

Visit [www.tracertrak.co.nz/gpr](http://www.tracertrak.co.nz/gpr) for more information and a digital copy of this form, or phone **0800 SAT COM**

Please email your completed order form to: [info@pivotel.co.nz](mailto:info@pivotel.co.nz)

Existing Pivotel Customer  Yes  No

Customer Number

Date  /  /

## YOUR COMPANY INFORMATION

Mr  Mrs  Ms

Registered Company Name

NZBN

Registered Address

Billing Address

Telephone  DAYTIME  MOBILE

Delivery Address (Must Be A Street Address)

Date of Birth  /  /

Trading Name

Suburb/City  Postcode

Suburb/City  Postcode

Billing Email

Suburb/City  Postcode

## TRACERTRAK PORTAL ADMINISTRATOR INFORMATION

Tracertrak provides you with vessel location information. The following information will be used to setup the administrator for your Tracertrak account.

Name  Mobile

Email  Enquiry Password

## ORDER INFORMATION

RockFLEET is a GPR solution that is ideal for day fishers who want an affordable satellite based solution for permanent installation on vessels that is waterproof and ruggedised. RockSTAR is a portable, robust and reliable long-life battery powered Iridium solution that meets all of the NZ MPI GPR regulatory requirements.

Part Number	Description	Quantity	Unit Price ex GST	Unit Price inc GST	Total inc GST
R7-TT-TE-RFLEET	RockFLEET Terminal (Includes Deck Mount)		NZ\$1,499.00	NZ\$1,723.85	NZ\$
R7-TT-PMT-RFLEET	<b>Optional</b> Mounting Bracket - Pole Mount		NZ\$119.00	NZ\$136.85	NZ\$
R7-TT-DMT-RFLEET	<b>Spare</b> Mounting Bracket - Deck Mount		NZ\$39.00	NZ\$44.85	NZ\$
R7-TT-TE-RSTAR	RockSTAR Handheld Device		NZ\$1,499.00	NZ\$1,723.85	NZ\$
				<b>TOTAL inc GST</b>	<b>NZ\$</b>

## WARRANTY INFORMATION

A standard 12 month manufacturers warranty applies to all RockFLEET and RockSTAR hardware.

## CREDIT CARD INFORMATION

The credit card you provide will be used for the purchase of your equipment and your ongoing monthly service charges. Your credit card details will not be held on file by Pivotel after the initial setup of your account, your payment information will be held in a secure payment gateway, we will take all reasonable steps to destroy any documentation provided by you containing your credit card information.

Card Holders Name

Card Type  Mastercard  Visa  American Express

Card Number

Expiry Date  /

CCV

## TERMS OF APPLICATION

You agree that this is an application by you to Pivotel New Zealand Limited (Pivotel) for connection to the Pivotel network and the supply of Pivotel's Tracertrak Service. You acknowledge that Pivotel may decline your application without providing you a reason. You agree that if your application is accepted by Pivotel your use of the Tracertrak Service will be according to Pivotel's Standard Agreement (a summary of the material terms of which have been provided to you). You acknowledge that you have read the summary, which includes information relating to you discontinuing your use of the Tracertrak™ Service either prior to, at the end of, or anytime after the end of your initial term. The summary also advises that fees and charges are payable by you during your agreement with Pivotel, and upon termination if you terminate before the end of your initial term. You can obtain a copy of Pivotel's Standard Agreement from Pivotel upon request, or by visiting [www.pivotel.co.nz](http://www.pivotel.co.nz). The acknowledgement below sets out the initial term of your agreement with Pivotel. By signing below you acknowledge that the items below have been properly explained to you and that you have read and agreed to be bound by the terms of this application and, if accepted, by Pivotel's Standard Agreement. Additionally you warrant that the information you have provided to Pivotel as set out in this application is accurate. If your application is accepted, you consent to Pivotel using your personal information in accordance with the terms of Pivotel's Standard Agreement. Your application will be deemed accepted upon your connection to the Tracertrak Service. Pivotel RockFLEET and RockSTAR plans use the Iridium Mobile Satellite Network. Satellite reception limitations and some exclusion zones apply. Prices exclude NZ GST and are subject to change. Visit [www.pivotel.co.nz/iridium\\_nz\\_coverage](http://www.pivotel.co.nz/iridium_nz_coverage) for a coverage map. A compatible Iridium satellite device must be purchased from Pivotel to access the Pivotel Iridium satellite GPR service (see device pricing). Pivotel may apply call barring where fraudulent use is suspected or for credit control purposes. You will receive a bill by email from Pivotel listing any payments you have made during the billing period, and a summary of your service usage to enable you to keep track of your overall service usage and monthly spend. Itemised billed and unbilled service usage is available in the secure Selfcare website at [www.pivotel.co.nz/selfcare](http://www.pivotel.co.nz/selfcare). An itemised bill listing all of your service usage events is available on request. Pivotel plans are available to credit approved customers only. Minimum cost over 1 month is NZ\$60 plus GST per RockFLEET or RockSTAR service. You may receive a pro-rata access fee charge on your first Pivotel bill, calculated from the actual date of service connection to the date of your first bill. You consent to specifying a Home Port location for each connected device OR permit Pivotel specifying a Home Port location on your behalf.

I acknowledge that the initial term of my contract with Pivotel Satellite will be for 12 months, from the date first connected to the Tracertrak service. Please indicate that you accept all conditions by ticking each of the boxes below and then finalise this form by completing the 'Applicants Signature', 'Name of Signatory' and 'Date' fields.

TERMS OF APPLICATION ACCEPTED  CREDIT INFORMATION DISCLOSURE ACCEPTED  MINIMUM TARIFF PLANS & PRORATA ACCEPTED  
 I AGREE AND AUTHORISE PIVOTEL TO SHARE POSITION DATA FROM MY DEVICE(S) WITH THE MINISTRY OF PRIMARY INDUSTRIES NEW ZEALAND

Applicants Signature  Name of Signatory (Please Print)  Date  /  /

**IMPORTANT NOTICE TO APPLICANT(S) FOR CREDIT****Notice of disclosure of your credit information to a credit reporting agency (Privacy Act 1993)****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.

**How to Contact Us**

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  
8 - 10 Fitzherbert Street  
Petone 5012  
PO Box 38-415 WMC 5045  
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:

- (i) single mode Globalstar voice and data services (the 'Globalstar Service');
- (ii) single mode Iridium voice and data services (the 'Iridium Service');
- (iii) single mode Inmarsat voice and data services (the 'Inmarsat Service');
- (iv) Inmarsat high speed IP data services (the 'Inmarsat IP Data Service');
- (v) single mode Thuraya voice and data services (the 'Thuraya Service');
- (vi) Thuraya high speed IP data services (the 'Thuraya IP Data Service');
- (vii) high bandwidth VSAT fixed satellite services using the VSAT network (the 'VSAT Service');
- (viii) 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');
- (ix) personal satellite communication messaging services (the 'Personal Satellite Communications Service'); and
- (x) Internet based tracking and telemetry services (the 'TracerTrak 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 and the VSAT 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.

10) 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.

11) You agree that Pivotel may receive or disclose personal information or documents about you for the following purposes:

- a) 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;
- b) a credit reporting agency may disclose personal information from 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;
- c) 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 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
- d) Pivotel may disclose personal information or documents about you to Law Enforcement agencies to assist in the prevention of criminal activities.

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.

13) If you request us to, or we validly discontinue your connection within your initial term, you must pay us:

- a) the access charges for the remaining months of the initial term;
- b) an early termination fee as set out in the tariff which forms part of the Standard Agreement (Tariff); and
- c) all outstanding fees and charges payable by you for the Pivotel Service.

14) 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.

15) Unless otherwise agreed, we will invoice you monthly and post a copy of your invoice to your nominated billing 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.

16) 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.

17) 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, 8 - 10 Fitzherbert Street, Petone 5012, New Zealand.

20) 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:

- a) if the breach relates to goods, the replacement or repair of the goods;
- b) if the breach relates to services, the re-supply of those services, or paying for the cost of having those services re-supplied.

21) You cannot assign your Pivotel Service agreement without our consent. We can assign or novate the agreement to our nominee.

22) 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.

23) We may vary the terms of the Standard Agreement from time to time. If the variation is detrimental to you we will advise you of the variation by placing a notice in your bill or otherwise writing to you.