

Terms and Conditions for OmniNet Mobile Services

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Terms and Conditions for OmniNet Mobile Services

1. Service Availability and Use

1.1 Mobile Services may not be available in all areas or for all devices. Service quality may be affected by factors such as weather, interference, maintenance, or device compatibility.

1.2 Customers are responsible for ensuring their devices are compatible with the OmniNet network.

1.3 Calls are limited to 180 minutes per session. Disconnected calls must be redialled.

2. Customer Eligibility and Responsibilities

2.1 Primary Account Holders must be 18 years or older.

2.2 OmniNet may decline applications due to unpaid debts, unsatisfactory credit checks, or failure to meet required criteria.

2.3 Customers must comply with OmniNet's usage policies, including restrictions necessary to maintain network performance.

3. Service Updates and Support

3.1 OmniNet reserves the right to modify, suspend, or introduce new services and adjust credit limits based on account activity.

3.2 Customers can contact OmniNet via phone or email for assistance. OmniNet will work with network providers to resolve service disruptions promptly.

3.3 OmniNet will provide notice of changes to these terms or Mobile Services.

4. Device Support and SIM Replacements

4.1 The Mobile Service supplied to you does not include support for your Mobile Phone (device) used with the service. Any support for devices, if undertaken by OmniNet, will be billed separately.

4.2 For customers with a monthly support agreement under an MSP/SLA, device support will be provided at no additional cost as part of the IT services agreement.

4.3 SIM replacements or changes can only be processed during New Zealand business hours.

5. Mobile Phone Numbers and Portability

5.1 OmniNet will allocate a mobile phone number to you or allow you to select or port a number from another provider, subject to the terms and conditions of this agreement.

5.2 If you choose to port a number from another provider, you confirm that you have the necessary authority or consent to do so and accept full responsibility for any issues arising from the porting process.

5.3 You may port your mobile number to another provider; however, you are solely responsible for managing the porting process and covering any costs associated with the porting.

5.4 Mobile phone numbers allocated by OmniNet remain the property of OmniNet and are not owned by you.

5.5 OmniNet reserves the right to change or reallocate your mobile number with prior notice, if necessary.

5.6 Selling or transferring your allocated mobile number may result in the disconnection of your service without prior notice.

5.7 If your service is disconnected and you have not ported your mobile number, OmniNet may reallocate the number to another customer.

5.8 OmniNet is not liable for any delays, issues, or complications during the porting process.

6. Additional Services

6.1 Overseas Roaming: Overseas roaming services are subject to the terms, conditions, and charges of foreign networks, which apply in addition to OmniNet's terms and conditions. Plan inclusions may not apply while roaming.

6.2 Voicemail: Voicemail services require activation with a PIN. You are responsible for keeping your PIN secure. Unread voicemail messages will be stored for a maximum of 30 days before being deleted.

6.3 Account Inactivity: Accounts that remain inactive for 60 consecutive days may be deactivated. In addition, limits may apply to the length and number of voicemail messages that can be stored.

7. Payments

7.1 Charges: Charges for Mobile Services are detailed in specific terms for each Plan, Add-on, or service and may include charges from regulatory bodies, Network Providers, or other suppliers. Charges are billed in arrears, and you are responsible for all usage, including that of any authorised or unauthorised users on your Account. If you believe there are unexplained charges, you must notify OmniNet within 1 month of receiving your bill.

7.2 Invoice Details: Invoices are issued monthly and will show the due date, which is at least two business days from the invoice date. Invoices will include itemised details such as service quantities, costs, taxes, and any additional charges or penalties.

7.3 Payment Terms: All Charges must be paid in full by the due date. You are not permitted to deduct or set off amounts from your invoice. Payment discounts and offers may be available under specific terms. Payments are applied to overdue amounts first.

7.4 Payment Methods: You must nominate a valid New Zealand bank account or credit card for payments. Payment surcharges may apply for credit card or instant payments. If payment fails or is dishonoured, you may be charged for associated costs, including legal and collection fees. You may change your payment method with at least 48 hours' notice before a scheduled payment.

7.5 Late or Non-Payment: If payment is not made by the due date, OmniNet reserves the right to suspend, restrict, or terminate your Mobile Services. You will still be liable for all outstanding charges. Failure to pay may result in debt collection costs, including legal fees and credit agency fees.

7.7 Disputed or Incorrect Invoices: If you dispute any amount on your invoice, you must notify OmniNet immediately. You remain responsible for paying all undisputed charges while the dispute is being resolved. If an error results in an overcharge, OmniNet will promptly credit the overpaid amount.

7.8 Debt Collection Costs: You are responsible for any costs incurred by OmniNet or its collection agency in recovering unpaid charges, including collection, legal, and administrative fees. This obligation continues even after you are no longer a customer.

7.9 Taxes and Levies: All Charges are subject to GST, levies, and taxes at applicable rates. Charges may be shown as GST-inclusive or exclusive.

8. Mobile Phone or SIM Cards

8.1 You are responsible for ensuring the security of your Mobile Phone and SIM card. In the event of loss, theft, damage, or unauthorized use of your Mobile Phone or SIM card (including any SIM card associated with any Buddies on your Account), you must immediately contact us via phone to request the suspension of your Account and/or Connection. Once suspended, the affected SIM card will not be able to access Mobile Services or incur further charges.

8.2 If your Mobile Phone is lost or stolen, in addition to suspending your Account and/or Connection as set out in clause 8.1, you may also request to blocklist the affected Mobile Phone by contacting us. Only the person whose Mobile Phone is lost or stolen may request the blocklisting. Once blocklisted, the Mobile Phone will not be able to be used on the Network or any other New Zealand mobile network. Please note that blocklisting alone will not prevent unauthorized use of Mobile Services or the accrual of further charges. You must suspend your Account to prevent further unauthorized use.

8.3 If your Mobile Phone or SIM card is recovered after being lost or stolen, you must contact us to lift the suspension or blocklisting.

8.4 You will remain responsible for any Charges incurred on your Account up until the point that we suspend your Account and/or Connection. OmniNet is not liable for any loss, damage, or unauthorized use or misuse of your Mobile Phone or SIM card unless they are in our care at the time.

8.5 During the suspension of your Account and/or Connection, you will continue to be liable for any outstanding Charges. All applicable terms and conditions for Mobile Services will continue to apply during this period.

8.6 If your SIM card is lost or stolen and your Account/Connection is suspended in accordance with this Agreement, we can transfer your Account to a replacement SIM card upon request, subject to identity verification or other checks. A fee may apply for the replacement SIM card or transfer.

8.7 Any SIM card we or our Network Provider issue to you or which otherwise comes into your possession remains our or our Network Provider's property.

9. Your Obligations When Using Mobile Services

9.1 You must not use the Mobile Services in any way that is illegal, breaches your agreement with us, infringes anyone's rights, or is malicious, obscene, or offensive, including nuisance calls or spam.

9.2 You must not use any Mobile Phone that masks or alters the true origin or termination of any call or other transmission over the Network.

9.3 You must not resell any Mobile Service.

9.4 You must use the Mobile Services in a reasonable and responsible manner, and comply with any reasonable directions or restrictions from OmniNet regarding their use.

9.5 You must ensure that all information you provide to us is correct and promptly update any changes.

9.6 You agree that we can act on any verbal instructions you provide regarding the Mobile Services.

9.7 You must comply with OmniNet's Fair Use Policy and understand that we may enforce it if your usage is deemed excessive or unreasonable, as detailed in the policy or specific terms for certain Mobile Services.

9.8 You are responsible for the security of your account passwords and for any actions taken using your Account.

10. Hardware and Device Support

10.1 OmniNet does not warrant that any Mobile Phone or equipment supplied by a third party will be compatible with the Network or support your use of the Mobile Services.

10.2 If your Mobile Phone or equipment supplied by someone else does not work, you must contact the equipment supplier or manufacturer directly.

11. Consumer Protection Laws and Liability

11.1 If you are acquiring the Mobile Services for business purposes, the statutory guarantees under the Consumer Guarantees Act 1993 are excluded, and the Act does not apply to this Agreement.

11.2 If the Mobile Services are not acquired for business purposes, you may have the benefit of statutory guarantees under the Consumer Guarantees Act 1993, which apply in addition to this Agreement.

11.3 OmniNet is not liable for delays or failures to provide the Mobile Services caused by events beyond its control.

11.4 We are not liable for any indirect or consequential loss, loss of profits, or business, or any similar claims, to the extent caused or contributed by you.

12. Your Liability to OmniNet

12.1 You accept liability for any breach of your agreement or negligence, outstanding Charges, fraud, wilful breach, or wilful damage.

12.2 You must take reasonable steps to avoid or minimize any loss. OmniNet is not liable for any loss that results from your failure to do so or any indirect, consequential, or business-related losses.

Here is the condensed version of your terms and conditions, with the necessary changes and formatting as clauses:

13. Termination and Suspension

13.1 To terminate your Mobile Services, contact OmniNet via email. You can request immediate termination or specify a future termination date. If transferring to another provider, notify us of the new connection date to ensure we terminate your services accordingly.

13.2 OmniNet may terminate your account or suspend/restrict your Mobile Services immediately without notice if:

- 13.2.1 You breach these terms or any applicable terms of service.
- 13.2.2 You provide incorrect or misleading information.
- 13.2.3 You fail to pay fees
- 13.2.4 You are adjudicated bankrupt.
- 13.2.5 You or anyone using your Mobile Service damages or risks our network.
- 13.2.6 You harass, abuse, or threaten OmniNet staff.
- 13.2.7 Our Network Provider requires us to cease services or their agreement ends.
- 13.2.8 You fail a credit check.
- 13.2.9 You no longer meet eligibility for the Mobile Services.
- 13.2.10 We terminate or are entitled to terminate any other agreement with you.
- 13.2.11 You tamper with or modify your SIM card.

13.3 Upon termination, you must pay all charges for services used up to the termination date, including charges for the remainder of the billing period.

13.4 Any Add-on benefits will be lost upon termination of your account.

13.5 If your services are suspended or terminated:

- 13.5.1 A reconnection charge may apply, and you may need a new SIM card.
- 13.5.2 You may lose your Mobile Phone Number unless you port it to another provider.
- 13.5.3 You may lose data stored on your SIM card or voicemail.
- 13.5.4 You must return your SIM card upon request.

14. Privacy

14.1 OmniNet's Privacy Policy outlines how we and our Network Provider collect, use, store, and protect your personal information. Please read and understand it, as it forms part of your agreement with us.

14.2 You consent to the disclosure of content transmitted or accessed via our services to third parties as required by law (e.g., Telecommunications Interception Capability & Security Act 2013).

14.3 You agree to obtain consent from each End User for the collection, use, and disclosure of their personal information as per our Privacy Policy.

14.4 Our Privacy Policy (available on OmniNet's website) describes how we manage your information, and we may update it as necessary.

14.5 You must provide accurate and complete information to OmniNet, and notify us of any changes.

14.6 You can request access to your personal information held by us. If incorrect, you may ask us to correct it.

14.7 You authorise us to collect and use information from third parties, such as credit agencies, Network Providers, or other suppliers, for purposes including credit checks, debt recovery, and verifying identity.

14.8 We may disclose your information to debt recovery agencies, credit agencies, and third parties as necessary for credit checks, debt collection, or as required by law.

14.9 OmniNet will securely store your personal information and comply with the Privacy Act 2020.

14.10 We may use your information for purposes including:

- 14.10.1 Confirming your identity.
- 14.10.2 Supplying products or services you have requested.
- 14.10.3 Administering your account (e.g., invoicing, communication).
- 14.10.4 Improving customer service and products.
- 14.10.5 Informing you about OmniNet's products, services, and promotions.
- 14.10.6 Conducting market research and disclosing to third parties for research purposes.
- 14.10.7 Meeting legal, regulatory, and industry requirements.
- 14.10.8 Credit checking, reporting, and debt collection.
- 14.10.9 Verifying your credit and payment history with previous providers.

14.11 We may disclose your information to third parties, including Network Providers, credit agencies, or government bodies, in accordance with the Privacy Act 2020.

14.12 Communications between us may be recorded to maintain accurate records, confirm commitments, or resolve disputes. These recordings may also be used for training purposes.

15. Liability of Network Operators and Suppliers

15.1. Neither we nor our Network Providers or suppliers are liable to you for any claims, damages, losses, or other liabilities arising from your use of the Mobile Services. This clause benefits our Network Providers and suppliers, who may enforce it.

16. Intellectual Property

16.1. All intellectual property rights, including copyright in the Mobile Services and their content, are owned by us, our Network Providers, or licensed content providers.

16.2. The OmniNet trademark and related logos are proprietary to OmniNet and reserved.

17. Content

17.1. Third-Party Content is for personal use only. You may not copy, resell, or distribute Third-Party Content. This obligation benefits our third-party suppliers.

17.2. We are not responsible for any loss or damage caused by Content accessed through our Mobile Services that does not originate from us.

17.3. You are responsible for ensuring you have the right to send Content through our Mobile Services. We may modify your Content to ensure delivery.

18. Complaints

18.1. To make a complaint, contact us via phone or email through the Contact Us section of our website. Our dispute resolution process is free.

18.2. We will acknowledge receipt of your complaint within 2 Business Days. If the issue pertains to a third-party provider, we may refer the complaint to them and notify you.

18.3. If your complaint is not resolved within 20 Business Days, we will inform you of the delay and discuss options.

18.4. If dissatisfied, you can escalate the complaint to Telecommunications Dispute Resolution (TDR) within 12 months. Complaints must be registered with OmniNet before going to TDR or the courts.

18.5. We follow the NZ Telecommunications Forum Customer Complaints Code, available at www.tcf.org.nz.

18.6. This clause does not limit either party's right to pursue court proceedings for breaches of this Agreement.

19. Contacting You

19.1. We may send notices or invoices to your registered email. Notices are deemed received the following day.

19.2. You must inform us if your email contact details change.

20. Changes to Our Agreement

20.1. We may change this Agreement or the Mobile Services at any time.

20.2. We can make urgent changes without your consent to comply with legal, regulatory, or technical requirements or to reflect changes in our business.

20.3. We may make changes without prior notice if we believe they will benefit you or have no impact on you.

20.4. We will notify you 30 days in advance of any changes that increase your Charges or reduce your Plan benefits.

21. General

21.1. Applicable Law: These terms and conditions are governed by New Zealand law.

21.2. Assignment: You may assign your obligations under this Agreement with our written consent, which will not be unreasonably withheld. We can transfer our rights and obligations to another party and will notify you.

21.3. Delay: A delay in exercising any right does not waive that right, and the failure to exercise a right does not prevent future exercises.

21.4. Severability: If any term of this Agreement is found to be illegal or unenforceable, the remaining terms will remain in full effect.

22. Defined Terms

The following terms have the meanings set out below:

“Account”: Your account with OmniNet, including records of your usage (including usage by any End Users), payments, and any outstanding charges for Mobile Services or Connections provided under this Agreement.

“Activation”: The successful completion of the set-up process for your Account by you or by OmniNet (as applicable).

“Additional Terms”: Any terms that apply to specific products, Plans, or Mobile Services, as notified by us.

“Add-on”: Any additional bundle of Mobile Services purchased by you, such as calling, text, data, or content bundles, beyond your Plan.

“Billing Date”: The date on which your bill is sent to you via email or made available in the My Account section of our website.

“Business Day”: Any day excluding Saturday, Sunday, or public holidays.

“Charges”: All charges related to your Plan, access, services, usage, and any additional charges, including those incurred by a Buddy if you are the Primary Account Holder.

“Connection”: A connection to the Network using a SIM card issued by OmniNet or our Network Provider.

“Content”: Information, data, communications, images, sounds, software, or any other material available through the Mobile Services.

“End User”: An individual who uses the Mobile Services. This may include Buddies linked to a Primary Account Holder’s Account.

“Endless NZ Data”: As defined in Clause 4 of these terms.

“Fair Use Policy”: The Fair Use Policy published on our website, as amended from time to time.

“Minutes”: The number of free calling minutes provided to you under the terms of your Plan.

“Mobile Phone”: A personal GSM mobile phone, handset, or device approved for use on the Network, used with a SIM card to connect to the Network.

“Mobile Phone Number”: The mobile number allocated to you by OmniNet or selected from available numbers, or ported from another provider.

“Mobile Services”: The mobile telecommunications services provided by OmniNet and/or our agents or approved third-party suppliers, including any Plan or Add-on.

“Mobile Telecommunications Provider”: A provider of mobile telecommunications services to consumers in New Zealand.

“Network”: The mobile cellular network owned and operated by our Network Provider, through which Mobile Services are provided, including any WiFi Calling equipment, but excluding the WiFi broadband part of the service.

“Network Operator”: Any entity with whom we or our Network Provider has an interconnection or international roaming agreement, enabling communication between us and that entity.

“Network Provider”: Spark, or any third party with whom OmniNet has an arrangement to resell services.

“Offer Summary”: A document published by OmniNet outlining the characteristics and details of your Plan, subject to change.

“Plan”: The mobile service plan applicable to you, as published or advised by OmniNet, and subject to change.

“Port”: To transfer a mobile number from one Mobile Telecommunications Provider to another.

“Primary Account Holder”: A customer who has Buddies linked to their Account for billing purposes.

“Promotional Terms”: The terms and conditions governing a promotion made available by OmniNet, as part of a supply Plan.

“Related Services”: Goods and services related to Mobile Services, such as handsets and SIM cards.

“SIM card”: The subscriber identity module used with a Mobile Phone to access the Network and use the Mobile Services.

“Special Terms”: The terms and conditions that govern a supply Plan.

“Terms for Local and Mobile Number Portability”: The requirements under the Telecommunications Act 2001 for local and mobile number portability.

“Third Party Content”: Content that you may access or that is provided to you by third parties.

“Unlimited Text” “Unlimited Calls”: Conditions apply as per our Fair Use Policy.

“we”, “us”, and “our”: Refers to OmniNet, and where the context permits, includes our officers, employees, contractors, agents, successors, and assignees.

“you” and “your”: Refers to you, our customer.

Fair Use Policy

1. Fair Use Monitoring

1.1 OmniNet’s Fair Use Policy is designed to ensure that Mobile Services are used reasonably, based on average customer usage patterns.

1.2 OmniNet reserves the right to monitor usage to ensure compliance with the Fair Use Policy. Excessive or unreasonable use of Mobile Services includes, but is not limited to:

- (a) Exceeding normal daily, weekly, or monthly usage patterns.
- (b) Using Mobile Services in ways that are inconsistent with their intended purpose.
- (c) Engaging in activities such as auto-dialling, bulk texting, telemarketing, operating call centres, or using SIM boxes and GSM gateways.
- (d) Making large volumes of calls or messages through devices other than a mobile phone, such as PBX systems or computers.

2. Actions for Breach of Policy

2.1 If OmniNet determines that your usage is excessive or unreasonable, it may take appropriate action, including:

- (a) Contacting you to request an adjustment to your usage.
- (b) Imposing additional charges, suspending your Mobile Services, modifying your services, or withdrawing your access to Mobile Services altogether.

2.2 Continued breach of the Fair Use Policy may result in further actions as described in clause 2.1.

3. Additional Policies

3.1 OmniNet may publish additional terms and policies on its website to address and prevent misuse of Mobile Services, including, but not limited to, spamming, bullying, fraud, and other activities that may disrupt fair access to Mobile Services for all customers.

3.2 By using the Mobile Services, you agree to comply with these additional terms, as they are updated or published.

4. Definitions

4.1 Mobile Services: Telecommunications services provided by OmniNet and its partners, including, but not limited to, plans and add-ons.

4.2 Network: The mobile network operated by OmniNet’s Network Provider, which includes the necessary infrastructure and equipment to provide services such as Wi-Fi calling.

4.3 Network Provider: Spark or any third-party provider of services to OmniNet.

Here’s the revised version of the ****OmniNet Mobile Roaming Terms and Conditions****, incorporating the additional information about roaming pack charges, renewals, and setup:

OmniNet Mobile Roaming Terms and Conditions

1. Application of Terms

1.1 These terms and conditions apply in addition to OmniNet's General Mobile Terms and Conditions and any specific terms and conditions relevant to your plan or account. In the event of inconsistency, these specific terms will prevail.

1.2 Capitalised terms not defined in these terms and conditions will carry the meaning assigned to them in the relevant terms referred to above.

2. Acceptance of Terms

2.1 By using your mobile phone for roaming outside New Zealand, you accept the rates, terms, and conditions outlined on our website

3. Roaming Rates and Zones

3.1 Worldwide destinations are divided into the following roaming zones, each with varying rates, terms, and service availability.

3.2 Roaming packs are automatically charged when landing in a new country if you use any network services i.e calling, SMS or data. No prior setup is required before traveling.

4. Roaming Pack Charges and Renewals

4.1 A roaming pack is valid for 14 days of roaming, or daily for Australia.

4.2 If any of the roaming pack allocations (e.g., minutes or data) are exhausted during the 14-day period, the pack will automatically renew up to two additional times within the same billing period however this excludes Australia which renews daily

4.3 If you run out of your roaming allowance, you may renew your plan twice more within a billing period if any of the allocations are exhausted.

5. General Conditions

5.1 All rates are quoted in New Zealand dollars, exclude GST, and are subject to change. Customers should check OmniNet's website for the latest rates and zone information.

5.2 Roaming may not be available on certain premium-rate services or devices, such as satellite phones.

Mobile Caller Location Service Terms and Conditions

1. Emergency Caller Location Service (ECLI)

1.1 When OmniNet Mobile customers dial 111, their phone's location may be shared with the Emergency Location Information System (ELIS) managed by the Ministry of Business, Innovation and Employment (MBIE) to assist emergency responders.

2. Caller Responsibility

2.1 ECLI is an additional location verification tool; however, callers must still provide their address or accurate location when possible, to ensure emergency services can respond effectively.

3. How the Service Works

3.1 Location data may be:

- Derived from the phone's GPS or nearby cell towers ("network-derived").
- Provided by the phone's operating system ("handset-derived").

3.2 This information is sent to ELIS and shared with authorised emergency services (New Zealand Police, Fire and Emergency, St John, and Wellington Free Ambulance) to assist in their response.

4. Data Storage and Use

4.1 ECLI data is securely stored in New Zealand and is used solely to support emergency responses.

4.2 OmniNet's Network Operator may retain ECLI records for operational purposes for up to six months.

5. Privacy Protections

5.1 The Emergency Caller Location Information System is authorised under the Telecommunications Information Privacy Code (2020).

5.2 Customers can request access to or corrections of their ECLI data by contacting OmniNet.

6. Further Information

6.1 This service is a collaborative effort between OmniNet, its Network Provider, and MBIE. Further details can be found on MBIE's website.

These terms ensure the responsible use and privacy of location data to enhance emergency response capabilities for OmniNet Mobile customers.

OmniNet Mobile Caller Location Service

When an OmniNet customer places an emergency 111 call, data that could assist in identifying the phone's location may be shared by our network operator (Spark) with the Ministry of Business, Innovation and Employment (MBIE) through the Emergency Location Information System (ELIS). This system acts as an additional method for verifying a caller's location, but callers are still encouraged to provide their address or specific details about their location as accurately as possible.

This service is known as the Emergency Caller Location Information Service. It works by collecting information that identifies the cell tower being used by our network to place the emergency call. Every 111 call made on the network automatically generates location data tied to the cell tower involved. Once this location data is captured, it is sent from our network to MBIE's ELIS, which then shares it with authorised emergency service providers—such as New Zealand Police, New Zealand Fire Service, St John, and Wellington Free Ambulance. These agencies are allowed to use this data to help confirm your location and respond more effectively to the emergency.

The location information provided can be based on either:

- Handset-derived data, which uses the Advanced Mobile Location (AML) standard from smartphones running Android or iOS, or
- Network-derived data, which is determined using GPS or cell tower data.

Emergency Caller Location Information (ECLI) refers to the approximate geographical location of a mobile phone based on this service. This information is stored securely in our systems, located within New Zealand. Our network operator uses ECLI exclusively for the purpose of assisting authorised emergency services in identifying the location of callers to 111. ECLI data, along with records of its transmission to MBIE's ELIS, may be retained for operational reasons for up to six months.

The Privacy Commissioner has authorised the use of the Emergency Caller Location Information system under Schedule 4 of the Telecommunications Information Privacy Code, which was updated in 2020. You have the right to request access to and correction of any ECLI data we hold about you. If you have concerns regarding the accuracy or completeness of the data, please contact us in writing to request corrections.

Our network operator is collaborating with MBIE to provide this essential and potentially life-saving service to OmniNet customers. For further information, visit MBIE's website: [MBIE Emergency Caller Location Information] (<https://www.mbie.govt.nz/science-and-technology/it-communications-and-broadband/our-role-in-the-ict-sector/emergency-call-services/emergency-caller-location-information>).