



# Unlimited Mobile Plans Specific Terms and Conditions

## Unlimited Mobile Plans Specific Terms and Conditions

These Unlimited Mobile Plans Specific Terms and Conditions apply in addition to the Mobile Services General Terms and Conditions. They set out the basis on which we will provide mobile plans and services to you. Please read these Unlimited Mobile Plans Specific Terms and Conditions carefully, as you agree to be bound by them. The order of precedence in this Agreement shall be in accordance with Clause 1.2 of the Mobile General Terms and Conditions.

Charges for the respective Mobile plans below are listed on our Website.

All Mobile plans are subject to Clause 7 (Fair Usage) of the Mobile General Terms and Conditions.

### 1. Definitions

**Definitions:** Unless stated otherwise, capitalised terms used in these Unlimited Mobile Plans Specific Terms and Conditions have the same meaning as given to them in the Mobile General Terms and Conditions. In addition, in these Mobile Services Terms and Conditions:

**Add ons:** additional features and services that we may offer to you as part of the Services.

### 2. Terms of Use

2.1 There is no data use limit or cap on MyRepublic's Unlimited Mobile plans.



2.2 Your data access speed will be capped at the listed mobile plan speed that you have signed up for (MyRepublic Starter 2Mbps, MyRepublic Lite 5Mbps, MyRepublic Plan 10Mbps, MyRepublic Plus 40Mbps or MyRepublic Max). As with any mobile plan offered by any mobile service provider, however, the actual data access speed that you experience may vary based on several factors, such as location, network capacity, availability of network, maintenance and repairs to the network, electromagnetic interference, excessive use of the network by other customers, equipment failure, equipment compatibility, your geographical locations, weather conditions, etc. Data usage policies apply in accordance with Clause 7 of the Mobile General Terms and Conditions (Fair Usage) if you are deemed to be abusing your mobile plan on the MyRepublic network. We reserve the right to amend the Acceptable Usage Policy from time to time without prior notice to you.

2.2. Our published charges for pay-per-use calls and SMSes to overseas destinations (i.e. outside of New Zealand and Australia) will apply.

2.3. The SIM Card plan and any associated add-ons (where applicable) must solely be used for personal and non-commercial purposes only. You must not resell these plans or add-ons to any Third Party. Your failure to observe this Clause is a material breach of this Agreement, for which we are entitled to terminate the Agreement according to the terms of this Agreement.

2.4. SIM Card Plan will include value-added services such as VoiceMail, IDD Service and Missed Call Notifications.

2.5. You may change your current SIM Card Plan to a different SIM Card Plan via MyAccount, or via the MyRepublic App or Website. Change of SIM Card Plan will take effect in your next Billing Cycle. If you have submitted multiple requests for SIM Card Plan change, we will only take into account the last request submitted before the end of your current Billing Cycle. The change will take effect before the end of your current Billing Cycle. Any associated



Charges not reflected in your current invoice (due to your Billing Cycle) will be reflected in your subsequent invoice.

### **3. Roaming**

3.1 MyRepublic's Daily Roaming plan will be automatically activated at \$8/day when you travel to any destination outside of New Zealand or Australia. MyRepublic's Daily Roaming plan allows you to stay connected in 106 different countries around the world (excluding New Zealand and Australia).

3.2 With MyRepublic's Daily Roaming plan, you will be able to use your Eligible Plan minutes, TXTs and data allowances when traveling in Daily Roaming Destinations for a daily fee.

3.3 Your Eligible Plan minutes and TXTs can be used to call or TXT local numbers in the Daily Roaming Destination, local numbers in New Zealand, and local numbers in Australia (if your Eligible Plan includes Australia calling and TXTing).

- Calls and TXTs to any other destination will be treated as international calls or TXTs and all other activity will be charged as per your standard Eligible Plan rates as if you had made the call or TXT from within New Zealand, (excludes any special international rates).

- The Daily Roaming charge applies each day you use your device in a Daily Roaming Destination. The Daily Roaming charge will be triggered when you do any of the following:

- Make a call (including a call to voicemail)
- Receive a call



- Send a TXT
- Use mobile data. This includes any data used by your mobile or data device, including email and any data used by apps on your mobile or data device. (Most devices have data roaming switched off by default. If you would like to disable data roaming while abroad this can be selected through the settings menu on your handset.

The methodology you use to do this will vary slightly by handset brand. It is also dependant on the software version your handset is running, this mean even handsets of the same make could be slightly different to change. We advise you refer to the manufacturer's website or your handset manual for the exact process for your handset.)

- The Daily Roaming charge is only applied on those days that you use your device while in the Daily Roaming Destinations. We'll count a day as 00:00 to 23:59 NZ time. If you travel to another Daily Roaming Destination in the same day you'll only be charged the daily charge once for that one day that you use your device.
- One Daily Roaming charge is applied per mobile data device on an eligible plan. For example, if you are in a Daily Roaming destination and use both your phone and tablet you will be charged a Daily Roaming fee for both devices.
- If you exceed your Eligible Plan allowances you will be charged at your standard Eligible Plan casual rates for making calls and sending TXTs as if you were in NZ. You can find more about these charges in My Vodafone. If you use up your monthly data allowance while you're overseas you will be given the standard Flexi Data option to purchase another data bundle at your Eligible Plan rates.



The Daily Roaming Charge will be as set out on our website, and pricing will be subject to change without notice. Please check our website, MyAccount or the MyRepublic app before you travel for the latest pricing.

- Daily Roaming charges are in addition to your monthly plan charge and will be applied to your next bill. GST charges apply.

- Maritime or In-Flight Roaming are not included in Daily Roaming, and are subject to separate rates and terms and conditions.

- Charges may be delayed if the external carrier is delayed in advising MyRepublic of roaming activity. Please note, there will also be a delay in this activity being available in MyRepublic app.

- Daily Roaming is only available to customers who are normally residents in New Zealand, and can only be used in Daily Roaming Destinations for a maximum of 90 consecutive days at a time.

- If you are not in a Daily Roaming Destination, i.e. a destination other than those set out in the list of Daily Roaming Destinations ('Non-Daily Roaming Destination'), other roaming rates will apply, see the MyRepublic website for more detail. · MyRepublic reserves the right to (hard) steer traffic to certain network operators (i.e. "network lock") based on commercial agreements in place.

- Data roaming availability is also subject to change without notice.

#### **4. Hotspot**

4.1 Hotspot data is included on all mobile plans with speeds matching your mobile plan. After your Hotspot data allocation is fully utilised, speeds will be reduced to a maximum of 1.2Mbps. Your Hotspot experience will be subject to the proximity of your Hotspot device, your device's Hotspot capability and the network congestion in your area.