Vodafone Cook Islands

Application Form: Postpay Mobile Plan +/- Phone v1/9/2020

Customer Registration Details

Name:		**Customer #:**	
Email:		**Phone #:**	
Residential Address		**Mobile #:**	

Vodafone Postpay Mobile Plans

Select Plan	Plan Name	Monthly Fee	Included in MOBILE Plans		
			DATA	SMS	MINS
	RED49	$49	5GB	1,000	200
	RED89	$89	15GB	1,250	400
	RED119	$119	40GB	1,500	600
	RED149	$149	70GB	2,000	800
	Excess Rate per Unit		10c/MB	20c/SMS	20c/MIN

Enter Phone Details (if applicable):

Make:		**Code:**	
IMEI:		**Stock Location:**	
Retail Price:		**Monthly Handset Rental:**	
Term::		**Accessories:**	
Additional Notes:			

Enter SIM CARD Details:

Mobile #:		**IMSI:**			
PUK:		**PIN#:**		**Stock Location:**	
Service Provisioning Access					
Mobile/Local Calls		**IDD Calling**		**Roaming**	

Note: Vodafone SIM card is provided at NO COST as part of the application and remains the property of Vodafone

By signing below, the Customer acknowledges and agrees as follows:

1. Vodafone will provide you with the Postpay Mobile Plan (plus or minus a Phone, as applicable).
2. In return, you will comply with your obligations in the Agreement, including to pay our Fees and Charges when due.
3. Vodafone's Postpay Mobile Plans are for a minimum fixed term of 12 months. If the Plan is terminated by you before the end of the Term, you agree to pay a Cancellation Fee.
4. You are liable to pay the Retail Price for the Phone. We will allow you to pay the Retail Price over a period of 12 months.
5. Our supply of services is subject to the Terms that form part of this Agreement.

Customer Declaration:

I, the undersigned, hereby confirm that:

a) I am the Customer or am authorised to enter the Agreement on behalf of the Customer;
b) I have read and understood the Terms before signing this Form; and
c) any information provided by or on behalf of the Customer for the purpose of the Agreement, including the information in this Form, is true and correct.

Print Name:		**Signature:**		**Date:**	
OFFICE USE ONLY					
Staff:		Service Order Ref:		Date Processed:	
Credit Approval		Approval	Declined	Date Processed:	

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Postpay Mobile Terms and Conditions

1. Definitions: In this Agreement, unless the context requires otherwise:

"**Add-on**" means an additional allocation of Data, Minutes and/or SMS;
"**Application Form**" means the application form to purchase a Postpay Mobile Plan plus or minus a Phone;
"**Agreement**" means the Application Form, these Terms, Special Terms, and our policies, which together form a legally binding contract between you and Vodafone;
"**Cancellation Fee**" means the fee Vodafone will charge you for early termination of the Plan, which fee you acknowledge represents a reasonable recovery of Vodafone's costs and expenses associated with arranging to provide you with the Plan for the duration of the Term;
"**Credit Management Policy**" means our policy for assessing customer credit worthiness and managing customer credit, a copy of which can be viewed on our website: http://www.vodafone.co.ck/credit-management-policy and is subject to change from time to time at Vodafone's discretion;
"**Customer**" or "**you**" or "**your**" refers to the customer specified in the Application Form;
"**Customer Account**" means any account the Plan is attached to or any account the Customer has with Vodafone for any of its services, including the Plan, and can refer to a consolidated account;
"**Data**" means mobile internet data;
"**Excess Rates**" refers to our usage rates for Data, Minutes and SMS in excess of the allocation in your chosen Plan;
"**excess usage**" refers to your usage of Data, Minutes and SMS in excess of your chosen Plan;
"**Fair Use Policy**" refers to the fair use standards that the Customer must follow when using the Plan, a copy of which can be viewed on our website: http://www.vodafone.co.ck/fair-use-policy and is subject to change from time to time at Vodafone's discretion;
"**Fees and Charges**" refers to all fees and charges applicable to this Agreement, such as the Monthly Fee, Monthly Access Fee, Monthly Repayment, Excess Rates, Cancellation Fee and Phone Recovery Fee;
"**Minutes**" means call time calculated in blocks of sixty (60) seconds or less;
"**your mobile number**" refers to the 5 digit mobile telephone number allocated to you with the Plan;
"**Monthly Fee**" refers to the total monthly fee payable by the Customer under this Agreement;
"**Monthly Access Fee**" refers to the monthly fee for the Plan selected by the Customer on the Application Form;
"**Monthly Repayment**" refers to the monthly installment payment for the purchase of the Phone at the Retail Price and is set out in the Application Form;
"**Phone Recovery Fee**" refers to the balance of the Retail Price owing at any given point in time and any other fee Vodafone may charge you, which fee you acknowledge represents a reasonable recovery of Vodafone's costs and expenses associated with arranging to provide and/or recover the Phone;
"**Phone**" means the specific handset and accessories specified in the Application Form;
"**Plan**" means the Postpay Mobile Plan selected by you the Customer and identified in your Application Form and comprising an allocated bundle of Data, Minutes and SMS;
"**policy**" refers to any of Vodafone's policies affecting services to be provided to the Customer under this Agreement;
"**Retail Price**" means the purchase price you agreed we will charge you for the Phone and is set out in the Application Form;
"**SIM**" means the Subscriber Identity Module used with the Plan;
"**SMS**" means Short Message Service;
"**Special Terms**" means any special terms that apply to the Plan or Phone from time to time;
"**Term**" refers to the minimum contracted period during which you agree to pay for the Plan and is set out in the Application Form;
"**Terms**" means these Postpay Mobile Terms and Conditions;
"**Vodafone**", "**our**", or "**we**" means Telecom Cook Islands Limited t/a Vodafone Cook Islands;
"**Vodafone network**" or "network" refers to the mobile cellular services network operated by Vodafone in the Cook Islands.

2. Interpretation: In this Agreement, unless the context requires otherwise:

(a) headings are for convenience only;
(b) a reference to one gender is a reference to any gender;
(c) the singular includes the plural and vice versa;
(d) a reference to any statute or regulation is a reference to that legislation in its most up to date form;
(e) the word 'person' means and includes a natural person, company or any other type of legal entity;
(f) a reference to $ or currency is to the New Zealand Dollar.

3. Priority: When interpreting this Agreement, the following order of priority will apply: Application Form, Special Terms, policies, and these Terms.

4. Commencement of this Agreement: Your Agreement with Vodafone commences when you submit your Application Form.

5. Availability: The Plan and Phone are available to credit approved customers only, in accordance with our Credit Management Policy. The Plan cannot be used in conjunction with any other plan or promotion for the same mobile connection to the Vodafone network. If you are continuing an existing Postpay Mobile Plan, this Agreement supersedes your contract with Vodafone for the Plan.

6. Activation: The Term starts on the 1st of the month following the date on the Application Form.

7. Minimum Term and Extension: You agree to purchase the Plan for the Term. If the Plan is terminated by you before the end of the Term, you agree to pay the Cancellation Fee, and if the Agreement includes a Phone, the Phone Recovery Fee.

Otherwise, the Term will automatically extend for a further period equivalent to the length of the Term. If at the completion of the original Term you have paid off the Retail Price for the Phone, thereafter you will only be charged the Monthly Access Fee and any reference in this Agreement to Monthly Fee will be to the Monthly Access Fee only.

8. Our commitment to you:

(a) In consideration for the payment of the Monthly Fee when due, you will receive the allocated bundle of Data, Minutes and SMS applicable to the Plan and, if the Agreement includes a Phone, the right to use the Phone until you have paid the Retail Price in full, at which point it belongs to you;

(b) If the Agreement includes a Phone:

  (i) the Phone that comes with your Plan is a licensed product and product warranty applies; and

  (ii) unless we advise otherwise, the Phone is new.

(c) We will use our best efforts to ensure service reliability with your Plan. However, network coverage and many other factors may affect the availability and performance of the Plan. Also, all our mobile network services are subject to device capabilities, network limitations and availability. Therefore, we cannot guarantee that the Plan will provide you with continuous connectivity or be fault free;

(d) We will make available to you a tool to manage your use of our services, namely the My Vodafone app, provided that any such usage is solely your responsibility.

9. Your commitment to us: You agree:

(a) To pay us all Fees and Charges for the Plan when due;

(b) Only use the Phone with the Plan;

(c) Use the Phone with the SIM provided;

(d) Not tamper with the SIM including to remove, add or change the mobile telephone number encoded on the SIM;

(e) not attempt to bypass our network and use the network of another provider;

(f) To follow our Fair Use Policy at all times when using the Plan;

(g) Not to damage, interfere or modify the Vodafone network or any other connected network;

(h) Not to resell, assign or transfer the Plan to any third party;

(i) To be solely responsible for the use, safe custody and maintenance of the Phone in good condition;

(j) Not to use the Plan for any abusive, illegal or fraudulent purposes or in a manner which may cause damage to the Vodafone network, business or reputation;

(k) Not to do anything that would interfere with the product warranty that applies to the Phone;

(l) To be responsible for monitoring your usage on the Plan and acknowledge that Vodafone is not responsible for alerting you to any excess usage you may incur.

10. Data: You use Data from when you connect to the internet to when you disconnect. We keep a record of the amount of Data you use every month. Unless otherwise stated, Data usage is billed per megabyte blocks. Unless your Plan is a capped plan, if your usage is in excess of the Data allocated to your Plan, Excess Rates will apply to every megabyte of Data used in excess of the allocation. You are solely responsible for your Data usage, including monitoring your Data usage. It is your responsibility to have sufficient protection and security measures in place as part of monitoring your Data usage. When using Data, some internet services, including websites and email, may not be accessible. Vodafone does not make any warranty regarding:

(a) accessibility to any content on the World Wide Web; and

(b) any software or data provided or available to you in connection with Data usage, including with respect to how that software or data operates on your Phone or interacts with applications on it.

11. Minutes: Call usage is billed in blocks of sixty (60) seconds for the first minute and ten (10) seconds thereafter. Usage is rounded up to the end of the current block.

12. SMS: SMS are billed per SMS successfully transmitted.

13. Add-ons: Add-ons may be purchased through the USSD menu or My Vodafone App. Add-ons expire at the end of the month in which they are purchased and are non-refundable.

14. Excess Rates: Unless your Plan is capped to a specified allocation of Data, Minutes and/or SMS, Excess Rates will apply to any amount used in excess of the allocation.

15. No Rollover: Unless otherwise stated, unused credit does not roll over for use in following months, is forfeited and is not refundable.

16. SIM: Vodafone has provided you with a SIM as part of the Plan. The SIM is Vodafone property and is encoded with a mobile telephone number allocated by Vodafone, which you may have already been using before starting this Plan.

17. Publication of Mobile Number: As a standard feature Vodafone sends your mobile number every time you make a call. Your mobile number may be displayed on the mobile of the party called if that person uses caller identification. The number may also be sent to public safety officials if you dial 999 or other emergency services numbers. You may 'hide' your mobile number using the settings on your phone/the Phone.

18. Change of plan: You may change from the Plan to another Vodafone plan of higher value by contacting Vodafone and agreeing to the terms and conditions applicable to the replacement plan. Any credit or other benefits from your existing Plan will be forfeited unless otherwise advised. Once you change to a plan of higher value, you will be charged the Monthly Access Fee for the new plan. If the Agreement includes a Phone your Monthly Repayment for the Phone will remain the same. The

move to a new plan will come into effect on the first of the next billing cycle (commencing on 1st of each month) and going forward any reference in this Agreement to Monthly Fee will be to the applicable Monthly Access Fee for the new plan plus if applicable your Monthly Repayment for the Phone. You cannot later change to a plan of a lower value at any time during the Term. If you make a plan change, any reference to "Plan" in this Agreement will be a reference to the new plan.

19. Fees and Charges: You will pay the Monthly Fee set out in the Application Form and any other Fees and Charges applied under this Agreement. All Fees and Charges are subject to change, including the Monthly Fee and Excess Rates. A table of the Fees and Charges and any changes are available on our website http://www.vodafone.co.ck. Fees and Charges are payable through online banking or at any Vodafone teleshop.

20. Billing: Vodafone's billing period is from the 1st to the last day of the month. The Monthly Fee is billed in advance and is incurred irrespective of usage. Your first bill will include Fees and Charges from the date of activation of the Plan. Billing may be included and charged together with other Vodafone services supplied to you. Paperless billing is the default billing delivery method for Vodafone customers.

21. Late Payment: If you do not pay your bill for Fees and Charges when due or if the Customer Account is in arrears, we may suspend the Plan and/or any other services on your Customer Account without notice to you until payment is received.

22. Ownership of Phone: Vodafone agrees to let you purchase the Phone over the Term. The Phone is Vodafone property and is on loan to you as part of the Plan until you have paid for the Phone in full. You may purchase the Phone at any time during the Term by paying Vodafone the Phone Recovery Fee. Once you purchase the Phone, it belongs to you and your obligations in this Agreement concerning the Phone will no longer apply.

23. Damage or loss of Phone: If the Phone is damaged or lost or stolen, you must promptly notify us. You must pay the Phone Recovery Fee irrespective of whether the damage or loss is your fault or not. If you do not wish to continue the Plan, you must also pay the Cancellation Fee, whereupon the Plan will terminate. We do not provide insurance cover for loss or damage to the Phone.

24. Harm transmitted: Vodafone is not responsible for any harm or loss you may suffer as a result of any virus or other manipulating programme transmitted using our services or any spamming, abusive or other inappropriate communication to you by any person.

25. Termination by Vodafone: We reserve the right to terminate this Agreement:

(a) for breach, with or without notice to you, in which case you will pay the Phone Recovery Fee and the Cancellation Fee; or
(b) if we can no longer provide you with services for any reason, in which case you are liable to pay our Fees and Charges up to the date of termination only.

26. Vodafone remedies: Vodafone may repossess the Phone, suspend or terminate any services it provides to you, including the Plan, for nonpayment of Fees and Charges due under this Agreement or on the Customer Account. Should Vodafone take recovery action against you for unpaid fees, including the Fees and Charges, you agree to pay Vodafone's reasonable recovery costs including repossession fees, solicitor and court fees.

27. Know Your Customer: Vodafone is required by law to verify the identity of its customers and to collect and keep customer personal information on file. We must obtain information from you such as proof of your identity and place of residence. We will not commence providing services to you until this information is received and verified.

28. Storage, use and release of information: Our Privacy Policy applies to our relationship with you. You can access our Privacy Policy here http://www.vodafone.co.ck/privacy-policy. We treat information about you and your use of our services strictly confidential. However, in accordance with our Privacy Policy, we may disclose information about you for credit checks and credit reporting purposes. We will also disclose information about you as required by court order or other lawful authority.

29. Communicating with you via SMS: Vodafone reserves the right to send you SMS about our products, services and promotions from time to time. We may also send you SMS on behalf of third parties, such as the Government of the Cook Islands, local charities or businesses. You can unsubscribe from receiving any such SMS by selecting by going to your My Vodafone App or through the USSD menu.

30. Vulnerable end-users: Vodafone has a policy for the fair and appropriate treatment of vulnerable end-users. You can access our Vulnerable End-user Policy on our website. If you qualify as a vulnerable end-user, we will provide services to you in accordance with the policy.

31. Customer complaints: If you have a concern or complaint regarding our services you can let us know by calling 123 or by emailing us at info@vodafone.co.ck. Our Customer Complaints & Disputes Policy is available on our website.

32. Successors & Assigns: This Agreement is binding on the Customer's legal representatives, successors and assigns.

33. Governing law: These terms are governed by the laws of the Cook Islands.