

VODAFONE FIJI TERMS AND CONDITIONS

1. PROVISION OF SERVICE

- This agreement sets out the Terms and Conditions relating to the supply of a digital mobile telecommunication service to the Customer by Vodafone Fiji Ltd. (hereafter "Vodafone Fiji") including value added services which are non revocable.
- This agreement relates only to the provision of the Service. Provision of any goods will be covered by a separate agreement.

2. AGREEMENT NOT TRANSFERABLE

The customer hereby agrees that the Network Service Agreement is only between the customer and Vodafone Fiji and that the Agreement is not transferable.

3. DISCLOSURE BY CUSTOMER OF PREVIOUS ACCOUNTS WITH VODAFONE FIJI

The customer hereby confirms that he or she has made full disclosure of the fact of a prior Vodafone Fiji account with the Vodafone Representative, if there is a failure to disclose, Vodafone Fiji reserves the right to suspend the service or at Vodafone Fiji's discretion permanently disconnect the phone.

4. CUSTOMER TO PAY VAT

The customer shall be liable to pay VAT which will be shown in the summary at the end of the bill.

5. SECURITY DEPOSIT

Vodafone Fiji may require the payment of a security deposit before providing the Service and additional security deposit may be required later for providing different types of service eg. Roaming access if the Customer fails to comply with the provision of the Terms & Conditions. Vodafone Fiji may use the security deposits to meet any costs, losses or liabilities incurred as a result including all Services, call and other charges. When the Customer has fully performed this Agreement, Vodafone Fiji shall return the outstanding balance of the security deposit, without interest to the Customer.

6. CUSTOMER AGREES TO CREDIT REPORT AND DISCLOSURE

- Vodafone Fiji informs the Customer and the Customer agrees that the items of personal information regarding the Customer (including information in this or any other application to Vodafone Fiji for credit or commercial credit and information arising from the conduct of the Customers account or accounts with Vodafone Fiji) and appropriate for keeping on a credit information file, may be divulged by Vodafone Fiji to credit reporting agency or credit provider.

- The Customer agrees

- that a credit reporting agency may provide to Vodafone Fiji a credit report containing personal information regarding the Customer for the purpose of the assessment by Vodafone Fiji of an application for commercial credit by the Customer or for the purpose of the collection of payments that are over due in respect of any commercial credit provided to the Customer by Vodafone Fiji;

- that Vodafone Fiji may use information provided to Vodafone Fiji by a credit reporting agency (including information that concerns the Customer's commercial activities or commercial creditworthiness) for the purpose of assessing an application for commercial credit (including the application for this Service); and

- that Vodafone Fiji may give to and receive from another credit provider or credit rating agency any credit report or information derived from such a report for any one or more of the following purposes:

(A) assessing an application by the Customer for the credit or commercial credit, Customer's creditworthiness or the Customer's continuing credit worthiness; and

(B) notifying to exchange with or obtaining information from other credit providers in relation to the conduct or status of or default in relation to any account(s) held by the Customer with them or Vodafone Fiji.

7. SETTLEMENT OF ACCOUNTS WITHIN FOURTEEN (14) DAYS

All accounts are payable and are to be settled in full within (14) days of the date of issue of the account.

8. EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES

- Except as provided in sub-clause 9 (b) all terms and conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating to the provision by Vodafone Fiji of the Services are excluded and Vodafone Fiji will not be under another liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly in respect of the Services.

- Where any applicable legislation implies any term, condition or warranty into this Agreement or Vodafone Fiji's relationship with the Customer or otherwise gives the Customer a particular remedy against Vodafone Fiji and that legislation or any other legislation renders void or prohibits provisions excluding or modifying the application of, exercise of, or liability under such implied term, condition, warranty or remedy, then that implied term, condition, warranty or remedy will be deemed to be between Vodafone Fiji and the Customer. However, Vodafone Fiji's liability for any breach of such implied term, condition or warranty or under such remedy, will be limited, at Vodafone Fiji's option, in any one or more of the ways permitted in that legislation including, where so permitted:

- If the breach relates to goods:
 - The replacement of the goods or supply of equivalent goods;
 - The repair of such goods;
 - The payment of the cost of replacing the goods or acquiring goods, or
 - The payment of the cost of having the goods repaired; and

- If the breach relates to the Service:
 - the supply of those Services again, or;
 - the payment of the cost of having those Services supplied again.

9. TERMINATION AND OVERDUE ACCOUNT CHARGES

Vodafone Fiji may immediately terminate this contract by disconnecting the service and reserves the right to impose additional charges to the Customer for overdue payment set two percent (2%) per annum above the overdraft rate from time to time charged by Vodafone Fiji's Principal bankers if:

- The Customer breaches any term of this Agreement (including any terms relating to payment or use of the service);
- The Customer enters, or threatens to enter or is in jeopardy of becoming subject to any form of insolvency, administration, whether formal or informal;
- The Customer ceases, or threatens to cease or is in jeopardy of ceasing to conduct any business carried on by the Customer in the normal manner;
- The Customer, being a natural person, dies or being a partnership, dissolves or resolves to dissolve.

10. SUSPENSION OF SERVICE

Vodafone Fiji may from time to time and without notice suspend the Service (and at Vodafone Fiji's discretion, disconnect the Subscriber Apparatus from the system) in any of the following circumstances:

- during any technical failure, modification maintenance of the System provided that Vodafone Fiji will use its reasonable endeavors to procure the resumption of the Service as soon as reasonably practicable, or
- if the customer fails to comply with any of these Terms and Conditions (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, allow to be done, anything which in Vodafone Fiji's reasonable opinion may have the effect of jeopardizing the operation of the Services not withstanding any suspension of the Service under this Clause 13 the Customer shall remain for all charges due hereunder throughout the period of suspension unless Vodafone Fiji at its sole discretion determines otherwise
- Vodafone Fiji reserves the right to request for security deposit for resumption of service if the service had been suspended or disconnected due to non-payment of account.

11. COMMENCEMENT AND TERMINATION

This agreement shall commence on the date of acceptance by Vodafone Fiji and shall continue unless terminated by Vodafone Fiji giving notice to the Customer under clause 11 above or by the Customer giving Vodafone Fiji written notice of termination.

12. FIJI LAWS TO APPLY

This Agreement is governed by the Laws of the Republic of Fiji Islands. The parties submit to the exclusive Jurisdiction of the courts of the Republic of Fiji Islands. Normally, in the first instance an attempt will be made to settle any dispute arising by negotiation without recourse to the courts.

- The Terms and Conditions of this agreement may be varied only by the Agreement of both Vodafone Fiji and the Customer in writing.

- The Customer agrees to be bound by any variation of these Terms and Conditions in accordance with the Posts and Telecommunication Decree 1989

13. CUSTOMER'S LIABILITY TO PAY

- The Customer is liable to pay all service, call and other charges to Vodafone Fiji in respect of the service and shall not be affected by any change in the identity of the person who used the Service or by telecommunication equipment ceasing to be in the Customer's sole possession or control through any cause except where the Service has been discontinued or suspended by Vodafone Fiji.

- In all the cases, the Customer is supplied with an intelligent card ("SIM") which is used or intended to be used to access the Service.

- Title to the SIM shall remain with Vodafone Fiji, the Customer shall have no ownership, property, or rights in the card and shall hold the SIM as bailee to Vodafone Fiji;

- The Customer shall at the Customer's own expense return to Vodafone Fiji or upon request by Vodafone Fiji Ltd or upon cancellation or suspension of the Service by Vodafone Fiji;

- If the SIM is lost, stolen, or otherwise the subject or unauthorized use:-
 - The Customer shall notify Vodafone Fiji in writing immediately, and
 - until notification is received by Vodafone Fiji in accordance with Clause 14 (b) (iii) (A), all Services provided or assessed as a result of the unauthorized use of the SIM are deemed to be provided to the Customer and the Customer shall remain liable to pay all Service, call and other charges to Vodafone Fiji arising therefrom.

(C) DISPUTE RESOLUTION

Any between the parties arising out of this agreement (except non payment of bill by the customer) shall get referred to arbitration pursuant to the Arbitration Act Fiji

14. CREDIT LIMIT

Vodafone Fiji may from time to time set a credit limit for the provision of the Service. This credit limit will be notified by Vodafone Fiji to the customer. Notwithstanding the fact that Vodafone Fiji may set a credit limit Vodafone undertakes NO responsibility for ensuring that the customer has not exceeded usage of the credit limit and the Customer shall be liable for any and all charges incurred by usage of the service exceeding the set credit limit

15. RADIO LICENCE FEE

An annual radio licence fee currently at \$12.50 plus VAT but which is subject to change at the Government's discretion is applicable to any mobile number connected to the Vodafone network as stipulated by the Ministry of Telecommunications, Television and Broadcasting. Customer will be billed for the radio licence fee for the whole year pro-rated amount in the month of the connection required by the Ministry. Thereafter, billing for radio licence fee will be done annually and will appear on the bill for the month of December.

16. VODA I.D.

Voda I.D. or Calling line Identification is a value added service available to customers subscribing for this feature. This feature allows subscribers to view on their mobiles the phone numbers of calling party. The fee may be subject to change from time to time and Vodafone will advise the customer of any such changes. Customers who wish to conceal the user ID will pay an annual fee of \$33.00

17. GENERAL PACKET RADIO SERVICE (GPRS)

The provision of services using the GPRS platform forms part of this agreement. Additional terms and conditions are provided separately.

18. GENERAL TERMS

- The customer shall be held liable for all cost of collection inclusive of disbursements incurred by Vodafone Fiji recovering amounts payable in the event the account is referred to a debt collection agency or to a court of law for legal action proceedings

- The customer certifies that he or she has read over this agreement together with the terms and contained overleaf and has been requested to seek independent advice to seek interpretation of the contents thereof and upon signing this agreement acknowledges that he or she understands the meaning and effect hereof.

- The customer agrees that all notices, invoices, bills, statements of accounts or other communications under this Agreement will be forwarded to the addresses specified in this Agreement or to such other address as may be submitted by written notice to Vodafone Fiji by the customer wishing to alter its address. Such communication will be deemed to have been adequately sent to the customer when forwarded to that address by Vodafone Fiji.

- Without prejudice to Vodafone Fiji's right to recover monies owing to it by the Customer under this agreement, in the event of any charge alleged to be in dispute the Customer shall pay all charges appearing on the statement of account pending an investigation of the charge or charges so disputed by Vodafone Fiji.

19. DISCLOSURE BY CUSTOMER OF PREVIOUS ACCOUNTS WITH VODAFONE FIJI

The customer hereby confirms that he or she has made full disclosure of the fact of a prior Vodafone Fiji account with the Vodafone Representative, if there is a failure to disclose, Vodafone Fiji reserves the right to suspend the service or at Vodafone Fiji discretion permanently disconnect the phone.

20. CUSTOMER TO PAY VAT ETC

All Service, call and other charges payable to Vodafone Fiji by the Customer are exclusive of all taxes (including VAT), duties and levies payable in respect of the Service. The Customer shall be liable to pay VAT and all such taxes, duties and levies.

21. PROVISION OF PIN

"PIN" means a distinct number which will be recognised by Vodafone as a valid instruction by the Customer to make changes to his/her account (as the case may be)

- The Customer will supply a PIN which must be used by the Customer in order to:-
 - Validly access the Customer records or account with Vodafone to update or amend the details;
 - To validly access information on the Customer's account relating to call records;
- The Customer acknowledges that it must provide a PIN to Vodafone and utilize the PIN in order to make any changes on his/her account.
- The Customer acknowledges that upon provision of the PIN, that Customer shall have the sole responsibility to keep the PIN in his or her safe custody and Vodafone shall NOT in any manner be liable to the Customer or any other person for any cost, loss or damage arising directly or indirectly due to the utilization of the PIN by an unauthorized party.
- If the PIN is lost, stolen or otherwise the subject of unauthorized use:-
 - The Customer shall notify Vodafone in writing immediately;
 - Until notification is received by Vodafone in accordance with clause 10 (4) (i), all services provided or accessed through the use of the PIN are deemed to be provided to the Customer and utilized by the Customer and the Customer shall be liable and accountable for all consequences arising therefrom.

22. VODAFONE FIJI NOT LIABLE FOR FAILURE TO SUPPLY ETC.

Except as provided in clause 9 (a), Vodafone Fiji is not liable to the customer or any other person for

- any cost, loss or liability (including injury, death, loss of profit or other consequential damage) arising out of Vodafone Fiji's supply of or failure to supply the service including as a result of any act, omission or negligence of Vodafone Fiji; and
- the content or context or confidentiality of communications made over the service and Vodafone Fiji is indemnified by the customer for any liability it incurs as a result of any defamatory or other unlawful comments made by the customer over the service.
- GPRS platform is long lined out of Vodafone Australia through Vodafone group coverage. The service offered to Vodafone Fiji customers will be entirely dependent on the continued operation of the platform by Vodafone Australia. If for some unforeseen circumstance Vodafone Australia has to withdraw the gprs service then it will have a direct impact on Vodafone Fiji's ability to continue offering the service. In the event if such an unfortunate situation does arise, then, Vodafone Fiji will endeavor to give at least a months notice to its customers advising them of the termination of the service. Variation of agreement

- the terms and conditions of this agreement may be varied only by agreement of both Vodafone Fiji and the customer in writing

- both parties agree to be bound by any variation of these terms and condition accordance with the posts and telecommunication decree 1989.

23. FAIR USE POLICY

Summary

- It is important to Vodafone that eligible Vodafone customers are able to access Vodafone service. Accordingly, Vodafone have devised a fair use policy which applies to
 - usage of Vodafone data services (for example, mo, vmc, bb)
 - free PXT promotions and any other promotions which are advertised by Vodafone as subject to the fair use policy ("fair use policy")..
 - Vodafone reserve the right to vary the terms of the fair use policy from time to time..
 - Vodafone may rely on the fair use policy where customers:

- usage of Vodafone data service
- participation in a fair use promotion,

is excessive or unreasonable, as defined below.

Excessive Use

- In the case of Vodafone data services, downloading and / or uploading of more than 500mb of data each month on or from customers mobile phone is excessive use.
- In the case of free pxt promotions sending more than 600 pxt each month on or from customers mobile phone is excessive use of the free pxt promotions.
- In the case of fair use promotions (other than free pxt promotion), what is excessive use will either be advertised by Vodafone at the time of the relevant promotion or included in this fair use policy prior to the commencement of the relevant promotion.

Unreasonable Use

- It is unreasonable use of Vodafone data services where customers use of Vodafone Data services is reasonable considered by Vodafone to be fraudulent or to adversely affect the Vodafone network or another Vodafone customer's use of or access to a Vodafone service or the Vodafone network.
- It is unreasonable use of a fair use promotion where customers participation in a fair use promotion is reasonably considered by Vodafone to be fraudulent or to adversely affect the Vodafone network or another Vodafone customer's use of or access to a Vodafone service or the Vodafone network.
- Among other things, "fraudulent use includes resupplying a Vodafone service without Vodafone's consent so that someone else may access or use data office service or take advantage of a fair use promotion.

Our Rights

Where the customers are in breach of this policy, Vodafone may call the customers to discuss changing customer usage so that it confirms to this fair use policy.

If, after Vodafone has called the customer, the customer excessive or unreasonable use continues, Vodafone may, without further notice to the customer:

Levy additional charges for use over and beyond of 500 mb per month.