



DialPlus – Terms & Conditions

1. TERMS OF SERVICE

1.1. These Terms of Service form a binding agreement between DialPlus Ltd (referred to as we, us, or our) and the end user (referred to as you, your, or the customer). By activating, accessing, or using any DialPlus service, you confirm that you are authorised to enter into this agreement and that you have read, understood, and agree to be bound by these terms and conditions.

1.2. Certain services may be subject to additional terms. Where applicable, these will be provided to you. In the event of any inconsistency between these Terms and any additional terms, the additional terms will apply.

2. OUR SERVICES

2.1. DialPlus is not required to supply any service unless and until your application has been accepted. Acceptance of applications is at our sole discretion.

2.2. You acknowledge that the VoIP service is not a traditional fixed-line telephone service and is supplied on a best-efforts basis. While DialPlus will use reasonable efforts to ensure continuous availability, service interruptions may occur due to factors outside our control, including power failures or issues with your internet connection. In the event of a power outage or ISP broadband disruption, the service will not operate until restored and may require you to reset or reconfigure your equipment.

2.3. EMERGENCY SERVICES – 111 DIALING. You acknowledge and agree that any service outage, regardless of cause, will result in the unavailability of all services, including the ability to dial 111. Such outages may arise for reasons outlined in this agreement or otherwise. DialPlus strongly advises maintaining an alternative means of communication, such as a mobile phone or landline, during periods when the service is unavailable. You further acknowledge that DialPlus' liability for any service interruption or inability to access emergency services is limited as described in these terms.

2.4. Unless expressly agreed otherwise, DialPlus does not supply, manage, or support your internet connection. You accept that DialPlus services may not function correctly with non-voice devices, including but not limited to alarm systems, fax machines, cable equipment, or medical alert devices.

3. CHARGES AND PAYMENT

3.1. To access any paid DialPlus service, you must maintain sufficient credit on your account and authorise payment via a valid credit card. Credit may be added through the DialPlus customer portal or during the sign-up process. You must promptly notify DialPlus if your card expires, your account is closed, your billing details change, or your card is cancelled or replaced due to loss or theft.

3.2. All DialPlus services operate on a prepaid basis. A positive account balance must be maintained at all times to continue using the service. Fixed recurring charges are invoiced monthly in advance, while usage-based charges are calculated in increments rounded up to the nearest minute. It is your responsibility to ensure payments are made to keep the account current.

3.3. All prices, fees, and charges are stated in New Zealand Dollars. DialPlus may revise pricing from time to time and will provide reasonable notice of any increases. Current pricing is published on the DialPlus website.

3.4. You remain fully responsible for all charges incurred on your account, irrespective of whether the services are used by you or by another person.

3.5. Any billing query or dispute must be submitted by email within 30 days of the relevant debit



appearing on your account. Failure to do so will be taken as acceptance of the charge. Where a billing dispute results in a refund, DialPlus reserves the right to apply a \$20 administration and labour fee.

3.6. REFUND POLICY. Unused account credit is non-refundable. Any credit balance associated with an account that has remained inactive for six months may be forfeited. DialPlus will refund call charges only where it is proven that an incorrect charge has been applied. No refunds will be issued for partial monthly fees or DID charges when upgrading or downgrading a service plan. Any change to an existing DialPlus service or plan will be treated as the commencement of a new and separate service.

3.7. Credit card information is transmitted securely to our payment processing partners and is not stored by DialPlus.

3.8. Payments are processed using secure third-party payment gateways, including DPS Payment Express. Payment security is maintained through SSL encryption using industry-standard 128-bit technology. Any stored payment details are held within the payment provider's systems and not by DialPlus.

3.9. All installation, maintenance, and support costs associated with broadband or voice services are payable by the customer. This includes, without limitation, fibre installation, relocation, maintenance fees, and "no fault found" charges where a technician visit identifies customer equipment as the source of an issue. Certain installations may require additional work or the installation of a new ONT device, and all such costs will be passed on to the customer.

4. USING OUR SERVICES

4.1. You must not use, or allow others to use, DialPlus services in any manner that is unlawful, infringes the rights of others, or is malicious, obscene, or offensive.

4.2. You agree to provide complete, accurate, and current information to enable DialPlus to deliver services and to contact you when necessary.

4.3. DialPlus may suspend, restrict, or terminate services at any time if:

- i) you resell any DialPlus service;
- ii) you use the service in a manner inconsistent with reasonable or normal usage; or
- iii) DialPlus reasonably believes you have breached these terms and conditions.

4.4. To ensure fair access and service quality for all customers, DialPlus applies a Fair Use Policy across all plans and services. This policy may be amended from time to time. Where usage falls outside what DialPlus considers normal for the relevant plan, DialPlus may:

- i) monitor and review usage patterns;
- ii) suspend or withdraw the service; and/or
- iii) apply standard per-minute call charges for excess usage.

4.5. You are responsible for safeguarding any passwords, PINs, or access credentials associated with your account and must ensure they are not disclosed to unauthorised persons. You must update such credentials if requested by DialPlus.

4.6. Where a service is cancelled, terminated, or reallocated, you must immediately cease use of any phone numbers, voicemail access numbers, and online portals provided by DialPlus.

4.7. DialPlus operates a Bring Your Own Device (BYOD) service:

- i) Customers are solely responsible for the security and protection of DialPlus usernames and SIP passwords used on customer-supplied equipment. DialPlus accepts no liability for loss or damage arising from compromised credentials, PBX hacking, or toll fraud.
- ii) Technical support for BYOD services is provided on a best-efforts basis only, and DialPlus does not guarantee service functionality on equipment not supplied by DialPlus.



5. PHONE NUMBERS

- 5.1. Any telephone number allocated to you remains the property of DialPlus or its underlying suppliers and does not confer ownership rights to you. If the allocated number is a portable landline number, you may request to port it to another provider in accordance with the conditions set out below.
- 5.2. DialPlus may change an assigned number where necessary and will provide notice by email wherever reasonably possible.
- 5.3. DialPlus may withdraw or terminate any allocated number at its discretion and without liability.
- 5.4. You may request to port your DialPlus number to another service provider by contacting that provider directly. You are responsible for meeting all porting requirements imposed by the receiving provider. DialPlus will comply with its obligations under applicable local and mobile number portability rules. All costs associated with porting are your responsibility.
- 5.5. Where an account has been inactive for more than six months, or has been cancelled without porting the associated number(s), DialPlus may reassign those number(s) at its discretion.
- 5.6. DialPlus does not offer Priority Assistance Services as defined under Communications Alliance Industry Code ACIF C609:2007 relating to life-threatening medical conditions.

6. TERMS

- 6.1. DialPlus may immediately terminate this agreement or any service provided to you if you breach these terms or if DialPlus reasonably believes that false, inaccurate, or misleading information has been supplied.
- 6.2. Where termination occurs due to misuse or breach, you will not be entitled to a refund of any remaining account credit unless otherwise agreed.
- 6.3. Requests to terminate services must be submitted by email to support@dialplus.nz. Termination will take effect at the end of the applicable prepaid billing period.
- 6.4. Certain mobile (non-VoIP), broadband, and promotional services may be subject to minimum contract terms. Early termination fees may apply and will generally equal the remaining contract value charged as a lump sum.

7. LIABILITY

- 7.1. To the maximum extent permitted by law, DialPlus excludes all liability arising from the provision or failure to provide services. Without limitation, DialPlus and its officers, employees, contractors, and agents are not liable for:
- i) intercepted, delayed, or improperly transmitted communications;
 - ii) service disruptions or delays;
 - iii) incompatibility with other services or systems;
 - iv) software malfunctions; or
 - v) equipment or network failures.
- 7.2. DialPlus is not liable for any delay, fault, or service failure caused by circumstances beyond its reasonable control.
- 7.3. DialPlus bears no responsibility for charges incurred with alternative providers used during any service outage.
- 7.4. No third-party network provider or supplier involved in delivering DialPlus services accepts liability to you in connection with those services.
- 7.5. Nothing in these terms limits any rights you may have under New Zealand consumer protection legislation.



8. PRIVACY

8.1. DialPlus collects personal information reasonably required to supply and manage services, including but not limited to names, addresses, IP addresses, email details, phone numbers, and payment information. Such information may be shared with third parties engaged to perform services on our behalf.

8.2. DialPlus is committed to protecting customer privacy. Customer data is securely stored and accessed only for lawful purposes such as service delivery, support, billing, or investigation of suspected breaches of these terms, or where required by law.

8.3. Personal information held by DialPlus may be accessed by the customer upon request, subject to payment of reasonable administrative costs.

8.4. Except where private encrypted links are used, DialPlus does not guarantee privacy for communications transmitted over the public internet or third-party networks.

8.5. DialPlus may monitor or record calls for verification, quality assurance, and staff training purposes.

9. CHANGES TO THESE TERMS

9.1. DialPlus may amend these terms from time to time by providing reasonable notice. Updated terms will be communicated by email and published on the DialPlus website.

10. NOTICES

10.1. DialPlus will generally communicate with customers via email using the address provided at sign-up or subsequently updated.

10.2. You must promptly notify DialPlus of any changes to your contact email address.

10.3. Delivery of a notice to your nominated email address constitutes valid notification. You are responsible for reading communications sent to you in a timely manner.

11. OTHER MATTERS

11.1. These terms are governed by and interpreted in accordance with New Zealand law, and the parties submit to the jurisdiction of the New Zealand courts.

11.2. You may not transfer or assign your rights under this agreement. DialPlus may assign or transfer its rights and obligations and will notify you if this occurs.

11.3. Any delay or failure by DialPlus to exercise a right does not constitute a waiver of that right.

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