
 - (a) makes a call (including a call to voicemail),
 - (b) receives a call,
 - (c) sends a TXT,
 - (d) uses mobile data. This includes any data used by the mobile device, including email and any data used by apps on the mobile device.
- 13.5 You can request that daily roaming is disabled on mobile plans by contacting us on 0800 669 249.
- 13.6 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.

14. Fair Use Policy

- 14.1 The Fair Use Policy may be applied where in the reasonable opinion of us or our Network Service Provider, your usage of the services is excessive and/or unreasonable as detailed further below.
- 14.2 The Fair Use Policy has been developed by reference to average customer profiles, estimated customer usage of our services, and any relevant Data allowances.
- 14.3 If your usage of our services materially exceeds the range of estimated use patterns or is likely to damage or negatively impact the operation of our network, we will consider your usage to be excessive and/or unreasonable.
- 14.4 We may contact you to advise you that your usage is in breach of the Fair Use Policy, and request that you stop or alter your usage to come within the Fair Use Policy.
- 14.5 If your excessive or unreasonable usage continues after receipt of a request to stop or alter the nature of such usage, we may without further notice apply charges to your account for the excessive and/or unreasonable element of your usage; suspect, modify or restrict your use of the services, or withdraw your access to the services.

15. Sharing information with our Network Provider

- 15.1 Our mobile services are delivered using One New Zealand as the Network Provider.
- 15.2 To fulfil our obligations under this agreement, we may need to provide your information to the Network Provider (which may include Personal Information).
- 15.3 You consent to us sharing information about you to our Network Provider to the extent necessary to enable us to supply you with mobile services, including to enable our Network Provider to communicate with you in relation to the mobile services.
- 15.4 We, and our Network Provider (where applicable), may monitor your use of the mobile services and any content made available by or to you through the mobile services to maintain the integrity of the network and mobile services.

16. Privacy and Information

- 16.1 We and our Network Provider collect, use and disclose Personal Information about you, your Users or other representatives in accordance with:
 - (a) the Privacy Act 2020;
 - (b) the Telecommunications Information Privacy Code 2020;
 - (c) our Privacy Policy; and
 - (d) the Agreement.
- 16.2 For the purposes of the Agreement, references to 'you' (and similar words) in the Privacy Policy will be construed as references to your Users or other representatives.
- 16.3 You confirm that your users and representatives consent to and authorise the collection, use, share and disclosure of their Personal Information by us and our Network Provider in accordance with clause 20, and that they are aware of their rights under the Privacy Act 2020 regarding their Personal Information.
- 16.4 Subject to clause 16.1, the main account holder (and any individual with billing account access) is able to view all usage data relating to plans and add-ons linked to that account.
- 16.5 Should an account holder choose to provide their account credentials, namely their account PIN or password, to another person/entity, that person will have billing account access and will have access to account information. In future, this may include the ability to act on their behalf to perform acts like adding and disconnecting connections and add-ons.
- 16.6 You must ensure that all information you give us is correct and complete and you undertake to provide us with such information that we reasonably consider necessary from time to time.

16.7 You must advise us when your Personal Information changes (for example if you change your name, email address, or contact details) or any personal information changes in respect of any users, as may be required from time to time.

17. Liability of other Network Operators and Suppliers

17.1 You acknowledge that no Network Provider or third party whose network or telecommunications services we use to supply services to you (nor any officer, employee, contractor or agent of any such third party) grants or confers any benefit, right or privilege to you (or your users), or is in any way liable to you (or your users) in connection with our supply to you of mobile services including any fault or defect in that network or those telecommunications services that affects our services. This clause is intended to confer a benefit which those third parties can enforce.

18. Termination and Suspension

18.1 Where there is no fixed or minimum term for your service, you may ask us to stop the service or terminate this agreement at any time and for any reason by giving us 5 days' notice. If a fixed or minimum term applies to a service, you may stop that service at the end of the minimum term by giving us 5 days' notice prior to the end of the minimum term.

18.2 Where a fixed or minimum term applies, if you cancel this agreement before the end of the fixed or minimum term you may incur an Early Termination Fee in accordance with clause 4 of our Business Customer Terms and Conditions.

18.3 We may restrict, stop, or suspend the services, or terminate this agreement, at any time if:

- (a) you do not pay for any services by the due date specified on your bill;
- (b) you give us incorrect information;
- (c) you or your users have not complied with the terms and conditions of this agreement or any other agreement with us, such as any terms and conditions relating to Mobile Plans or Additional Services;
- (d) you have not met our standard credit check requirements;
- (e) you go over a credit limit that we have set for you;
- (f) our Network Provider stops or suspends services required for us to provide you services;
- (g) you or anyone who uses your mobile device or SIM damages the network, or puts the network of our Network Provider at risk; or
- (h) you harass, abuse or threaten our staff, or the staff of our Network Provider.

19. Assignment

19.1 You must not assign or otherwise transfer your rights under this agreement without our prior written consent.

19.2 We may assign or transfer all or part of our rights and obligations under this agreement to anyone else.

20. Changes to this Agreement and Services

20.1 We may from time to time amend the Agreement or any other terms that apply to our services. Changes may include (but are not limited to):

- (a) amending or discontinuing a service, a package of services, and/or a plan on a service;
- (b) changing the speed of a service or amount of data available on a service;
- (c) changes to our pricing and rates (subject to our Offer Terms or any other special or additional terms);
- (d) changes to our fees;
- (e) changes to the technology by which we provide a service;

- (f) changes to the terms applicable to a service;
- (g) changing any phone number we allocate to you.

- 20.2 Where changes are made to the Agreement or any other terms that apply to our services that are minor and either beneficial to you or of immaterial consequence to you (including a change to more closely align them with good industry practice or mandated requirements), no notice of the changes will be given to you. We can reduce our charges or our fees at any time without notice. By continuing to use the services, you agree to such amended terms or additional terms.
- 20.3 If we make a change other than in accordance with clause 20.2, we will give you not less than 10 Business Days' notice of the changes (or if the change is caused by a third party change and we cannot give you 10 Business Days' notice, we will give you as much notice as reasonably possible) by sending you an email or letter to the last email address or postal address you have given us. In addition, we may also use one or more of the following methods:
- (a) calling you;
 - (b) including a statement on your invoice;
 - (c) putting a notice on our website; or
 - (d) a combination of the above.
- 20.4 Unless otherwise set out in this agreement, our accounts or notices to you will be:
- (a) delivered to your address;
 - (b) mailed to the latest postal address you have given us;
 - (c) sent to the latest email address you have given us;
 - (d) by telephone call in case of urgent requirements; or
 - (e) by putting a notice on our website.
- 20.5 Notices will be considered to have been received by you three days after being mailed by us or our mailing agent, on the day of delivery if delivered to your address, on the day of transmission if sent by email or other electronic means, or on the day of publication for notices on our website.
- 20.6 If you reasonably believe that changes made under clause 20.1 are detrimental to you, we may permit you to remain on the unchanged terms, if possible, or you may terminate the affected service and/ or, if applicable, our agreement with you without incurring any exit or other Early Termination Fees, by giving us notice within a reasonable time of our notification of the change. You will need to pay any outstanding amounts on your account.
- 20.7 However, where we change the manner or technology by which we provide a service, provided the service itself remains materially similar, this shall not be a reason for you to terminate the service. If you do not terminate the service and/or these Terms or any additional terms in accordance with clause 20.6, you agree to the change.
- 20.8 Unless you are notified otherwise, changes under clause 20.3 will come into effect at the end of the notice period advised. Changes under clause 20.2 will come into force from the date they are made.