



# UBT IT&T Terms & Conditions of Sale

The Purchaser Acknowledges the following:

## 1. Commencement and term

This Agreement begins when you enter into a SmartConnect phone plan.

- a) When you upgrade your device, you will be billed for a proportion of the cost of the device on the existing contract based on the number of months left in the contract. I.e. to change a contract with 6 months left with a phone valued at \$950, you will be billed for 6/24th's of \$950, so \$237.50. There is no cost to upgrade devices that have finished their 24-month contract unless an up-front cost is specified.

## 2. Charges and billing

- a) All payments are to be set up by direct debit. The UBT direct debit form must be signed and returned if not already set up prior to commencement of your new contract/dispatch of device.
- b) UBT will issue an invoice for the current month's usage on or around the last day of each month and direct debit will be taken on the 20th (or following workday) of the following month
- c) UBT will not be responsible for incorrect direct debits. We will only withhold taking the direct debit if the bill has been disputed at least 2 working days prior to payment date. If there is a mistake on your bill, please let us know as soon as possible. If we agree there has been a mistake, we will correct it.
- d) Excess data is charged at \$15/GB or part GB above allotted data allowance.

## 3. Fair use policy

We have developed our Fair Use Policy by reference to average customer profiles and estimated customer usage.

- a) If your usage of a service materially exceeds estimated use patterns over any month or is inconsistent with normal usage patterns, then your usage will be deemed excessive and/or unreasonable. If your usage is excessive and/or unreasonable we may contact you to advise that your

usage is in breach of our Fair Use Policy. We may then request that you stop or alter your usage to come within our Fair Use Policy.

- b) You agree not to use the services in a manner which we consider to be an out of the ordinary or inappropriate. If inappropriate use is detected and continues after we ask you to stop or alter the nature of such usage, we may without further notice, suspend, modify or restrict and/or cancel your access and use to the services.

## 4. Roaming

You may use your mobile device in other countries. This is called "roaming".

- a) Vodafone
  - i. The Vodafone \$7/day roaming fee automatically applies to your account while in a country supported by this service unless your device is switched off or left on flight mode. Countries covered by the automatic \$7/day roaming can be found in the following link: <https://ubteam.co.nz/roaming>
  - ii. For other destinations not covered by \$7/day roaming, please visit <https://ubteam.co.nz/roaming> and refer to Europe, Asia, America or "Rest of World" for details on available roaming packs and other applicable charges.
- b) Spark
  - i. Roaming to Australia is included in your mobile plan. There is no additional roaming charge or pack required to roam to AU.
  - ii. For any other destination, please visit <https://ubteam.co.nz/roaming> and refer to the Spark roaming.
  - iii. The "WOW – Walk off Working" feature is enabled on all UBT – Spark connections, meaning that a \$20 roaming pack will kick in automatically as you enter any of the eligible roaming destinations. Please refer to <https://ubteam.co.nz/roaming> for eligible destinations, and to see what this \$20 pack includes.



Customers with Walk Off Working will have their selected roaming pack automatically purchased and activated on first roaming usage in an eligible country and additional pack(s) applied subsequently after full consumption of any roaming pack inclusion or when current pack expires. Customers may manually purchase an additional roaming pack at any time.

## 5. Coverage and service

We will always aim to provide reliable and high quality services. However, we cannot guarantee that the services will always be available, fault-free, and secure or that they will operate free from viruses or other harmful programmes or disabling features. The quality of our services depends partly on your equipment, hardware or device, partly on the network and partly on the other providers and telecommunications networks to which the network is connected.

These services are provided through Vodafone and are supplied subject to Vodafone "On Account" Terms & Conditions which are deemed to be incorporated in these terms. Where they are in any way inconsistent, with these terms, these terms shall prevail.

## 6. Privacy

- a) We collect, use and disclose Personal Information about your Users and other representatives in accordance with:
  - i. the Privacy Act 1993;
  - ii. the Telecommunications Information Privacy Code 2020;
  - iii. the Vodafone Privacy Policy
  - iv. this Agreement

For the purposes of this Agreement, references to 'you' (or similar words) in our Privacy Policy will be construed as references to your Users and other representatives.

- b) You confirm that your Users and other representatives consent to and authorise our collection and use of their Personal Information in accordance with clause 14(a) and that you have advised such persons of their rights to access and request correction of their Personal Information in accordance with our Privacy Policy.

## 7. UBT's right to end this agreement or services

Notwithstanding any other clause in this Agreement, we can disconnect your connection or terminate particular services:

- c) If any of our licences to operate our network ends, are suspended or any agreement with a third party which is required to provide the service expires or ends; or
- d) For any other reason the relevant service is no longer viable, we or a service provider are unable to provide it, we or a service provider are withdrawing it from general availability, or we or a service provider are replacing it with a new service, provided that, in either case, we will try to give you advance notice and you will only have to pay any outstanding charges incurred up to and including the time of disconnection.

## 8. Insurance

- a) For contracts that include insurance, up to two insurance claims only will be accepted per connection per 24-months
- b) Insurance arrangements agreed on at the commencement of a 24-month contract cannot be varied during the term of that contract, that is:
  - i. Upon commencement of a new 24-month contract, if the connection is signed up for no insurance, this cannot be changed to the \$200 + GST excess insurance or the nil excess insurance during the course of the 24-month contract.
  - ii. Upon commencement of a new 2- month contract, if the connection is signed up for \$200 excess insurance, this cannot be changed to the nil-excess insurance during the course of the 24-month contract.
  - iii. after making an insurance claim, the connection cannot be downgraded to a lower level of insurance, or no insurance during the course of the contract.
- c) Where applicable, UBT will endeavour to repair or arrange for repairs to be made to your phone under warranty, before processing an insurance claim.
- d) When replacing a device under insurance, UBT will replace the device like for like. Where the model is out of stock or no longer supplied, UBT will supply the next closest model based on specifications.



# UBT Conditions of Supply

## Scope

This Agreement covers the Terms & Conditions of Supply and Use of the smartphone device for use by the Customer or user whose name/s and signature/s appear herein.

## 1. General

- 1.1 The smartphone device has been tested, but UBT does not guarantee the performance level of the smartphone device in every situation.
- 1.2 The smartphone device is registered for use by the end user whose signature appears herein. The use of the smartphone device by other persons remains within the responsibility and discretion of the customer and/or registered end user.
- 1.3 UBT and/or its agents reserve the right to monitor any use of the smartphone device by the customer.
- 1.4 In the event of a fault with the smartphone device, UBT undertakes to arrange for prompt repairs or replacement of the faulty smartphone device at its absolute discretion.
- 1.5 The device remains under UBT's ownership and must be returned to UBT if the contract is terminated or a new device is issued.
- 1.6 Any breach of the Terms & Conditions of this Agreement or the Mobile services Agreement may be regarded seriously and result in UBT withdrawing the service.

## 2. The customer agrees and will undertake as follows:

- 2.1 The smartphone device has been tested, but UBT does not guarantee the performance level of the smartphone device in every situation.
- 2.2 As the account holder, I authorise and honour payment by direct debit from the bank account associated with the UBT customer provided for all charges associated with the provision and use of the smartphone device as invoiced by UBT IT&T services or their appointed agent/s and to maintain in this account sufficient funds to cover such charges.
- 2.3 All smartphone services must remain connected to Streamline3 at all times to ensure the security and compliance of the device. Disconnecting the device from Streamline3 is considered a breach of this agreement and UBT reserve the right to suspend the service upon this occurring

## Smartphone Device Supply Agreement

UBT undertakes to supply smartphone device/s on a 12/24/36 Month contract - as amended, extended or renewed from-to time bona fide individuals and business customers and their employees via an approval process and in accordance with

- The UBT Conditions of supply set out below, and
- The Mobile services Agreement

### You, the Customer undertakes to -

- Read these documents in their entirety,
- Acknowledge you have read these documents,
- On receipt of your new smartphone device to immediately return your existing (if any) smartphone device via. properly protected and packed registered mail or other traceable service to:

#### UBT Telco

43 Heads Rd,  
Whanganui



## Signatories

The Customer (as per UBT account # specified)

Hereby acknowledge that they have read and are in complete understanding of the conditions and will adhere to them unreservedly, and that they have read, understood and accepted the 'Release & Disclaimer' on the Application Form attached.

## Release & Disclaimer

The Customer acknowledges that they have been advised about possible health effects from electromagnetic energy generated by the radio frequency technology as used in the Smartphone Device and that possible health effects are being constantly investigated by Vodafone, Smartphone Device manufacturers and others.

The Customer hereby releases UBT from and against all liability, actions, causes of actions, claims and demands, both at law and in equity, which the Customer has or at any time hereafter might have had but for the execution of the attached Agreement or could have had against UBT for or in respect of or in any way relating to any health effects or consequences arising in the future from the use of the Smartphone Device by the Customer or any other person authorised by the Customer, and, without limiting the generality of the foregoing, health effects caused by electromagnetic energy arising out of the use of the Smartphone Device.

## Sign Here

|   |  |      |  |
|---|--|------|--|
| Authorized and Approved by:<br>(company decision maker) |  | Date |  |
| Signature   |  |      |  |

|           |  |      |  |
|-----------|--|------|--|
| End User  |  | Date |  |
| Signature |  |      |  |



# Addendum to Smartphone

## TERMS AND CONDITIONS

(to be completed by users who are less than 25 years of age)

We, the undersigned accept the UBT Terms and Conditions of Supply and Use of the Smartphone Device as set out in the Supply Agreement.

We, specifically accept that the Smartphone Device will be used for business purposes ONLY and must not be used for any inappropriate, social or other non-approved activity.

We, also accept that if these conditions are breached, UBT IT&T may withdraw the service.

### Sign Here

|                             |  |      |
|-----------------------------|--|------|
| Name of User                | BEING LESS THAN 25 YEARS OF AGE                |      |
| Signature of User           |  |      |
| Name of Mentor              | EG. FATHER, EMPLOYER, LOCAL RESPONSIBLE PERSON |      |
| Signature of Mentor         |  |      |
| Name of Business Owner      |  |      |
| Employment Commencement     | Date   |      |
| Signature of Account Holder |  |      |
| UBT Customer Code           | (eg. B12345)                                   |      |
| Approved By                 | FOR UBT IT&T USE ONLY                          | Date |