

All Mobile Services are subject to our Fair Usage Policy. We may apply our Fair Usage Policy where in our reasonable opinion your usage of our Services is excessive and/or unreasonable as detailed in this paragraph. We have developed our Fair Usage Policy by reference to our average customer profiles and estimated customer usage of our Mobile Services. If your usage of our Mobile Services exceeds estimated usage patterns over any month, then your usage will be excessive and/or unreasonable. If your usage is excessive and/or unreasonable we may contact you to advise you that your usage is in breach of our Fair Usage Policy. 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; suspend, modify or restrict your use of the Mobile Services or withdraw your access to the Services.

### **Restricted Use**

We can suspend, bar, re-direct or restrict your usage of any or all of the Services or disconnect your connection and end this Agreement without telling you if:

- Your usage of the Mobile Services is unusual or excessive;
- You use your Mobile Service for Voice over Internet Protocol or Messaging over Internet Protocol services;
- You continue to use the Mobile Services in breach of our Fair Use Policy after we have contacted you to discuss your excessive usage;
- You tamper with or modify any SIM card other than in accordance with instructions given to you by us;
- We suspect you of using the Mobile Services for any illegal or fraudulent activity; or
- All of the Mobile Services are permanently or temporarily (for any reason) unavailable to you;
- And all charges for any Mobile Services will be payable by you in accordance with this Agreement.

### **Roaming**

Service outside New Zealand:

- Subject to your Base Minutes Plan, and to your meeting our credit criteria, we will enable roaming within 48 hours of receiving your request. You acknowledge that service outside of New Zealand is provided by external carriers and is subject to those carriers' terms and conditions.

### **Charges**

Unless otherwise advised, 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.

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 M2 receiving notice from external carriers of charges to be billed to you. This does not affect M2's right to charge you or receive payment from you.)

### **Promotions**

Promotional offers may not apply to you while you are roaming. If you are in doubt please call Customer Services before you leave New Zealand for specific promotion details.

### **Liability**

As roaming involves services are provided by parties other than M2NZ Limited, 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).

### **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 your On Account Connection agreement.

### **Data Roaming**

If you wish to register for and use our data roaming service then the following provisions will apply in addition to, and without limiting, the other "General Provisions" set out above:

- Before travelling overseas you must have a current Connection Agreement as an on-account customer;
- You must have a data capable device connected for overseas data roaming;
- You agree to be charged for using data roaming at the rates set out by external carriers advertised by us, either on our website or via other means from time to time. While we frequently update the website, we accept no liability for fluctuating prices with overseas carriers. We recommend you check on pricing with overseas networks at the time of roaming.
- You acknowledge costs are measured on data volume. The speed at which a device receives data impacts volume and therefore price. Since overseas networks vary their data speeds ensuing charges will relate to the amount downloaded rather than time spent online.