

Summary of Standard Form of Agreement



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 Ltd (T/A B+W or Black + White). 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 B+W can be obtained via our website www.bw.co.nz (**Website**) or by contacting Customer Service on 0800 892 150.

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 B+W.

You acknowledge that, although B+W 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

B+W 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.

B+W 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. B+W'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 by email as specified by you at Customer Authorisation.

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.

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). B+W may:

- collect, use and disclose Personal Information about you, in accordance with privacy laws and B+W'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 B+W'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 at any time without liability if B+W 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.

B+W reserves the right to suspend or terminate the provision of Services to you, where charges owing to us or any amount owing remain outstanding, unless B+W 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. B+W 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 B+W (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

B+W will repair faults relating to the Service which are a result of a fault on the applicable network. B+W 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 B+W (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 B+W. Contact numbers can be found on your monthly invoice or via our Website. B+W 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: B+W 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: B+W accepts no liability for consequential loss (including loss of profits or business) arising out of the provision of or failure of the Service.

SFOA.

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VARIATION OF AGREEMENT

B+W 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 B+W may collect, use and disclose Personal Information about you, in accordance with the Privacy Act 1993. You can access B+W's Privacy Policy by visiting www.bw.co.nz. Please refer to the website for information regarding use of your personal information by B+W.