

CREDIT LIMIT AGREEMENT Schedule

1) Date of Agreement / /

2) The Customers Details :

i) Name/Company : _____

ii) Billing Address : _____

iii) Location Address : _____

3) Email Address: _____

4) Connected Mobile Numbers :

Limit (Call Charges Only)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Executed on behalf of **VODAFONE FIJI PTE LIMITED** by its duly authorized officer:

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

i) if Individual

 Signature of Individual

ii) if Company

COMPANY SEAL of THE COMPANY named in the Schedule was here unto affixed in accordance with It's Articles of Association and we the undersigned Certify that we are the proper officers authorized to Execute this Agreement on behalf of the Company

Company Seal :

 Signature of Director

 Signature of Director / Secretary

CREDIT LIMIT AGREEMENT

AGREEMENT dated the date set out in the schedule overleaf between:

1. **VODAFONE FIJI PTE LIMITED** a Limited liability company having its registered office at Suva (herein after referred to as *Vodafone*) : and
2. **THE CUSTOMER** described in the schedule over leaf.

WHEREAS

- A. The customer has entered into a Network Services Agreement (hereinafter "NSA") with Vodafone for the provision of post pay mobile phone services by Vodafone to the customer;
- B. Pursuant to NSA, the customer has agreed to pay Vodafone the normal charges published and amended by Vodafone from time to time.
- C. Vodafone has agreed to provide its services on credit to customer on the following terms and conditions.

TERMS & CONDITIONS

1. The Customer acknowledges that Vodafone has agreed to provide mobile phone services to the Customer on credit. The credit is provided for phone calls made from the mobile phone connected to the Vodafone network pursuant to the NSA (hereinafter "connected mobile phone")
2. Vodafone has assigned a credit limit to the customer for the usage of its mobile phone services. The Credit Limit is defined in the schedule (hereinafter prescribed credit limit).
3. Vodafone maintains a debt monitoring system known as the **Credit Limit System** to manage the usage of its services by the Customer and to monitor the usage of the credit provided by Vodafone.
4. The Customer will receive a short message service or electronic mail or both on the connected mobile phone when the debt or usage reaches **80% of the prescribed credit limit** and again when debt or usage reaches **90% of the prescribed credit limit**.
5. The customer hereby acknowledges that the phone calls made from the connected mobile phones are processed by the Credit Limit System a day later, hence the final notification at 90% of the limit instead of 100%. However, depending on the usage there is a possibility of the debt exceeding the credit limit due to

the call processing being a day behind. **The Customer hereby irrevocably undertakes to pay any debt incurred in excess of the credit limit.**

6. Vodafone takes no responsibility for ensuring that the subscriber will not exceed usage over and beyond the set credit limit as this is monitored and updated every 24 hours. Subscriber shall be liable for any and all charges incurred by usage of the service exceeding the credit limit.
7. The terms and conditions of payment for services rendered by Vodafone to the Customer shall remain the same as that stipulated in the NSA.
8. The placing of restrictions on the use of the mobile or call barring are normally conducted manually by Vodafone on working days during normal business hours. However Vodafone reserves the right to carry out this function **at any time when necessary.**
9. In the event of system failures, malfunctions or through errors and omissions on the part of Vodafone, it may not be possible to inform the customers by short message service or by electronic mails. In such situations Vodafone will not be responsible for any debts that may be in excess of the credit limit. Without limiting clause 5 above, any such charges will be those legitimately incurred by the customer and for which **the customer shall be liable to pay.**
10. The Customer acknowledges that it/he/she has read the above terms and conditions and that stipulated in the NSA and has agreed to be bound by the same. This Agreement shall be read in conjunction with the NSA and the duration of this Agreement shall be the same as that prescribed by the NSA. In the event the NSA is terminated for any reason, this Agreement shall be deemed to be terminated as at the date the NSA is terminated.
11. Notwithstanding anything contained in this Agreement, Vodafone may terminate this agreement at any time by giving notice to the customer in the form of a short message service or electronic mail or both on the connected mobile phone and this agreement shall be terminated immediately upon the Customer receiving the notice.
12. In case a dispute arises in respect of this Agreement, the parties shall submit the dispute to Arbitration pursuant to the Arbitration Act of Fiji.
13. In the event a clause in the Agreement becomes invalid, only that clause will be severed from this Agreement without affecting the validity of other clauses and the rest of this Agreement.