

# MOBILE TERMS AND CONDITIONS.

For Residential Customers.

Effective 2 May 2024.



## 1 INTRODUCTION.

- 1.1 These specific mobile Terms and Conditions ("**Specific Terms**") form part of our agreement with you and apply to our supply of mobile telecommunication services provided by us or our network service providers to you pursuant to this agreement and includes roaming and any other services provided to you by Mercury in connection with the mobile telecommunication services ("**services**") and any add-on services you purchase from us from time to time ("**other services**"). These Specific Terms apply in addition to the Monthly Mobile Plan Terms and Conditions, our General Terms for Residential Customers ("**General Terms**"), any Offer Terms that apply to you, any additional or special terms and our Privacy Policy. Together, these form our agreement with you, and are referred to as the "**agreement**".
- 1.2 These Specific Terms commence from the date specified in the General Terms and replace any other agreement you may have had with us for the services.
- 1.3 In the event of a conflict or inconsistency between the parts of the agreement, the following order of priority will apply:
  - (a) any special terms;
  - (b) the Privacy Policy;
  - (c) any additional terms;
  - (d) any Offer Terms;
  - (e) the Monthly Mobile Plan Terms and Conditions;
  - (f) the Specific Term(s) that apply to your services; and
  - (g) the General Residential Terms & Conditions.

## 2 OUR COMMITMENT TO YOU.

- 2.1 We will take reasonable care and skill to provide you with services in a reasonable timeframe and take all reasonable efforts to ensure our services do everything we say they will. However, we cannot guarantee those services will be interruption or fault free. In particular, the quality, speed and coverage of the services may be affected by factors outside of our control including, but not limited to, geographic conditions and physical obstructions, weather conditions, the number of people trying to use the network at the same time or faults in the network used by us to provide the services to you, as well as our services' reliance on systems and other services that we do not own or control and the set up of you and your intended recipient's mobile devices.
- 2.2 The services may not be available to all customers and not all services will be available in all areas. 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.
- 2.3 Not all mobile phones and devices can receive all of the services. You are responsible for obtaining a compatible mobile phone or other device or equipment required to use the services.
- 2.4 If you experience any issues with, or have any queries regarding, the services, please contact us on 0800 10 18 10.

### 3 YOUR COMMITMENT TO US.

- 3.1 In return for us providing the services to you, you agree to:
- (a) only use mobile devices, SIMs (which you will need to be able to connect to the services and network), equipment and other accessories which are available and compatible for use with the services;
  - (b) use the services only ever for your personal or household use;
  - (c) keep confidential, and do not disclose to any other person, any password or PIN or other access code feature used by, or allocated to, you in connection with the services. We recommend that you change this on a regular basis for security reasons. You must also change your password or PIN if we ask you to do so;
  - (d) not use the services for any activities constituting improper use; and
  - (e) authorise us or a person approved by us (such as a network service provider) to remotely access your mobile device in order to perform any tasks that are reasonably necessary to protect the integrity of the network or the services, in each case as determined by us or one of our network service providers, or where required to do so by law.

### 4 SERVICE AVAILABILITY.

- 4.1 From time to time, we may amend or discontinue our services and our packages of services. Subject to clause 4.2 below, where we do this, we will endeavour to give you at least 10 working days advance notice.
- 4.2 We may need to amend or terminate the services if our network service providers are unable or unwilling to provide services to us. Where this occurs, we will provide as much notice as we are reasonably able to. If we, or we are required to, discontinue a mobile service or a package of services, we will also endeavour to move you onto another comparable mobile service or package of services.
- 4.3 Where you do not agree to the changed services or package of services, or us moving you onto another service or package of services, and this change or move disadvantages you then, notwithstanding anything else in this agreement, you may cancel that mobile service or package of services (as applicable) as set out in clause 18.6 of the General Terms (Detrimental Change) without incurring an Early Termination Fee.
- 4.4 Notwithstanding the above, we are free to choose the manner in which and the technology by which we provide the services. Where we change the manner or technology by which we provide the services, provided the services itself remains materially similar, this shall not be a reason for you to terminate the services. We, and our network service providers, also reserve the right to manage traffic at peak times, to ensure all customers get the best possible experience even at busy times. Overall, this should have a positive benefit for our customers. If we make any changes to this policy which will have a material impact on you, we will let you know.
- 4.5 The services may also be unavailable at times due to maintenance, repairs, upgrades or modifications to the network used by us to provide the services to you. Where it is within our control, we will try our best to give you notice and keep such unavailability to a minimum.
- 4.6 Roaming allows you to call or text or use mobile data in countries included in our roaming partner alliance. Roaming relies on the use of overseas telecommunications networks which we do not control and therefore we cannot offer any guarantees about the quality of roaming services or the functionality that will be available using the same. The roaming services that are available for you are dependent on the country you are visiting, the specific mobile device you use and your mobile plan. The use by you of overseas telecommunication networks may also be subject to the terms and conditions of the relevant network operator. Those terms and conditions will apply in addition to this agreement. Learn more about our roaming including applicable countries and charges on our website at [mercury.co.nz/roaming](http://mercury.co.nz/roaming).

## **5 PLANS.**

- 5.1 For advice about the services and any specific terms and conditions relating to the same, including an up to date list of mobile plans and charges please call us on 0800 10 18 10 or visit our website at [mercury.co.nz/mobile](http://mercury.co.nz/mobile).
- 5.2 Additional charges and fees (including transfer fees if you are on a fixed or minimum term contract) may apply if you wish to change between our mobile plans. For more information regarding this, please check your mobile plan, call us on 0800 10 18 10 or visit our website.

## **6 PHONE NUMBERS.**

- 6.1 You can port your mobile phone number to us from a previous provider or we will allocate a mobile phone number to you for use with your mobile device or SIM. While you are with Mercury, your mobile phone number does not belong to you and remains our property.
- 6.2 If you are porting a mobile phone number for use with Mercury from another service provider you confirm that you have the authority to request the porting of that mobile phone number, or have the relevant consent from the individual who has the rights to that mobile phone number, to request the porting of that mobile phone number. You will be liable for any loss or damage resulting from breach of this obligation.
- 6.3 We, or our network service provider, (as applicable) may be required to change the mobile phone number you use with your mobile device. We would only do so very rarely in unusual circumstances and, if so, we will give you reasonable notice of this change beforehand. If you disagree with the way we have allocated phone numbers our decision will be final, as long as it is reasonable, and we have acted in good faith.
- 6.4 You may port your mobile phone number from us to another mobile service provider. To do this you will need to tell the other 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.

## **7 MOBILE DEVICE AND SIM.**

- 7.1 Any SIM we supply to you remains our property and must be returned to us if requested. You must keep any SIM we supply to you in a good condition. You cannot connect our SIM to another telecommunications network unless we have advised otherwise.
- 7.2 You must keep your mobile device and the SIM 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.
- 7.3 If your PIN is entered incorrectly three times in a row, the SIM will automatically block and it will not be possible to use it unless it is unblocked. To unblock the SIM you will need a PUK1 Code, which you can obtain from your SIM packaging or by contacting us on 0800 10 18 10. If you continue to block your SIM by incorrectly entering the PUK1 Code the SIM will be rendered useless after 10 attempts and you will lose names, numbers and other information stored on it. Because of the nature of the SIM technology we will not be able to get this information back for you and you will need to purchase a new SIM if you wish to continue using the services.
- 7.4 We are not responsible for any equipment that you use in connection with the services that has not been provided by us. Where such equipment does not work properly, you must consult with the relevant supplier or manufacturer about the problem. Please refer to your warranty or sales agreement for details regarding our responsibility to you for any equipment provided by us.

- 7.5 If your mobile device or the SIM we have supplied to you is lost, stolen, or damaged you must immediately let us know. To prevent further unauthorised use of the services or the accrual of further charges under your Account, you must suspend the SIM by calling us on 0800 10 18 10. You can also blacklist your mobile device by calling us on 0800 10 18 10 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 us on 0800 10 18 10.
- 7.6 You will remain liable for all charges incurred in relation to the use of your mobile device or the SIM up to the time you inform us that your mobile device or SIM is lost or stolen and we activate a suspension on your SIM and block on your mobile device unless you were unable to notify us as a result of our services being unavailable (for example, because our call centre was closed) or we are satisfied that you did not authorise the charges. If your mobile device is lost, stolen, damaged or destroyed, you will need to purchase a new mobile device and/or SIM if you wish to continue using the services.
- 7.7 If your services are suspended, disconnected or terminated by us for any reason in accordance with this agreement, you may lose your mobile number and any data stored on your SIM or voicemail account.
- 7.8 You don't have any title, interest or intellectual property rights in the networks or any part of them. This also applies to the services we provide and anything we or our partners make available to you when we provide you with services. You have some obligations about intellectual property too – see the General Terms.

## **8 ROAMING CHARGES.**

- 8.1 The charges for roaming are in addition to the other charges applicable to your mobile plan. You are responsible for all roaming charges whether incurred by you or someone else using your mobile device or SIM (regardless of whether you consented to such use or not). The roaming charges are set by us, and our network service providers (including the applicable overseas operator). The charges for roaming vary depending on the service and by location (otherwise referred to as a zone).
- 8.2 Please see our website for our current roaming rates. The charges for roaming and the applicable zones may be amended by us from time to time in our discretion.
- 8.3 There may be a delay between your use of roaming services and us billing you for roaming services. Any delay in billing doesn't change our right to charge you for your roaming and you will still need to pay all charges in full when they're due.

## **9 BUNDLE DISCOUNTS.**

- 9.1 When you take up services with us, if you have or take up energy or internet services with us we may apply a discount to the charges for services applicable to your chosen mobile plan. This is called the "Mobile Bundle Discount".
- 9.2 We cannot confirm the continued availability of the mobile plan you have chosen, or that the Mobile Bundle Discount will apply to packages we offer in the future.
- 9.3 The Mobile Bundle Discount will continue to apply to your account as long as you continue to meet the requirements of the mobile plan you have chosen and keep your mobile service and either an energy or internet service with Mercury.
- 9.4 The Mobile Bundle Discount may not be available on promotional offers. If you take up a promotional offer and have the Mobile Bundle Discount already you may be required to forfeit the Mobile Bundle Discount.

## **10 TERMINATION.**

- 10.1 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.

- 10.2 Where a fixed or minimum term applies, if you cancel these Specific Terms or this agreement before the end of the fixed or minimum term unless you are terminating in accordance with clause 18.6 of our General Terms (Detrimental Change) (or if we do so for any of the reasons specified in clauses 10.3 before the end of the minimum term), you may incur an Early Termination Fee. For additional information regarding termination fees please check the terms of your mobile plan, contact us on 0800 10 18 10 or visit our website.
- 10.3 We may restrict, stop or suspend the services, or terminate these Specific Terms or this agreement, at any time if:
- (a) you do not pay for any services by the due date shown on your bill (and the non-payment process set out in the General Terms will apply);
  - (b) you give us incorrect information;
  - (c) you have not given us a prepayment or bond we have asked for;
  - (d) you have not complied with this agreement, these Specific Terms or the end-user terms of our network service providers (which can be provided on request);
  - (e) we suffer a force majeure event (as defined in our General Terms for Residential Customers);
  - (f) we consider that you may not be able to pay the charges, for example if you become insolvent or bankrupt;
  - (g) we, or our network service providers, consider it necessary to protect or maintain the network or the network of our network service providers, external parties or customers;
  - (h) we believe that you have breached this agreement, or any additional terms;
  - (i) you go over a credit limit that we have set for you;
  - (j) you have made multiple complaints without a reasonable basis for doing so, and you continue to make complaints without any reasonable basis after we have requested you to stop;
  - (k) your account has unusually high data, calling or roaming charges;
  - (l) we, or our network service providers, consider that you (or anyone using your services) have engaged in improper use of our services;
  - (m) our network service provider stops or suspends services required for us to provide you services; or
  - (n) as otherwise set out in this agreement.
- 10.4 We may stop or suspend the services or terminate the Specific Terms of this agreement after any agreed term has expired, so long as we have given you reasonable notice.
- 10.5 If we terminate these Specific Terms and/or the agreement for one of the reasons listed in clause 10.3 or 10.4 above, you will:
- (a) be liable for any applicable disconnection and termination fees, including any Early Termination Fees and except to the extent that we or our service providers caused the termination;
  - (b) still have to pay for all services that we provide to you up until the effective date of termination;
  - (c) pay any recurring charges or charges that are subsequently billed that are owed by you until the effective date of termination or the end of your current billing period (whichever is later); and
  - (d) be liable for any subsequent reconnection fees.
- 10.6 If you terminate these Specific Terms or the agreement, you will:
- (a) be liable for any applicable disconnection and termination fees, including any Early Termination Fees, unless you are terminating in accordance with clause 18.6 of our General Terms (Detrimental Change) and except to the extent that we or our service providers caused the termination;
  - (b) still have to pay for all services that we provide to you up until the effective date of termination;
  - (c) pay any recurring charges or charges that are subsequently billed that are owed by you until the effective date of termination or the end of your current billing period (whichever is later), unless you are terminating in accordance with clause 18.6 of our General Terms (Detrimental Change); and
  - (d) be liable for any subsequent reconnection fees.
- 10.7 You will not be liable to pay Early Termination Fees under clauses 10.2, 10.5 or 10.6 where we or our service providers have caused the termination, or where we have otherwise breached our agreement with you.
- 10.8 You acknowledge and agree that sometimes we or our network service providers may need to suspend, pause, restrict, end or slow the services straight away and that we have no liability to you for any failure to notify you of the same.

## 11 LOSS OR DAMAGE.

- 11.1 The services may provide links to third party websites. These are provided for your convenience only and we are not responsible for any such links or the content provided via any such links.
- 11.2 You are responsible for ensuring that your mobile device has appropriate protections in place to protect against unwanted or unauthorised access to your mobile device.
- 11.3 While we take reasonable security precautions, due to the nature of services, we cannot guarantee the confidentiality of any calls or transmissions you make using our services or that the services will always be virus-free or secure.
- 11.4 We are not responsible for, and make no representations in respect of, any content you access or make available through your use of the services, or any unauthorised access to your mobile device and any loss that you suffer in connection with the same (such as corruption of information you store on your mobile device). We are not responsible for any communications or transactions between you and other parties, or for the services or information you receive from them. If you use equipment on the network that we haven't said is ok to use, we won't be responsible if it doesn't work, gets damaged or is found to be illegal. We also do not have to make it possible for you to use the services with equipment from other parties.

## 12 DEFINITIONS AND INTERPRETATION.

- 12.1 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, "Mercury", "we", "our", or "us" are used when referring to Mercury NZ Ltd (including its employees, agents, contractors, successors and assignees), and we say "you" or "your" when referring to you, our customer. If we use the word "includes" "including" or "for example", this applies as if the words "but without limitation" were also set out. Where the following terms are used in these Specific Terms, they have the following meanings:

**"billing period"** means the period of time you are billed for calls, texts, data and other associated costs accumulated on your account and is fixed each month from the 1st of the month to the end of the relevant month.

**"charges"** means the charges for your access to, and use of the services provided to you by Mercury, our network service providers and roaming partners, together with any third party charges paid for services and content accessed by you using the services (such as premium or special numbers).

**"fees"** means any additional fees for the provision of the services, but excludes the charges.

**"improper use"** means any use of the services which is, in our reasonable opinion, illegal, infringes anyone's rights (including intellectual property rights), is malicious, obscene, offensive or otherwise causes detriment to us, our customers, our network service providers and/or third parties. Specific activities that will be considered "improper use" include (without limitation): multiple simultaneous calling, re-supply, call centre usage, telemarketing, bulk messaging, application-to-person communication, continuously call forwarding, auto-dialling, machine to machine communication (including by using the SIM card in any other device), Cellular Trunking Units (CTUs), illegal downloading, including but not limited to in breach of the Copyright Act 1994; sending unsolicited electronic messages (spam) including but not limited to in breach of the Contract and Commercial Law Act 2017, offensive or objectionable messages or publications, threats, unsolicited bulk email chain letters, pyramid schemes or hoaxes; knowingly receiving, transmitting or distributing signals, spam, worms or viruses, or otherwise using services in a way which is intended to or may damage or compromise the security of the network or anyone else's network; or making any kind of deliberate attempt to overload the network or anyone else's network, including mail bombing, excessive pings or otherwise causing excessive Internet traffic or connecting devices to or that affect our equipment that are not compliant with New Zealand standards. Improper use also means any use of the services which we, or our network service providers, considers is a use for which the services were not intended.

**"mobile device"** means a mobile phone or other telecommunications device (which incorporates a SIM) which operates on the network and is used by you to access the services.

**"mobile plans"** means your chosen base plan of services, and any extra services you have subscribed to and any other plans you subscribe to from time to time and "mobile plan" means any one of those plans.

**"Monthly Mobile Plan Terms and Conditions"** means the terms and conditions relevant to your Mercury mobile plan, attached as a schedule to these Mobile Service Terms and Conditions and available on our website at [mercury.co.nz/terms-conditions](https://mercury.co.nz/terms-conditions) (as may be amended from time to time).

**"network"** means the telecommunications network which we and our network service providers use to provide the services to you and other customers.

**"network service provider"** means any third party which provides equipment or services to us to allow or facilitate our supply of the services to you.

**"person"** includes a corporation.

**"PIN"** means a personal identification number which is necessary for protection from non-sanctioned access to your SIM.

**"port"** or **"porting"** means the process of transferring your mobile phone number from one mobile service provider to another mobile service provider.

**"representatives"** means employees, agents, contractors, professional advisors, invitees, or other authorised persons, or persons for whom any of the foregoing is responsible including sub-agents and sub-contractors.

**"roaming"** means a service that allows you to use your mobile device and SIM in countries other than New Zealand.

**"SIM"** means any subscriber identity module that we may have provided to you which enables you, when used with a mobile device, to access the services on the network.

**"SMS"** means a short message service, which is a form of text messaging on mobile phones.

**"text message"** means an SMS of a maximum length of 160 characters that you have typed into your mobile device or that you have been sent. Even if your mobile device is capable of sending longer messages (e.g. 320 characters), for charging purposes, every 160 characters you send is counted as one text message. This does not include picture messages or video messages.

## 13 OUR CONTACT DETAILS.

We're here to help. If there's anything here that seems unclear, or if there's any question you want to ask us:

- You can email questions to [customerservice@mercury.co.nz](mailto:customerservice@mercury.co.nz) or call us on 0800 10 18 10.
- You can visit our website, [mercury.co.nz](https://mercury.co.nz), or contact us via web chat at [ask.mercury.co.nz](https://ask.mercury.co.nz)
- You can write to us at:  
Mercury  
Private Bag 12023  
Tauranga Mail Centre  
Tauranga 3143



# MONTHLY MOBILE PLAN TERMS AND CONDITIONS.

For Residential Customers.

Effective 2 May 2024



## 1 INTRODUCTION.

- 1.1 These Monthly Mobile Plan Terms and Conditions ("**Terms**") apply in addition to Mercury's Mobile Service Terms and Conditions.

## 2 MOBILE PLANS.

- 2.1 Mercury mobile plans are all "Pay Monthly," which means that you are invoiced each billing period and must pay for your mobile services on a monthly basis.
- 2.2 To be eligible to be an account holder on a mobile plan you must be at least 18 years old and have a valid email address.
- 2.3 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) may not be carried over from one month to the next unless the specific terms to your mobile plan provide otherwise (for example in respect of Rollover Data);
  - (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;
  - (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; and
  - (f) is subject to our Mobile Service Terms and Conditions.
- 2.4 The plan allowance for all mobile plans (and their included data, minutes and texts) renews on the 26th of each month.
- 2.5 If you use up your monthly plan allowance, Add-On, Data Auto Allowance or Roaming Auto Allowance, additional charges may apply and/or you may not be able to continue to use certain mobile services. For advice and an up to date list of mobile plan and charges please call us on 0800 10 18 10 or visit our website at [mercury.co.nz/mobile](http://mercury.co.nz/mobile).
- 2.6 We will aim to send you text notifications that relate to both your domestic and international usage of the mobile services. However, we cannot guarantee the accuracy of our usage notifications or when they will be received by you and it is your responsibility to monitor how much data, and how many minutes or texts, you have used. You are entirely responsible for all use of the mobile services that occurs under your account. For more information, please see our Mobile Service Terms and Conditions.
- 2.7 You may also check your usage of the mobile services by checking your account with us on the Mercury app or by calling our customer service team on 0800 10 18 10. You acknowledge that your usage information is not provided in real time, which means that it may not show all of your usage to date, and that ultimately it is your responsibility to monitor and manage your usage of the mobile services.
- 2.8 You will be invoiced in advance for your mobile plan. Any Data Auto Allowance or Roaming Auto Allowance and any usage in excess of your plan allowance may be charged in arrears to your account. Add-Ons will be charged in the month they are purchased, not when they are used (if different). Similarly, any charges you incur while roaming overseas (other than on a Roaming Add-On or Roaming Auto Allowance) may be billed several months in arrears because of delays receiving information from overseas networks, as further set out in our Mobile Service Terms and Conditions.

## 3 DATA.

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

### Included Data

- 3.2 Unless you sign up to a mobile plan that specifies that it has endless mobile data ("Endless Mobile Data") your mobile plan will include a set amount of New Zealand data per month ("Included Data").
- 3.3 On Rollover Data plans, if you would like to use data over and above your Included Data or any applicable Rollover Data or Data Auto Allowance in a billing period, you will need to purchase a data Add-On.

### Endless Mobile Data

- 3.4 If you sign up to an "Endless Mobile plan", you agree to the following terms:
- (a) Endless Mobile Data is provided to you for your personal use on your mobile device in New Zealand only, and
  - (b) the maximum speeds for your Endless Mobile Data are reduced once your monthly maximum speed data is used. Where your maximum speeds have been reduced, you will still be able to use your Endless Mobile Data but you will experience some degradations (such as lower video resolution) when watching video, streaming or loading images.
- 3.5 Data used for improper use is not included in your mobile plan and may result in the immediate restriction, suspension or disconnection of the mobile services. Refer to our Mobile Service Terms and Conditions, for more information.

### Rollover Data

- 3.6 If you sign up to a Rollover Data plan you can accumulate unused data for up to 365 days from the date that your mobile plan renews (i.e. on the 26th of each month) ("Rollover Data"). Rollover Data is non-refundable, not redeemable for cash and is not otherwise transferrable to another person.
- 3.7 If you change between different Rollover Data Plans, you will be able to retain your rollover data from your previous mobile plan. However, if you change from a Rollover Data plan to an Endless Mobile plan you will lose any Rollover Data that was on the previous mobile plan.

### Order of data usage

- 3.8 Subject to clause 3.9, for Rollover Data plans your data balance will primarily be used in the following order:
- (a) data included in your mobile plan;
  - (b) purchased data Add-Ons;
  - (c) accumulated Rollover Data; and
  - (d) activated Data Auto Allowances;
  - (e) If you have no mobile plan data, Add-On data, Rollover Data or Data Auto Allowance remaining, you will need to purchase an additional data Add-On to continue using data.
- 3.9 However, the following exceptions to the order of data usage set out in clause 3.8 above apply:
- (a) if there is still an active Data Add-On or Data Auto Allowance when your mobile plan renews, this data (being the oldest) will be used before the data included in your mobile plan;
  - (b) if a Data Auto Allowance has been activated, and you decide to purchase a Data Add-On, the Data Auto Allowance will be used before the Data Add-On; and
  - (c) if you have started using your Rollover Data and purchase a Data Add-On, the Data Add-On will be used before your Rollover Data.

## 4 CALLS.

### Included Minutes

- 4.1 Unless you sign up to a mobile plan that specifies that it has "unlimited minutes," your mobile plan will include a set amount of minutes per month for calls to any New Zealand and Australian numbers when you are in New Zealand ("Included Minutes"). There is no rollover of unused Included Minutes. Included Minutes are rated on a minute + second basis, meaning that there is a minimum call length of one minute, and calls are rated per second after that.
- 4.2 Any Excluded Minutes, or minutes in addition to your Included Minutes, will be subject to additional charges, charged per minute with each call having a minimum call charge of one minute. If there is no answer you won't be charged for the call, however calls answered by a message service or answering machine will be chargeable.
- 4.3 If your Included Minutes expire during a call and you do not have an applicable Add-On, the remainder of the call will be charged at the applicable rates for additional minutes that applies to your mobile plan. Additional rates for Mercury mobile plans are available at [mercury.co.nz/mobile](http://mercury.co.nz/mobile).

### Unlimited Minutes

- 4.4 If you sign up to a mobile plan that has unlimited minutes, you acknowledge and agree that the unlimited minutes are provided to you for your personal use for person to person calls to New Zealand and Australian numbers only and does not include any Excluded Minutes, minutes used for improper use and roaming.

### Voicemail

- 4.5 You may check your voicemail messages for free when you are in New Zealand, however charges will apply if you do so when roaming. We retain your saved voicemail messages for 365 days only, following which they will be deleted. You can find out more about our voicemail service by visiting our website at [mercury.co.nz/mobile](http://mercury.co.nz/mobile).

## 5 TEXT.

- 5.1 Our mobile plans include an unlimited amount of texts to standard New Zealand and Australian numbers (person to person text messages) per month (excluding texts sent to premium and special numbers, including text voting, entries to competitions via text, short codes, international numbers (other than Australian numbers) and satellite phones, which will be charged separately). It is free to receive MMS (Multimedia Messaging Service) and photo messages on your Mercury mobile in New Zealand.
- 5.2 However, sending a MMS (including an image, audio or video file) is not included in our mobile plans and is charged separately at the applicable standard rates.

## 6 ROAMING.

- 6.1 Unless otherwise specified in your mobile plan, the calls, texts and data included in your plan allowance is for use when you are located in New Zealand only and the plan allowance for calls and text is for New Zealand and Australian numbers only. If you wish to call, text and use mobile data when you are located outside of New Zealand (including in Australia) the terms relating to roaming will apply, as set out in our Mobile Terms and Conditions and on the roaming page of our website available at [mercury.co.nz/mobile-roaming](http://mercury.co.nz/mobile-roaming), which sets out our roaming charges and zones.
- 6.2 Roaming charges and zones are subject to change and will be updated on our website. You should check our current roaming terms and conditions before you travel.

- 6.3 If you are travelling through the service range of a network that is not supported by our 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). If you attempt to access roaming services on a network that is not supported by our roaming partner alliance you will get an operator notification.

## Roaming charges

- 6.4 Incoming and outgoing calls while roaming are charged per minute (you pay the full minute rate for each minute or part minute). Additional charges may be incurred for calls constituting Excluded Minutes while roaming.
- 6.5 Some value-added services (VAS) (such as live-streaming, location based services, online gaming, ring tones and missed call alerts) and Wireless Application Protocol services (WAP) that are free in New Zealand will be charged to you while roaming. This may mean you will incur charges for accessing those services while roaming, as well as the cost of your Roaming Add-On or the standard roaming data charges (as applicable).
- 6.6 Texts sent when roaming are charged in accordance with the roaming charges set out on the roaming page of our website. Texts sent while roaming should be limited to 160 characters or else they will be split and sent as two texts. If this occurs you will be charged for each text.

## 7 ADDITIONAL SERVICES.

- 7 We offer a number of additional services which you may add to your mobile plan, including:
- (a) Add-On Data Packs for Rollover Data plans, which:
    - (i) include a set amount of New Zealand data for a one-off charge; and
    - (ii) are available for use for 30 days from purchase;
  - (b) Add-On Talk Packs for Rollover Data plans, which:
    - (i) include a set amount of minutes for use with New Zealand and Australian numbers for a one-off charge; and
    - (ii) are available for use for 30 days from purchase;
  - (c) Add-On Roaming Packs for use in eligible countries, which:
    - (i) include a set amount of data, or data, minutes and text, for a one-off charge;
    - (ii) expire 365 days after the date of purchase, but are only valid for a fixed period after activation (with daily usage applying from 12:00am – 11:59pm NZST). Activation is defined as the time that you arrive in an eligible country for roaming and connect to the local mobile network (or the next time you are roaming and connect to the local mobile network after any pre-purchased Roaming Add-Ons have expired); and
    - (iii) are available in certain zones only, otherwise standard roaming rates and charges will apply. Different zones may require different Roaming Packs.  
See the roaming page of our website at [mercury.co.nz/mobile-roaming](http://mercury.co.nz/mobile-roaming) for further information on validity periods, charges and which countries/zones you can apply a Roaming Pack to, each such additional service being an "Add-On".
- 7.2 Add-Ons include a specified allowance of text, data or minutes (as applicable) which is effective for a set period of time. At the end of the specified period, any remaining allowance of the relevant text, data or minutes will expire.
- 7.3 Add-Ons may be purchased on a one off basis. Please visit our website at [mercury.co.nz/mobile](http://mercury.co.nz/mobile) for more information.
- 7.4 There is no limit on the number of Add-Ons that you can purchase.
- 7.5 Unused prepaid Add-Ons will not be reimbursed if your mobile plan is suspended or terminated.

## 8 DATA AUTO ALLOWANCE.

- 8.1 When using data within New Zealand for Rollover Data plans, if you use all of your data in your plan allowance and do not already have any Rollover Data or an Add-On for data applied to your account, we will automatically opt you in to, and apply, a 100MB data auto allowance ("Data Auto Allowance"), which will be charged once activated (being, the time that you exceed all of your data in your plan allowance and, if applicable, Add-On) to you at the then-current Data Auto Allowance rate.
- 8.2 The Data Auto Allowance is only applicable once per month and is valid for 30 days from the date that it is activated.

## 9 ROAMING AUTO ALLOWANCE.

- 9.1 If you have not already applied a Roaming Add-On when you are using the mobile services in an eligible country we will automatically opt you in to, and apply, a roaming auto allowance ("Roaming Auto Allowance"), which will be charged to your account on the date that it is activated (being, the time that you arrive in an eligible country and connect to the local mobile network or the next time you connect to the local mobile network after any pre-purchased Roaming Add-Ons have expired) at the then-current applicable Roaming Auto Allowance rate. See [mercury.co.nz/mobile-roaming](http://mercury.co.nz/mobile-roaming) for applicable rates and details.
- 9.2 The Roaming Auto Allowance is only available in certain zones, otherwise standard roaming rates and charges will apply. See the roaming page of our website for further information on which countries/zones you can apply a Roaming Auto Allowance and Roaming Add-On to.
- 9.3 The Roaming Auto Allowance is valid for a fixed period from the date that it is activated (with daily usage applying from 12:00am – 11:59pm NZST). Activation is defined as the time that you arrive in an eligible country for roaming and connect to the local mobile network (or the next time you are roaming and connect to the local mobile network after any pre-purchased Roaming Add-Ons have expired) and will be automatically applied up to 3 times when you are roaming, after which you will:
  - (a) need to buy a Roaming Add-On to continue using roaming data services in eligible zones, or
  - (b) move to the then-current roaming rates for any additional texts and calls that you make or receive, while using the mobile services outside New Zealand.

See [mercury.co.nz/mobile-roaming](http://mercury.co.nz/mobile-roaming) for further information on validity periods for Roaming Auto Allowances and Roaming Add-Ons.

## 10 OPTING OUT.

- 10.1 You can choose to opt out of a Data Auto Allowance and Roaming Auto Allowance at any time on the Mercury app or by contacting us on 0800 10 18 10.

## 11 DATA BOOSTS.

- 11.1 If you have signed up to an Endless Mobile plan, we may offer you the option to purchase a Data Boost from time to time in accordance with this clause 11.1 ("Data Boost"). If you sign up for a Data Boost, it will be added to your Endless Mobile plan. The terms of your Endless Mobile plan will apply to the Data Boost together with relevant terms set out at [mercury.co.nz/mobile](http://mercury.co.nz/mobile) and the following terms:
- (a) The Data Boost will start from the time of its purchase, even if there is maximum speed data remaining on your plan at the time of purchase;
  - (b) The Data Boost will remove any reduction in the maximum speed of your Endless Mobile Data (so that your data is at the maximum speed available to you) until the Data Boost expires in accordance with clause (c). The maximum speed available to you when you purchase a Data Boost is subject to then-current network conditions;
  - (c) The Data Boost will apply from the time of purchase until the agreed Data Boost period ends or the agreed amount of data is used (whichever happens first). We will not notify you when the Data Boost expires. When your Data Boost expires in accordance with this clause (c), your Endless Mobile Data will be available at the speed you are entitled to under your Endless Mobile plan at that time; and
  - (d) If the Data Boost is active when the billing period rolls over, the Data Boost will continue until it expires in accordance with clause (c). There are no limits to the number of Data Boosts available within a billing cycle.

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