



Customer Registration Details

Customer Name:		Customer #:	
Premises:		Phone #:	
		Contact #:	
Direction to premises			

Existing Active Vodafone Services

Landline Number		Postpay Mobile Number		Broadband Username:	
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MoanaTV Subscription Fees

Item Name	Service Details	Monthly Rental	TICK
Residential	MoanaTV Residential	\$49.00	
	Additional Room	\$20.00	
	Equipment rental incl. Set-Top-Box and/or ADSL Modem)	\$12.50	

One Time Charges – Starter Pack

Item Name	Service Details	Monthly Rental	TICK
Residential	Set-Top-Box	\$250.00	
	4 Port ADSL Modem	\$95.00	
	Installation Fee	\$75.00	
	Additional Wiring (if more than 5m up to 20m)	\$40.00	
	TP Link Ethernet Adapter (Optional)	\$95.00	

MoanaTV WinCable Registration & Equipment (Office Use)

WinCable Registration Code	
Set Top Box MAC Number	
Set Top Box Serial Number	
ADSL Modem MAC Number	
Phone Line Username:	
Broadband Username:	

By Signing Below, the customer agrees as follows:

- Vodafone will provide you with Services from time to time in accordance with any Service Description, Service Plan, or Email Instructions provided by you and acknowledged by Vodafone.
- Our supply of Services to you is governed by the Agreement. "Agreement" means our Corporate Terms & Conditions together with any applicable Service Description, Service Plan, Email Instructions and this Corporate Customer Agreement Form signed by you.
- Our Corporate Terms & Conditions may change from time to time without prior notice to you. For the most up to date version, please visit our website <http://www.vodafone.co.ck>.
- Vodafone may accept Email Instructions. Access to the email address for Email Instructions provided above is strictly limited to you and/or your Authorised Contact Person. You acknowledge this person has authority to act on your behalf, including to make changes to the Services. You will be bound by any such changes.
- You will promptly notify us of any change in your information provided above.

Customer Declaration:

I, the undersigned, hereby confirm that:

- I am the customer or am authorised to enter the Agreement on behalf of the customer
- I have read and understood the terms and was given opportunity to obtain independent legal advice before signing this agreement form
- Any information provided by or on behalf of the customer for the purpose of the agreement, including the information provided above, is true and correct.

Print Name:		Signature		Date:	
OFFICE USE ONLY					
Staff:		S/Order Ref:		Date Processed:	



MoanaTV Terms & Conditions

1. OVERVIEW: Moana TV is Vodafone's subscription television product, offering a selection of local and international television channels direct to your Premises. Moana TV uses an IPTV platform, which utilizes Vodafone's broadband ADSL network. It delivers television services over a dedicated IP link, instead of traditional satellite signal or cable television formats.

2. DEFINITIONS: In this Contract:

"Application Form" means the form entitled *Moana TV Residential - Application form* on the reverse side of these Terms and Conditions.

"Contract" means the Application Form and these Terms and Conditions.

"Customer Account" means any account the Customer has with Vodafone for any of its services, including this Service, and can refer to a consolidated account. "Equipment" means all and any equipment provided by Vodafone to the Customer and installed at the Premises in order to deliver the Services, including the Set Top Box, 4 port DSL router and any cabling.

"Initial Payment" means the payment to Vodafone enabling the Services to commence, including, unless otherwise agreed, costs of Equipment rental or purchase, Installation Fee and the first Monthly Subscription Fee.

"IPTV" means Internet Protocol Television.

"Monthly Subscription Fee" means the subscription fee payable for the Services each month.

"Premises" mean the domestic single unit dwelling where you reside and is the place we have consented to locate the Equipment.

"Services" means Vodafone's Moana TV subscription television product as described in clause 1 and where applicable includes the rental of the Equipment.

"Set Top Box" means the electronic device provided and authorized by Vodafone and associated remote control and leads to connect to a television set to enable you to receive and view the Services.

"Terms and Conditions" means these *Moana TV Terms & Conditions*.

"We", "us" or "Vodafone" means Telecom Cook Islands Ltd trading as Vodafone Cook Islands.

"You", "your", or "Customer" means the person named as the customer on the Application Form and who is subscribing for the Services under this Contract.

3. INTERPRETATION:

In the event of any inconsistency between these Terms and Conditions and the Application Form, the Application Form will prevail to the extent of the inconsistency.

4. APPROVAL AND DELIVERY OF SERVICES:

Delivery of the Services is subject to Vodafone's approval of your Application Form, including credit checks. As part of the approval process, Vodafone may require that you provide a bond, in line with its customer credit policy, or, it may rely on a bond from your existing Customer Account as security for the payment of the Services under this Contract. Upon approval of your Application Form and receipt of the Initial Payment, Vodafone will, as soon as reasonably practicable, arrange for a Vodafone representative(s) to deliver and install the Equipment at the Premises, and commission the Services. You will, at your own expense, obtain and maintain all necessary approvals and consents for the Vodafone representative(s) to access and install the Equipment at the Premises and for any alterations to the Premises needed to install the Equipment. Vodafone will have no responsibility in relation to any such approvals, consents or alterations and may assume they are in place when access is given to the Premises.

5. FEES AND CHARGES:

You will make the Initial Payment before Vodafone installs the Equipment at your Premises and commissions the Services. You will then pay the Monthly Subscription Fee for the Services. The Services are post paid, which means you will pay the first Monthly Subscription Fee in advance. The subsequent Monthly Subscription Fees are payable on the due date set out in your monthly invoice, with account payable by the 20th of the following month. All fees and charges can be paid at any Vodafone teleshop or online using internet banking.

6. DISCONNECTION AND RECONNECTION:

If you fail to pay the Monthly Subscription Fee, your Services will automatically be suspended. To lift the suspension, you will prepay the minimum of one Monthly Subscription Fee and a reconnection fee.

7. TERM AND TERMINATION: This Contract comes into effect on the date Vodafone signs the Contract and is for a term of twelve (12) months. The Contract will automatically extend for a further term of twelve (12) months if the Customer does not,

prior to the expiration of the original term, notify Vodafone that does not wish to extend the Contract.

8. TERMINATION: Vodafone may terminate this Contract without notice for non-payment of fees and charges due and/or a misuse of the Equipment or the Services under clause 12. The Customer may terminate this Contract with immediate effect by notifying a Vodafone customer service representative on 123 or by visiting a Vodafone teleshop. The Customer acknowledges that Vodafone has calculated its fees and charges for the Services based on a spread of its costs over a period of twelve (12) months anticipated revenue through Monthly Subscription Fees. The Customer therefore agrees to remain liable to pay the Monthly Subscription Fees for the remainder of the Contract term under clause 7, even if the Contract is terminated early under this clause. Non-payment may result in a suspension or termination of other services supplied by Vodafone that are billed to the Customer Account.

9. OWNERSHIP OF THE EQUIPMENT:

Once you have made the Initial Payment to purchase the Equipment and Vodafone has installed the Equipment, it becomes your property. You will be fully responsible for the care and safety of the Equipment once it is installed at the Premises. Should you opt for Equipment rental, the Equipment supplied is the property of Vodafone and if defective will be replaced without additional fees. If the Equipment under rental is damaged while at the Premises, whether by you or anyone else, or you do not return the Equipment at the termination of the Contract, you will be required to pay the replacement cost for the Equipment, which cost Vodafone may charge to your Customer Account.

10. INDEMNITY:

Vodafone will compensate you for any physical damage that it causes to the Premises or the Customer's property through lack of reasonable care in the delivery of the Services up to NZD500. All other liability against Vodafone, its employees, agents, contractors and authorized representatives is expressly excluded. You will defend, indemnify and hold harmless Vodafone, its employees, agents, contractors and authorized representatives from and against any and all claims, damages, costs and expenses, including legal costs as between solicitor and client, arising from or related to the supply, installation and use of the Equipment at the Premises and/or delivery of the Services to the Premises. This clause survives the termination of the Contract.

11. CUSTOMER SERVICE, REFUND AND REPLACEMENT POLICY:

All customer service queries about the Services and Equipment should be directed to a Vodafone customer service representative by calling 120 for faults or 123 for general enquiries or emailing info@vodafone.co.ck. If the Equipment is defective, we will replace it if you tell us within thirty (30) days of installation. Other than this, the Equipment once installed will not be refundable.

12. LIMITATION OF USE:

The Services are supplied for residential use only and not for commercial use. The Equipment can only be used for the Services and/or such other services, which may be designated by us from time to time. You will not use the Equipment or the Services in a manner that would be illegal or would breach any intellectual property rights in the programmes viewable on the channels provided as part of the Services. In the event of misuse of the Equipment or the Services, Vodafone may suspend the Services until the misuse is ceased, or may terminate the Services under clause 8 at its discretion.

13. EXCLUSION:

Vodafone will use its best endeavours to ensure that the Services are delivered without interruption, disruption or deterioration. However, as the Services are delivered using an IPTV platform and comprise of channel content supplied by third parties, circumstances outside Vodafone's control may impact on the delivery of the Services. Vodafone will not be liable for any interruption, disruption to, or deterioration in the quality, reliability or accuracy of, the Services, or any technical issue which may arise from your use of the Services. This clause survives the termination of the Contract.

14. NO WARRANTIES:

Vodafone makes no warranty, express or implied (other than statutory warranties), with respect to the Equipment and Services.

15. REVISION OF TERMS AND CONDITIONS:

Vodafone reserves the right to revise these Terms and Conditions (including pricing) at its discretion at any time without prior notice.