



Dealer/Salesman Code	
Mobile No.	

## FLASHNET ADDENDUM

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

I .....[the Customer] of ..... (address) hereby enter into this Addendum to Vodafone's Network Services Agreement No. .... for the provision of FlashNet services by Vodafone pursuant to the terms contained herein and agree to be bound by all the terms and conditions of the Network Services Agreement and this Addendum.

### 1.0 FLASHNET SERVICE PLAN

1.1 The Customer chooses one of the FlashNet plans described below as and shall adhere to the terms and conditions by indicating its preference in the table below:

Plan Base Charge	Plan	First Limit	Second Limit
\$39.95	Broadband Lite	1 Gigabyte	2 Gigabytes
\$59.95	Broadband Supa	5 Gigabytes	10 Gigabytes
\$69.95	Broadband Mega	10 Gigabytes	20 Gigabytes

Preferred Plan of Customer (Please choose either Broadband Lite, Super or Mega): \_\_\_\_\_

### 2.0 NETWORK SERVICES PLAN CHARGES

- 2.1 The Customer shall pay Vodafone the base charges for its preferred plan as indicated in the table contained in clause 1.1 for using data services to a limit stated in clause 1.1 herein ("first limit").
- 2.2 The Customer shall be notified that he/she has reached 90% of the first limit through an automated SMS on the FlashNet dashboard and that an additional charge of \$20.00 will be levied by Vodafone for any usage over and beyond the first limit.
- 2.3 Upon exceeding the first limit, the Customer shall be notified that he/she has exceeded the first limit through an automated SMS on the FlashNet dashboard and that he/she has been charged \$20.00 and is eligible to take usage to the second limit under the specified plan.
- 2.4 Upon reaching 90% of the second limit, Vodafone shall notify the Customer of the same through an automated SMS and such message shall also notify the Customer that if the second limit is exceeded, the Customer shall be liable to pay \$0.10 per 10 Megabyte or part thereof for usage over and beyond the second limit.
- 2.5 Upon exceeding the second limit, the Customer shall be notified that he/she has exceeded the second limit through an automated SMS on the Flash Net dashboard and that he/she will be charged 10 cents per 10 Megabyte or part thereof for additional usage.
- 2.6 Any additional data usage over and beyond the second limit shall automatically cause the Customer to incur a charge of 10 cents for the use of every additional 10 Megabytes of data or part thereof.
- 2.7 The Customer acknowledges that Vodafone shall not be obliged to provide any further notification to the Customer for exceeding the second limit and any charges incurred by the Customer for excess data usage shall not be disputed for a lack of notification.
- 2.8 Vodafone shall indicate separately any charges for excess use of data on the statement of account for the Customer.
- 2.9 Vodafone shall be entitled to unilaterally vary and/or introduce new charges for the 3 FlashNet plans without prior consultation and/or consent of the Customer, however Vodafone shall notify the Customer of any alterations in the charges 30 days prior to varying any charges or introducing the same.

### 3.0 GENERAL

- 3.1 The FlashNet dashboard has SMS functionality and the Customer acknowledges and agrees that if he/she uses this service, he/she will be liable for payment of charges. SMS will be billed separately as this is not part of Flashnet package and customer hereby agrees to pay additional charges for SMS sent through the FlashNet dashboard.
- 3.2 The Customer agrees that connection of data services may take up to 24 hours after execution of the Addendum.

### 4.0 EXECUTION

Signed on .....day of .....20.....  
 Vodafone Fiji Limited  
 (by its authorised representatives)

Name..... Signature: .....

Customer: -  
 (in person or by its authorised representative)

Name..... Signature: .....

**Company Stamp or Common Seal**

# Vodafone Fiji Limited -Acceptable User Policy-FlashNet Connections

## 1. Acceptable User Policy

This Acceptable User Policy ("the Policy") contains terms and conditions by which users of FlashNet services provided by Vodafone Fiji Limited ("Vodafone") must comply with at all times during such use.

"You" means you, our customer and user of FlashNet services under the Acceptable User Policy.

Vodafone reserves the right to amend the Policy at any time. Amendments to the policy shall be posted on the Vodafone website. Vodafone FlashNet services may be used by you for lawful purposes only.

## 2. Unauthorised Use of FlashNet Service

- (a) Any material downloaded, transmitted, distributed, obtained or stored by utilizing the FlashNet service which is in violation of applicable law and/or regulation is strictly prohibited.
- (b) You must not utilize the FlashNet services to download, transmit, distribute, obtain or store material protected by copyright, trademark, trade secret or other protected intellectual property.
- (c) Using the FlashNet services to send bulk e-mail is prohibited. Sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming") is prohibited.
- (d) Attempting to access the accounts or computers of others, whether or not the intrusion results in corruption or loss of data, is prohibited. Using the FlashNet services to collect, or attempt to collect, personal information about third parties without their knowledge or permission is prohibited.
- (e) Posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful component is prohibited.

## 3. Violations of this Policy

- (a) Vodafone will investigate incidents involving violations including but not limited to the prohibitions listed under paragraph 2 above and may involve or co-operate with law enforcement authorities in its investigations. Unauthorized use and violations of the FlashNet services may result in criminal and civil liability.
- (b) Vodafone reserves the right at all times to suspend and or terminate your usage of the FlashNet services and to temporarily or permanently disconnect you from the Vodafone network if:
  - (i) You participate in the prohibited acts described in paragraph 2 above;
  - (ii) You do anything which is believed could potentially damage the Vodafone network;
  - (iii) The disconnection is reasonably necessary to enforce the criminal laws or laws imposing pecuniary penalties, protect the public revenue or safeguard national security.

## 4. Third Parties

Actions of a third party whilst utilizing the FlashNet services under your account, either indirect or attempted violations of the Policy shall be deemed violations of this Policy by you. Accordingly you are responsible for the use by third parties of use of the FlashNet services under your account.

## 5. Liability

Vodafone does not assume responsibility for the content contained on the Internet and is not obliged to monitor transmissions made by utilizing the FlashNet Service. You acknowledge and agree that Vodafone has the right to monitor such transmissions from time to time and to disclose the same as required by law, regulation or other government request.

## 6. Queries and Complaints

Queries on the Policy or complaints regarding violations of this Policy can be emailed to [info@vodafone.com.fj](mailto:info@vodafone.com.fj) or you can contact us directly on 124 (Free call for Prepaid customers) or 125 (Free call for Postpaid customers) or 123 (Charged line).