

M2 NZ Ltd PO Box 90490 AMSC Tel: 0800 628 255 Fax: 0800 329 464 Email: info@m2nz.co.nz

Consultant's Name	Team/Dealership	Customer no. (if existing M2 Customer)	Password for phone/internet enquiries
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

APPLICANT DETAILS

Company Name, Legal Name and Trading Name if applicable (or Full Name for Individuals):		Company Number (DOB for Individual applications):	
Street Address:	Suburb:	City/Town:	Pcode:
Billing Address (if different from site address above):	Suburb:	City/Town:	Pcode:
Authorised Contact Name and Position Held (for business applications):	Email*:	Tel (Fixed):	Fax:
Driver's License No. or other Photo ID:	Version No.:	*I consent to this email address being used for the delivery of invoices, notifications and marketing material from M2 Telecommunications.	
Additional Contact Name and Position Held (for business applications):	Email*:	Tel (Fixed):	

SERVICE TYPES REQUIRED (Tick all applicable services)

Fixed Line Existing / New 0800 / 0508 Service Mobile Mobile Broadband

I ACKNOWLEDGE THAT I AM APPLYING FOR THE SERVICE/S TICKED ABOVE AND HAVE RECEIVED AND READ A COPY OF THE TERMS & CONDITIONS.

Signature of Applicant:	Date:
<input type="text"/>	<input type="text"/>

NOTICE TO CUSTOMER: RIGHT OF CANCELLATION: (for non-business sales only) - You have for a short time a legal right to cancel this Agreement. You can do this by completing and giving to **M2NZ Ltd PO Box 90490 AMSC**, before the end of the period of 7 days beginning with the day after the day on which you signed the agreement, the notice of cancellation handed to you on that day. You can give notice by posting it in a prepaid letter, or by delivering it, to the above-named vendor at the address shown in this statement. If you cancel this agreement any money you have paid must be refunded to you. If you have given any goods in part exchange (trade-in) these goods, or their value, must also be returned to you. If you have received the goods purchased by you, you need take no action to return them but can wait for them to be collected. You need not hand them over unless you have received a request to do so and have had your money and goods (trade-in) returned to you.

COPY OF IDENTIFICATION ATTACHED (APPLICABLE TO INDIVIDUALS ONLY)

Primary ID Secondary ID ID Type

Previous address details (if residing in current address less than 6 months)

Street Address:	Suburb:	City/Town:	Pcode:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PAYMENT AUTHORISATION

Direct Debit from Bank Account OR Debit from Credit Card
(DDR authority attached) OR (as follows)

CREDIT CARD DETAILS: By providing this information you are authorising M2 to process payments using the following credit card details for your monthly charges for the Services.


Cardholder's Name:	Credit Card Number:	Expiry date (mm/yy):
<input type="text"/>	<input type="text"/>	<input type="text"/>
Cardholder's Signature:	Card Type:†	
<input type="text"/>	<input type="text"/>	

(†VISA, Mastercard, AMEX and Diners cards accepted)

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Company Name, Legal Name and Trading Name if applicable (or Full Name for Individuals):	Customer no. (if existing M2 Customer)								
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FIXED LINE SERVICE



MONTHLY TRAVEL DOLLARS
This agreement will only Proceed subject to a Successful M2 bill match

UP TO 15% OF M2 CALL SPEND

Agreement Term in Months

Customer Initials

Other Program Option:

"Refer-a-Friend" incentive explained

(Referred By) Name:

(Referred by) Contact No.:

For additional services, please use Additional Services Form

INFORMATION REQUIRED BY M2
If you have additional numbers, photocopy this section and attach to this Application

Enter your telephone / fax numbers above including area code.

TYPE OF SERVICE REQUIRED (CUSTOMER TO INITIAL) :

Long distance, national, international and fixed to mobile

Full Service

Re-sign

New Service Number

APPLICANT DECLARATION

As the Legal Lessee or duly authorised representative for the service numbers listed in this application, I/we hereby apply for M2 NZ Ltd CN 1750309 (T/A "M2") Services as specified and acknowledges that M2 will bill me for the Services requested. Services will be supplied through network operators ("Carriers") nominated by M2 and I/we agree that M2 may change Carriers at any time without reference to me. I/We hereby authorise M2 to notify any relevant Carrier to effect any such changes, including authority to change Carriers by NCA. I/We acknowledge that I/We remain connected to my existing services until M2's services have been activated. The Applicant acknowledges that such services will only be provided after acceptance of this application by M2 and in particular following credit checks. The Applicant understands and agrees to the M2 Terms and Conditions and acknowledges that M2 Services will be provided in accordance with the M2 Terms and Conditions which the applicant has read and understood. I/We agree to M2 in obtaining from a credit reporting agency a report containing personal credit information in relation to personal or commercial credit provided by M2, or otherwise as set out in the M2 Terms and Conditions.

Name of Applicant One:	Signature of Applicant One:	Date:
(If applicable) Name of Applicant Two:	Signature of Applicant Two:	Date:

1. Phone & Fly terms & conditions apply, please refer to the 'M2 Phone & Fly Program' section of the Summary of Standard Form of Agreement for details.

NB: ONLY VALID WITH A COMPLETED CUSTOMER APPLICATION & PAYMENT AUTHORITY FORM.

M2 NZ Limited CN: 1750309 M2NZ AP 40219

M2 NZ Ltd PO Box 90490 AMSC Tel: 0800 628 255 Fax: 0800 329 464 Email: info@m2nz.co.nz

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INBOUND 0800/0508 SERVICE REQUEST

<p>SERVICE DETAILS</p> <p>Request for a new service <input type="checkbox"/></p> <p>Request porting of an existing number <input type="checkbox"/></p> <p>Change to an existing M2 service <input type="checkbox"/></p> <p>MONTHLY TRAVEL DOLLARS</p>	<p>TOLLFREE NUMBER</p> <p>0 <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/></p> <p><input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> Agreement Term in Months</p> <p><input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> Customer Initials</p>	<p>TERMINATING NUMBER</p> <p><input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/></p>
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'UP TO 15% OF CALL SPEND'

NB. The 0800/0508 number allocated should not be used until connection is finalised. We recommend you do not proceed with printing stationery until the connection is complete and you have been notified by M2 Telecommunications.

TOLLFREE FEATURES REQUIRES (CUSTOMER TO INITIAL)
 (Additional ongoing, setup and modifications charges may apply - please contact Customer Service for a list of these charges.)

<input type="checkbox"/> Follow Me	<input type="checkbox"/> Toll Free Notification	<input type="checkbox"/> Extension Routing
<input type="checkbox"/> Menu/Call Routing	Voice over style (please tick) <input type="checkbox"/> Male Voice <input type="checkbox"/> Female Voice	

Voice message required:

TIME OF DAY DIVERSIONS

Business Hours: Start: <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> AM/PM	End: <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> AM/PM	Terminating Number: <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
Business Hours: Start: <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> AM/PM	End: <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> AM/PM	Terminating Number: <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>

TIME OF DAY DIVERSIONS

Terminating number: <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	PIN 1: <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	PIN 2: <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	National Holiday: <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
			Regional Holiday: <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>

CALL ADVANCE ON BUSY/NO ANSWER

Diversion 1: <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	<p>CALL SCREENING (List call types to block eg: payphones, international, etc)</p> <p>1: <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></p> <p>2: <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/></p>
Diversion 2: <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	

APPLICANT DECLARATION

I certify that I have the authority to apply to M2 NZ Ltd CN 1750309 (T/A 'M2') for an 0800 / 0508 number or make changes to an existing service and acknowledge that: M2 will bill me for charges, including call charges and the monthly charges made from my tollfree service. The service will be provided subject to the provisions of M2 terms and conditions. M2 may select the carrier in order to supply the service. M2, credit providers and the Carrier(s) may exchange call charging and company account information. Payment of a fee for a number does not give me ownership of that number, nor does it give me the right to sell or otherwise deal with that number. I have read and agree to be bound by the terms and conditions which form part of this application. This application will only be approved if the tollfree service number is available.

The applicant by its duly authorised officer, attests to understanding and accepting the M2 Terms and Conditions

Name of Applicant One:	Signature of Applicant One:	Date:
(If applicable) Name of Applicant Two:	Signature of Applicant Two:	Date:

1. Phone & Fly terms & conditions apply, please refer to the 'M2 Phone & Fly Program' section of the Summary of Standard Form of Agreement for details.

NB: ONLY VALID WITH A COMPLETED CUSTOMER APPLICATION & PAYMENT AUTHORITY FORM.

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Company Name, Legal Name and Trading Name if applicable (or Full Name for Individuals):	Customer no. (if existing M2 Customer)								
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MOBILE SERVICE

NEW SERVICE REQUEST / MOBILE SERVICE NUMBER TO BE PORTED TO M2 TELECOMMUNICATIONS - INDIVIDUAL

Current MSISDN (Write "New" for new service requests)	Basic Minutes (Plan Name)	Term^ Mnths	Monthly Access Fee# \$	Handset Model	Upfront Cost \$	Current Service Provider	Account Number (Post Paid services) or SIM Number (Pre-Paid Services). Provide ESN or MEID if porting a TNZ prepaid service.

Text Select*	Mobile Internet Select*	Unlimited Select*	International Select*	Bonus Minutes
<input type="checkbox"/> Text 100 \$	<input type="checkbox"/> Data 3 MB \$	<input type="checkbox"/> 02	<input type="checkbox"/> Top 5-45 Minute \$	<input type="checkbox"/> Bonus 200 Minutes On-Net
<input type="checkbox"/> Text 200 \$	<input type="checkbox"/> Data 15 MB \$	<input type="checkbox"/> 02	<input type="checkbox"/> Top 5-90 Minute \$	
<input type="checkbox"/> Text 600 \$	<input type="checkbox"/> Data 250 MB \$	<input type="checkbox"/> 02		
<input type="checkbox"/> Text 2,000 On-Net \$	<input type="checkbox"/> Data 1 GB \$			
Monthly Minimum cost~ (#Access Fee + *Fleet Plus)	\$	TOTAL MINIMUM COST FOR AGREEMENT TERM PLAN (-Mon. Min. cost x ^Term) + *Upfront Cost		\$

NB: The Billing Authorisation Form for Additional Service – Individual, must be completed for additional mobile service numbers.

NEW SERVICE REQUEST TO M2 TELECOMMUNICATIONS - FLEET

Fleet Monthly Access Fee# \$	Term^ Months	Fleet Plus* \$	Tech Fund* \$
Monthly Minimum cost~ (#Access Fee + *Fleet Plus)	\$	TOTAL MINIMUM COST FOR AGREEMENT TERM PLAN (-Mon. Min. cost x ^Term)	\$

NB: The Billing Authorisation Form for Additional Service – Fleet must be completed for all mobile service numbers participating within the fleet plan.

CUSTOMER PORTING AUTHORISATION:

I declare that I have a contractual right to the Mobile Station Integrated Services Digital Network(s) (hereinafter referred to as MSISDN) shown above and am authorised to request porting of the MSISDN(s). I authorise the MSISDN, the Gaining Service Provider and the Network Type (M2 GSM) to be disclosed to other Network Provider and portability Service Suppliers for the purpose of routing of calls, customer network fault management and routing of SMS messages to that MSISDN after porting activity.

I acknowledge that I have been advised that:

- (i) there may be services that might not be supported by the Gaining Service Deliverer or M2, and by Porting the MSISDN(s), any services and/or Related Services associated with the MSISDN(s) may or may not be disconnected from the Losing Service Provider and may result in finalisation of the account for the service(s).
- (ii) if I continue to use the existing handset, it may need to be unlocked and/or reprogrammed at my expense, prior to porting.
- (iii) although I may have the right to Port the MSISDN(s), there may be costs and obligations associated with the existing mobile service(s) and Porting the MSISDN(s). I may or may not be in an existing contract with the current Carriage Service Provider(s).

The Applicant by its duly authorised officer, requests and authorises porting of the Mobile Service Number/s shown above to M2.

Name of Applicant One:	Signature of Applicant One:	Date
(If applicable) Name of Applicant Two:	Signature of Applicant Two:	Date

APPLICATION FOR M2 MOBILE SERVICE AND ACKNOWLEDGEMENT OF OBLIGATIONS:

I hereby apply for M2 NZ Ltd CN 1750309 (T/A "M2") Services as specified and acknowledge that M2 will bill me for the Services requested for the MSISDN(s) listed in this Agreement. Services will be supplied using the Vodafone GSM network. I acknowledge that I remain connected to my existing services until M2 services have been activated. I acknowledge that such services will only be provided after acceptance of this application by M2 and in particular following credit checks. I acknowledge that M2 services will be provided in accordance with M2 Telecommunications Terms and Conditions, which I have received, read and understood. I agree to M2 obtaining from a credit reporting agency at its discretion, a report containing personal credit information in relation to personal or commercial credit provided by M2, or otherwise as set out in the M2 Terms and Conditions.

Name of Applicant One:	Signature of Applicant One:	Date
(If applicable) Name of Applicant Two:	Signature of Applicant Two:	Date
Requested date for porting service:		

NB: ONLY VALID WITH A COMPLETED CUSTOMER APPLICATION & PAYMENT AUTHORITY FORM.

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Company Name, Legal Name and Trading Name if applicable (or Full Name for Individuals):

Customer no. (if existing M2 Customer)

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MOBILE BROADBAND SERVICE				
Agreement Term	Service Type	Monthly Access Fee	Upfront Cost	Total minimum cost for Agreement Term
<input type="checkbox"/> 24 Months	<input type="checkbox"/> 1 GB <input type="checkbox"/> 3 GB	\$	\$	\$
<input type="checkbox"/> Month to Month	<input type="checkbox"/> 1 GB <input type="checkbox"/> 3 GB	\$	\$	\$
Existing M2 Service Type		(Please ensure M2 Customer no is stated above)		

APPLICATION FOR M2 MOBILE BROADBAND SERVICE AND ACKNOWLEDGEMENT OF OBLIGATIONS:
 I hereby apply for M2 NZ Ltd CN 1750309 (T/A "M2") Services as specified and acknowledge that M2 will bill me for the Mobile Broadband Service(s) requested in this Agreement. Services will be supplied using the Vodafone GSM network. I acknowledge that such services will only be provided after acceptance of this application by M2 and in particular following credit checks. I acknowledge that M2 services will be provided in accordance with M2 Telecommunications Terms and Conditions, which I have received, read and understood. I agree to M2 obtaining from a credit reporting agency at its discretion, a report containing personal credit information in relation to personal or commercial credit provided by M2, or otherwise as set out in the M2 Terms and Conditions.

Name of Applicant One:	Signature of Applicant One:	Date
(If applicable) Name of Applicant Two:	Signature of Applicant Two:	Date
Requested date for porting service:		

NB: ONLY VALID WITH A COMPLETED CUSTOMER APPLICATION & PAYMENT AUTHORITY FORM.

Important Customer Information – Your Rights and Obligations

This is a summary of the Standard Form of Agreement (**SFOA**) for the provision of telecommunications services by M2 NZ Limited CN 1750309 (**M2**). It sets out the key terms and conditions which we will provide you with our services. This summary does not override or change the SFOA, it is designed to give you information about what the SFOA provides and some of its important terms. If you would like more detail about your rights and obligations, a copy of the SFOA and terms and conditions specific to the telecommunications services and products provided by M2 can be obtained via our website www.m2nz.co.nz (**Website**) or by contacting Customer Service on 1800 636 758.

PERIOD OF AGREEMENT

Your agreement commences on the date you sign your customer application form (**CAF**) or execute a voice recording agreement (**Customer Authorisation**).

The agreement remains in force for the term specified in your Customer Authorisation (**Agreement Term**) or until the Service is cancelled in accordance with the SFOA.

PROVISION OF SERVICES

Your telecommunications service (**Service**) will be provided by M2.

You acknowledge that, although M2 will take all reasonable steps to make sure you receive the highest quality service within our coverage areas, the Service is not totally free from faults or interruptions. Certain factors, such as network congestion, maintenance, geographic factors, obstructions or interference may mean you will not receive the normal quality of service in certain areas at certain times. Provision of the Service is subject to our Fair Use Policy (where applicable), which is available via our Website or by contacting Customer Service.

FEES AND CHARGES

M2 will invoice you monthly for the Services in accordance with our current fees and charges which are available via our Website or by contacting Customer Service.

Charges may include access charges, usage charges, administration charges, suspension or cancellation fees, late payment fees, payment dishonour fees and reconnection, relocation or reactivation fees.

The amount of fees and charges will depend upon the type of Service and may also vary depending upon the time of day you use the Service (peak and off-peak periods), where you are calling from or to, the type of call and whether any discounts are applicable. Further information on fees and charges can be found on our Website or by contacting Customer Service.

For the first month of connection of the Service, any package plan fees and included call credits will be applied pro rata, based on the number of days from the date of connection to the end of the monthly billing cycle. Unless specifically stated, all charges are net of all discounts.

M2 may offer rebates, discounts or call credits in conjunction with specific programmes or promotions which may be offered from time to time to certain customers. The value of the rebate, discount or call credit will be determined in accordance with the specific program or promotion. Please refer to the terms and conditions of the program or promotion for further information regarding the amount of any rebate, discount or call credit and how it is determined. Please note, discounts, rebates and/or credits offered in conjunction with specific criteria may be adjusted on a pro-rata basis if these criteria fail to be met.

You are responsible for all fees and charges incurred for the Service, even if you did not authorise the use of the Service, the Service is unavailable or you are unable to access it, subject to your rights under the SFOA. M2's records are sufficient evidence of the amount payable on an invoice unless shown to be incorrect.

BILLING AND PAYMENT

Invoices are issued monthly and depending upon the type of Service, will be for charges in advance and/or arrears. Invoices are issued your mailing address as specified by you at Customer Authorisation, and may also be issued via email upon request. There is no fee applicable to the issue of an invoice via paper or electronic media.

Invoices are due within 14 days of issue (**Due Date**). All charges must be paid on or before the Due Date and where payments are received later than the Due Date; you will be charged a late payment fee in accordance with our current fees and charges, which are available on our Website or by contacting Customer Service. Your Service may

also be suspended or terminated in accordance with the terms of the SFOA. Any applicable discount, rebate or credit may also be forfeited.

Methods of payment include payment via credit card, direct debit from your nominated bank account or automatic debit of your nominated credit card (a \$1.50 fee applies for credit card payments unless via automatic debit), payment by cheque, money order or BPAY.

PERSONAL INFORMATION AND CREDIT REPORTING

Personal information can include your name, address, type and your use of our Service(s) and credit rating (**Personal Information**).

M2 may:

- collect, use and disclose Personal Information about you, in accordance with privacy laws and M2's Privacy Policy; obtain a credit report, which may contain personal information concerning you from any credit reporting agency in order to process your Customer Authorisation and/or for credit management purposes during the Agreement Term;
- provide credit information to any credit provider or credit reporting agency or each other; and
- disclose to a credit reporting agency outstanding amounts which are overdue by more than 60 days, and for which debt collection action has commenced.

Further information can be obtained by viewing M2's Privacy Policy, which is available via our Website.

SUSPENSION AND TERMINATION

Either party may terminate the agreement by providing not less than 30 days notice.

You may also cancel the Service any any time without liability if M2 breaches a material term of the SFOA and fails to remedy that breach. If you acquire the Service via door-to-door sales or telemarketing, you may also cancel the Service prior to the expiry of any applicable cooling-off period.

Should your Service be subject to a minimum Agreement Term and you elect to terminate prior to the expiry of the minimum term, an early termination fee (or handset recovery fee) (**ETF**) may apply. Information relating to an applicable ETF can be found on our Website or by contacting Customer Service.

M2 reserves the right to suspend or terminate the provision of Services to you, where charges owing to us or any amount owing remain outstanding after 30 days, unless M2 has received written notice from you of a bona fide dispute in relation to those charges. In the event that your Service is suspended, you may be charged a reconnection fee.

M2 may also suspend or terminate your agreement immediately by notice if:

- an emergency requires it or we are required to by a regulator;
- we suspect fraud in relation to the Service or M2 (and its related companies) considers you to be a credit risk;
- you have breached the terms of the SFOA and fail to remedy that breach upon notice to do so, or
- a liquidator or receiver, or receiver and manager, or any other administrator of your business or assets is appointed.

In the event that your agreement is terminated, you remain liable for all charges payable under the agreement in respect of Services provided up until the date of termination or transfer of all services to your newly appointed carrier or service provider.

FAULT REPORTING AND COMPLAINTS

M2 will repair faults relating to the Service which are a result of a fault on the applicable network. M2 is not responsible for repairing faults which are caused by equipment not owned by us. You may be charged for rectifying faults which are deemed to be your responsibility.

For faults relating to goods or equipment supplied to you by M2 (ie mobile phones, modems) your rights are governed by the Consumer Guarantees Act 1993 (for consumers), and any applicable manufactures warranty.

You may report a fault by contacting M2. Contact numbers can be found on your monthly invoice or via our Website.

M2 will handle all complaints in accordance with its Complaints Handling Policy, a copy of which will be supplied upon request.

LIMITATION OF LIABILITY

For Consumers: M2 is liable to you in accordance with your rights under the Consumer Guarantees Act 1993 and other applicable laws. We may also be liable to you in accordance with the terms of the SFOA.

For Businesses: M2 accepts no liability for consequential loss (including loss of profits or business) arising out of the provision of or failure of the Service.

VARIATION OF AGREEMENT

M2 may vary this Agreement, including fees and charges and rates, with 30 days written notice. You will be notified of any detrimental variations by way of an advertisement in a National newspaper circulating in the capital city of your resident state; a statement in your monthly invoice, and/or revised terms will be posted on our Website. If we alter the SFOA but it does not cause any detrimental affect to your Service, we reserve the right to make these changes without notifying you through advertising or direct contact.

An up-to-date copy of the SFOA can be accessed via our Website or by contacting Customer Service.

PRIVACY ACT 1993

By signing the customer application form you also agree that M2 may collect, use and disclose Personal Information about you, in accordance with the Privacy Act 1993. You can access M2's Privacy Policy by visiting www.m2nz.co.nz. Please refer to the website for information regarding use of your personal information by M2.

M2 PHONE & FLY PROGRAM (where applicable)

I. Travel Dollars are accrued on calls to National and International numbers, and Fixed to Mobile calls, and held in a dedicated holding account subject to payment of your account in full by the Due Date each month.

II. Your Travel Dollar balance will be issued monthly and will be shown on your M2 bill. Up to date Travel Dollar account information may also be obtained by calling Customer Service.

III. Current customers can redeem Travel Dollars through our nominated agent/s by calling the redemption number shown on the Travel Dollar Statement. A booking fee may be charged for some services. You will be advised at the time of making your booking if applicable.

IV. This agreement will only be processed by M2 upon successful completion of M2's proprietary "Bill Match" analysis of the customer's existing telephone account(s), unless otherwise agreed to by the customer.

V. *In certain situations, the percentage paid in Travel Dollars may be less than the standard 15%. In such situations, M2 will notify you of the revised percentage prior to activation of Services.

VI. You acknowledge that our nominated agent/s do not have any responsibility to you to pay your Travel Dollars and that M2 is solely responsible in that regard.

VII. Any outstanding monies unpaid by the Due Date of the final invoice will be deducted from accrued Travel Dollars. Travel Dollars not redeemed within 60 days of your notification of cancellation will be forfeited.

VIII. If you terminate or transfer any of your services away from M2 prior to the expiry of the Agreement Term shown on the customer Agreement form then an Early Termination Fee of \$90 inc GST per line will be applied.

IX. If you wish to terminate your Agreement, your agreed term of commitment must have expired. If the agreed term has expired then you must provide at least 30 days prior notice in writing to M2. If written notice is not provided all accrued Travel Dollars may be forfeited.