

Date (DD/MM/YY)	/ / /	Dealer Code (If applicable)	
Account Number (Existing customers only)		Promo Code (If applicable)	

Your Information:	f you're an individual or sole trader you o	can skip the fields that are no	t applicable.								
Primary Contact (Full Name)			Street Address								=
Date of Birth			Suburb								=
Company Name	Trading Name		Postcode		C	ountry					=
(If applicable)  NZBN	(If applicable)		Billing Address								=
(If applicable) Telephone Number	Mobile		Suburb								=
(Daytime) Email Address	Number		Postcode			ountry [					=
(Primary Contact)		effect from Directal	Email Address								=
News & Special Offers	I would like to receive news and special	offers from Pivotel.	(Billing/Accounts)								_
	Please provide 100 points of ID. Do no	t forget to choose a Passcoo	le for your account					t enq	uiries	S	_
Licence Number (70 Points)	Expiry Date (DD/MM/YY)		ID Sighted	Bank/Credit Ca	rd Rates/Ut	ilities Not	ice.				
Licence Version Number			Other								
Passport Number (70 Points)	Expiry Date (DD/MM/YY)	/ / /	Passcode (Numbers only, no spaces)								
Employment Inform	nation: For individual or sole trader app	lications only.									
Type of Employment	Full Time Part Time Tempo	rary Casual N/A	Source of Income	Employment	Government	In	nvestme	ent	□в	Busine	SS
			Other								
Credit Card Inform	ation: Your credit card will be charged of	on the due date shown on yo	our invoice for mont	thly postpaid serv	rices/airtime.						
Card Type	Mastercard Visa		Card Number			$\overline{\Box}$					=
Card Holders Name			Expiry Date					CV		П	=
			(MM/YYYY)								_
Satellite Service &	Equipment: Information about the serv	ice and equipment you're ap	plying for.								
Satellite Network	☐ Iridium ☐ Inmarsat ☐ Globalstar		Plan Type Make & Model	Postpaid	Prepaid Equipm	nent Provi	ider [	Pivo	otel [	Otl	nе
	Starlink OneWeb Intelsat		of Hardware								_
Service Type	Voice Land IP Maritime	Tracertrak	IMEI/ESN								_
Service Plan/Profile			Service Address/ Vessel Name								_
SIM Number			Requested Activation Date			Centre oplicable)					
Tracertrak Portal A	dministrator Details: Only applicable	for Pivotel's Tracertrak service	es.								
Full Name			Email Address								Ξ
Mobile Number			GEOS Response	Yes No							
that Pivotel may decline Agreement (a summary your use of Pivotel Serv, with Pivotel, and upor www.pivotel.co.nz. The to you and that you har applies even if you are application is accepted your connection to the I have been provided a service is subject to the	n application by you to Pivotel New Zealance your application without providing you a rear of the material terms of which have been prices either prior to, at the end of, or any time a termination if you terminate before the erest acknowledgement below sets out the initial we read and agreed to be bound by the terminate protest and the port fall, you consent to Pivotel using your personal Pivotel Service.  schedule of the main rates for my selected Interms of Application shown on this Service.	son. You agree that if your applic provided to you). You acknowled a after the end of your initial term do fyour initial term. You can term of your agreement with Pins of this application and, if accilis. Additionally you warrant that I information in accordance with Pivotel Service Plan. I have reside Application and the Pivote	eation is accepted by lige that you have real. The summary also a obtain a copy of Pivotel. By signing belepted, by Pivotel's State information you the terms of Pivotel' ad, understand and a el Standard Agreen	Pivotel your use of Fid the summary, what divises that fees are pivotel's Standard Abow you acknowledge and ard Agreement, have provided to P's Standard Agreement gree to the <b>Pivotel nent</b> . I acknowledge	Pivotel Services will nich includes inform d charges are pay Agreement from P ge that the items b You acknowledge ivotel as set out in nent. Your applicat	I be acco nation rel rable by y ivotel up elow hav e that you this appl ion will be understa e limitatio	ording to delating to delating to delating to delating to delating to delating the delating to delating the delating to delating the delating to delating the delating to delating the delating to delating the delating to delating the delating to delating the delating to delating the delating	o Pivo o you ing you uest, n prop emen is ac ned an	tel's S disco our agr or by erly ex t to be curate ccepte	Standa ontinui reeme v visiti xplain e bou e. If yo ed up	arc ing en ing ing ing our
	ninimum cost associated with my application vision of the service will continue after c			, ,	ation to cancel n	ny servic			ely w	ith m	e.
Postpaid Services Only	I acknowledge that the initial minimum term of (From the date my service is connected to the		for Months	Month-to-mon	th Activation	on Fee pplicable)					
Name of Applicant (Please Print)		Applicant's Signature			Date (DD/MM/YYYY)		/	/			
Name of Salesperson (Please Print)		Salesperson's Signature			Date (DD/MM/YYYY)		/	_ / [			

## IMPORTANT NOTICE TO APPLICANT(S) FOR CREDIT

Notice of disclosure of your credit information to a credit reporting agency (Privacy Act

## **Credit Related Information**

When we collect personal information about you that we are likely to disclose to a credit reporting agency, you should be aware of the following matters:

- the credit reporting agency may include your credit information in reports provided to service providers to assist them to assess your credit worthiness;
- if you fail to meet your payment obligations in relation to consumer credit provided by us or commit a serious credit infringement, we may be entitled to disclose this to the credit reporting agency;
- you may obtain our policy about the management of your credit related personal information, and you can access the credit reporting agency's policy about the management of credit related personal information by contacting the credit reporting agency; you have a right to access your credit information from us, and to
- request us to correct that information;
- you can make a complaint to us and we will handle your complaint in accordance with our complaints handling policy; you have a right to request the credit reporting agency not to use
- your credit reporting information for the purposes of pre-screening of direct marketing by a service provider; and
- you have the right to request the credit reporting agency not to use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

Pivotel is bound by and complies with the telecommunications privacy rules set out in the Telecommunications Information Privacy Code 2003, the Privacy Act 1993, and the Telecommunications Act 2001.

You can contact Pivotel by ringing our Customer Care team on 0508 882 448, or by sending an email to mail@pivotel.co.nz. If you need to write to us, our contact details are:

> Pivotel New Zealand Limited 79 The Esplanade Petone 5012 New Zealand

## SUMMARY OF STANDARD AGREEMENT FOR PIVOTEL SERVICE

- 1) This is a summary of the terms and conditions for your Pivotel Service. The full terms and conditions are contained in Pivotel's Standard Agreement which is available on request from Pivotel New Zealand Limited NZBN 9429033338835 ('Pivotel'), and at www.pivotel.co.nz. The Standard Agreement is binding on you.
- 2) The Pivotel Service may include access to any of the following Services, all of which are acquired by you from Pivotel:
  - single mode Globalstar voice and data services (the 'Globalstar a)
  - b) single mode Iridium voice and data services (the 'Iridium Service');
  - single mode Inmarsat voice and data services (the 'Inmarsat c) Service'):
  - d) Inmarsat high speed IP data services (the 'Inmarsat IP Data Service');
  - single mode Thuraya voice and data services (the 'Thuraya e)
  - f) Thuraya high speed IP data services (the 'Thuraya IP Data Service');
  - high bandwidth VSAT fixed satellite services using the VSAT network (the 'VSAT Service'); g)
  - h) satellite machine to machine messaging services, provided using the Pivotel Network (the 'Globalstar Simplex Service'), the Iridium Network (the 'Iridium Short Burst Data Service'), and the Inmarsat Network (the 'Inmarsat IsatDataPro Service');
  - i) personal satellite communication messaging services (the 'Personal Satellite Communications Service'); and
  - j) Internet based tracking and telemetry services (the 'Tracertrak Service').
  - high bandwidth fixed or mobile satellite services using the Starlink k) network (the Starlink Service)
  - I) high bandwidth fixed or mobile satellite services using the OneWeb network (the OneWeb Service).
- 3) The single-mode Globalstar handset can only access the Satellite Service,
- 4) Iridium, Inmarsat and Thuraya handsets can only access the Satellite Service. The single-mode handset requires one SIM card for the Satellite Service.
- 5) In order to make and receive calls using the Satellite Service, the handset satellite antenna must be extended upwards towards the sky and you must have a clear view of the majority of the sky. The Satellite Service provides coverage across mainland New Zealand, mainland Australia, Tasmania and up to 500 nautical miles out to sea depending on the type of satellite technology chosen. The Iridium Service, and the Inmarsat Service are a global services. Some exclusion zones and coverage restrictions apply.
- 6) The Globalstar Simplex Service, Iridium Short Burst Data Service and the Inmarsat IsatDataPro Service are all store and forward satellite messaging services. Depending on the capability of the device.
- 7) The Inmarsat IP Data Service, Thuraya IP Data Service, VSAT Service, Starlink Service and OneWeb service are all high-speed data services. Compatible devices must be used to access the relevant Satellite Service.
- 8) The Personal Satellite Communications Service and the Tracertrak Service combine an Internet based tracking, monitoring and messaging system together with devices connected to the relevant Satellite Service depending on the capability of the device. An Emergency Response Service may be provided in conjunction with these services.

- 9) When you acquire the Satellite Service, you are liable for and must pay the satellite airtime charges billed at the satellite rates for your particular service package. Your service package may include messaging charges and monthly access charges in addition to airtime charges. When the service is used outside of New Zealand.
- When receiving calls whilst using the Satellite Service, the calling party will pay the usual charges for calls made to a mobile handset. When using Globalstar mode on some Pivotel pricing plans, you must pay charges for calls you both make and receive. For these pricing plans, ordinary calls received by you in Satellite mode will be billed to you.
- You agree that Pivotel may receive or disclose personal information or documents about you for the following purposes:
  - to a credit reference agency to obtain a consumer credit report about you and or to allow the credit reporting agency to create and maintain credit information about you. This information may be given before or during the provision of credit to you;
  - a credit reporting agency may disclose personal information from b) your consumer credit information file to Pivotel for the purpose of assessing an application for commercial credit by you and for the purpose of collection of payments that are overdue in respect of any commercial credit provided by Pivotel;
  - Pivotel may exchange information about you with another credit provider to assess an application by you for credit, to notify other credit providers of a default by you, to assess the status of this loan c) whether you are in default with other credit providers, and to assess your credit worthiness. You acknowledge that the Information exchanged can include anything about your credit worthiness, credit standing, credit history or credit capacity that the credit providers are allowed to exchange under the Privacy Act 1983; and
  - Pivotel may disclose personal information or documents about you to d) Law Enforcement agencies to assist in the prevention of criminal
- 12) Pivotel may require a security deposit from you depending on Pivotel's assessment of your creditworthiness. The Standard Agreement sets out circumstances and terms under which a security deposit is required and managed by Pivotel.
- If you request us to, or we validly discontinue your connection within your initial term, you must pay us:
  - the access charges for the remaining months of the initial term;
  - an early termination fee as set out in the tariff which forms part of the b) Standard Agreement (Tariff); and
  - all outstanding fees and charges payable by you for the Pivotel c)
- We will invoice you for the Pivotel Services in accordance with the pricing plan you have selected on your application form. You can obtain a copy of our fees and charges for this pricing plan from us upon request by calling our Customer Care team on 0508 882 448. We may vary these fees and charges from time to time.
- Unless otherwise agreed, we will invoice you monthly and email a copy of your invoice to your nominated email address. You must pay each invoice within 14 days from the date of the invoice (unless you have arranged with us to pay your invoices by direct debit or credit card). We may charge you interest on overdue accounts and a late payment fee which is set out in the Standard Agreement (Tariff). You will be responsible to pay for all calls made using the Pivotel Service even if you did not make them.
- You can review your invoices online, and monitor your unbilled usage at www.pivotel.co.nz/selfcare or you can call Pivotel customer care. For calls made in New Zealand, there will normally be a 24 – 48 hour delay between when you use your service, and when your unbilled usage will be available for review in the online Selfcare tool. Calls made whilst roaming overseas may take even longer to become available. You will be responsible to pay for all calls made using the Service even if you did not make them.
- Although we will take all reasonable steps to make sure you receive the Pivotel Service within the relevant coverage area for the Service, the Pivotel Service is not free from faults or interruptions. Certain factors, such as network congestion, satellite or satellite gateway downtime and maintenance, and obstructions or interference such as that encountered in buildings may mean you will not receive the Pivotel Service in certain areas at certain times we were at fault.
- 18) We retain ownership of the SIM card if one is provided for your Pivotel Service. You must return this to us upon disconnection of the Pivotel Service. We may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose, or damage is caused to, your SIM card. We will then disconnect or bar your connection (you will be responsible for all usage charges up to that time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault.
- 19) If you have a complaint about your Pivotel Service you should try to resolve it first with Pivotel by contacting us on 0508 882 448, or informing us by email to mail@pivotel.co.nz, or by writing to us at Pivotel New Zealand Limited, 79 The Esplanade Petone 5012 New Zealand.
- You have rights under the Fair Trading Act 1986. Subject to that Act, we are not liable to you for any breach of any express or implied terms, conditions or warranties. Where we are unable by law to exclude our liability, but we are permitted to limit our liability, our liability for such breaches is limited, at our choice, to:
  - if the breach relates to goods, the replacement or repair of the goods;
  - if the breach relates to services, the re-supply of those services, or paying for the cost of having those services re-supplied.
- You cannot assign your Pivotel Service agreement without our consent. We can assign or novate the agreement to our nominee.
- There are certain events that may result in us suspending, restricting or disconnecting your Pivotel Service. These events are set out in the Standard Agreement.
- We may vary the terms of the Standard Agreement from time to time. If the variation is detrimental we will advise you of the variation by placing a notice in your bill or otherwise writing to you.